

031208B

AGREEMENT AMENDMENT #2

Project Name: University Av. (Union St. – Goodman St.) Improvements & ARTWalk2 Enhancements
Scope: Final Design and Bidding Phase (Design Phases V - VI)
City Project ID: 08101
NYSDOT PIN: 4754.18
Agreement #: 031208B
Consultant: Bergmann Associates
Authorizing Ordinance: 2009-156

This Amendment is made the 12 day of August, 2009, 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 Bergmann Associates, with offices at 28 East Main Street, 200 First Federal Plaza, Rochester, New York 14614, hereinafter referred to as the "Consultant".

WHEREAS, the City and the Consultant have previously entered into Agreement No. 031208 for preliminary design services dated October 18, 2007 and pursuant to Ordinance No. 2007-313, and Agreement No. 031208A for supplemental preliminary design services dated May 9, 2008 and pursuant to Ordinance No. 2008-97, collectively these two Agreements hereinafter referred to as Original Agreement; and,

WHEREAS, the City, through the Department of Environmental Services, desires to engage the Consultant for the purposes of providing additional services for Final Design and Bidding Phase for University Avenue (Union Street to Goodman Street) Improvements & ARTWalk2 Enhancements hereinafter referred to as the "Project",

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

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

Section 1.101 A - Append the following to the end of Section 1.101 A of the Original Agreement:

In addition to the Design Approval Document for the Project, the project scope includes final design and bidding phase services for the following roadway items of work: Rehabilitate or reconstruct the pavement; new granite stone curb and underdrain installation; installation of new concrete sidewalks and driveway apron replacements; installation of a new raised median, on-street recessed parking, drainage improvements; relocation of sewer and water utilities; relocation and replacement of traffic signal equipment; new pavement markings and signage; bus stop improvements; street lighting improvements; landscaping improvements and the following items of work:

- Raised table or enhanced intersection treatment at the University Avenue/Goodman Street intersection.
- Traffic calming elements such as raised medians and curb bump outs.
- The addition of a raised median on University Avenue between North Union Street and Alexander Street.
- Converting Prince Street to be one way southbound to improve safety for buses servicing the School of the Arts.
- Re-striping to provide for curb bumpouts between Goodman Street and Atlantic Avenue.
- The existing sidewalks will be reconstructed to a minimum width of 5 ft. throughout the project on both sides of the street. Wider ARTWalk sidewalks will be installed at select locations as defined below.
- New street lighting upgrades will be provided throughout the project.
- Enhancement of the visual environment by adding street trees and plantings, aesthetic lighting treatments and other streetscape amenities.
- Traffic signal replacement and improvements.
- Construction of a new closed drainage system.

- New signage and striping throughout the project area.
- Coordination with the proposed Memorial Art Gallery (MAG), Rochester Museum & Science Center (RMSC), Stern Properties and other private improvements.
- Raised pedestrian crossing or enhanced crosswalk treatment on Goodman Street at College Avenue.

The project scope includes final design and bidding phase services for the following ARTWalk2 enhancements:

- Eight foot wide decorative ARTWalk sidewalks at the following locations:
 - University Avenue from the School of the Arts and the Visual Studies Workshop to Goodman Street.
 - Goodman Street from University Avenue to Village Gate and the Arts & Cultural Council.
 - Goodman Street from University Avenue to East Avenue.
 - East Avenue from Goodman Street to the Strasenburgh Planetarium at the RMSC.
- Neighborhood of the Arts welcome plaza on the northwest corner of University Avenue and Goodman Street intersection.
- Pocket Park on the southeast corner of the University Avenue and Goodman Street intersection.
- Landscape ribbon wall area(s) with revolving art installations along Goodman Street north of University Avenue. (Ribbon wall structure to be included as supplemental if required)
- Artist designed manhole covers, signage, banners, benches, fences, electric boxes.
- Way finding signage throughout the corridor.
- Artist Selection and Public Participation Process.

Section 1.101 B – Replace Section 1.101B of the Original Agreement with the following:

University Avenue is a Federal Aid principal arterial street that is designated as a Minor Arterial. This project is to be developed in accordance with the New York State Department of Transportation's (NYSDOT) Policy and Procedure Manual. The Phase I-IV preliminary design phase has confirmed that this project be classified as an unlisted Action in accordance with the definitions of the State Environmental Quality Review (SEQR) Act 17NYCRR15, and as a Class II Action (Categorical Exclusion) with documentation with respect to the Federal Highway Administration's Rules and Regulations 23CFR771.117(d)(1).

Section 1.101 C 2 and Section 1.101 C 3 – Replace Sections 1.101 C 2 & 1.101 C 3 of the Original Agreement with the following:

2. Work on this project shall be divided into the following parts:
 - Part I Survey and Mapping (Design Phases I-VI);
 - Part II Preliminary Design (Design Phases I-IV); and,
 - Part III Detailed Design (Design Phases V&VI).
 The scope of work includes those tasks identified in Schedule(s) A.
3. The Consultant shall provide the City with Reports, Plans, Estimates, and other data specifically described under Parts I through III below.
4. The City shall provide all supplemental survey and mapping, Right of Way Survey and Mapping, and all Right of Way Abstracts, titles, appraisals, negotiations and acquisitions as required.

Section 1.202 C – Add Section 1.202 C, beginning below and ending on page 18 of this Amendment, after Section 1.202 B 11 of the Original Agreement:

C. PART III. Detailed Design (Design Phases V & VI)

1. Phase V - Preliminary Design, Plans, and Concise Report Memorandum

A. Preliminary Design

The Consultant shall prepare a Preliminary Design of the Project based on the Final Design Report. The Preliminary Design shall include but not be limited to the following:

1. Street geometrics including widenings or narrowings, alignment and intersection layout.
2. Highway Boundary Plan including property corner pins/property line evidence located in the field, Baseline, Centerline alignment, coordinates, along with other survey related information. It shall also contain the "Table of ROW Acquisitions".
3. Typical street section including subgrade, pavement, shoulders, curbing, gutters, curb park, sidewalks, requirements for right-of-way, etc.
4. Layout of traffic features including pavement markings, all traffic signs and signalization.
5. Design of temporary and permanent street and sidewalk lighting including pole type and size, luminaire type and wattage, footcandle level, uniformity ratio, spacing, conduit layout, pullbox location, circuit and wiring diagrams, and power point locations.

The design shall include maintenance of the existing street lighting system during construction until energization of the new lighting system. No photometric lighting analysis will be conducted for this temporary system.

The Consultant will provide City Street Design with recommended temporary and permanent power point connections and coordinate directly with RGE and City Street Design to obtain the necessary power point connections during construction.

6. Design of drainage facilities including hydrologic and hydraulic analysis. The analysis shall consist of locating catch basins as required to minimize pavement spread. Monroe County Pure Waters will review their system for capacity problems and advise the Consultant of any anticipated improvements to be constructed by MCPW. Design shall indicate location of catch basins and laterals.
7. Layout of sanitary sewer locations, size grades, type, manholes, junction chambers, etc.
8. Layout of water facilities including water main size and type; service renewals, replacements and abandonments; hydrant renewals and relocations; and connections or tie-ins to existing mains.
9. Preliminary disposition of utilities.
10. Structural analysis and preliminary design of areaways per option agreed to by areaway owner and the City will be performed as an additional service.
11. Layout of parking, bus stops, curb cuts, sidewalks, sidewalk ramps, access drives, and special treatments.
12. Preliminary design of any structures for special needs of the Project will be performed as an additional service.
13. Layout of landscaping, identifying species and size, and maintenance and protective measures for existing vegetation and streetscape features.
14. Work with the community and any artists selected to layout and design the ARTWalk2 elements including:
 - ARTWalk Sidewalk (University Avenue from the School of the Arts and the Visual Studies Workshop to Goodman Street)
 - ARTWalk Sidewalk (Goodman Street from University Avenue to East Avenue & East Avenue from Goodman Street to the Strassenburgh Planetarium at the RMSC)

- ARTWalk Sidewalk including Ribbon Wall Area(Goodman Street from University Avenue to Village Gate and the Arts & Cultural Council)
- Raised table or enhanced intersection treatment (University Ave./Goodman St.)
- Raised pedestrian crossing or enhanced crosswalk treatment (Goodman St. at College Ave)
- NOTA Welcome Plaza at Memorial Art Gallery
- Pocket Park at southeast corner of University Avenue/ Goodman St. intersection
- Four (4) wayfinding signage kiosks
- Artist designed manhole covers, signal cabinets, light poles etc.
- Artist Designed Connective artworks in or adjacent to the sidewalk/plaza areas.

15. Preliminary layout of the maintenance and protection of traffic provisions for the Project.

B. Preliminary Plans.

The Consultant shall submit up to 20 sets of the Preliminary Plans (50% complete) for review by the City and designated review agencies. This submission shall consist of the following:

1. Plans at 1"= 20' scale, showing the highway alignments, pavement widths, drainage concepts, property owners, proposed right-of-way lines, and major utility relocations (if applicable). A Maintenance and Protection of Traffic Scheme (90%) shall also be shown on these plans, as well as intersection layouts and grading and work limits. A set of half size plans plotted on 11"x 17" paper shall also be submitted to the City.

50% Plans should include a cover sheet, a legend with an index, highway boundary plan and survey data, location plan; a draft of the summary of quantities and construction tables; a preliminary maintenance and protection of traffic plan; typical sections; construction details; cross-sections at a minimum of every 50 feet and as needed; plans and profiles showing side street tie-ins; plan of the utilities including water main and plan and profiles of sewers; plans of the signals, pavement markings and signing (in a format acceptable to City of Rochester and MCDOT); and miscellaneous tables and details as required. All are to be prepared with sufficient detail to show the layout, basic design details, materials and construction methods.

Various tables to be considered in this phase include, but not be limited to, water service, driveway, sign post sleeve, hydrant disposition, areaway, drainage structures, manhole adjustment, induction loops, sewer laterals, underdrain, survey monuments, bus stops, fire alarm standards, trees, light pole dispositions, fence disposition and utility disposition, etc. Project work limits shall also be identified.

2. Profiles at a scale of 1"= 20' horizontally and 1"= 5 vertically, showing vertical curve data, superelevation data, and utility and drainage crossings. Stationing from the 1"= 20' scale plans shall be used.
3. Typical sections showing pavement widths, material thickness and item numbers for all items used.
4. ARTWalk2 elements including but not limited to sidewalk and plaza details.
5. Templated cross sections (two sets of prints only) shall be prepared on 22"x 34" cross section paper and at a vertical scale of 1"= 5' and horizontal scale not less than 1"= 10'.
6. Preliminary quantity estimates using City, Monroe County Department of Transportation, and New York State Department of Transportation item numbers.

7. Cost Estimate with share breakdown (submit 10 copies).

C. Hazardous Waste / Contaminated Materials Assessments

1. University Avenue and North Goodman Street

a. The Consultant shall perform a site assessment of the properties identified by the screening process as having a reasonable probability of containing hazardous wastes or contaminated materials:

Site No.	Site Name	Address	Environmental Concern	Buried Tank Geophysical Survey	Test Boring, Field Screening	Soil Sampling for Laboratory Analysis
1	Rochester Drug Cooperative Bldg.	320 North Goodman St.	Active petroleum spill site, Brownfield Cleanup site	No	Yes	Yes
2	Former Filling Station	SW Corner of N. Union St/ University Ave (285-207)	Former filling station	No	Yes	Yes
3	Farrell's Garage	365 University Ave	Active Service garage, former filling station	No	Yes	Yes

b. Test Borings and Sediment Sampling

Bergmann will conduct environmental test borings employing Direct Push (Geoprobe® or equivalent) technology to install approximately nine test borings. “Dig Safe NY” will be contacted to mark applicable utilities. Select locations will be derived based on the results of the basement Ground Penetrating Radar survey. Locations will be targeted to avoid underground utilities, sewer or water services.

Test borings will be advanced to a depth of approximately eight feet below grade. This depth is below the proposed maximum construction depth of five feet for water line or sewer line replacement. This assumes that groundwater will not be encountered during the proposed project and will not be evaluated as part of this investigation.

The borings will be advanced via direct push methodology for the purpose of soil characterization and sample collection. The Geoprobe® direct push rig advances a 2-inch diameter stainless steel Macrocore® sampling barrel with an acetate sleeve in four foot intervals. After advancing the sampling barrel to the four foot target depth each sleeve will be removed from the sample barrel, cut open and evaluated.

c. Field Screening and On-Site Soil Gas Analysis

The subsurface soil samples from all test borings will be field screened using a hand held Photo Ionization Detector (PID) for evidence of volatile organic compounds (VOCs) and inspected for visual & olfactory evidence of impact. The acetate liners will be opened immediately from removal from the Macrocore® barrel and screened using a PID. Soil samples will also be placed in glass jars for zero head space or equivalent evaluation of VOCs.

Soil gas samples will be collected immediately after the advancement of the test borings to the desired sampling depth (eight feet below ground surface). Borings should remain open to the target depth. A five-foot length of ¾ inch diameter PVC pipe will be placed in the borehole annular space and a temporary seal will be installed at the borehole surface between the pipe and the borehole. Plastic tubing will be lowered through the PVC to a depth approximately five feet below ground surface. The annular space between the tubing and the PVC pipe will be sealed to prevent intake of ambient surface air. The tubing was connected to the PID and soil gas samples will be collected for on-site screening. Readings will be recorded over an approximate one minute period. Maximum values for detected VOCs will be recorded. All borings will be filled in and capped with either a bentonite clay cap or concrete patch (paved areas only) after sample collection.

d. Collection of Soil Samples for Laboratory Analysis

Three subsurface soil samples will be collected for laboratory analysis. Sample interval will be based on field screening for evidence of contamination. One soil sample from each site of concern will be submitted for laboratory analysis. The proposed laboratory analysis will depend upon the type of environmental concern at the targeted property.

Soil samples will be placed in clean containers, stored in chilled coolers with ice and transported via chain-of-custody protocol to a NYSDOH certified analytical laboratory for testing.

Site #1: Rochester Drug Cooperative Building, 320 North Goodman Street

This site is to the northeast of the limits of the proposed construction. A test boring will be placed on the east side of North Goodman Street at the end of the construction limits to evaluate possible impact from the Rochester Drug Cooperative Building and nearby commercial sites.

- Installation of one test borings for field screening, east side of North Goodman St.
- Collection of one soil sample for laboratory analysis for full TCL list of VOCs and petroleum SVOCs.

Site #2: former Filling Station, Southwest Corner University Ave & N. Union St.

- Installation of four test borings for field screening, two at northeast corner and two at southeast corner of the intersection.
- Collection of one soil sample for laboratory analysis for full TCL list of VOCs and petroleum SVOCs.

Site #3: Ferrell's Garage, 365 University Avenue

- Installation of four test borings for field screening on south side of University Avenue.
- Collection of one soil sample for laboratory analysis for full TCL list of VOCs, petroleum SVOCs, PCBs and heavy metals.

e. Data Interpretation and Report Preparation

Following receipt of analytical results, a concise report will be provided summarizing field activities, sampling methodologies, field observations and soil gas analysis, laboratory analytical results and findings. The report will include mapping denoting approximate sample locations.

Should contamination be indicated in either field screening or laboratory analysis, the report will delineate approximate extent of contamination. The report will also include an estimate as to the quantity and type of contamination that may be encountered within the acquisitions or project areas during construction.

D. Concise Report Memorandum and Amended Environmental Assessment Form

A concise report memorandum (10 copies) shall supplement the Preliminary Plans. The memorandum shall include:

1. Evaluations, recommendations and design criteria pertinent to the design of the project elements.
2. A discussion of maintenance and protection of traffic and services required during construction of the Project.
3. A report on the extent of utility/agency involvement with the Project including preliminary construction schedule which shall identify project and utility work, duration, impacts and potential conflicts.
4. An amendment of the Environmental Assessment Form (EAF 1c) as necessary detailing the effects of the project, particularly during the construction phase. This shall not constitute a requirement to prepare an Environmental Impact Statement.

E. Meetings

1. Review Meetings

The Consultant shall present the Preliminary design documents at a review meeting with the City and others designated by the City, if so requested.

2. Utility/Agency Review Meeting

The Consultant shall present the Preliminary Plans for review at a meeting with the City, Utilities/Agencies, and others designated by the City and prepare minutes of this meeting. The Consultant shall, with City concurrence, incorporate into the final design of the Project any comments and changes resulting from this review meeting(s) with the City.

3. Neighborhood Meeting(s)

Neighborhood Meetings are included under the Public Participation process below.

4. Traffic Control Board

The Consultant shall present the project to the City of Rochester Traffic Control Board for approval of any traffic regulations or endorsement of geometric changes.

2. Phase V - Advance Detail Plans

A. 95% Final Design

The Consultant shall accomplish the final design and the preparation of 95% final plans and specifications in accordance with applicable City, County, State and Federal procedures for all elements of work as defined in the Preliminary Design Phase, including:

1. Final street geometrics including widenings or narrowings, alignment and intersection layout.
2. Final typical street sections including subgrade, pavement, shoulders, curbing, gutters, curb park, sidewalks, requirements for right-of-way, etc.

3. Final design of traffic features including pavement markings, all traffic signs and signalization. Street signs shall include warning, informational, regulatory and all other signs necessary to maintain a safe corridor.
4. Final design of temporary and permanent street and sidewalk lighting including pole type and size, luminaire type and wattage, footcandle level, uniformity ratio, spacing, conduit layout, pullbox location, circuit and wiring diagrams, and power point locations.

The design shall include maintenance of the existing street lighting system during construction until energization of the new lighting system. No photometric lighting analysis will be conducted for this temporary system.

The Consultant will provide City Street Design with recommended temporary and permanent power point connections and coordinate directly with RGE and City Street Design to obtain the necessary power point connections during construction.
5. Final design of drainage facilities. Design shall indicate location of catch basins and laterals, and incorporate MCPW comments.
6. Final layout of sanitary sewer locations, size grades, type, manholes, junction chambers, etc.
7. Final layout of water facilities including water main size and type; service renewals, replacements and abandonments; hydrant renewals and relocations; and connections or tie-ins to existing mains.
8. Utility disposition, including abandonment, relocation and/or new installation, but not including plans for the actual design of the utilities. The Consultant shall prepare a detailed utility construction schedule. Such schedule shall identify work, duration, impacts and potential conflicts.
9. Areaways - The Consultant shall perform the final design of the disposition option agreed to by the areaway owner and the City as an additional service. The Consultant shall attend meetings with the City and owners to discuss designs.
10. Final layout of parking, bus stops, curb cuts, sidewalks, sidewalk ramps, access drives, and special treatments.
11. Final design of any structures for special needs of the Project, will be performed as an additional service.
12. Final design of landscaping, including plant species and size, and maintenance and protective measures for existing vegetation, and other streetscape features.
13. Final layout and design of the ARTWalk2 elements including:
 - ARTWalk Sidewalk (SOTA to Goodman St.)
 - ARTWalk Sidewalk (University Ave. to Rochester Museum and Science Center)
 - ARTWalk Sidewalk including Ribbon Wall area(University Ave. to College Ave)
 - Raised Table Intersection (University Ave./Goodman St.)
 - Raised Pedestrian Crossing (Goodman St. at College Ave)
 - NOTA Welcome Plaza at Memorial Art Gallery
 - Pocket Park at southeast corner of University Avenue/ Goodman St. intersection
 - Four (4) Wayfinding signage Kiosks
 - Artist designed manhole covers, signal cabinets, light poles etc.
 - Connective artworks in or adjacent to the sidewalk/plaza areas.

14. Final layout of maintenance and protection of traffic for the project.

The Consultant shall develop and provide 20 sets of the Advance Detail Plans in accordance with the requirements of the NYSDOT Design Procedure Manual, the Highway Design Manual, and other relevant standards. For this submission the plans should be 95% complete, the specifications and notes 75% complete (submit 10 copies of the specifications and notes). The plan scales shall be 1"=20'. The associated profile scales shall be 1"= 20' horizontally and 1"= 5' vertically. A set of half size plans plotted on 11"x17" paper shall also be submitted to the City.

The Consultant shall develop and provide the design and plans for Maintenance Jurisdiction.

The Consultant shall provide the landscape plans (in the ADP set of plans), specifications and estimates. Designs and planting quantities will be placed on 1"= 20' scale plan sheets (included in the ADP set).

ARTWalk2 elements including but not limited to sidewalk and plaza details.

The Consultant shall submit up to 5 copies each of the Contract Documents and specifications, quantities and an up-to-date cost estimate with share breakdown. In addition, a quantity work-up book is to be prepared and submitted.

The Consultant shall assist the City in obtaining coverage under the NYSDEC SDPES General Permit for Stormwater Discharges from Construction Activity (Permit No. GP-0-08-001). The Consultant shall assemble and submit to the City all specifically-required information in a suitable form for obtaining coverage under the permit. This information shall include, as necessary, a Stormwater Pollution Prevention Plan (SWPPP), plans prepared under other tasks and a Notice of Intent form. A separate SWPPP will be made for each of the two separate construction projects currently planned for under this agreement.

The Consultant will assist the City in obtaining a permit from the Monroe County Health Department for the construction of water mains. Two separate Health Department permits are planned for under this agreement.

B. Meetings

1. Review Meetings

The Consultant shall present the Advance Detail Plans at a review meeting with the City and others designated by the City, if so requested.

2. Utility/Agency Review Meeting

The Consultant is to provide an in depth utility/agency review meeting of the Advance Detail Plans with the City and other appropriate authorities.

3. Neighborhood Meeting(s)

Neighborhood Meetings are included under the Public Participation process below.

4. Traffic Control Board

The Consultant shall present the project to the City of Rochester Traffic Control Board for approval of Maintenance and Protection of Traffic provisions and any traffic regulations.

3. Phase VI - Final Plans, Specifications, and Estimates

The Consultant shall modify the Advance Detail Plans, Specifications, Estimate, and Report on Design and Estimate based on City, State and other agency review. (Assume one meeting to review comments).

The Consultant shall submit 10 sets of the completed Draft P.S.&.E. and of the completed Estimate with share breakdown for City and NYSDOT review four (4) weeks prior to the P.S.&.E. approval date. The consultant shall prepare and submit for approval two (2) weeks prior to the PS&E date a utility/street project schedule in a format acceptable to the City.

4. Artist Selection Process

The consultant shall work collaboratively with the City, stakeholders and the community to:

- a. develop a unifying vision and strategy for a public art plan for the project area,
- b. define locations for art opportunities and recommend options for art types, siting, and budgets for the artworks by a diversity of artists on ARTWalk2.
- c. develop the process for artist selection
- d. write the Calls for Art Entries (assume 1 universal RFQ to populate the artists roster and 17 individual RFP's will be required) The universal RFQ will be prepared as required for the art works on ARTWalk2 (except MAG sculpture). The artists that respond to the Universal RFQ will be placed on the Artist Roster for the project. The individual RFP's will be prepared as necessary for the individual art works. Each proposed artwork will have individually tailored criteria for artists, developed in consultation with stakeholders and the community, that define artist eligibility based on geographic location, media type, recommended approach, and previous experience
- e. develop the dissemination plan for Calls for Entry
- f. administer/disseminate/distribute the Art Calls. The Art calls shall be placed in local, region and national artist publications, newsletters, list serves, and web sites as appropriate.
- g. Collate responses to art calls for art jury review.
- h. in consultation with the client and stakeholder group, develop a pool of qualified art jury members.
- i. develop criteria for art jury composition & procedures The composition of artist selection panels (juries) is essential to artistic success and creative excellence in ARTWalk2. The consultant shall assist the City and the key project stakeholders in determining appropriate jurors for the artist selection panels. Conduct a half day (4hours) Jury training session for selected Jurors.
- j. administer/facilitate jury process.
- k. Throughout the selection process, uphold aesthetic standards and best practices in public art, artist selection and public participation,
- l. Assist the City in developing a model public art contract consistent with the best practices to be used in the project. The City will final say on all legal and financial matters. Act as a liaison between the City and the artists participating on the project to execute their individual contracts. The artists' contracts shall be between the City of Rochester and the Artist. (Assume max. of 5 artists contracts required)
- m. Manage and oversee the development and integration of the artwork during artwork fabrication and installation (assume 5 artworks to oversee)
- n. Develop art durability criteria and maintenance program guidelines for the artworks
- o. create an inventory of potential art fabricators (fabricator roster) as a resource for artists and stakeholders (assume fabricator roster will be developed for up to 5 artworks.)

The over-riding goal is to create a unified aesthetic and broad public and artist engagement.

It is anticipated that approximately twenty artists will be commissioned for the major art works in this project. The consultant will manage and administer the artist selection process for the City. The

consultant will engage the stakeholders to establish strong, flexible methodologies of artist selection which rely both upon the past selection processes of ARTWalk of Rochester and the practices summarized in the Methods of Artist Selection “issue paper” from the Americans for the Arts’ Public Art Network by Greg Esser (www.artsusa.org/pdf/networks/pan/issue_paper.pdf). This document draws on many years of experience and discussion across the public art field. Similar guidelines can be found in the leading public art “how to” manuals, such as *Going Public* (Cruikshank and Korza: 1988), *New Works: A Public Art Project Planning Guide* (Fuller: 1988), and *Public Art By the Book*, (Seattle Office of Arts and Culture, 2005).

The AFTA Issue Paper recognizes four primary methods for artist selection plus an alternate method:

1. Open Competition (Request for Quotes [RFQ] or Request for Proposals [RFP]),
2. Limited Competition
3. Direct Selection
4. Nomination
5. Artist Roster – a prequalified artist pool developed through a universal RFQ

The following is brief description of what each of the selection processes entails:

4.1a. Open Competition via Request for Qualifications (RFQ):

Artists submit their qualifications/ past experience with developing Art for a certain element of the project.

4.1b. Open Competition via Request for Proposals (RFP):

Artists submit their proposal for a certain Art element of the project.

4.2. Limited or Invitational Competition:

Artists (typically 3-5) are invited to compete following prequalifying research and curating process to assess proficiency, experience and excellence in a particular area, such as decorative pavers, bronze sculpture or public participation.

4.3. Direct Selection:

A direct curatorial choice when there is professional expertise to determine a single clear choice or a sole source artist, such as a) a work on museum grounds that must follow museum guidelines for selection, b) a need for an artist at a very high level of achievement who is past the stage of competing for projects, c) a very limited project budget or timeline or an artist new to public art who might be overlooked in a competition, d) a work on private grounds that is funded by the owner, who wishes to choose the art.

4.4. Nomination:

Commissioning agencies request that the members of a selection panel nominate artists to be considered for a public art commission opportunity. Nominations may be used with any of the previously described methods of selection.

4.5. Artist Roster via Universal RFQ:

Consultant shall develop a universal RFQ and Artist Roster for the project in cooperation with stakeholders and the City. A universal RFQ will be prepared for select art works (identified in the table below). The universal RFQ will identify the criteria, warranty and durability requirements for each art work and will be sent to local, regional, national and/or international artist. Artists will be asked to submit their qualifications/ past experience with developing Art for a certain element(s) of the project. The artists that respond will be collated for jury review. The jury for the artist roster will be selected by the City based upon recommendations from the Consultant and stakeholders. The jury for the artist roster will determine which artists are accepted into the Artist Roster. Artists for certain

art works can be chosen by the Art jury directly from the Roster or if multiple artists are considered qualified, a short list of those 3-5 qualified artists will compete for a project via an RFP process. The consultant shall prepare and administer the RFP process for the specific art piece. In this RFP competition, selected artists would be contracted directly with the City for that design work. The art jury for the specific art pieces will be selected by the City based upon recommendations from the Consultant and stakeholders.

The choice of method employed for artist selection depends on the location, goals, budget, timeline and prominence of the artwork, as well as the needs and desires of both stakeholders and property owners and cultural anchors on ARTWalk2. Except for the privately funded art acquisitions (i.e. private funding identified by MAG, Stern Properties & RMSC), the final decision regarding the method employed for artist selection shall be made by the City. Realistic budget limits and organizational capacity to manage multiple processes will be considered in selecting each process.

The following is the proposed artist selection process that would be used for each of the artistic elements on ARTWalk2:

Artwork	Artist Selection Process
MAG Art Installation (1 artwork)	Property Owner's Internal direct selection via nomination in collaboration with city/stakeholders
RMSC Iconic Interactive Art Installation (1 artwork)	Property Owner's internal direct selection via nomination in collaboration with city/stakeholders
Welcome plaza Icon Art installation at University/Goodman Intersection (1 artwork)	Property Owner's direct selection via nomination in collaboration with city/stakeholders
Connective Art Elements in Sidewalk (3 artworks)	Universal RFQ to develop Artists Roster for 1 art work. RFP for remaining artworks
Revolving Art in Ribbon Wall area (succession of 5 temporary artworks)	RFP for local artists or nominations
Artwork Installation in Pocket Park (1 artwork)	RFP for artwork
Wayfinding and directional signage (4 minimalist, high design, freestanding directional wayfinding signs)	RFP to Environmental Graphic Artists/Designers
Street fixtures/Functional Art e.g., manhole covers, tree grates, light poles benches, gates etc. (5 artworks)	RFP for artworks or nominations. If budget or time is limited, use nominations/interviews.
Artist-initiated or Co-created art (1 artworks)	Any; preference for open RFP with strong jury process

Consultant will create a digital Fabricator Roster of pre-qualified art fabricators designed to broaden eligibility for local and emerging artists who may elect to use approved fabricators and/or installers to help them meet warranty and durability criteria (so as to "level the playing field" for emerging, local and studio artists), and/or to permit community members to contribute artistic content to a co-created work that is then translated by professional fabricators into permanent art such as paving patterns, and to consolidate, to the degree possible, warranty and maintenance issues to qualified contractor fabricators and/or installers. The list of pre-qualified fabricators will also be available to artists to form teams to compete for projects.

5. Public Participation Process

The consultant shall work collaboratively with the design team, stakeholders and the community to progress the detailed design of the ARTWalk2 project with a strong, inclusive public participation process designed to maximize community health and social and economic vitality. The consultant shall strive to achieve all five levels of IAP2 criteria for public participation including; Inform, Consult, Involve, Collaborate, and Empower the Community. Consultant tasks include:

- Management of stakeholder and public decision-making process, including an educational lecture and workshop series
- Design and management of large scale public participatory process to contribute to art-making, including the public and private school systems
- Design and implement a Public Information Plan

The Consultant shall assist the City in conducting/administering the following public participation meetings/ discussions for this project:

A. Steering Committee Meetings

- Develop a Steering Committee (15 members)
- Conduct Monthly Steering Committee Meetings throughout the design process (assume 12 mtgs.)
- The Steering Committee roles and responsibilities are:
 - Provide open communication among key stakeholders
 - Establish and monitor procedures and guidelines
 - Monitor schedule and deliverables

B. NOTA Stakeholder Meetings

- Quarterly NOTA Stakeholder Meetings (assume 5 mtgs.)
- NOTA Stakeholder Group will be made up of key stakeholders, concerned residents, businesses etc.
- Stakeholder meetings will be used to:
 - Review/ Discuss proposed plans
 - Present and select options for the various design elements of the project
 - Provide consistent clear communication to the community
- One-on-one stakeholder survey early in the Design Development process will be conducted.

C. Neighborhood Public Meetings

At the request of the City and in cooperation with the City, the Consultant shall conduct meetings with neighborhood groups and merchant's associations neighboring the Project Area. At the meeting(s) the Consultant shall attempt to determine the problems, needs, and priorities of such associations and their members and shall solicit suggested methods of remedying their problems with current road, sidewalk and other related facilities. The Consultant shall also utilize such meeting(s) to keep residents and merchants informed of the progress of the project, in order to stimulate their involvement and cooperation. In order to facilitate the dissemination of information at such meetings, the Consultant shall prepare necessary visual aids, color display and informational material. The Consultant shall provide a memorandum summarizing these meetings.

Assume three (3) Public Meetings will be conducted by the consultant to facilitate public participation processes to update the public on the process and gather public input on key decisions.

D. Interactive Design Workshops

The Consultant shall conduct three (3) interactive design workshops with neighborhood groups, concerned residents and key stakeholders neighboring the Project Area. At the workshop(s) the Consultant shall attempt to determine the needs, priorities and objectives for ARTWalk2 element being discussed. The Consultant shall also utilize such workshop(s) to solicit input on the project in order to stimulate their involvement and cooperation. In order to facilitate participation at such workshops, the Consultant shall prepare necessary visual aids, color display and informational material. The Consultant shall provide a memorandum summarizing these workshops.

Three (3) interactive design workshops are anticipated for this project for connective artworks, ground plain treatments and pocket parks/ribbon wall.

E. Educational Lecture Series

In partnership with Stakeholders, to educate participants and the public, support excellence and foster wider participation, the consultant will conduct/ organize and hire speakers for three (3) educational public lectures/forums/workshops to broaden and deepen awareness of national best practices and processes in public art and community engagement.

F. Public Participatory Process

The Consultant will design and manage a large scale public participatory process which will help develop, support and implement public interaction and participation with artists selected for the ARTWalk2 project.

The Consultant shall design and manage a scalable, city-wide public participation process that will invite residents of all ages and backgrounds to collaborate with, contribute authentically to, or be involved in the art-making process. That effort will consist of:

1. Meet with relevant stakeholders to determine and develop how each wants to be involved in reaching out to the community and inviting people to participate in ARTWalk. (assume 5 meetings 2 hours each)
2. Tailor plans to support that stakeholder involvement.
3. Train stakeholders to be able to carry out their portions of the participation plan, including gathering community input through the instruments developed for that purpose. (assume 4 – one hour stakeholder meetings)
4. Design and Create materials (tabletop booth, posters, hand-outs, recording devices) to support stakeholders in their efforts to integrate mass-scale participation into their current programming (assume this a maximum of a 40 hour effort)
5. Write, design, print and distribute/place mass-scale communication tools — posters, brochures, email, direct mail — designed to promote and elicit participation and capture local histories from residents
6. Work with the Rochester Historical Society or another appropriate stakeholder to organize a digital archive of the community histories that is accessible by chosen artists (assume this is 20 hour effort)
7. Develop and help execute a public relations and PSA plan to promote participation. (assume 20 hour effort for this task)
8. Research and develop an inventory (a 2-page report with contact information) of interested organizations, schools or social organizations to be offered as potential collaborators to artists for specific works either within or outside the history project.

9. Develop an inventory (5-page report with examples of completed projects) of potential interaction/engagement processes to include a range of conceptual, collaborative or hands-on community engagement or interactivity.
10. Develop and implement innovative strategies to integrate the community engagement processes of the project into the life of the city, thereby broadening public participation in ARTWalk2 and building community. (assume 70 hours of effort)

Note: Artists chosen will have the option of accessing the Community Archive for stories gathered from residents of all ages and backgrounds to inspire their work, or developing their own community interaction/engagement process for their work, with the approval of the jury and stakeholders.

G. School/Student Involvement

1. Consultant shall contact and work with up to 2 public schools to determine how students and educators can be involved in the design and/or creation of 1 or more specific art pieces for the project. Assume 10 meetings with the school representatives will be required.
2. Meet with university personnel to offer engagement opportunities around specific areas of interest (arts, sciences, sustainable/alternative power, time-based media, community participation, optics, etc.), matching them with appropriate parts of the project. (Assume 3 meetings will be required)
3. “Facilitate deeper participation (research, hands-on programming, and experiential learning) with 2 key schools or community segments (possibly Genesee, teens from the Youth Center). Assume 5 meetings will be required)
4. Develop one lesson plan around public art and public participation appropriate for multiple ages throughout the public school system.

H. Local & Emerging Artists Workshops

Consultant shall implement measures to build capacity and to level the playing field for local, studio and emerging artists in this community by planning and leading two (2) workshops with local and emerging artists, enabling interaction and networking with established national, regional public art figures (identified in lecture series above). These workshops will provide:

1. Guidance to artists who are first-time applicants about how to develop strong proposals/submissions,
2. Handouts with inventory of up-to-date information on best practices/methodology in the public art field
3. Educational handouts for attendees about the approved warranty and durability criteria for ARTWalk2 elements

I. Project Funding Meetings/Presentations

Consultant shall help plan for and attend up to 10 local meetings with possible local/national funding sources. Assume (25 person hours for the Project Manager and 25 person hours for the Art Consultant will be necessary.)

J. Project Web Site

Consultant shall modify/update the current ARTWalk organization website to provide additional information for the ARTWalk2 project for the community, stakeholders, potential artists and funding sources. The following Scope of Services will be required to *modify/update* the ARTWalk web site for this project (assume web site will be a maximum of 8 pages of information)

1. Pre-Production

- a. Conduct initial kick-off meeting and general brainstorming session to determine preferences, goals and overall vision and verify all technical aspects involved in the successful implementation of the final product. At a minimum the following project information should be included in the web site:
 - Project Evolution and Goals
 - Project Overview (project description, maps, graphics)
 - A way for the public to participate in the public participation process
 - Proposed Improvements
 - RFQ, RFP's for Art calls.
 - Videos of presentations and lectures
 - Minutes of concept design meetings
 - Project Schedule
 - Frequently Asked Questions
 - Project Contacts
 - b. The development of the preliminary graphic designs, which will be used to verify the overall navigation and graphical look of the site.
 - c. The development of the final design of the web site.
2. Production
- a. Creation of web ready graphics and template implementation.
 - b. HTML layout and programming of the working navigational system.
 - c. The creation of the overall site structure.
 - d. The creation of supporting graphics, to possibly include existing:
 - Photographs
 - Line art
 - Logos and Icons
 - Diagrams
3. Product Testing
- Internet / Intranet based pre-launch of the completed beta version of the site for client review and approval.
4. Final Product Launch
- a. The ARTWalk web site will be a link from the City's web site.
 - b. ARTWalk organization will continue to host the web site at no additional cost to consultant
 - c. The Consultant will provide monthly updates to the web site as necessary for a period of 2 years.
 - d. Consultant will train ARTWalk staff how to update website upon project completion.

6. Contract Documents

A. Contract Documents

The Consultant shall incorporate into the final Contract Documents for the Project any comments or changes resulting from the Draft PS&E reviews.

The Consultant shall prepare for approval by the City, Contract Documents including Project Summary, Special Instructions to Bidders, Bidding Forms, Special Terms and Conditions, Special Laws and Regulations, Project Specifications and working drawings for the Project. The Contract Documents are to be based upon standard City forms wherever applicable using the City's Standard Construction Documents.

The Consultant is to furnish up to 35 complete sets of the Contract Documents under this agreement, some of which are to be delivered by the Consultant to utilities or other agencies as indicated by the City. A set of half size plans plotted on 11"x17" paper shall also be submitted to the City.

Cost Estimates

The Consultant is to provide the City with a revised cost estimate including the basis for quantities in the estimate and the funding share breakdown for the project based on completed Contract Documents (submit 10 copies). In addition, a final quantity work-up book is to be prepared and 2 copies submitted. Refer to Article I, Part 8 of this agreement for digital submittal requirements.

7. Bidding Phase:

- A. The Consultant will prepare and submit two (2) weeks prior to the PS&E date the draft advertisement for bids to be placed in the NYS Contract Reporter. The Consultant will submit the ad(s) to the City for review and will revise the ad(s) to reflect comments generated by that review. Upon approval by the City, the City will place the advertisements in the NYS Contract Reporter.
- B. Advertisements must not be placed until authorization is granted to the City by the NYSDOT.
- C. The City will prepare the advertisement for bids to be placed in the local newspaper of the City of Rochester.
- D. Prior to contract letting and subsequent to P.S.&E. submission, the Consultant shall make necessary revisions and last minute changes to plans, specifications, and estimates that result from the City and other agency reviews.
- E. The Consultant shall prepare addenda as needed during the bidding phase. Such addenda shall conform to the requirements of the City's Purchasing Agent. The Consultant shall submit up to 35 copies of the addenda to the City and designated utilities and agencies.
- F. The Consultant is to attend and assist the City in pre-bid meetings and pre-award meetings. Minutes of these meetings will be prepared by the Consultant.
- G. The City will hold the public bid opening (letting).
- H. The Consultant will analyze the bid results and prepare a letter of recommendation for award. The analysis will include:
 - verifying the low bidder.
 - bid tabulation showing bid amounts by each bidder for each item bid.
 - ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.).
 - breaking the low bid into fiscal shares.
 - determining whether the low bid is unbalanced.

- for pay items bid 15% less than the Engineer's Estimate or more than 25% over the Engineer's Estimate:
 - checking accuracy of quantity calculations.
 - determining appropriateness of price bid for work in the item.
 - determining whether the low bidder is qualified to perform the work.
- I. This information shall be returned to the City within five (5) working days. Submit 10 copies of the bid tabulations, share breakdown, bid analysis, and recommendation. Refer to Article I, Part 8 of this agreement for digital submittal requirements.
- J. The Consultant will assist the City in preparing and compiling the package of information to be transmitted to the NYSDOT.
- K. The City will award the contract and will transmit the following information to the NYSDOT for information:
- transmittal letter, indicating City approval to award to the lowest responsible bidder (or to reject all bids).
 - certification from City that bid is acceptable and that low bidder is responsible to perform the work.
 - certification from the City (signed by the City Engineer) stating that title for right-of-way necessary to complete the project has been obtained.
 - Engineer's Estimate and verified low bid, broken down by fiscal shares.
- L. The Consultant shall keep a copy of the P.S.&E. they prepared for record purposes.

7. Construction Phase

The Consultant shall provide the following services:

- A. Provide, during the construction contract to be entered into by the City for the construction of this Project, to the satisfaction of the City, periodic engineering consultation services to verify adherence to the design and to assist in the administration of the construction until final completion and acceptance by the City.
- B. Check and approve shop drawings for conformance with the design concept of the Project and compliance with the information given by the Contract Documents. There shall be no change in the scope of the work or in materials specified by the Contract Documents until approval for such change has been given in writing by the City.
- C. Visit the job whenever requested by the City for the purpose of clarifying or interpreting any phase of the work. Corrections of design errors and omissions are not reimbursable under this agreement.
- D. Conduct, in company with the City and others designated by the City, a final inspection of the Project for conformance with the design of the Project and compliance with the information given in the Contract Documents.
- E. Within 3 months of completion of construction, based on marked up prints, drawings and other data furnished by the Resident Project Representative and the Contractor, furnish the City with 1 set of reproducible (mylar) record plans showing the Construction. In addition, a set of drawings showing traffic feature construction shall be submitted to the Monroe County Department of Transportation and a set showing sewer facility construction shall be submitted to the (Monroe County) Rochester Pure Waters District.

Section 1.203 – Replace Section 1.203 of the Original Agreement with the following:

The following shall constitute Additional Services:

- A. If the Consultant is caused expense due to substantial revisions of previously approved studies, design documents, drawings or specifications, such revisions having been ordered in writing by the City, or if the scope of the project is significantly enlarged either by expansion of the project's physical limits or by increase of the Consultant's responsibilities, such shall constitute additional services.
- B. If the Consultant is requested to prepare an Environmental Impact Statement (EIS) for the Project, all services related to the preparation and approval of the EIS shall constitute additional services.
- C. Should the City require the services of the Consultant as an Expert Witness on behalf of the City and request such services in writing, serving as an Expert Witness shall constitute additional services.
- D. Performing work not described under Basic Services requested and authorized in writing by the City's Authorized Agent.
- E. If the Consultant is of the opinion that any work the Consultant has been directed to perform is beyond the scope of this agreement and constitutes extra work, the Consultant shall promptly notify the City's Authorized Agent in writing of this fact prior to beginning any of the work. The City shall be the sole judge as to whether or not such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work the City shall provide extra compensation to the Consultant in a fair and equitable manner. If necessary, an amendatory agreement providing the compensation and describing the work authorized shall be issued by the City to the Consultant for execution after approvals have been obtained from any necessary City, State, and Federal Highway Administration authorities.

Section 1.401 A – Replace Section 1.401 A of the Original Agreement with the following:

- A. In no event whatsoever shall the total fee payable to the Consultant pursuant to this Amendment and the Original Agreement, including all costs and disbursements whatsoever, exceed One Million One Hundred Seventy-Five Thousand Dollars (\$1,175,000), an increase in the fee set forth in the Original Agreement of Nine Hundred Thirty Thousand Dollars (\$930,000).

Section 1.402 E 3 – Modify Section 1.402 E 3 of the Original Agreement to change the overhead rates for Bergmann and Shumaker from 147% and 150%, respectively, to 158% and 153%, respectively.

ARTICLE I Part 7 – Modify Article I Part 7 of the Original Agreement to change the Consultant designee to Brian Dougherty P.E.

ARTICLE II – Replace Article II of the Original Agreement in its entirety with the following (beginning below and ending on page 27 of this Amendment):

ARTICLE II, Part 1. Qualifications, Indemnity and Insurance

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

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

Section 2.102 Consultant's Liability

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

Section 2.103 Professional Liability Insurance

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

Section 2.104 General Liability Insurance

The Consultant shall obtain at its own expense general liability insurance in the amount of at least One Million Dollars, for protection against claims of personal injury, including death, or damage to property, arising out of the Project. Said insurance shall be issued by a reputable insurance company, authorized to do business in the State of New York. Said insurance shall also name the City of Rochester as an insured. The Consultant shall provide the City with a certificate of insurance from an authorized representative of a financially responsible insurance company evidencing that such an insurance policy is in force. Furthermore, the consultant shall provide a listing of any and all exclusions under said policy. The insurance shall stipulate that, in the event of cancellation or modification the insurer shall provide the City with at least thirty (30) days written notice of such cancellation or modification. In no event shall such liability insurance exclude from coverage any municipal operations or municipal property related to this Agreement.

Section 2.105 Workers' Compensation and Disability Benefits Insurance

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

Section 2.106 Copyright or Patent Infringement

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

Section 2.107 No Individual Liability

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

ARTICLE II, Part 2. Specific Design Restrictions

Section 2.201 Environmental Policy

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

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

ARTICLE II, Part 3. Employment Practices

Section 2.301 Equal Employment Opportunity

A. General Policy

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

B. Definitions

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

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

C. Compliance

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

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

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

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

Section 2.302 The MacBride Principles

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

Section 2.303 Compliance with Labor Laws

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

Section 2.304 Living Wage Requirements

A. Applicability of Living Wage Requirements

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

B. Compliance

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

C. Exemption

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

ARTICLE II, Part 4. Operations

Section 2.401 Compliance with Air and Water Acts

The Consultant and any and all subcontractors agree as follows:

- A. The Consultant, and its subcontractors warrant that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- B. The Consultant promises to comply with all of the requirements of Sections 144 of the Clean Air Act, as amended (47 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to the inspection, monitoring, entry, reports and information as well as all other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A condition for the award of the Agreement is that prompt notice will be given to the City of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Agreement is under consideration to be listed on the EPA list of Violating Facilities.
- D. The Consultant warrants to the City that it has not been convicted under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

Section 2.402 Political Activity Prohibited

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

Section 2.403 Lobbying Prohibited

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

Section 2.404 Anti-Kickback Rules

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

subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

Section 2.405 Withholding of Salaries

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

Section 2.406 Discrimination Because of Certain Labor Matters

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

Section 2.407 Status as Independent Contractor

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

ARTICLE II, Part 5. Documents

Section 2.501 Patents and Copyrights

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

Section 2.502 Audit

The Consultant agrees to maintain sufficient on-site records and information necessary for the documentation of any and all facets of program operation specified by this Agreement. The Consultant shall maintain all books, documents, papers and other evidence pertinent to the performance of work under this Agreement in accordance with generally acceptable accounting principles, and 40 CFR Part 30 in effect during the term of this Agreement. The Consultant agrees to permit on-site inspection and auditing of all records, books, papers and documents associated with this Agreement by authorized representatives of the City, and authorized representatives of the State of New York or the United States Government if State or Federal funding is involved in this agreement, and further agrees to provide necessary staff support to the performance of such

audit. The Consultant agrees to maintain for a period of six (6) consecutive years following termination of this Agreement any and all records, reports and other documentation arising from the performance of this Agreement; however, this period shall be extended beyond six years for any and all records and information pertaining to unresolved questions, which have been brought to the Consultant's attention by written notice by the City. The Consultant agrees to furnish to the City data to include but not be limited to, intake records, status change notices, termination notices, and follow-up records. Said reports will be submitted periodically as required by the City.

Section 2.503 Content of Sub-Agreements

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

ARTICLE II, Part 6. Termination

Section 2.601 Termination for Convenience of the City

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

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

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

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

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

Section 2.602 Termination for Default

- A. The performance of work under this Agreement may be terminated by the City in accordance with this clause in whole, or, from time to time, in part, whenever the Consultant shall default in performance of this Agreement in accordance with its terms (including in the term "default" any failure by the Consultant to make progress in the prosecution of the work hereunder which endangers such performance) and shall fail to cure diligently such default within a period of ten days or (or such longer period as the City may allow) after delivery by the City of a notice specifying the default.
- B. If this Agreement is to be terminated, the City may take over the work and services and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the City for any excess cost occasioned thereby.
- C. The total fee payable shall be such proportionate part of the fee as the value of the actual work completed and delivered bears to the value of the work required or contemplated by this Agreement.
- D. This Agreement may not be so terminated if the failure to perform arises from unforeseeable causes beyond the control and without the fault or negligence of the Consultant.
- E. If, after notice of termination of this Agreement under the provisions of this section, it is determined for any reason that the Consultant was not in default or that the default was excusable the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause of this Agreement entitled "Termination for the Convenience of the City."
- F. The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE II, Part 7. General

Section 2.701 Prohibition Against Assignment

- A. The Consultant agrees that it is prohibited from assigning or otherwise disposing of this Agreement or any of its contents, or of its right, title or interest therein, or of its power to execute such contract to any other person or corporation without the previous consent in writing of the City.
- B. The Consultant shall be permitted to contract with other professions (particularly in the fields of forestry, horticulture or landscape architecture) for portions of the Project provided, however,
 - 1. The City approves, in writing, the selection of the individual, firm or firms contracted with.
 - 2. The Consultant shall remain responsible to the City for all provisions of this Agreement pertaining to services by other professionals.

Section 2.702 Compliance with All Laws

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

Section 2.703 Successors

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

Section 2.704 Interest of City and Consultant in Contract

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

Section 2.705 Permits, Laws and Taxes

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

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

Section 2.706 Obligations Limited to Funds Available

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

Section 2.707 Extent of Agreement

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

Section 2.708 Law and Forum

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

Section 2.709 No Waiver

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

Section 2.710 Severability

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

Section 2.711 Debarment and Suspension

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

recipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

SCHEDULE A – Append the following Amendment #2 Schedule A after Schedule A in the Original Contract:

University Ave. (Union - Goodman) & ARTWalk2 Project
SCHEDULE A for AGREEMENT AMENDMENT #2
FEE SCHEDULE (Design Phases V-VI)

ITEM DESCRIPTION	FIRM and PAY LIMITS				TOTAL
	Bergmann Associates	Studio Wm. Cochran	ARTWalk of Rochester	Shumaker Engineers	
I. BASIC SERVICES					
Direct Technical Labor					
Preliminary Design	> > > Refer to Schedule A from the Original Agreement < < <				
Final Design & Contract Documents	118,729	198,425	37,600	24,394	\$379,148
Advertise, Bidding & Award	2,135	14,750	5,850	0	\$22,735
Construction Support	16,744	22,925	8,750	0	\$48,419
TOTAL I.	137,608	236,100	52,200	24,394	\$450,302
II. OVERHEAD ALLOWANCE					
NYSDOT current approved rate (%)	158	Included in DTL	Included in DTL	150	
TOTAL II.	217,420	0	0	36,591	\$254,011
III. REIMBURSABLE EXPENSE					
Lodging, sustenance & travel	649	24,000	0	1,469	\$26,118
Printing & reproduction	7,178	2,191	1000	153	\$10,522
Equipment rental & supplies	0	0	0	225	\$225
Miscellaneous	35,800	6,150	800	144	\$42,894
Owner's protective liability insurance	1,000	0	0	600	\$1,600
Subcontractor cost (not subject to fixed fee)	0	25,325	1000	9,100	\$35,425
TOTAL III.	44,627	57,666	2,800	11,691	\$116,784
IV. FIXED FEE					
10% - 15%	11.6	Included in DTL	Included in DTL	11.5	
TOTAL IV.	42,700	0	0	7,317	50,017
TOTAL I-IV.	442,355	293,766	55,000	79,993	871,114
V. ADDITIONAL SERVICES					
Contingency	29,900	19,858	3,720	5,408	58,886
TOTAL V.	29,900	19,858	3,720	5,408	58,886
GRAND TOTAL, I-V.	\$472,255	\$313,624	\$58,720	\$85,401	\$930,000

SCHEDULE B – Delete Schedule B in the Original Contract entirely and replace it with the following:

SCHEDULE B - TIME SCHEDULE

PHASE

Draft Design Approval Document	210 days from Notice to Proceed
Final Design Approval Document	Complete by July 15, 2009
Advanced Design Plans (Design Phase V)	Complete by December 15, 2009
PS&E (Design Phase VI)	Complete by February 15, 2010
Bidding Phase (Design Phase VI)	120 days

PS&E date assumes that Bergmann has signed agreement on or before August 17, 2009

EXHIBIT A – Append the following four proposals to the end of Exhibit A in the Original Contract:

Exhibit A, Page 1
Bergmann Associates - Salary Schedule
Universtiy Avenue and ARTWalk Improvements- Phase 1
PIN 475.183.61, P.C. No. 08101
City of Rochester, NY

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES		MAX HOURLY RATES			OVERTIME CATEGORY
		DATE OF CERTIFIED ROSTER 3/28/2008	PROJECT MID-POINT 9/1/2009	2010			
				2008	2009		
Principal	IX (A)	\$72.00	\$75.11	\$72.00	\$74.16	\$76.38	A
Project Manager	VIII (A)	\$64.13	\$66.90	\$72.00	\$74.16	\$76.38	B
Senior Project Engineer	VII (A)	\$48.08	\$50.16	\$56.47	\$58.16	\$59.91	B
Project Engineer	VI (A)	\$46.02	\$48.01	\$46.46	\$47.85	\$49.29	B
Senior Engineer	V (A)	\$41.53	\$43.32	\$43.57	\$44.88	\$46.22	B
Engineer	IV (A)	\$37.57	\$39.19	\$42.15	\$43.41	\$44.72	B
Design Engineer	III (A)	\$32.51	\$33.91	\$40.75	\$41.97	\$43.23	B
Junior Engineer	I/II (A)	\$24.78	\$25.85	\$30.39	\$31.30	\$32.24	B
Senior Designer	IV (N)	\$40.15	\$41.88	\$44.04	\$45.36	\$46.72	B
Senior Engineering Technician	IV (N)	\$32.33	\$33.73	\$35.46	\$36.52	\$37.62	C
Senior Engineering Technician	III (N)	\$29.43	\$30.70	\$32.32	\$33.29	\$34.29	C
Engineering Technician	II (N)	\$24.22	\$25.27	\$28.03	\$28.87	\$29.74	C
Engineering Technician	I (N)	\$18.76	\$19.57	\$23.59	\$24.30	\$25.03	C
Senior Construction Inspector	IV (N)	\$38.90	\$40.58	\$50.00	\$51.50	\$53.05	C
Senior Construction Inspector	III (N)	\$30.16	\$31.46	\$31.50	\$32.45	\$33.42	C
Construction Inspector	II (N)	\$24.25	\$25.30	\$25.00	\$25.75	\$26.52	C
Construction Inspector	I (N)	\$17.75	\$18.52	\$18.75	\$19.31	\$19.89	C
Senior Land Surveyor - Licensed	IV (N)	\$39.06	\$40.75	\$40.40	\$41.61	\$42.86	C
Party Chief - Licensed	IV (N)	\$39.06	\$40.75	\$40.40	\$41.61	\$42.86	C
Party Chief - Unlicensed	III (N)	\$22.40	\$23.37	\$25.49	\$26.25	\$27.04	C
Instrument Person	II (N)	\$21.21	\$22.13	\$22.75	\$23.43	\$24.14	C
Technical Typist	N/A	\$18.52	\$19.32	\$22.64	\$23.32	\$24.02	C
Trainee	N/A	\$14.45	\$15.07	\$15.50	\$15.97	\$16.44	C

Notes:

Hourly rates shall not exceed those shown above.

Exhibit B, Page 1
Bergmann Associates - Direct Non-Salary Costs
Universtly Avenue and ARTWalk Improvements- Phase 1
PIN 475.183.61, P.C. No. 08101
City of Rochester, NY

1. Lodging, Sustenance & Travel

Day Meal	0	Meals @ \$	-	Per Meal	2	Persons	\$0
Lodging	0	Nights @	\$0	Per Night for	2	Persons	\$0
Meal Allowance	0	Lunches	\$0	Per Day for	0	Persons	\$0

Mileage

		<u>Trips @</u>	<u>Miles per trip</u>	<u>Miles</u>
Job Meetings	30	Trips @	15 Miles per trip	450
Constructability Review	0	Trips @	0 Miles per trip	0
Public Meeting	4	Trips @	15 Miles per trip	60
Misc. Site Visits	10	Trips @	15 Miles per trip	150
Construction Phase Services Mtgs.	30	Trips @	15 Miles per trip	450
Value Engineering Study	0	Trips @	0 Miles per trip	0
	0	Trips @	0 Miles per trip	0
	0	Trips @	0 Miles per trip	0
	<u>74</u>			

1110 Miles @ \$0.585 = \$649
Subtotal \$649

2. Out of House Reproduction

	<u>Sheets</u>		<u>Each</u>	
8 1/2 X 11 Reproduction	20000	x	\$0.10	= \$2,000
11 X 17 Reproduction	10000	x	\$0.25	= \$2,500
22 X 34 Reproduction	60	x	\$1.30	= \$78
Vela Bond Plots	0	x	\$2.50	= \$0
Color Plots	20	x	\$30.00	= \$600
Color Copies	1000	x	\$1.00	= \$1,000
Foam Core Board	10	x	\$10.00	= \$100
Mylar's	60	x	\$15.00	= \$900
				Subtotal <u>\$7,178</u>

3. Equipment Rental and Supplies

Hazardous Waste/Contaminated Materials Field Screening				
Equipment Rental and Materials				\$0
Drilling Rig-Test Boring installation				\$0
Laboratory Analysis				\$0
				Subtotal <u>\$0</u>

4. Miscellaneous Expenses

Mailings, Postage, Express Mail, Misc. expenses for public meetings				\$3,000
Expenses from ARTWALK of Rochester Fee Proposal				\$32,800
				Subtotal <u>\$35,800</u>

5. Owner's Protective Liability Insurance

Subtotal \$1,000

Total Direct Non Salary Costs: \$44,627

6. SUBCONTRACTOR COSTS

Subtotal \$0

Total Subcontractor Costs: \$0

Exhibit C
Bergmann Associates - Summary
Universtiy Avenue and ARTWalk Improvements- Phase 1
PIN 475.183.61, P.C. No. 08101
City of Rochester, NY

	TOTAL												
Item IA, Direct Technical Salaries (estimated) subject to audit	\$137,608												
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0												
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$44,627												
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	\$0												
Item III, Overhead Estimated subject to audit	\$217,420												
Item IV, Fixed Fee (negotiated)	\$42,700												
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"></td> <td style="width: 20%; text-align: right;">Shumaker Engineering and Surveying</td> <td style="width: 20%; text-align: right;">\$79,993</td> </tr> <tr> <td></td> <td style="text-align: right;">R.K. Hite and Associates</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td></td> <td style="text-align: right;">Studio William Cochran</td> <td style="text-align: right;">\$293,766</td> </tr> <tr> <td></td> <td style="text-align: right;">Artwalk Organization</td> <td style="text-align: right;">\$55,000</td> </tr> </table>		Shumaker Engineering and Surveying	\$79,993		R.K. Hite and Associates	\$0		Studio William Cochran	\$293,766		Artwalk Organization	\$55,000
	Shumaker Engineering and Surveying	\$79,993											
	R.K. Hite and Associates	\$0											
	Studio William Cochran	\$293,766											
	Artwalk Organization	\$55,000											
Total Estimated Cost:	\$871,114												

	Principal	Project Manager	Senior Project Engineer	Project Engineer	Senior Engineer	Engineer	Design Engineer	Junior Engineer	Senior Designer	Senior Engineering Technician	Senior Engineering Technician	Senior Engineering Technician	Senior Construction Inspector	Senior Construction Inspector	Construction Inspector	Construction Inspector	Party Chief - Licensed	Party Chief - Unlicensed	Instrument Person	Technical Typist	Trainee	TOTAL
	IX (A)	VIII (A)	VII (A)	VI (A)	V (A)	IV (A)	III (A)	II (A)	IV (N)	IV (N)	III (N)	III (N)	III (N)	III (N)	II (N)	II (N)	IV (N)	III (N)	II (N)	N/A	N/A	
	\$75.11	\$66.90	\$50.16	\$48.01	\$43.32	\$39.19	\$33.91	\$25.85	\$41.88	\$33.73	\$30.70	\$25.27	\$19.57	\$40.58	\$25.30	\$18.52	\$40.75	\$23.37	\$22.13	\$19.32	\$15.07	
	0.0%	0.0%	0.0%	22.2%	0.0%	24.1%	38.8%	0.0%	14.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
a. b.c. Advertisements for Bids				1																		3
d. Last Minute Changes and Revisions				1																		11
e. Addressa Preparations				4																		22
f. Pre-Bid and Pre-Award Meetings				2			12															4
g. Bid Opening				2																		2
h. Tabulate and Analyze Bid Results, Recommendation				1			4															5
i. Assistance with NYS DOT Information Package				1			4															2
j. Contract Award and NYS DOT Information Transfer				1			1															2
k. Consultant Retain 1 Copy of PS&E for Record Purposes				1			1															2
(NO CONSULTANT INVOLVEMENT)																						
TOTALS 10. BIDDING PHASE SERVICES	0	0	0	12	0	13	21	0	8	0	0	0	0	0	0	0	0	0	0	0	0	54

11. CONSTRUCTION PHASE SERVICES

a. Periodic Consultation Services, Technical Assistance				60			40															240
b. Shop Drawing Review and Compliance				4			40															68
c. Site Visits and Meetings				40			40															80
d. Final Punch-List Walk-Through Inspection				4			40															12
e. As Built Record Drawings				4			40															44
TOTALS 11. CONSTRUCTION PHASE SERVICES	0	0	0	132	0	132	40	0	0	40	0	100	0	0	0	0	0	0	0	0	0	444

12. PROJECT MANAGEMENT

a. Project Management of Sub Consultants				120																		120
TOTALS 12. PROJECT MANAGEMENT	0	0	0	120	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	120

MAN-HOUR SUMMARY

1. PHASE I/IV ADDITIONAL SERVICES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	128
2. SUPPLEMENTAL SURVEY AND MAPPING	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20
3. RIGHT OF WAY SURVEY AND MAPPING	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18
4. HAZARDOUS WASTE / CONTAMINATED MATERIALS ASSESSMENTS	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12
5A. DETAILED HIGHWAY DESIGN (PRELIMINARY)	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	943
5B. ADVANCED DETAILED PLANS	0	64	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,007
6. FINAL PS&E	0	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	241
7. ARTIST SELECTION PROCESS	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	106
8. PUBLIC PARTICIPATION PROCESS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	488
9. CONTRACT DOCUMENTS	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	145
10. BIDDING PHASE SERVICES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	54
11. CONSTRUCTION PHASE SERVICES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	444
12. PROJECT MANAGEMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	120
GRAND TOTALS (HOURS):	0	33	0	690	231	355	541	72	188	232	168	1,008	204	0	0	0	0	0	0	0	0	3,728
AVERAGE RATES:	\$75.11	\$66.90	\$50.16	\$48.01	\$43.32	\$39.19	\$33.91	\$25.85	\$41.88	\$33.73	\$30.70	\$25.27	\$19.57	\$40.58	\$25.30	\$18.52	\$40.75	\$23.37	\$22.13	\$19.32	\$15.07	

COST SUMMARY

1. PHASE I/IV ADDITIONAL SERVICES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,827
2. SUPPLEMENTAL SURVEY AND MAPPING	\$0	\$268	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$821
3. RIGHT OF WAY SURVEY AND MAPPING	\$0	\$134	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$788
4. HAZARDOUS WASTE / CONTAMINATED MATERIALS ASSESSMENTS	\$0	\$0	\$0	\$0	\$0	\$470	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$470
5A. DETAILED HIGHWAY DESIGN (PRELIMINARY)	\$0	\$288	\$0	\$5,165	\$2,643	\$2,743	\$5,562	\$6,200	\$3,686	\$6,775	\$7,762	\$1,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$31,941
5B. ADVANCED DETAILED PLANS	\$0	\$720	\$0	\$3,072	\$3,135	\$3,135	\$6,918	\$4,452	\$4,452	\$4,452	\$2,223	\$881	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,941
6. FINAL PS&E	\$0	\$134	\$0	\$1,386	\$1,386	\$1,085	\$1,085	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,240
7. ARTIST SELECTION PROCESS	\$0	\$0	\$0	\$0	\$0	\$0	\$2,035	\$1,241	\$0	\$0	\$0	\$1,668	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,538
8. PUBLIC PARTICIPATION PROCESS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,779
9. CONTRACT DOCUMENTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,384
10. BIDDING PHASE SERVICES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,133
11. CONSTRUCTION PHASE SERVICES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,742
12. PROJECT MANAGEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,761
TOTAL DOLLARS:	\$0	\$2,208	\$0	\$27,364	\$10,008	\$13,913	\$18,347	\$1,961	\$7,874	\$7,824	\$6,158	\$25,408	\$3,982	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$124,095

Exhibit B, Page 6
Studio William Cochran- Salary Schedule
University Avenue and ARTWalk Improvements
PIN 4754.18, P.C. No. 08101
City of Rochester, NY

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES		MAXIMUM HOURLY RATES			OVERTIME CATEGORY
		Current 12/1/08	Projected 12/30/2009	2009			
Sr. Artist		\$125.00	\$125.00	\$125.00	\$0.00	\$0.00	A
Public Participation Specialist		\$75.00	\$85.00	\$85.00	\$0.00	\$0.00	A
Office assistant		\$25.00	\$25.00	\$25.00	\$0.00	\$0.00	B
Graphic Designer/Architectural renderings		\$27.50	\$30.00	\$30.00	\$0.00	\$0.00	B
Coordinator		\$20.00	\$20.00	\$20.00	\$0.00	\$0.00	B
N/A		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	B
N/A		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	B
N/A		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	B
N/A		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	B
N/A		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	B
N/A		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	B
N/A		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A
N/A		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A

NOTES

Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable, as described in Exhibit E of the original agreement.

OVERTIME POLICY

Category A - No overtime compensation.

Category B - Overtime compensated at straight time rate.

Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week.

Exhibit B, Page 8
Studio William Cochran - Direct Non-Salary Costs
University Avenue and ARTWalk Improvements
PIN 4754.18, P.C. No. 08101
City of Rochester, NY

1. Travel, Lodging and Sustenance

Airfair	25	flights @	\$300	Per Flight for	1	Persons	\$7,500
Lodging	60	Days @	\$125	per night	1	Persons	\$7,500
Lecturer Lodging	0	nights	\$125	per night	1	Persons	\$0
Per Diem	150	Days @	\$45	Per Day for	1	Persons	\$6,750

Mileage

	<u>Trips</u>	<u>Miles per Trip</u>			
Local Trips	0	10	@	\$0.520	\$0.00
Site rental car	0	50	@	\$0.520	\$0.00
	5	weeks	@	\$450.000	\$2,250.00

TOTAL TRAVEL, LODGING, & SUBSISTENCE: \$24,000.00

2. Subcontractor

Lecturer	1 @	1,000.00		\$1,000
Intellectual propx	5 hours	225.00		\$1,125
Via Partnership curriculum speci:	50 hours	140.00	(fabricator contacts, Artist Register Support, durability crite	\$7,000
art integration	4 @	300.00		\$1,200
RHS Grant	2	2,500.00		5000
Calligrapher		5,000.00	this is minimal	\$5,000
				\$5,000

TOTAL SUBCONTRACTORS: \$25,325.00

3. Reproduction, Drawings & Reports

Color on cardstc 8 1/2 x 11	150	Copies	\$1.30	per sheet	\$195.00
color 8.5 x 11	400	Copies	\$0.99	per sheet	\$396.00
oversize color	300	Copies	\$4.00	per square foot	\$1,200.00
oversize bw	200	Copies	\$2.00	per square foot	\$400.00

TOTAL REPRODUCTION, DRAWINGS & REPORTS: \$2,191.00

4. Miscellaneous Costs

tabletop booth		\$700		
digital recorders		\$750		
transcription kit		\$200		
promo materials by AW		\$0	\$5000 for AW	
videography for talks (5 lectures + 3 public m Bergmann, in-house				
PSA recording		\$100		
Café Fees		\$4,000	artist roster online service	
Telephone	\$	-		
Postage and Deliveries	\$	100.00		
Supplies and Miscellaneous	\$	300.00		

TOTAL MISCELLANEOUS COSTS: \$6,150

TOTAL COSTS: \$57,666.00

Exhibit B, Page 9
Studio William Cochran - Summary
University Avenue and ARTWalk Improvements
PIN 4754.18, P.C. No. 08101
City of Rochester, NY

	TOTAL
Item IA, Direct Technical Salaries (estimated) subject to audit	\$236,100
Item IB, Direct Technical Salaries Premium Portion audit (estimate)	\$0
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$57,666
Item II Direct Non-Salary Cost (estimated) (Sub-Contractor Cost)	\$0
Item III, Overhead (Overhead in DTL Hourly Rate) Estimated subject to audit	\$0
Item IV, Fixed Fee (negotiated) (Fixed Fee in DTL Hourly Rate)	
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	\$0
Total Estimated Cost:	\$293,766

SEDMAKER CONSULTING ENGINEERING & LAND SURVEYING, PC
 University Avenue (Union St. to Goodman St.) Improvements
 PROJECT # 4734.18
 Final Design Services
 Notice

JOB TITLE	TASK # **											TOTAL DIRECT TECHNICAL	PROJECTED HOURLY	TOTAL
	1	2	3	4	5	6	7	8	9	10	11			
ASCE (A) OR NCEM (N) GRADE	1	2	3	4	5	6	7	8	9	10	11	Hours	SALARY RATE	LABOR
Principal														
Senior Managing Engineer	1	2										1	\$71.50	\$71.50
Land Surveyor III												4	\$63.96	\$255.84
Managing Engineer II												4	\$55.64	\$222.56
Managing Engineer I								16				16	\$250.02	\$4,000.32
Geologist IV												0	\$48.54	\$0.00
Senior Engineer												98	\$43.76	\$4,289.68
Land Surveyor I												0	\$36.72	\$0.00
Land Surveyor II												0	\$36.72	\$0.00
Geologist V												14	\$35.86	\$4,999.44
Team Leader												0	\$47.14	\$0.00
Project Engineer												0	\$42.90	\$0.00
Environmental Scientist IV												0	\$33.28	\$0.00
Geologist IV												124	\$32.75	\$4,062.24
Resident Engineer												0	\$41.60	\$0.00
Assistant Team Leader												0	\$39.26	\$0.00
Engineer												120	\$35.15	\$4,218.00
Environmental Scientist III												0	\$26.52	\$0.00
Geologist III												0	\$33.23	\$0.00
Sr. Engineering Technician												136	\$25.91	\$3,523.76
Technician III												0	\$25.02	\$0.00
Environmental Scientist II												0	\$25.22	\$0.00
Assistant Engineer												0	\$25.98	\$0.00
Inspector												0	\$29.67	\$0.00
Engineering Technician												244	\$20.23	\$4,936.12
Technician II												18	\$20.23	\$364.14
Environmental Scientist I												0	\$23.14	\$0.00
Sr. Engineer												0	\$24.82	\$0.00
Senior Inspector												0	\$26.00	\$0.00
Technician I												0	\$16.95	\$0.00
Technical Draft												10	\$20.42	\$204.20
Barry Chong Field*												0	\$27.14	\$0.00
Insufficient Person Field*												0	\$27.44	\$0.00
Insufficient Person Field*												0	\$17.42	\$0.00
TOTAL	40	6	56	2	52	4	10	308	240	80	9	807		\$24,393.48

SHUMAKER CONSULTING ENGINEERING & LAND SURVEYING, P.C.
 University Avenue (Union St. to Goodman St.) Improvements
 DOXXXX PIN 4754.18
 Final Design Services
 Monroe

1. Travel, Lodging and Subsistence										
Travel										
	Trips to	# trips	miles per							
	Field (Binghamton)	1	360 miles/trip		360					
	Asb/Haz/ (Albany)	2	400		800					
	Meetings	2	360		720					
			Total Mileage		1880 @					\$1,034.00
Lodging/subsistence										
	lodging	each	dollars per day							
	per diem	3	101		303					
		3	44		132					
			Total lodging/subsistence		435					\$435.00
TOTAL TRAVEL										\$1,469.00
2. Owner's Protective Insurance (Estimated)										
										Insurance
										\$600.00
3. Reproduction										
Outsourced										
	Internal prints	8 1/2" x 11"	80	@	0.08 /sheet	\$6.40				
		11 x 17	260	@	0.18 /sheet	\$46.80				
		oversized	200	@	0.50 /sq.ft.	\$100.00				
	Internal plots	bond	0	@	0.60 /sq.ft.	\$0.00				
		mylar	0	@	2.00 /sq.ft.	\$0.00				
						<u>\$153.20</u>				
TOTAL REPRODUCTION										\$153.20
4. Communication										
	Telephone/Fax	10	calls @		\$ 4.00 =	\$40.00				
	USPS	0	letter @		\$ 0.37 =	\$0.00				
	USPS	0	oversized @		\$ 1.07 =	\$0.00				
	UPS	8	overnight @		\$ 13.00 =	\$104.00				
			TOTAL COMMUNICATION							\$144.00
5. Miscellaneous										
										General Miscellaneous Costs:
										\$0.00
TOTAL MISCELLANEOUS										\$0.00
6. Survey Personnel Costs										
Wage Differential										
	Party Chief	III (N)	0		\$17.04	\$0.00				
	Instrument Person	II (N)	0		\$17.10	0.00				
	Rod Person	I (N)	0		\$17.36	0.00				
										SUBTOTAL Wage Differential
										\$0.00
Supplemental Benefit										
	Party Chief	III (N)	0		\$19.65	\$0.00				
	Instrument Person	II (N)	0		\$20.26	0.00				
	Rod Person	I (N)	0		\$22.27	0.00				
										SUBTOTAL Supplemental Benefits
										\$0.00
TOTAL SURVEY PERSONNEL										\$0.00
7. Billable Supplies and Equipment Rental										
										\$225.00
TOTAL DIRECT COST										\$2,591.20
8. Subcontractor/Subconsultant Costs										
a. Models, Rendering, Photos										\$0.00
b. Sub 1										
	firm/co. name				LS/NTE					
	Geophysical Scan (1-day)					\$3,100.00				
	Geoprobe (3-days w/Soft Dig)					\$3,150.00				
	Lab Analyses					\$2,850.00				
	Sub 2									
	Sub 3									
	Sub 4									
	Sub 5									
	Sub 6									
										\$9,100.00
TOTAL SUBCONTRACTOR AND SUBCONSULTANT COST										\$9,100.00
TOTAL DNSC										\$11,691.20

SHUMAKER CONSULTING ENGINEERING & LAND SURVEYING, P.C.
University Avenue (Union St. to Goodman St.) Improvements
DOXXXXX PIN 4754.18
Final Design Services
Monroe

Item IA, Direct Technical Salaries (estimated) subject to audit		\$24,393.48
Item II, Direct Non- Salary Cost (estimated) (Direct expenses)		\$2,591.20
Item II Direct Non- Salary Cost (estimated) subject to audit (Sub-Consultant and Sub-Contractor Cost)		\$9,100.00
Item III, Overhead (estimated) subject to audit	1.50	\$36,590.22
Item IV, Fixed Fee (negotiated)		\$7,318.04
Total Estimated Cost		----- \$79,992.94 =====

ARTWALK of Rochester
 Proposal for
 University Avenue/ ARTWalk 2 Project

Labor	July, 2009 - October 2009		
Admin Assistant Full Time for 16 weeks @ \$19.375/hr	(640 hours)		\$12,400
Project Manager Full Time for 16 weeks @ \$29.75/hr	(640 hours)		\$18,800
	November, 2009 - February, 2010		
Admin Assistant Part Time for 12 weeks @ \$15/hr			\$4,500
Project Manager Part Time for 12 weeks @ \$25/hr			\$7,500
Project Manager Part Time 20 weeks @ \$25/hr	February 2010 - July, 2010		\$5,000
Operations Manager - Total of 10 Fundraising meetings -16 billable per meeting 160hrs @ \$25/hr			\$4,000
	Total Sheet 1		\$52,200

ARTWalk of Rochester
 Proposal for
 University Ave/ ARTWalk 2 Project

Expenses	Artwalk Budget Amount	Included in Bergmann Budget
Misc office - printing, copying ect.	\$1,000	\$1,000
RFP's 30pages x 15 RFP's 100copies per RFP	\$0	\$2,700
RFP post card mailing	\$0.00	\$500
Graphic design and printing of RFP post card 20,000 cards	\$0	\$1,000
<u>Meetings</u>		
Expenses		
Host and Promote 3 Design work shops \$300/per	\$300.00	\$600
<u>Lecture Series</u>		
Host and promote 5 Lecture Series \$100/per	\$0.00	\$500
Lecture fee \$500/per speaker	\$0	<u>\$2,500</u>
Total Sheet 2	\$1,300	\$8,800

ARTWalk of Rochester
 Proposal for
 University Avenue/ ARTWalk 2 Project

Other Expenses

	Artwalk Budget Amount	Included in Bergmann Budget
Page 5 of 8 page roles and responsibilities #5 write, design, distribute ect.	\$500.00	\$1,500
Design Workshops #3 & #4 (Doug Rice Proposal)	\$1,000	\$17,500
Local & Emerging Artist Work Shops (2)	\$0	\$5,000
Total Sheet 3	\$1,500	\$24,000

PROJECT SUMMARY

Totals Sheet 1	\$52,200	\$0
Totals Sheet 2	\$1,300	\$8,800
Totals Sheet 3	\$1,500	\$24,000
Total ARTWalk Fee	\$55,000	\$32,800 (included in Bergmann

University Avenue and ARTWalk 2 Improvement Project

Breakdown of Roles and Responsibilities for BA, SWC and ARTWalk Org. (Base Scope)	Bergmann	Studio William Cochran	ARTWalk Organization
Artist Selection Process			
The consultant shall work collaboratively with the City, stakeholders community to:			
a. develop a unifying vision and strategy for a public art plan for the project area,	Oversight		Assist
b. define locations for art opportunities and recommend options for art types, siting, and budgets for the artworks by a diversity of artists on ARTWalk 2.	Oversight	Lead Role	Assist
c. develop the process for artist selection	Oversight	Lead Role	Assist
d. write the Calls for Art Entries (assume 1 universal RFQ to populate the artists roster and 17 individual RFP's will be required) The universal RFQ will be prepared for all the art works on the MAG and RMSC frontages (except MAG sculpture). The artists that respond to the Universal RFQ will be placed on the Artist Roster for the project. The individual RFP's will be prepared as necessary for the individual art works. Each proposed artwork will have individually tailored criteria for artists, developed in consultation with stakeholders and the community, that define artist eligibility based on geographic location, media type, recommended approach, and previous experience	Oversight	Lead Role to write and review art calls (assume they will prepare the universal RFQ and up to 2 RFP's for the MAG and RMSC frontages only)	Lead Role - Write and review up to 15 RFP's for art calls as necessary
e. develop the dissemination plan for Calls for Entry	Oversight	Lead Role	Assist
f. administer/disseminate/distribute the Art Calls. The Art calls shall be placed in local, region and national artist publications, newsletters, list serves, and web sties as appropriate.	Oversight	Assist	Lead Role to distribute and management the responses for the Calls for Art and RFQ, and cataloguing of the Artists in an Artist roster.
g. Collate responses to art calls for art jury review.	Oversight	Lead Role	Lead Role
h. in consultation with the client and stakeholder group, develop a pool of qualified art jury members.	Oversight	Contribute to the selection of potential Jury members	Contribute to the selection of potential Jury members
i. develop criteria for art jury composition & procedures. The composition of artist selection panels (juries) is essential to artistic success and creative excellence in ARTWalk 2. The consultant shall assist the City and the key project stakeholders in determining appropriate jurors for the artist selection panels. Conduct a half day (4hours) Jury training session for selected Jurors.	Oversight	Lead Role to develop of the procedures and criteria for the jury, and conducting the jury training session.	Contribute to the development of the procedures and criteria for the jury, and information presented at jury training session.
j. administer/facilitate jury process.	Oversight	Lead Role (assume they will facilitate Jury on Universal RFQ and 2 RFP's for the MAG and RMSC frontages)	Lead Role (assume they will facilitate Jury for up to 15 art pieces from the RFP process)
k. Throughout the selection process, uphold aesthetic standards and best practices in public art, artist selection and public participation.	Assist	Lead Role	Assist
l. Manage the legal and financial contracts with artists on behalf of the City of Rochester. Contracts should be consistent with best national practices and models for artists. The artists contracts will be between the City of Rochester and the Artist.	Assist	Lead Role- Manage up to 2 artists for the MAG and RMSC frontages	Lead Role- Manage up to 15 artists
m. Manage and oversee the development and integration of the artwork during artwork fabrication and installation	Oversight and assist in management and fabrication.	Lead Role (assume they will manage fabrication and installation of up to 2 art pieces)	Lead Role (assume they will manage fabrication and installation of up to 15 art pieces)
n. Develop art durability criteria and maintenance program guidelines for the artworks	Oversight	Lead Role	Assist
o. create an inventory of potential art fabricators (fabricator roster) as a resource for artists and stakeholders	Contribute to the fabricator roster.	Lead consultant to create an inventory of potential fabricators for artists.	Contribute to the fabricator roster.

University Avenue and ARTWalk 2 Improvement Project

Breakdown of Roles and Responsibilities for BA, SWC and ARTWalk Org. (Base Scope)		Bergmann	Studio William Cochran	ARTWalk Organization
The following is the proposed artist selection process that would be used for each of the artistic elements on ARTWalk 2:				
	Artwork	Artist Selection Process		
	MAG Art Installation (1 Artwork)	Property Owner's internal direct selection via nomination in collaboration with city/stakeholders		
	RMSC Iconic Interactive Art Installation (1 artwork) Not included in the base scope, May be included as a supplemental	Property Owner's internal direct selection via nomination in collaboration with city/stakeholders		
	Welcome plaza Icon Art installation at University/Goodman Intersection (1 artwork)	Assist	Lead Role in coordinating the Artwork with the project.	Assist
	Connective Art Elements in Sidewalk (3 artworks)	Contribute to the development of the RFP and distribution process.	Lead consultant on the development of the RFP for up to 2 artworks. Also, Lead consultant to administer, distribute, and manage all 3 RFP's, also lead to manage responses to the RFP's	
	Revolving Art in Ribbon Wall area (succession of 5 temporary artworks)	Contribute feedback on the development of the nomination process.	Assist Artwalk in the development of the RFP's	Lead consultant on the development of the RFP process for 5 artworks and responsible for overseeing to make certain that the best practices are followed. Lead consultant to administer and manage the nomination process for local art.
	Artwork Installation in Pocket Park (1 artwork)	Contributor to the development of the RFP and distribution process.	Assist Artwalk in the development of the RFP's	Lead consultant on the development of the RFP process for 1 artworks and responsible for overseeing to make certain that the best practices are followed. Lead consultant to administer and manage the nomination process for local art.
	Wayfinding and directional signage (4 minimalist, high design, freestanding directional wayfinding signs obtained with 1 RFP)	Contributor to the development of the RFP and distribution process.	Assist in the development of the RFP and distribution process.	Lead consultant to write, administer, distribute, and manage the RFP, also lead to manage responses to the RFP.
	Street fixtures/Functional Art e.g., manhole covers, tree grates, light poles benches, gates etc. (5 artworks)	Contribute to the development of the RFP process and distribution process.	Assist in the development of the RFP and distribution process.	Lead consultant to write, administer, distribute, and manage the RFP, also lead to manage responses to the RFP, and to develop and manage the Artist

University Avenue and ARTWalk 2 Improvement Project

Breakdown of Roles and Responsibilities for BA, SWC and ARTWalk Org. (Base Scope)		Bergmann	Studio William Cochran	ARTWalk Organization
<p>Temporary Works i.e., Plinth at N.E. Corner of Prince St./University Ave. intersection (succession of temporary art installations)</p>	<p>Universal RFQ to develop Artists-Roster. RFP for short list artists</p>	<p>Contribute to the development of the RFQ, RFP and distribution process.</p>	<p>Lead consultant on the development of the RFP and RFQ and responsible for overseeing to make certain that the best practices are followed.</p> <p>Contributor on the distribution process and management of the responses.</p>	<p>Lead consultant to administer, distribute, and manage RFQ and RFP, also lead to manage responses to the RFQ and RFP.</p>
<p>Artist-initiated or Co-created multi site Artworks (1 artworks)</p>	<p>Any; preference for open RFP with strong jury process</p>	<p>Contribute feedback on the development of the RFP, distribution, and jury selection process.</p>	<p>Lead consultant to write, administer, distribute, and manage the RFP, also lead to manage responses to the RFP, and to develop and manage the Artist</p>	<p>Assist in the development of the RFP's</p>
Public Participation Process				
<ul style="list-style-type: none"> Management of stakeholder and public decision-making process, including an educational lecture and workshop series 		<p>Contribute to the decision-making process. Oversight of the management and distribution of promotional materials.</p>	<p>Lead consultant to manage the stakeholder and public decision-making process.</p>	<p>Lead consultant to promote and make contact for the public meetings. Host organization responsible for coordinating mtgs. Reserving space, Welcoming and updating attendees.</p>
<ul style="list-style-type: none"> Design and management of large scale public participatory process to contribute to art-making, including the public and private school systems 		<p>Contribute to the events and participatory process.</p>	<p>Lead consultant to design and manage large scale public participatory process to contribute to art-making.</p>	<p>Lead consultant to promote and participate in events. Host organization responsible for coordinating mtgs. Reserving space, Welcoming and updating attendees.</p>
<ul style="list-style-type: none"> Design and implement a Public Information Plan 		<p>Contribute to and provide oversight of the Public Information Plan.</p>	<p>Lead consultant to develop and design a public information plan.</p>	<p>Lead consultant to implement a public information plan.</p> <p>Contribute to the development of the Public Information Plan</p>
<p>Management of stakeholder and public decision-making process</p> <p>The Consultant shall assist the City in conducting/administering the following public participation meetings/ discussions for this project:</p>		<p>Lead to assist the City in conducting and administering the public participatory meetings for the project</p>	<p>Assist</p>	<p>Assist</p>
<p>A. Steering Committee Meetings</p> <ul style="list-style-type: none"> Develop a Steering Committee (15 members) Conduct Monthly Steering Committee Meetings throughout the design process (assume 12 mtgs.) <p>The Steering Committee roles and responsibilities are:</p>				
		<p>Lead to develop a steering committee</p> <p>Lead to conduct monthly meeting with the steering committee.</p>	<p>Assist</p> <p>Attend monthly steering committee meetings</p>	<p>Assist</p> <p>Attend monthly steering committee meetings</p>

University Avenue and ARTWalk 2 Improvement Project

Breakdown of Roles and Responsibilities for BA, SWC and ARTWalk Org. (Base Scope)	Bergmann	Studio William Cochran	ARTWalk Organization
<ul style="list-style-type: none"> - Provide open communication among key stakeholders - Establish and monitor procedures and guidelines - Monitor schedule and deliverables 	<p>Lead to oversee that the roles of the steering committee are being followed.</p> <p>Assist</p>	<p>Assist</p>	<p>Assist</p>
<p>B. NOTA Stakeholder Meetings</p> <ul style="list-style-type: none"> - Quarterly NOTA Stakeholder Meetings (assume 5 mtgs.) - NOTA Stakeholder Group will be made up of key stakeholders, concerned residents, businesses etc. - Stakeholder meetings will be used to: <ul style="list-style-type: none"> - Review/ Discuss proposed plans - Present and select options for the various design elements of the project - Provide consistent clear communication to the community - One-on-one stakeholder survey early in the Design Development process will be conducted. 	<p>Lead to conduct quarterly NOTA Stakeholder Meetings, prepare materials for presentation, solicit and document feedback from the committee.</p>	<p>Attend NOTA quarterly meetings.</p>	<p>Attend NOTA quarterly meetings.</p>
<p>C. Neighborhood Public Meetings</p> <p>At the request of the City and in cooperation with the City, the Consultant shall conduct meetings with neighborhood groups and merchant's associations neighboring the Project Area. At the meeting(s) the Consultant shall attempt to determine the problems, needs, and priorities of such associations and their members and shall solicit suggested methods of remedying their problems with current road, sidewalk and other related facilities. The Consultant shall also utilize such meeting(s) to keep residents and merchants informed of the progress of the project, in order to stimulate their involvement and cooperation. In order to facilitate the dissemination of information at such meetings, the Consultant shall prepare necessary visual aids, color display and informational material. The Consultant shall provide a memorandum summarizing these meetings.</p> <p>Assume three (3) Public Meetings will be conducted by the consultant to facilitate public participation processes to update the public on the process and gather public input on key decisions.</p>	<p>Lead to conduct neighborhood meeting, prepare materials for presentation, solicit and document feedback at all meetings.</p>	<p>Attend neighborhood meetings and prepare materials for meetings. Plan and coord.. One-on- one stakeholder mtgs. (BA, SWC and City attend mtgs.)</p>	<p>Lead consultant to promote neighborhood meetings.</p> <p>Attend neighborhood meetings, participate in the preparation.</p>
<p>D. Design Workshops</p> <p>The Consultant shall conduct three (3) design Charette meetings with neighborhood groups, concerned residents and key stakeholders neighboring the Project Area. At the meeting(s) the Consultant shall attempt to determine the needs, priorities and objectives for ARTWalk 2 element being discussed. The Consultant shall also utilize such meeting(s) to solicit input on the project in order to stimulate their involvement and cooperation. In order to facilitate participation at such meetings, the Consultant shall prepare necessary visual aids, color display and informational material. The Consultant shall provide a memorandum summarizing these meetings.</p> <p>Three (3) design charettes are anticipated for this project. (pocket park, connective artworks, icon/intersection or functional art)</p>	<p>Assist in the preparation of materials and presentations for the charrette.</p>	<p>Lead consultant to plan, conduct and manage the 2 workshops, solicit feedback and document workshop findings.</p>	<p>Lead consultant to plan, conduct and manage the 1 workshop, solicit feedback and document workshop findings. Lead to host and promote all 3 Workshops</p>
<p>E Educational Lecture Series</p>			

University Avenue and ARTWalk 2 Improvement Project

Breakdown of Roles and Responsibilities for BA, SWC and ARTWalk Org. (Base Scope)	Bergmann	Studio William Cochran	ARTWalk Organization
<p>In partnership with Stakeholders, to educate participants and the public, support excellence and foster wider participation, the consultant will conduct/ organize and hire speakers for five (5) educational public lectures/forums/workshops to broaden and deepen awareness of national best practices and processes in public art and community engagement: Proposed speakers will be form local expert in the Public Art field.</p>	<p>Provide oversight and assist with the development of the lecture series presentations.</p>	<p>Lead to secure 1 speaker for lecture series. Assist with recommendations for the 4 remaining lecture series</p>	<p>Lead to secure 4 speakers for lecture series. Lead to promote and make arrangements for all 5 lecture series presentations, local contact for coordination efforts.</p>
<p>Public Participatory Process The Consultant will design and manage a large scale public participatory process which will help develop, support and implement public interaction and participation with artists selected for the ARTWalk 2 project.</p>	<p>Oversight</p>	<p>Lead consultant to design and manage large scale public participatory process.</p>	<p>Lead consultant to promote and make some contacts for the public participatory process. Shared role with SWC.</p>
<p>The Consultant shall design and manage a scalable, city-wide public participation process that will invite residents of all ages and backgrounds to collaborate with, contribute authentically to, or be involved in the art-making process. That effort will consist of:</p>			
<p>1. Meet with relevant stakeholders to determine and develop how each wants to be involved in reaching out to the community and inviting people to participate in ARTWalk. (assume 10 meetings and 30 hours of prep and follow up)</p>	<p>Attend mtgs. and document minutes for distribution.</p>	<p>Lead consultant to conduct stakeholder meetings</p>	<p>Assist in identifying appropriate stakeholder to meet with and attend meetings.</p>
<p>2. Tailor plans to support that stakeholder involvement.</p>	<p>Oversight</p>	<p>Lead consultant to develop plans that support stakeholder involvement.</p>	<p>Assist</p>
<p>3. Train stakeholders to be able to carry out their portions of the participation plan, including gathering community input through the instruments developed for that purpose.</p>	<p>Oversight</p>	<p>Lead consultant to train stakeholders to carry out individual plans.</p>	<p>Assist in training efforts.</p>
<p>4. Design and Create materials (tabletop booth, posters, hand-outs, recording devices) to support stakeholders in their efforts to integrate mass-scale participation into their current programming</p>	<p>Oversight</p>	<p>Lead consultant to develop promotional materials to support stakeholders in efforts to integrate mass-scale participation.</p>	<p>Aid in the development and distribution of the promotional materials.</p>
<p>5. Write, design, print and distribute/place mass-scale communication tools — posters, brochures, email, direct mail — designed to promote and elicit participation and capture local histories from residents</p>	<p>Oversight</p>	<p>Lead consultant to write and design communication tools — posters, brochures, and emails, designed to promote and elicit participation and capture local histories from residents</p>	<p>Lead consultant to print and distribute communication tools — posters, brochures, and emails, designed to promote and elicit participation and capture local histories from residents.</p>
<p>6. Work with the Rochester Historical Society or another appropriate stakeholder to organize a digital archive of the community histories that is accessible by chosen artists</p>	<p>Oversight</p>	<p>Assist with coordination efforts</p>	<p>Lead to work with the Rochester Historical Society or another appropriate stakeholder to organize a digital archive of the community histories that is accessible by chosen artists</p>
<p>7. Develop and help execute a public relations and PSA plan to promote participation. ARTWalk Brand will be used in public relations to promote project.</p>	<p>Contribute to the development of public relations and PSA plan to promote participation.</p>	<p>Lead consultant to develop and a public relations and PSA plan to promote participation. Lead to execute PSA.</p>	<p>Contribute to the development of public relations and PSA plan to promote participation. Assist in implementing PSA.</p>
<p>8. Research and develop an inventory (a 2-page report with contact information) of interested organizations, schools or social organizations to be offered as potential collaborators to artists for specific works either within or outside the history project.</p>	<p>Contribute to the development of an inventory of interested organizations, schools or social organizations to be offered as potential collaborators to artists for specific works either within or outside the history project.</p>	<p>Lead consultant to conduct research and develop to provide an inventory of interested organizations, schools or social organizations to be offered as potential collaborators to artists for specific works either within or outside the history project.</p>	<p>Contribute to the development of an inventory of interested organizations, schools or social organizations to be offered as potential collaborators to artists for specific works either within or outside the history project.</p>

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9. Develop an inventory (5-page report with examples of completed projects) of potential interaction/engagement processes to include a range of conceptual, collaborative or hands-on community engagement or interactivity.	Contribute to the development of potential interaction/engagement processes to include a range of conceptual, collaborative or hands-on community engagement or interactivity.	Lead consultant to develop an inventory of potential interaction/engagement processes to include a range of conceptual, collaborative or hands-on community engagement or interactivity.	Contribute to the development of potential interaction/engagement processes to include a range of conceptual, collaborative or hands-on community engagement or interactivity.
10. Develop and implement innovative strategies to integrate the community engagement processes of the project into the life of the city, thereby broadening public participation in ARTWalk 2 and building community.	Contribute to the development and implementation of innovative strategies to integrate the community engagement processes of the project into the life of the city, thereby broadening public participation in ARTWalk 2 and building community.	Lead consultant to develop and implement innovative strategies to integrate the community engagement processes of the project into the life of the city, thereby broadening public participation in ARTWalk 2 and building community.	Contribute to the development and implementation of innovative strategies to integrate the community engagement processes of the project into the life of the city, thereby broadening public participation in ARTWalk 2 and building community.
G School/Student Involvement			
1. Consultant shall contact and work with up to 2 public schools to determine how students and educators can be involved in the design and/or creation of 1 or more specific art pieces for the project. Assume 10 meetings with the school representatives will be required.	Assist in the determination of which schools will be selected for participation in the project.	Assist in the determination of which schools will be selected for participation in the project. Oversee, manage and facilitate artists to work with students who will assist in the development of one specific artworks.	Lead consultant to promote and contact potential schools for participation, develop list of potential candidates for review. Oversee, manage and facilitate artists to work with students who will assist in the development of one specific artworks.
2. Meet with university personnel to offer engagement opportunities around specific areas of interest (arts, sciences, sustainable/alternative power, time-based media, community participation, optics, etc.), matching them with appropriate parts of the project. (Assume 3 meetings will be required)	Assist in the determination of which program and eligible university will be selected for collaboration.	Lead consultant to conduct meetings with universities to incorporate ideas in the project.	Lead consultant to promote and contact potential university personnel to collaborate with. Develop list of potential opportunities for review and consideration. Attend meetings and workshops
3. Facilitate deeper participation (research, hands-on programming, working with artists) with a few key schools and community segments (possibly SOTA, Genesee, teens from the Youth Center) to develop artworks for the ARTWalk 2 project. Assume 5 meetings will be required)	Assist in the coordination and attend meetings.	Lead consultant to conduct meetings to facilitate deeper participation among key stakeholder groups identified.	Lead consultant to promote and contact key stakeholders to facilitate deeper participation among key stakeholder groups identified. Assist with the student workshops and guide in the development of one or more specific artworks.
H Local & Emerging Artists Workshops			
Consultant shall implement measures to build capacity and to level the playing field for local, studio and emerging artists in this community as follows:			

University Avenue and ARTWalk 2 Improvement Project

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<p>1. Plan and attend two (2) workshops with local and emerging artists, enabling interaction and networking with established national and regional public art figures (identified in lecture series above). These workshops will provide:</p> <p>1. Guidance to artists who are first-time applicants about how to develop strong proposals/submissions, 2. Handouts with inventory of up-to-date information on best practices/methodology in the public art field 3. Educational handouts for attendees about the approved warranty and durability criteria for ARTWalk 2 elements</p>	<p>Attend the workshops.</p>	<p>Assist with recommendations for workshops</p>	<p>Lead consultant to plan and conduct 2 workshops with local artists, prepare and distribute education handouts and best practices handouts. Lead consultant to promote and coordinate both workshops.</p> <p>Facilitate and administer the workshops</p>

University Avenue and ARTWalk 2 Improvement Project

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<p>I Project Funding Meetings/Presentations Consultant shall help plan for and attend up to 10 local meetings with possible local/national funding sources.</p>	oversight	Attend funding meetings. Assume 10 mtgs. at 4 hours per meeting	Lead consultant to plan and conduct up to ten local meetings with potential funding sources.
<p>J Project Web Site Consultant shall provide an ARTWalk 2 specific website to provide useful information about the project to the community, stakeholders, potential artists and funding sources. The following Scope of Services will be required to develop a web site for this project:</p> <p>1) Pre-Production</p> <p>a) Conduct initial kick-off meeting and general brainstorming session to determine preferences, goals and overall vision and verify all technical aspects involved in the successful implementation of the final product. At a minimum the following project information should be included in the web site:</p> <ul style="list-style-type: none"> • Project Evolution and Goals • Project Overview (project description, maps, graphics • A way for the public to participate in the public participation process • Proposed Improvements • Videos of presentations and lectures • Minutes of concept design meetings • Project Schedule • Frequently Asked Questions • Project Contacts <p>b) The development of the preliminary graphic designs, which will be used to verify the overall navigation and graphical look of the site.</p> <p>c) The development of the final design of the web site.</p>	Lead to develop and manage project website.	Contribute to the development of a vision for website. Write art component sections of the website.	Contribute to the development of a vision for website.
<p>2) Production</p> <p>a) Creation of web ready graphics and template implementation.</p> <p>b) HTML layout and programming of the working navigational system.</p> <p>c) The creation of the overall site structure.</p> <p>d) The creation of supporting graphics, to possibly include existing:</p> <ul style="list-style-type: none"> • Photographs • Line art • Logos and Icons • Diagrams 	Lead to handle website production.	Contribute photos and graphics as needed to website.	Contribute photos and graphics as needed to website.
<p>3) Product Testing review and approval.</p> <p>4) Final Product Launch</p> <p>a) Internet / Intranet based pre-launch of the completed beta version of the site for client</p> <p>a) Modify the current ARTWalk web site to include the elements for this project</p> <p>b) Assist the City in providing a link from the City Website to the ARTWalk Project website.</p> <p>c) Provide monthly updates to the web site as necessary for a period of 2 years.</p>	Lead to develop and launch testing website.	Contribute feedback on pre-launched site.	Contribute feedback on pre-launched site.

All other terms and conditions of the agreement shall remain unchanged.

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

THE CITY OF ROCHESTER

BERGMANN ASSOCIATES

By: [Signature]
Robert J. Duffy/Mayor

By: Brian M. Dougherty
Name: Brian M. Dougherty
Title: Vice Pres.
Tax ID#: 25-1407718

Approved As to Form:

[Signature]
Corporation Counsel
City of Rochester

[Signature]
Approved for Funds
Director of Finance
City of Rochester

STATE OF NEW YORK]
COUNTY OF MONROE]
CITY OF ROCHESTER] ss:

On the 12th day of AUGUST in the year 2009 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert J. Duffy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual executed the instrument.

Angela Sorber

Notary Public Commission expires: / /

STATE OF NEW YORK)
COUNTY OF MONROE)
CITY OF ROCHESTER) ss:

ANGELA SORBER
Notary Public, State of New York
Monroe County
Commission Expires April 6, 2011

On this 23rd day of July in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian M. Dougherty, 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.

Janice A. Fredericks
Notary Public Commission expires: 8/26/10

JANICE A. FREDERICKS
Notary Public, State of New York
No. 01FR5064761
Qualified in Monroe County
Commission Expires Aug. 26, 2010