



# **Request for Proposals for the Rochester Intermodal Transportation Center Scoping Study**

**Project No 11227  
NYSDOT PIN#: 4936.04.371**

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

**City of Rochester, New York**

**James R. McIntosh, P.E.  
City Engineer**

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    - \* Submit proposals by 5:00 p.m., June 3, 2011, to  
Thomas Hack, P.E., Project Manager  
Bureau of Architecture & Engineering Services  
City of Rochester  
30 Church Street, Room 300B  
Rochester, N.Y. 14614
  - b. RFP Pre-Proposal Meeting: (Highly recommended - not mandatory)
    - \* Pre-Proposal Meeting  
May 13, 2011  
Friday, 10:00  
Rochester Amtrak Station  
320 Central Avenue  
Rochester, New York 14605
- 8.0 Consultant Fee: **(Not to be submitted at this time - Man-hour Estimates Only)**
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## 1.0 PROJECT HISTORY

During the first 100 years of rail service in the City of Rochester, the railroad stations were practical, functional, esthetically pleasing and were fully integrated into the community.

History for this railroad corridor began in 1840 when the Auburn and Rochester Railroad first began to operate. On August 1, 1850, the Auburn and Rochester Railroad merged with the Auburn and Syracuse Railroad to form the Rochester and Syracuse Railroad. Five days later, this merged with the Direct Railway and in 1853 was consolidated into the New York Central Railroad.

In 1853 when these small rail lines were consolidated to form the New York Central Railroad, they began a significant transformation of augmenting Rochester as a major canal port with vital railroad operations.

In the 1840, the preferred site for the Auburn and Rochester Railroad was on the west side of the Genesee River adjacent to the Brown's Race manufacturing district on Mill Street. This site was the first Rochester depot for the Auburn & Rochester Railroad.

In 1854, the first of three great Railroad Stations were constructed by New York Central. Augmenting the depot acquired from the Auburn & Rochester Railroad, New York Central operated its first great railroad station in downtown Rochester. This station at the brink of the falls, served as the community's transportation center for nearly 30 years. The first station remained open until 1883 (Figures 1 and 2).



Figure 1: The first NY Central Station



Figure 2: The front of NY Central Station

In an effort to improve safety and congestion in downtown Rochester, the railroad tracks were elevated in 1882-1883. In conjunction with altering the track profiles, New York Central's first station was demolished. A second station was constructed, however this time around it was situated on the east side of the Genesee River to be among the emerging and thriving breweries and clothing factories. The second station was located on Central Avenue at the intersection of St. Paul Street.

The second station served New York Central's needs for just over 20 years. It was the first station to occupy the site of the current Amtrak Station between St. Paul and Clinton Avenue. The second Station was extremely grand and opulent, reflecting the prosperity of the region and the railroads themselves. So much so that it was immortalized in a 1852 oil painting by Eugene Sintzenich (Figures 3 and 4)



Figure 3: The Second New York Central Station

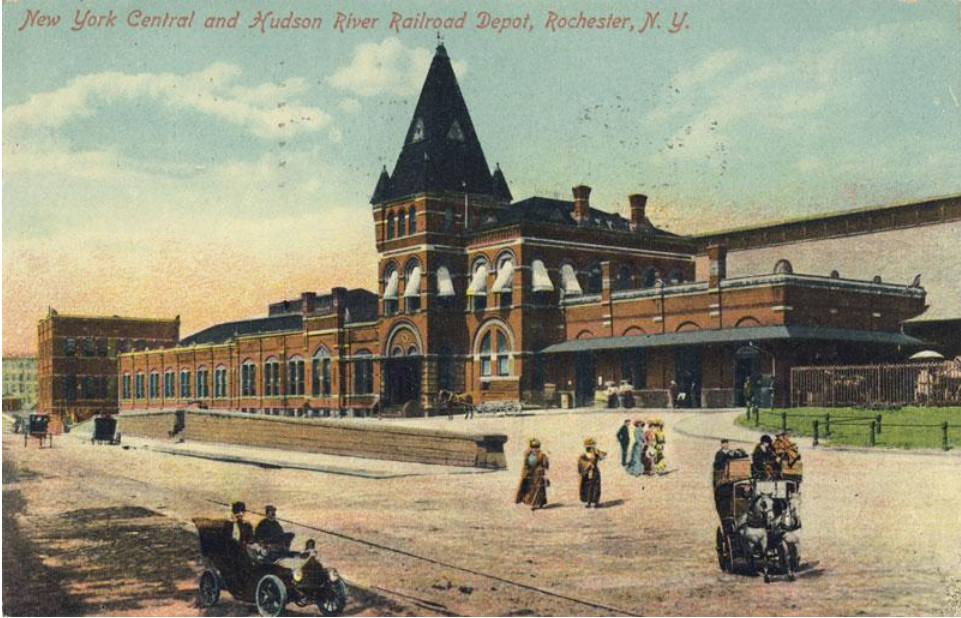


Figure 4: The Second New York Central Station

Rochester continued to grow throughout the early 1900's and New York Central Railroad needed to keep up. A decision was made to build yet another new station on the north side of Central Avenue, between North Clinton Avenue and Joseph Avenue. New York City architect Claude Bragdon was retained by New York Central Railroad to design the third station. This station is commonly referred to as Union Station or the Bragdon Station. Bragdon Station was opened in 1914, with New York Central Railroad connections to New York, Albany, and Buffalo. The elaborate curved brick exterior made a prominent mark on downtown.

Bragdon gave particular attention to design of the indoor public spaces, including a large, general waiting room with a domed, ornamental ceiling and a lunch counter to serve waiting passengers. Bragdon incorporated the motif of driving wheels of a great locomotive into the three large arched windows. He utilized other railroading details geometrically in the decoration of the brick exterior and the tile interior.

*"It's three large arched windows symbolized the driving wheels of a great locomotive, and other ornamentation in its brick exterior and tile interior revealed the architect's skill in rendering functional details of railroad technology in the medium of architecture."*

*Rochester History, Volume 29, No. 2, April 1967, p. 10*

It was certainly the grandest of all of Rochester's stations. Last year "Infrastructurist.com" declared it the 7th most beautiful station to fall to the wrecking ball. Presidents Woodrow Wilson, Warren G. Harding, Calvin Coolidge, Franklin D. Roosevelt, Harry Truman, and Dwight D. Eisenhower were among those who used the station. Many spoke to huge crowds from platforms erected at the intersection of North Clinton and Central Avenues

Besides the railroad theme geometrical designs and ornamental details, Bragdon also infused his study of music. He was guided by musical ratios, which he actually used to determine the size and scale of the entire building.

The architect himself favored the New York Central Railroad station as one of his best works and the building is often referred to as his masterpiece. (Figures 5, 6, 7 and 8)



Figure 5: The Third New York Central Station





Figure 6: Interior Steps of the Third NY Central Railroad Station



Figure 7: Lunch Counter within the Third NY Central Railroad Station



Figure 8: Interior of The Third New York Central Railroad Station

Unfortunately, this grand station, busy for four decades, lost most of its passengers to the emerging airline industry. By the late 1950's, a decline in passenger traffic emptied, what was once one of Rochester's great architectural treasures. Rail passenger service in Rochester ended in 1959. Bragdon Station was sold to a private investor and consequently partially demolished in 1965 to make way for a surface parking lot.

In 1966, New York Central and Pennsylvania Railroads merged to create Penn Central which served passengers until 1970. The Rail Passenger Service Act of 1970 created Amtrak to operate and revitalize the nation's inter-city passenger rail service. Most of Amtrak's resources were needed for updating trains, with little funding available to upgrade the stations.

The last section remaining section of the building was demolished in 1978 to make way for the current Rochester Amtrak Station. This station was constructed for pure utilitarian function and reflected the limited scope, financing and vision of railroads in the late 1970's (figures 9, 10, and 11).



Figure 9: Exterior of current Amtrak Station, Rochester NY



Figure 10: Exterior of current Amtrak Station, Rochester NY



Figure 11: Track Platform - Amtrak Station, Rochester NY



Figure 12: 2002 GTC Amtrak Study

In 2002, in response to growing dialog and community debate about the Rochester Greater Regional Transportation Authority's (RGRTA) efforts to build a downtown bus transfer station, the future of High Speed Rail and the need to upgrade Rochester's existing Amtrak Station, the region's Metropolitan Planning Organization (MPO), Genesee Transportation Council (GTC) undertook a study to evaluate and provide a plan for effective and long-lasting improvements to Rochester's Amtrak Station.

This study included discussion and costs for capital improvements and innovative measures to manage and Preserve the station and its environs. This study serves as the starting template for the required Scoping Document

The primary purposes of the study were to position the greater Rochester area for the arrival of high-speed rail service through the functional and aesthetic redesign of the Rochester Amtrak Station, and to identify strategies to ensure its full integration with the downtown Rochester community and the transportation system.

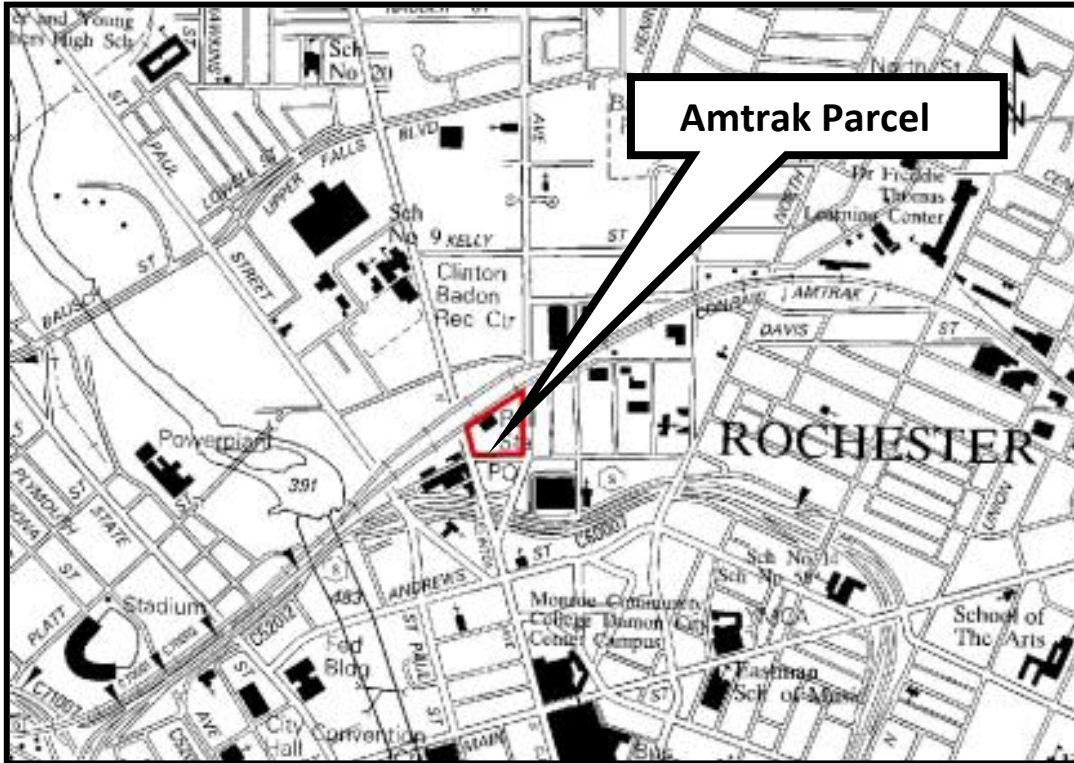
The revitalization of the Rochester Amtrak Station plays an important role in providing multi-modal access to greater Rochester and enhancing the local community. In the 2002 study, the following issues were deemed important to any plan for revitalizing the station:

- Cost-effective capital construction and facility operations;
- Coordination with other transportation and distribution systems, including the highway network and other public transportation;
- Integration of the Genesee Transportation Council Long Range Transportation Plan;
- Reinforce access to the region's major activity centers; and
- Complement development through market forces and pro-active land use policies.

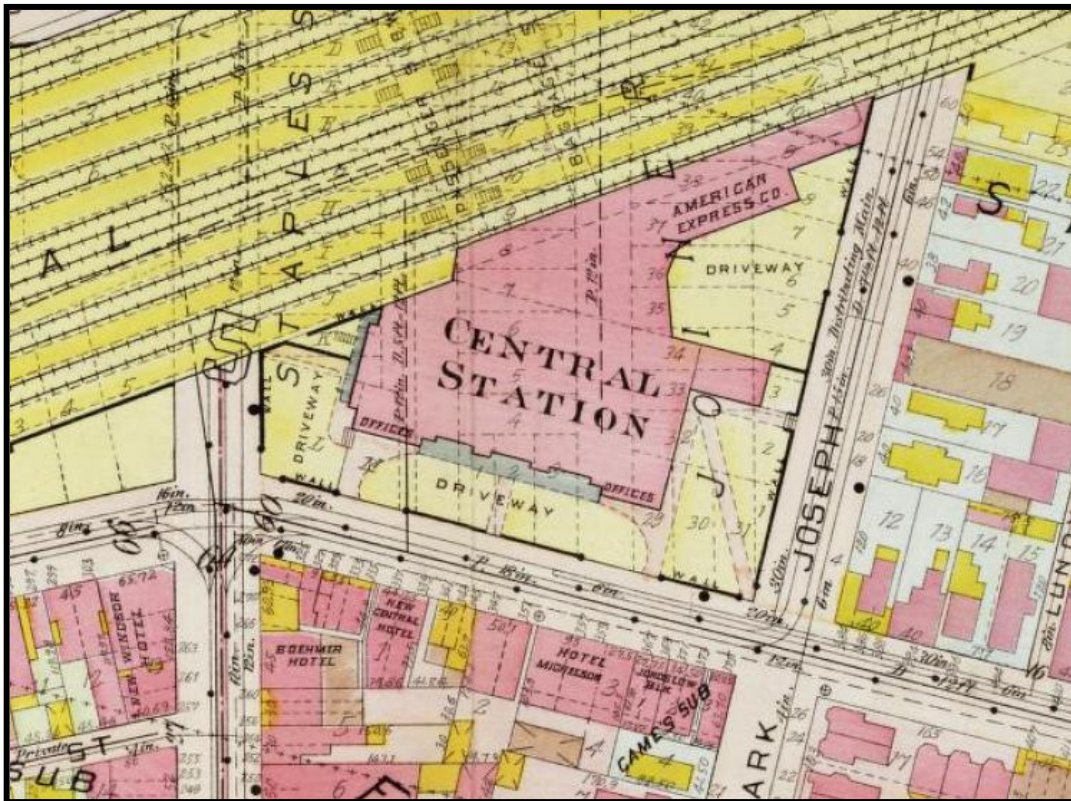
The study developed the concept of the station as a "gateway" to the City of Rochester and the greater Rochester region.



## 2.0 STUDY AREA

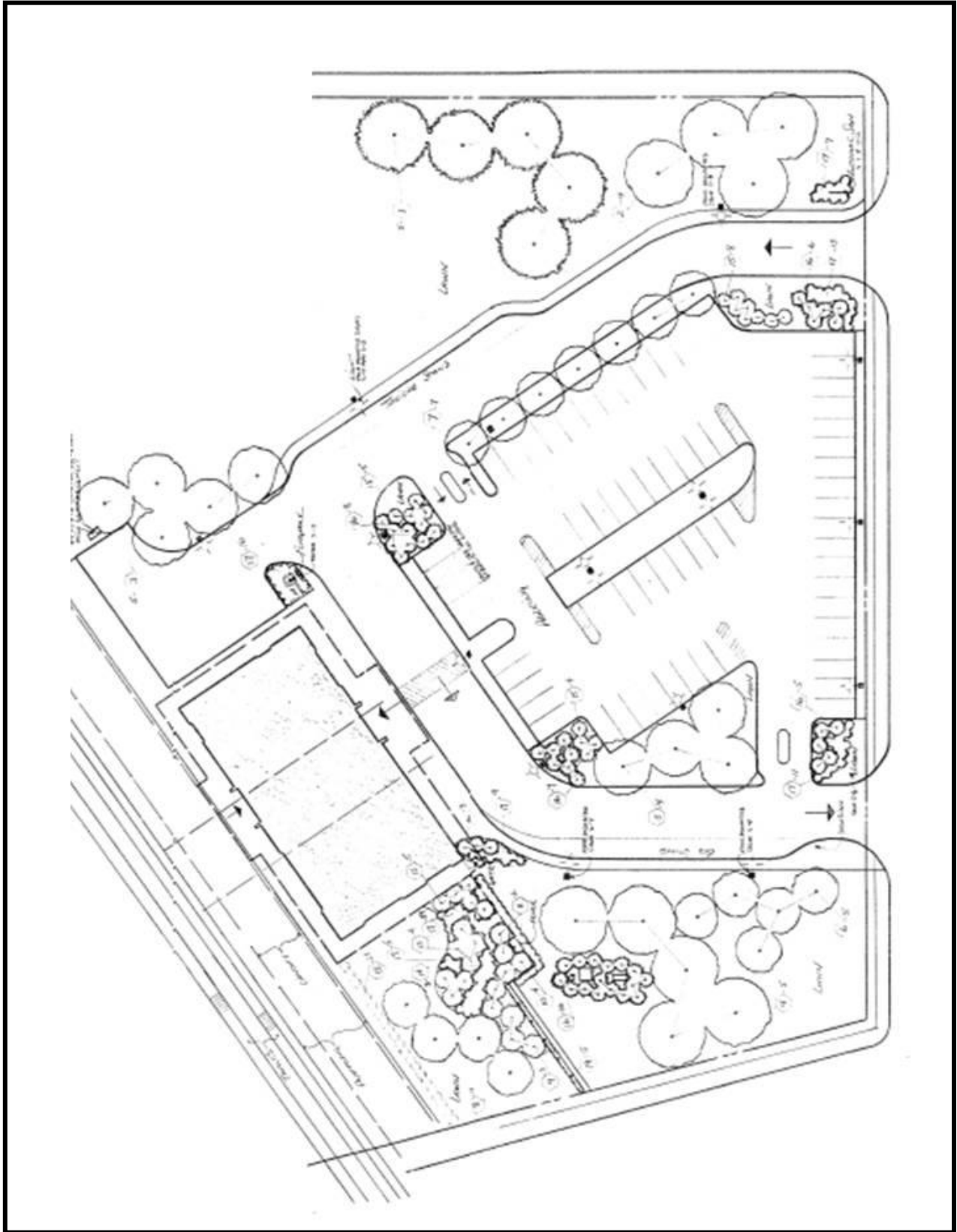


Present Amtrak Station



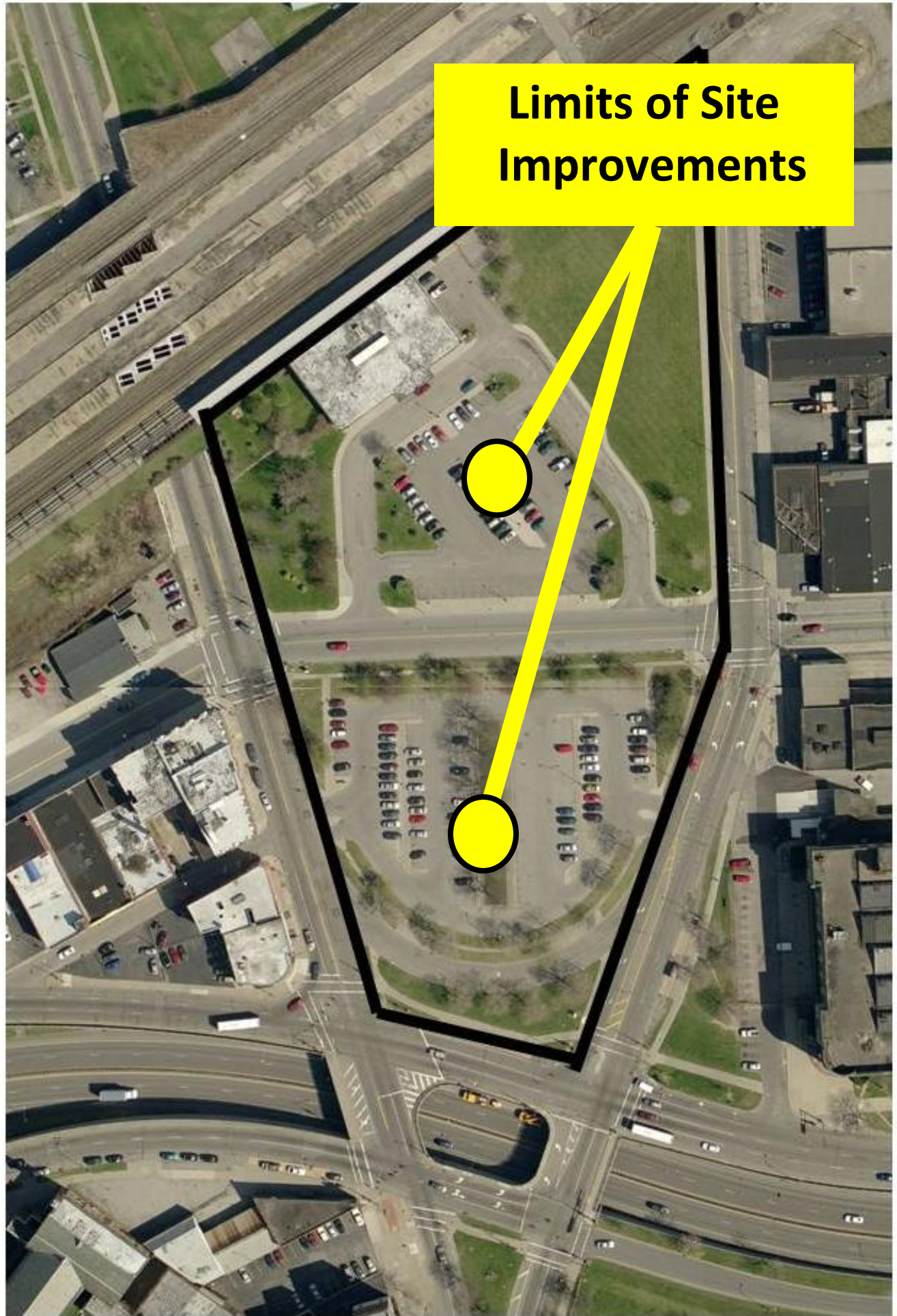
NY Central Railroad Station (Circa 1918)

## 2.0 STUDY AREA





# Limits of Site Improvements



### **3.0 SCOPE OF SERVICES SUMMARY**

The City of Rochester is seeking to inventory and analysis the site and corresponding buildings used by Amtrak, Trailways and Greyhound in Rochester New York. The overall intent of the project is to complete a fully Federal Railroad Administration (FRA) and New York State Department of Transportation (NYSDOT) compliant scoping document that lays the foundation for final design and ultimately full build out and occupancy of a combined Intermodal Transportation Center.

Any and all improvements shall be fully ADA compliant. The scoping document shall be consistent with current FRA and NYSDOT issued standards, guidelines and manuals.

The Rochester Intermodal Transportation Center should be designed in such manner that is emphasis itself as a community landmark and gateway to Rochester's Center City. Fully respectful of Rochester's rich architectural and transportation history, the Rochester Intermodal Transportation Center shall compliment the neighborhood, foster adjacent development and respect the operational needs of the various entities occupying the building. It should be an "award winning space and design" where travelers are welcomed and encouraged to visit community cultural resources and foster greater use of public transportation.

Gateway concepts should be used to enhance and define the experience not just in southern direction but radiantly in all directions. The Rochester Intermodal Transportation Center serves as a welcoming landmark for downtown Rochester. The addition of public art to these gateways is encouraged. Beautifying this approach creates a continued sense of community and connectivity.

The scoping document shall assess analysis and offer recommendations based upon a number of key assumptions, one being that the proposed RGRTA Transit Center will be located on Mortimer Street and connections to this Transit Center must be emphasized and encouraged and accounted for in the scoping document. Design themes should complement each other to the maximum extent possible; however the Rochester Intermodal Transportation Center should strive to surpass the mundane and functional needs by exhibiting design attributes respectful of the Claude Bragdon's original design.

It is envisioned that the Rochester Intermodal Transportation Center shall be utilized by not just Amtrak but may also share space with Greyhound, Trailways, local taxi's, RGRTA shuttle service, RTS buses, hotel shuttles, car rental agencies, pedestrians and bicyclists. Various agencies may desire space in the building for information kiosks, and/or staffed booths. Dependant on market demand and operational aspects, additional space may be required in the building for restaurants, newsstands, cafes, vending services, wireless work stations, baggage, mailing services, bicycling services, and gift shops.

The Consultant will assess not just the existing site but other sites deemed feasible given project objectives and a though understanding of operational needs, current city plans, and funding limitations. The selection of the most feasible site will be guided by a Project Steering Committee.

Potential sites that merit further investigation include but are not limited to: Front Street, Existing Kodak lots along State Street, and the “former” US Post Office on Cumberland St. .

Based on both the strengths and assessment of the preferred site and comments from the participating public at large, the Project Advisory Committee and the Project Steering Committee, the Consultant will fully develop schematics, cost estimates, program plan, phased implementation plan and undertake environmental review for the new Rochester Intermodal Transportation Center.

The scoping document will be the result of community outreach and planning recommendations put forth by professional and experts involved in the following fields: railroad operation (Amtrak, CSX), urban planning, retail operators, development, bus and transit operations, public space, bicycling, parking, heritage, economic development, transportation, and tourism.

The scoping document will incorporate, promote and support great public space. It will use key attributes related to sociability, uses, activities, comfort, image and access for great public space. The scoping document shall discuss and highlight streetscape and building components that include but are not limited to: sidewalk widths, ADA standards, material and design, lighting, landscaping, green space, signage, benches, bicycle racks, bicycle lanes, protection of view sheds, kiosks, and a substantial connection to Main Street, Clinton Avenue, Joseph Street along with other points of activity.

The scoping document shall discuss and plan to create a softened atmosphere visually and environmentally through the introduction of large, appropriate trees along the sidewalk. Any and all landscape shall give texture to sunlight, frame views, and soften the surrounding built environment

The gateway is also extended to the north of the Amtrak Station. As one arrives from North Clinton Avenue, south into the City, the Rochester Amtrak Station again serves as a welcoming landmark for downtown Rochester. The addition of public art to this gateway is encouraged. Beautifying this approach creates a continued sense of community and connectivity.

This project should serve to preserve, enhance and promote one of Rochester greatest memories: “The 1914 Bragdon Station”. Sensitivity to the communities desire to achieve architectural and award winning recognition must be fully understood and incorporated into the process. The City of Rochester expects the new Intermodal Transportation Center to draw residents and visitors to downtown Rochester. The Intermodal Transportation Center should allow for interpretation of our rich transportation history. The Intermodal Transportation Center should be designed to serve as a catalyst for development in this district.

The effect of the Intermodal Transportation Center should be dynamic and a significant contribution toward the overall revitalization of the Center City. Adjacent facilities have expressed support for this project and foresee this project being an excellent marketing tool to fortify their operations and secure a larger market share.



It is envisioned that the Rochester Intermodal Transportation Center will be built and operated partially or fully under the guidelines of current “Green Building Energy Conservation Programs”. The City of Rochester has strong interest in continuing to implement Green Building programs when and where feasible. Schematic plans, cost estimates and overall concepts should propose, if feasible, to integrate green building concepts, however sensitivity to historic and theme attributes shall be fully accounted for in any and all schematic plans.

The required tasks are outlined in section 4.0 draft scope of services. The final scope of services may differ from the draft scope of services as fee and scope negotiations proceed. The draft scope of services will form the basis for the overall Consultant Agreement and includes sections relating to the following tasks:

- |  |   |
|--|---|
| a. Project Initiation and Familiarization  | l. Pre-Draft Scoping Document   |
| b. Agency Involvement and Review Coordination                                    | m. Public Meeting   |
| c. Project Initiation Meeting  | n. Steering Committee Meeting<br>- Preferred Site Selection                             |
| d. Overall vision, goals and objectives  | o. Comprehensive Assessment of<br>the Preferred Site, Program<br>and Building Component |
| e. Preliminary Investigation, Site Inventory,<br>and Survey                      | p. Economic Evaluation  |
| f. Platform Integration (by PB America)  | q. Public Meeting /Public Hearing   |
| g. Tunnel Inventory and Inspection.  | r. Modifications to Preferred Site  |
| h. Federal and State Regulations / Requirements                                  | s. Environmental Assessments  |
| i. Advocate Workshops  | t. Draft and Final Scoping<br>Documents   |
| J. Assessment of Alternatives – Site Strengths,<br>Opportunities and Constraints |   |
| k. Preliminary Economic Projections  |   |

#### APPENDICES

- A) Proposed Flow Sheet
- B) Amtrak Right to Entry(Waived with conditions)
- C) NYSDOT Public Involvement Plan
- D) NYSDOT/City Agreement
  - \* Consultant Insurance Requirements
  - \* ARRA Reporting & Record Keeping Requirements & State Job Posting Req'ts
  - \* FRA Flow down Provisions
- E) NYSDOT Scope of Services for Track Work, High Platform Work and ADA Compliant Platform Access at the New Rochester Intermodal Train Station(work being undertaken by PB America, Inc )

#### **4.0 PROJECT DELIVERABLES**

The Consultant shall prepare, assemble, and distribute project deliverables at key time periods throughout the planning process and as directed by the City's Project Manager. The project deliverables shall be fully compliant with Federal Railroad Administration (FRA) and New York State Department of Transportation (NYSDOT) guidelines, manuals, bulletins, and directives.

The project deliverables shall be the result of any and all planning efforts, site inventories, project meetings, investigations, evaluations, survey, workshops, public participation, economic projections, and assessments that have been undertaken and discussed as part of this project.

At a minimum, the following project deliverables shall be prepared, assembled, and distributed:

- Project Meeting Minutes
- Preliminary Investigation, Site Inventory and Survey Report
- Overall Vision, Goals and Objectives Statement
- Tunnel Inventory and Inspection Report
- Pre Draft Scoping Document (goals, site assessment, environmental screening, feasible alternates)
  
- Public Meeting Minutes
- Public Hearing Meeting Minutes
- Draft Scoping Document
- Final Scoping Document

The Consultant shall distribute 20 copies of each deliverable. Project deliverables shall be distributed in both hard and electronic versions.

## 5.0 DRAFT SCOPE OF SERVICES

### **SCOPING DOCUMENT**

The Consultant shall provide, at a minimum, the following basic services:

#### **a. Project Initiation and Familiarization**

The Consultant shall become familiar with the project before starting any work.

Prior to the start of work, the City shall provide the Consultant with available background information

The Consultant shall collect, assemble and evaluate existing planimetric maps,, topographic maps, utility maps, surveys, reports , studies, preliminary architectural plans, existing concepts, historic data, previous evaluations, previous grant applications, existing parking data, and existing facility condition reports as they relate to the proposed project. Material shall be collected as available from the City of Rochester, Genesee Transportation Council, County of Monroe, State of New York, Amtrak, Greyhound, Trailways, CSX, and private utility corporations.

The Consultant shall use available existing data regarding subsurface conditions for the evaluation and the design of the project. If required, and with the City's approval, the consultant shall perform borings, and/or test pits as necessary to determine subsurface conditions.

The Consultant shall coordinate with and receive direction from the City's Project Manager at certain milestones of work on the project. The Project will be guided by two committees: A Project Advisory Committee and the Project Steering Committee. The Consultant shall assist the City's Project Manager in establishing the Project Advisory Committee and a Project Steering Committee.

The Project Advisory Committee will consist of representation from the following groups: Amtrak, CSXT Inc., Rochester Transit System, Rochester-Genesee Regional Transportation Authority, Monroe County Department of Transportation, Rochester Regional Community Design Center, Rochester Downtown Development Corporation, Area Developers, Greyhound, Trailways, Greater Rochester Visitor's Association, PB America, Inc, Rochester Taxi's, Greater Rochester Art Council and others as designated by the City.

The Project Steering Committee will consist of the representatives of the various internal City of Rochester departments (parking, zoning, engineering, water, operations, Mayor's office), Amtrak, New York State Department of Transportation, and others as designated by the City.

The Consultant shall become familiar with the provisions of the documents attached as Appendix A thru C. The Consultant acting as an agent for the City of Rochester shall be responsible for the securing, executing and following and documenting the provisions, directives and requirements outlined under Appendix A thru C as they relate to this project. At a minimum, the Consultant shall procure the necessary insurance as required in Appendix A; obtain any and all required permits, secure a right to entry permit from Amtrak; complete any and all ARRA reporting and record keeping requirements.

**b. Agency Involvement and Review Coordination**

As necessary, the Consultant will communicate and coordinate throughout the project with key agencies, utilities, surrounding business, community groups, the project advisory committee, the project steering committee, and others identified by the City during the planning and design phases of this project.

**c. Project Initiation Meeting**

The Consultant will conduct a project initiation meeting. This meeting will be attended by key members of the consultant's team, as well as the City's Steering Committee. The meeting may begin with a site walk, immediately followed by discussions with the intent to establish team roles and responsibilities based on project scope and objectives.

- Confirm the project schedule
- Establish a directory of design team members, community advocates, business contacts, neighborhood associations, advisory committee members, and steering committee members
- Establish a format for documenting correspondence, meeting minutes, and public participation results
- Identify key issues and potential concerns for use during the planning and design efforts.
- Identify potential constraints as related to the evaluation of the alternatives.
- Establish criteria to be used for assessing the various alternatives.

**d. Overall vision, goals and objectives**

The Consultant shall develop in collaboration with the City, specific goals and objectives for use in guiding and drafting an outline for the development of the scoping document. Specific goals and objectives may include the following:

- Increase heritage preservation and interpretation opportunities
- Energize and catalyze economic development
- Promote and increase public access
- Promote High Speed Rail and Intermodal/transit connections
- Improve passenger amenities and experience
- Create an attractive gateway to our city,
- Improve bicycle and pedestrian connections between the intermodal center and downtown.
- Promotes Innovation, Creativity, Sustainability and Energy Conservation

**e. Preliminary Investigation, Site Inventory, and Survey**

1. Survey, Base Mapping and Digital Photo Record

- a. The Consultant shall prepare a base map of the entire Project Area producing a reasonably accurate graphic representation of existing facilities, using USGS mapping; Pictometry, GIS, navigation mapping and record maps. The Consultant shall verify existing data with field edits.

The Consultant shall coordinate all activities related to survey, base mapping and digital record with Parsons Brinckerhoff, PB Americas, Inc.

- b. The Consultant shall make maximum use of existing planimetric, architectural, topographic and utility maps and surveys, as available from the State, City, County or private utilities.
- c. A digital photo record of significant features in the corridor will be developed for use in public participation and as a design tool for visual simulations and decision-making.

2. Deed Research and Ownership

The Consultant shall research property title, deed and ownership documents to identify both current and past ownership. Title documents and property deeds shall be supported by a boundary survey made of the property which shall contain details sufficient enough to properly and legally declare ownership.



### 3. Site Inventory

Within the project limits, the Consultant will compile and evaluate pertinent data, perform a field inventory, and produce a representative inventory of site conditions consistent with the level of detail required for a planning study of this type, including but not limited to:

- Existing cultural and historically significant assets
- Site topography and drainage patterns through extrapolation of existing data
- Existing land use, buildings, on street parking and parking lots
- Existing vegetation, landscaping, grading and plantings
- Existing and adjacent utilities- availability and capacity
- Sightlines and views of scenic, cultural, and historically significant value
- Location, style, type, size, and character of lighting styles
- Location, widths, geometry and material used for pedestrian / bicyclist
- Station Features
- Train Service and passenger access
- Ridership assessment
- Amenities
- Greyhound / Trailways building, access, parking, and overall site
- Surrounding parking lots
- Existing Track, Platforms and Canopies
- CSXT and Amtrak Assets
- Pedestrian and vehicular traffic volumes and turning movements, existing signals and timings, geometric street data, traffic capacity, sightlines, circulation patterns, alignments, and roadway conditions.
- Pedestrian and bicycle access
- Ownership; land use and character patterns, community contextual relationships, including proposed developments and other data, features and conditions.

#### f. **Platform Integration** (by PB America)

The NYSDOT has contracted with Parsons Brinckerhoff (PB Americas Inc), for full design of the track platforms at the station and the approaching track layout. The Consultant shall become familiar PB America's design criteria, preliminary layouts, conceptual designs and overall schedule for any and all track and track platform improvements. The Consultant shall fully integrate PB America's designs and platform concepts into the assessment of the alternative sites and final preferred site layout. Architectural components of the building shall be fully compatible with the platform.

**g. Tunnel Inventory and Inspection.**

The Consultant shall conduct an assessment and conditional evaluation of the Original "circa 1914" RR Station tunnel crossing the property and extending from the Old Post Office to the original 1914 RR Station. The tunnel crosses underneath Joseph Avenue and Cumberland Street. The Consultant shall identify key strengths, weaknesses and opportunities for potential re-use under applicable development scenarios. The Consultant shall conduct a cursory assessment based on an in depth conditional evaluation and inspection, previous structural studies and site review of the following: deck type, year constructed, wearing surface, length, number of spans, out-to-out widths, skew angle, utilities carried, condition ratings, and vertical clearances.

The Consultant shall review and assess the tunnel for future use under applicable development scenarios.

**h. Federal and State Regulations / Requirements**

The Consultant shall investigate and comply with relevant and current federal and state regulations related to development and construction of public building space, and to historically designated and/or archaeologically sensitive sites and structures identified in existing City data.

**i. Advocate Workshops**

The Consultant shall conduct individual workshops with various downtown advocates, transit/rail advocates, bicycling advocates, community groups, and neighborhood associations. The Consultant shall provide visual aids required for solicitation of ideas and workshop discussions. These meetings may or may not occur simultaneously.

The Consultant shall solicit conceptual ideas related to the various site and building alternatives. The consultant shall prioritize individual items, options and alternatives proposed during these public workshops and create a hierarchy of priority based on the overall vision, goals and objectives of the project.

At the workshops, the Consultant shall attempt to obtain feedback that will aid in the assessment of the alternatives, traffic impacts, building operations, platform integration and overall implementation aspects. The Consultant shall also utilize such meeting(s) to keep the public informed of the progress of the project, and to stimulate their involvement and cooperation. The Consultant shall provide a memorandum summarizing each and every meeting.

**j. Assessment of Alternatives - Site Strengths, Opportunities, and Constraints**

The Consultant shall analyze the existing site and develop a proposed program of improvements in consideration of the findings of the site inventory, agency, advisory committee and public input. The site analysis shall result in conclusions about opportunities of the project area, constraints, potential impacts and key project issues related to the overall siting and development of the program of improvements and achievement of project goals and objectives.

The Consultant shall investigate alternative sites based on the project objectives and program requirements. At a minimum, the following sites shall be investigated at a cursory, preliminary level: Front Street, Existing Kodak lots along State Street, and the former US Post Office Building on Cumberland Street.

Investigation of further alternative sites may emerge above and beyond the above mentioned parcels. The Consultant shall evaluate reasonable alternatives brought forth by the community, business, and as directed by the City's Project Manager.

The Consultant shall assess the various sites for strengths, opportunity and overall constraints. Evaluations shall be at a cursory, preliminary level for comparison purposes. The Consultant shall develop criteria for assessing the various design components and evaluate, at a minimum, the following items, either individually or combined, for use within the proposed building or in close proximity to the proposed site..

- Program Development Options - Operational Costs and Issues
- Station Size (current demand and future based)
- Light Rail Transit/ Rubber Tire Trolley connections
- Historic Interpretation
- Economic Analysis of overall plan
- Place Making Techniques and Concepts
- Traffic Analysis and Parking Demand
- Parking operations (size, demand, snow removal, striping, short term vs long term, secure vs un-secured, covered, security personal, ticketing, cameras, signage, pedestrian safety, pedestrian experience, overall egress)
- Cost Estimate and Implementation Phasing
- Market Analysis, Financial Feasibility and Economic Benefit
- Railroad Operations and track layout
- Platform layout, alternatives and integration with services (**by PB America**)
- Staging operations during construction
- CSXT, Amtrak, Greyhound, and Trailways requirements
- Linkage to Rochester Transit Center
- Linkage to Main Street
- Pedestrian and neighborhood linkage
- Site landscaping

- Facility Amenities and Operational Requirements (ticketing, restrooms, waiting area, baggage, office space, mechanical rooms, utility space, janitorial space, restaurant space, vending, phones, wireless connections, portable work pods, ticket machines, tourism and informational kiosks).
- Mechanical, electrical and plumbing systems
- Development of Thematic, Architectural, and Programmatic components for the building and site
- Zoning and Environmental Review
- Urban Design Guidelines
- Environmental Investigations
- Surrounding development opportunities
- Economic development impacts
- Passenger, RTS, Taxi, Bicycle, Shuttle access and amenities
- Gateway to the City of Rochester

The Consultant shall fully integrate PB America's designs and platform concepts into the assessment of the alternative sites and final preferred site layout. Architectural components of the building shall be fully compatible with the platform.

Each alternative site investigated shall have a cursory cost estimate developed. Cost estimates shall include at a minimum, applicable percentages and dollar ranges for planning, preliminary design, final design, permitting expenditures, construction management, and administrative oversight along with all physical construction costs

**k. Preliminary Economic Projections**

The Consultant shall complete a cursory level economic analysis of various alternate sites to ascertain expected demand for passenger, complimentary and walk-in services. The economic analysis shall ascertain, at a minimum, expected demand for retail, restaurant, small café, rental vehicles, taxi use, RTS use, vending operations, grayhound and trailways usage at each alternative site.

Based on the economic demand for services, space and the overall program for each alternative, the Consultant shall derive on a cursory level, all capital and operational costs for the various sites and corresponding buildings.

Operational costs shall include future inflationary costs. Operational costs shall include, at a minimum, the costs associated with taxes, utilities, leases, plowing services, annual maintenance repairs, routine janitorial functions, landscape maintenance, signage updates, advertising costs, permits, daily cleanings, security, revenue collection equipment, program costs, lights and glass replacements, and contingent emergency repairs.

The Consultant shall ascertain on a cursory level, feasible revenue sources to offset operational costs. Revenue sources may include; rental fees, lease arrangements, kiosks rental, vending machine revenue, percentage of retail, advertising opportunities, property liquidation, parking revenue (both short and long term), vehicle rental fees and taxi space.

A cursory level economic analysis shall be completed to understand the financial strengths, weakness and opportunities associated with each alternative site. The cursory level economic analysis shall assess the overall risk of each site and offer recommendations as to the economic feasibility and benefit of each site. The recommendation shall be based on maximizing development opportunities on both the site and within the neighboring district.

#### **l. Pre-Scoping Report**

The Consultant shall prepare, assemble, and distribute a pre-scoping document. . The pre-scoping document shall be fully compliant with Federal Railroad Administration (FRA) and New York State Department of Transportation (NYSDOT) guidelines, manuals, bulletins, and directives.

The pre-scoping document shall be the result of any and all planning efforts, site inventories, project meetings, investigations, evaluations, survey, advocacy workshops, preliminary economic projections, and assessments that have been undertaken and discussed as part of evaluating and deriving the feasible alternatives.

At a minimum, the following pre-scoping document shall include discussion, graphics, survey, drawings, and schematics related to project goals, preliminary investigation, site inventory, survey, inspections, advocacy workshops, preliminary environmental screening, and the feasible alternatives.

#### **m. Public Meeting**

The Consultant shall conduct a public meeting to engage and obtain feedback that will aid in the assessment of the alternatives. The Consultant shall utilize the meeting(s) to keep the public informed of the progress of the project, and to stimulate involvement, understanding and cooperation.

The Consultant shall provide visual aids required for solicitation of ideas and discussions. The Consultant shall solicit conceptual ideas related to the various site and building alternatives.



The Consultant shall utilize an electronic format to solicit comment on various alternatives for the project. Electronic solicitation shall be tabulated instantaneously so those in attendance can observe firsthand what the general consensus appears to be for each item presented.

The consultant shall prioritize individual items, options and alternatives proposed during these public forums and create a hierarchy of priority based on the overall vision, goals and objectives of the project. The Consultant shall provide a memorandum summarizing each and every public meeting.

**n. Steering Committee Meeting – Preferred Site Selection**

The Consultant shall convene a meeting of the Project Steering and Advisory Committees to ascertain and discuss the findings and comments of the public workshops, alternative assessments and public meetings. The Consultant shall present to the Advisory and Steering Committee members a matrix of alternative site strengths, opportunities, constraints, public sentiment and estimated costs.

The Consultant shall convene a meeting of the Project Steering Committee and help facilitate a decision toward the selection of a preferred site, program and the various building components and overall layout.

The Project Steering Committee will make the final recommendation on what Site, Program and Building Components shall be considered as the preferred Alternative.

**o. Comprehensive Assessment of the Preferred Site, Program and Building Component**

Based on the input from the Project Steering Committee, the Consultant shall complete a comprehensive investigation, evaluation and assessment of the preferred site, program and building component.

The comprehensive assessment of the preferred site, program and building component shall include discussion, evaluation, preliminary engineering, schematic design and development of concept level plans, architectural concept, colored illustrations and cost estimates, for the following site/building elements:

- Program options - Operational Costs and Issues
- Ridership, use and demand of overall facility space
- Station Size (current demand and future projections)
- Development of Thematic and Programmatic Components for the Building
- Historic Interpretation
- Economic Analysis of overall plan
- Place Making Techniques and Concepts

- Traffic Analysis and Parking Demand
- Parking operations (size, demand, snow removal, striping, short term vs long term , secure vs un-secured, covered, security personal, ticketing, cameras, signage, pedestrian safety, pedestrian experience, overall egress)
- Cost Estimate and Implementation Phasing
- Market Analysis, Financial Feasibility and Economic Benefit
- Railroad Operations and track layout
- Platform layout, alternatives and integration **(by PB America)**
- Staging operations during construction
- CSXT, Amtrak, Greyhound, Trailways and RTS requirements
- Light Rail Transit/ Rubber Tire Trolley connections
- Linkage to Rochester Transit Center
- Linkage to Main Street
- Pedestrian and neighborhood linkage
- Mechanical, electrical and plumbing systems
- Site landscaping
- Facility Amenities and Operational Requirements (ticketing, restrooms, waiting area, baggage, office space, mechanical rooms, utility space, janitorial space, restaurant space, vending, phones, wireless connections, portable work pods, ticket machines, tourism and informational kiosks),
- Development of Thematic, architectural and programmatic components for the building and site.
- Zoning and Environmental Review
- Urban Design Guidelines
- Environmental Investigations.
- Surrounding development opportunities
- Economic development impacts
- Passenger, RTS, Taxi, Bicycle, Shuttle access and amenities
- Gateway to the City of Rochester

The Consultant shall fully integrate PB America's designs and platform concepts into the preferred site layout. Architectural components of the building and site improvements shall be fully compatible with the platform and shall not be viewed as to separate and competing elements.

**p. Economic Evaluation**

The Consultant shall complete an economic analysis of overall plan to ascertain expected demand for passenger, complimentary and walk-in services. The economic analysis shall ascertain, at a minimum, expected demand for retail, restaurant, small café, rental vehicles, taxi use, RTS use, vending operations, grayhound and trailways usage.

Based on the economic demand for services, space and building program, the Consultant shall derive overall operational costs for the site and corresponding building. Operational costs shall include future inflationary costs. Operational costs shall include, at a minimum, the costs associated with taxes, utilities, leases, plowing services, annual maintenance repairs, routine janitorial functions, landscape maintenance, signage updates, advertising costs, permits, daily cleanings, security, revenue collection equipment, program costs, lights and glass replacements, and contingent emergency repairs.

The Consultant shall ascertain feasible revenue sources to offset operational costs. Revenue sources may include, at a minimum, rental fees, lease arrangements, kiosks rental, vending machine revenue, percentage of retail, advertising opportunities, property liquidation, parking revenue (both short and long term), vehicle rental fees and taxi space.

An overall economic analysis shall be completed to understand the financial strengths, weakness and opportunities associated with the preferred site. The economic analysis shall assess the overall risk of the preferred site and offer recommendations on the ultimate mix of program uses based on the demand models , operational costs and corresponding risk.

The recommendation shall be based on maximizing development opportunities on both the site and within the neighboring district.

**q. Public Meeting / Public Hearing**

The Consultant shall conduct public meeting , public hearings, and/or meetings to engage and obtain feedback based on the preferred site and building program. The Consultant shall utilize the meeting(s) to keep the public informed of the progress of the project, and to stimulate involvement, further understanding and cooperation.

The Consultant shall provide any and all visual aids required for presenting the preferred alternative. The Consultant shall solicit comment and refinement to the preferred alternative. Public hearings shall require the Consultant have on hand a stenographer to record the proceedings and to produce an official typed transcript of the hearings.

The Consultant shall provide a memorandum summarizing each and every public meeting.

**r. Preferred Site Modifications**

The Consultant shall convene a meeting with the Project Steering Committee to present the preferred Site, Program and Building Component and discuss potential revisions that may be warranted due to public comment.

Based on direction received from the City's Project Manager, the Consultant shall refine the preferred site and building program based on comments received from the public. The consultant shall produce final schematics and colored illustrations that depict architectural concepts, site plans, details, elevations, 3d modeling, and colored renderings of both exterior and interior views. All imaging shall include track platforms as proposed by PB America, Inc.

The consultant shall revise the cost estimates based on any refinements to the preferred site and building program. A final matrix and summary report shall be produced that details at a minimum the following: overall building size, architectural components, potential uses, program requirements, potential lease arrangements, platform integration, site amenities, parking arrangements, economic benefits, expected revenue, operational costs, and overall project costs including soft costs and contingencies.

**s. Environmental Assessments**

1. General

The scoping document itself is assumed to be classified under the New York State Environmental Quality Review Act (SEQR) Part 15, Title 17 of the Official Compilation of Codes, Rules, and Regulations of New York State (17 NYCRR Part 15) as a Type II Action - 617.5.C.21. - "conducting concurrent environmental, engineering, economic feasibility and other studies and preliminary planning and budgetary process necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence engage in or approve such action".

Since this project involves federal funding and/or permitting, the National Environmental Policy Act (NEPA) also requires consideration of the physical environment for this project. All environmental screening, documentation, evaluation and analysis shall be in conformance to FRA and NYSDOT policy and applicable Federal and State laws.

The Consultant shall review the feasible alternatives for generic compliance with NEPA, SEQR, and applicable local environmental regulations. The Consultant shall develop and prepare the draft and final scoping documents with sufficient information and in such a format as to document compliance with SEQR and NEPA rules and regulations.

The Federal Railroad Administration will serve as lead agency in determining NEPA classification.

## 2. Environmental Investigations

While the scoping document itself may be considered a Type II action, the Consultant shall undertake at a minimum, the following environmental tasks to investigate the proposed projects impacts

The Consultant will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s). Work will be performed, as detailed below and in accordance with the criteria contained in the NYSDOT Project Development Manual, to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the Scoping Document

### a. Historic Resources

The Consultant will perform a cultural resource screening to determine if a cultural resource study is needed.

### b. Parks

The Consultant will perform a screening to determine if a detailed Section 4(f) or Section 6(f) evaluation is needed.

### c. Hazardous Waste

The Consultant will screen for hazardous wastes and contaminated materials within the project site and corridor (existing or proposed right-of-way, including easements). This preliminary screening is a general review to identify properties within the right-of-way or in close proximity that could contain or be a source of hazardous wastes or contaminated materials.

The screening will include a review of existing information about past and current land use to identify possible sources of contamination within the project site and corridor, including:

1. NYSDEC records such as: Registry of Inactive Hazardous Waste Sites; Hazardous Substance Waste Disposal Site Study Reports; records of chemical or petroleum storage tanks; waste incident and chemical release reports.



2. A Search of County and municipal agency sources such as: local assessor and building permit records; title abstracts; local historical society records.
3. Records of discussions with former employees of industries and other businesses located within or near the project area.
4. A site visit to look for observable physical evidence of contamination (e.g., stained soil, seepage, and stressed or dead vegetation).

The Consultant will complete a Hazardous Waste/Contaminated Materials Screening Form and include it in the Appendix of the Scoping Document

d. Asbestos

The Consultant must maintain a valid asbestos handling license for the duration of this agreement and all Consultant personnel engaged in asbestos-related work must be appropriately certified for the work being performed, as described in Section 56-2.2 of Industrial Code Rule 56 (12 NYCRR Part 56).

The Consultant will perform a preliminary investigation for the presence of asbestos-containing materials (ACM's) within the project site and corridor, using the following screening techniques:

1. A review of available as-built drawings, record plans, and other construction drawings of all structures and facilities in the project area, including but not limited to pavement, shoulders, subgrade, underground utilities, buildings, and bridges which could potentially require alterations or demolition as part of the project.
2. An on-site visual inspection of all structures and facilities.

e. Lead

The Consultant shall conduct a lead paint screening to identify the potential for lead paint.

### 3. Summary Environmental Assessment

The draft and final Scoping Documents shall include a summary environmental assessment of the effects of the project, particularly during the construction phase. This shall not constitute a requirement to prepare an Environmental Impact Statement. The assessment must include completion of City of Rochester Environmental Assessment Form (EAF 1c).

In the opening paragraphs of the draft and final Scoping Documents the Consultant shall briefly state the NEPA Classification and the SEQR type with appropriate references to NEPA and SEQR regulations. The Consultant shall also:

- a. Summarize the assessment of social, economic and environmental considerations.
- m. Note and list any permit requirements.
- n. The Consultant shall verify whether the development of a scoping document in of itself is a SEQR Type II action by confirming whether it is included on the TYPE II list in the Project Development Manual and by determining whether criteria in the NYSDOT Environmental Procedures Manual are met. The Consultant shall document this verification in the draft and final Scoping Document.
- o. The Consultant shall verify the project NEPA Classification by completing the NEPA checklist included in the PDM in accordance with the instructions, and supplementing it with references and brief text where necessary.

### 3. Review Meeting

The Consultant shall present the findings of its investigations at a review meeting with the City and others designated by the City and prepare minutes of this meeting. The Consultant shall incorporate into the scoping documents any comments or direction resulting from this review meeting with the City.

### 4. Compliance with Environmental Laws, Regulations, and Permits

- a. The Consultant shall meet the requirements of all applicable State and Federal environmental laws and regulations, and notify the City of what permits and/or variances the City must obtain according to the NYSDOT Environmental Permit and Program Guidance Manuals.

**t. Draft and Final Scoping Report**

The Consultant shall compile the above information (sections a through q) in both draft and final scoping documents. Said scoping document shall, at a minimum, be fully compliant with the following documents:

- Appendix 2.3 Preliminary Engineering for High Speed Intercity Passenger Projects, Federal Register / vol75, No 126, July 1, 2010
- July 2005 – Railroad Corridor Transportation Plans A guidance Manual, FRA NEPA Guidance
- ADA Standards for Accessible Design
- NYSDOT Project Development Manual
- Grantee and CSX Guidelines
- Amtrak Right to Entry
- Consultant Insurance Requirements
- NYSDOT/City Master Agreement
- Standard Clauses for NYS Contracts
- ARRA Reporting & Record Keeping Requirements & State Job Posting Req'ts
- FRA Flow down Provisions
- NYSDOT Scope of Services for Track Work, High Platform Work and ADA Compliant Platform Access at the New Rochester Intermodal Train Station (work being undertaken by PB America, Inc)

The Scope Summary Documents shall be presented in draft form for review and comments by the Project Steering Committee. Based on the comments received and at the direction of the City's Project Manager, the Consultant shall revise the report accordingly and submit for final acceptance final versions of the scoping document. The scoping document shall include recommendations, meeting minutes, environmental assessments, economic benefit, lease arrangements, parking evaluations, discussion of alternatives, engineering analysis, preliminary plans, colored renderings, detailed elevations, program requirements , cost estimates, implementation options, operation and maintenance costs, strategic plans for funding , identification of potential funding sources, approaches to securing funding, and funding recommendations.

The draft and final scoping documents shall, at a minimum, include discussion, analysis, details, evaluation, illustrations, cost estimates as provided for the following:

- a. Project Initiation and Familiarization
- b. Agency Involvement and Review Coordination
- c. Project Initiation Meeting
- d. Overall vision, goals and objectives
- e. Preliminary Investigation, Site Inventory, and Survey
- f. Platform Integration (by PB America)
- g. Tunnel Inventory and Inspection.
- h. Federal and State Regulations / Requirements
- i. Public Workshops
- j. Assessment of Alternatives - Site Strengths, Opportunities, and Constraints
- k. Preliminary Economic Projections
- l. Public Meeting /Hearings
- m. Stakeholder / Advisory Meeting – Preferred Site Selection
- n. Comprehensive Assessment of the Preferred Site, Program and Building Component
- o. Economic Evaluation
- p. Public Meeting /Public Hearing
- q. Modifications to the Preferred Site
- r. Environmental Assessments

Based on both the strengths and assessment of the preferred site and comments from the public, the Project Advisory Committee and the Project Steering Committee, the Consultant will fully develop schematics, cost estimates, program plan, phased implementation plan and undertake a full environmental review for the new Rochester Intermodal Transportation Center.

The scoping document will be the result of community outreach and planning recommendations put forth by professional and experts involved in the following fields: railroad operation (Amtrak, CSX), urban planning, retail operations, economic development, bus and transit operations, public space, bicycling, parking, heritage, transportation, and tourism.

The scoping document will incorporate, promote and support great public space. It will use key attributes related to sociability, uses, activities, comfort, image and access for great public space. The scoping document shall discuss and highlight streetscape and building components that include but are not limited to: sidewalk widths, ADA standards, material and design, lighting, landscaping, green space, signage, benches, bicycle racks, bicycle lanes, protection of view sheds, kiosks, and a substantial connection to Main Street, Clinton Avenue, Joseph Street along with other points of activity.

The scoping document shall discuss and plan to create a softened atmosphere visually and environmentally through the introduction of large, appropriate trees along the sidewalk. Any and all landscape shall give texture to sunlight, frame views, and soften the surrounding built environment

The consultant shall provide a minimum of 20 hard sets of both the draft and final scoping documents for distribution to the City and key stakeholders. In addition to providing hard copies of any and all documents, the Consultant shall provide electronic versions along with CADD and Portable Document Files (.pdf). The scoping documents shall be fully compliant with Federal Railroad Administration (FRA) and New York State Department of Transportation (NYSDOT) guidelines, manuals, bulletins, and directives.

## 6.0 PROJECT SCHEDULE

### Rochester Intermodal Transportation Center Tentative Project Schedule

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- RFP Pre-Proposal Meeting Friday, May 13, 2011 (10:00am)
- RFP Submissions June 3, 2011 (due 5:00pm)
- Consultant Interviews June 20-23, 2011
- Consultant Selection & Fee Negotiation June 27,2011 thru July 1, 2011
- City Council Authorization July 19, 2011
- Consultant Notice to Proceed August 1, 2011
- Project Initiation and Familiarization August 1 thru August 12, 2011
- Preliminary Investigation, Site Inventory and Survey (\*) August 1 thru September, 2011
- Project Initiation Meeting August 15, 2011
- Agency Involvement & Coordination August 2011 – Dec 2012
- Overall vision, goals and objectives (\*) August, 2011
- Tunnel Inventory and Inspection (\*) August 2011 thru September , 2011
- Advocate Workshop September 26, 2011
- Assessment of Alternatives August thru December 2011
- Pre-Draft Scoping Document (\*) December 2, 2011
- Preliminary Economic Projections August thru December 2011
- Public Meeting December 5, 2011
- Preferred Site Selection December thru January 2011
- Comprehensive Assessment of the Preferred Site, Program and Building January 2012 thru April 2012
- Economic Evaluation Feb 2012 thru April 2012
- Public Meeting /Public Hearing (\*) May 16, 2012
- Modifications to the Preferred Site May 2012 thru June 2012
- Environmental Assessments December 2011 thru June 2012
- Draft Scoping Document (\*) Due June 15, 2012
- Final Scoping Document (\*) Due August 17, 2012

**(\*) - Indicates deliverable report due**

## 7.0 REQUEST FOR PROPOSALS

### a. General Requirements

- \* Transmittal Letter (1 pg)
- \* Work Proposal (10 pages)
- \* Organizational Chart (1 page)
- \* Gantt Chart for overall Schedule (1 page)
- \* Resumes for Proposed Team
- \* Brief Description of Similar Urban projects (15 pgs)
- \* Description and Interaction of Project Team
- \* Creative Experience with Complex Historical Projects (5 pages)
- \* Staffing hours and assignments (Without FEE)
- \* 8 bound copies of entire proposal

### b. RFP Schedule

Submit proposals by 5:00 p.m., June 3, 2011, to

Thomas Hack, P.E., Project Manager  
Bureau of Architecture & Engineering Services  
City of Rochester  
30 Church Street, Room 300B  
Rochester, N.Y. 14614

### c. RFP Pre-Proposal Meeting: (Recommended - not mandatory)

Consultant representatives are invited attend the following pre-proposal meeting:

Rochester Intermodal Transportation Center Scoping Study  
Pre-Proposal Meeting: May 13, 2011, Friday, 10:00am  
Amtrak Station  
320 Central Avenue  
Rochester, New York

Representatives of the City of Rochester will discuss the antecedents and context of the Rochester Intermodal Transportation Center Scoping Study as it relates to the following: Overall vision, goals and objectives; program options; operational costs and issues, ridership, demand of overall facility space, station size, development of thematic and programmatic components, historic interpretation, economic analysis, place making techniques and concepts, traffic analysis and parking demand, parking operations, cost estimate and implementation phasing, market analysis, financial feasibility and economic benefit, railroad operations and track layout, platform layout, alternatives and integration, staging operations, CSXT, Amtrak, Greyhound, Trailways and RTS requirements; transit connections; linkage to Rochester Transit Center;

linkage to Main Street; pedestrian and neighborhood linkage; mechanical, electrical and plumbing systems; site landscaping; facility amenities and operational requirements; development of thematic, architectural and programmatic components for the building and site; zoning and environmental review; urban design guidelines; environmental investigations; surrounding development opportunities; economic development impacts; passenger, RTS, Taxi, Shuttle access and amenities; gateway to the City of Rochester.

## **8.0 CONSULTANT FEE**

The Consultant shall **NOT** submit their proposed design fees with this proposal. The firm deemed to be the best qualified overall for this project by evaluation committee will be asked, at a later date, to submit; salary schedules, staffing tables, non-direct costs, subcontractor costs, total project cost summaries and technical assumptions (NYSDOT Analysis – Shell iii) .

The Consultant shall show in the proposal staff assignments and projected hours for the various tasks.

## **9.0 CONSULTANT SELECTION**

### **Selection Schedule:**

Pre-Proposal Meeting	May 13, 2011
Consultant Proposals Due:	June 3, 2011
Consultant Interviews	May 20 to May 23, 2011
Scope and Fee negotiations:	May 27 to July 1, 2011
City Council Approval of Consultant Selection:	July 19, 2011
Professional Services Agreement Execution:	July 20, 2011 to July 29, 2011
Notice to Proceed:	August 1, 2011

### **Evaluation Committee:**

Selected personnel from the City of Rochester and other designated organizations will form the evaluation committee for this RFP. It will be the responsibility of this committee to evaluate all properly prepared and submitted responses to the RFP and make a recommendation to enter into a Professional Service Agreement (PSA) with the most qualified firm.

### **Consultant Selection Criteria:**

Consultant selection will be based on a rating of consultant proposals. The following criteria will be used to evaluate them.



**Project Team (50% of score):**

Experience of the proposed project manager with all phases of the proposed scoping study and comparable urban design facilities. including comparable NYSDOT administered Federal Aid projects, FRA compliant projects and City of Rochester projects; ability to advocate for City issues; knowledge of the project area; public presentation skills; Experience and knowledge related to the preparation, assembly, context and content of comprehensive plans; Overall vision and creativity; Skill set and experience related to preliminary Investigations, site Inventories, and general survey; Capability and experience in assessing site and district strengths, opportunities, and constraints ; Conducting , leading, managing and diffusing advocate workshops and public workshops; Depth of knowledge related to understanding, creativity and experience with intermodal facilities; Knowledge, understanding and experience with the preparation and development of planning and scoping documents, Capability and experience in Traffic and Parking Studies; Depth of knowledge related to understanding, creativity and experience in developing thematic and programmatic components; Depth of experience and creative knowledge in architectural components, building mass, architectural proportions, building design and aesthetic characteristics, Experience in environmental screening (EAF, SEQ, NEPA ); Depth of knowledge related to understanding, creativity and experience in place making techniques and concepts; Experience related to cost estimating and Implementation phasing; Knowledge and experience related to market and economic analysis, financial feasibility and economic benefit; and creative experience with complex site development projects.

**Proposal (40% of score):**

Quality and appropriateness of the proposal to the project scope. The Proposals will be reviewed on a basis of knowledge, creativity, experience, and understanding of the following aspects of the project (not all inclusive – the Consultant can and should elaborate):

- Existing cultural and historically significant assets
- Site topography and drainage patterns through extrapolation of existing data
- Existing land use, buildings, on street parking and parking lots
- Existing vegetation, landscaping, grading and plantings
- Existing and adjacent utilities- availability and capacity
- Sightlines and views of scenic, cultural, and historically significant value
- Location, style, type, size, and character of lighting styles
- Location, widths, geometry and material used for pedestrian / bicyclist
- Train Service and passenger access
- Ridership assessment
- Site amenities
- Greyhound / Trailways building, access, parking, and overall site
- Surrounding parking lots
- Existing Track, Platforms and Canopies
- CSXT and Amtrak Assets
- Pedestrian and vehicular traffic volumes and turning movements, existing signals and timings, geometric street data, traffic capacity, sightlines, circulation patterns, alignments, and roadway conditions.
- Pedestrian and bicycle access

- Ownership (both current and proposed); land use and character patterns, community contextual relationships, including proposed developments and other data, features and conditions.
- Program Development Options - Operational Costs and Issues
- Station Size (current demand and future projections)
- Light Rail Transit/ Rubber Tire Trolley connections
- Historic Interpretation
- Economic Analysis of overall plan
- Place Making Techniques and Concepts
- Traffic Analysis and Parking Demand
- Parking operations (size, demand, snow removal, striping, short term vs long term , secure vs un-secured, covered, security personal, ticketing, cameras, signage, pedestrian safety, pedestrian experience, overall egress)
- Cost Estimate and Implementation Phasing
- Market Analysis, Financial Feasibility and Economic Benefit
- Platform layout, alternatives and integration with services
- Staging operations during construction
- CSXT, Amtrak, Greyhound, and Trailways requirements
- Linkage to Rochester Transit Center
- Linkage to Main Street
- Pedestrian and neighborhood linkage
- Site landscaping
- Facility Amenities and Operational Requirements (ticketing, restrooms, waiting area, baggage, office space, mechanical rooms, utility space, janitorial space, restaurant space, vending, phones, wireless connections, portable work pods, ticket machines, tourism and informational kiosks).
- Mechanical, electrical and plumbing systems
- Development of Thematic, Architectural, and Programmatic components for the building and site.
- Zoning and Environmental Review
- Urban Design Guidelines
- Environmental Investigations
- Adjacent development opportunities
- Economic development impacts
- Passenger, RTS, Taxi, Bicycle, Shuttle access and amenities
- Gateway to the City of Rochester

**Firm (10% of score):**

Experience and prior performance with urban/City, NYSDOT, Amtrak, and FRA planning, scoping and preliminary design phases, knowledge and experience with environmental procedures; ARRA coordination and administrative practices with NYSDOT and FRA compliant projects.

## **Interviews:**

It is envisioned that the top three (3) “short -listed” firms will be asked to give presentations related to the depth and experience of their team, related experience, understanding of the project, creativity and knowledge of the issues. Presentations will be given to the Selection Committee and will be limited to 1½ hours.

## **Eligibility Qualifications, Requirements, and Preferences**

The City of Rochester requires that all bidders and subcontractors present evidence of experience, ability, and financial standing. Designated firm(s) must submit proof of authority to practice engineering/surveying in New York State immediately upon designation.

## **Subcontracting Provisions**

Subcontracting is encouraged and desirable. This contract contains utilization goals pursuant to Federal Disadvantaged Business Enterprise (NYSDOT certification) and City of Rochester Minority and Women's Business Enterprise (NYS certification, Rochester MSA) programs, as follows:

Disadvantaged Business Enterprise sub-contracting goal-18%;  
M/WBE sub-contracting goal-combined total of 6.2%.

## **Living Wage Requirements**

The study agreement will contain a requirement that the covered consultant and any covered subconsultants and subcontractors pay their employees who directly work on the project a living wage. Rochester City Council adopted the Rochester Living Wage Ordinance (Section 8A-18 of the Rochester Code), effective July 1, 2001, which requires covered employers who are awarded City service contracts of \$50,000 or more to pay a Living Wage, as defined in the Ordinance, to their employees who perform work under the contract. As set forth in §8A-18D(1) of the Ordinance, if the total amount of the proposal is \$50,000 or more during the period of one year, a written commitment to pay all covered employees a Living Wage and a list of job titles and wage levels of all covered employees in each of the years for which this agreement is sought shall be submitted with the proposal. The current Living Wage rates and a link to the Rochester Living Wage Ordinance can be found on the City website at:

<http://www.cityofrochester.gov/index.cfm?id=571>

## **Proposal Submission**

Submit eight (8) copies of your proposal. The proposal must consist of the following:

- 1) Transmittal letter, including a statement that the consultant and subconsultants commit to meeting the requirements of the City of Rochester Living Wage Ordinance;
- 2) Work proposal, not to exceed ten (10) pages;
- 3) Organization Chart of the project team, indicating key members and their roles (1pg);
- 4) Gantt chart showing the proposed schedule for accomplishing key tasks (1 page);
- 5) Resumes of proposed team members citing training and project experience relevant to the proposed work;
- 6) Brief descriptions of similar City/Urban/Transit/Rail projects on which proposed team members have worked and which illustrate (15 pages):
  - a. The team members' qualifications; and
  - b. The proposed project manager's experience in leading the planning and scoping efforts.
- 7) Brief description of past or proposed interaction and experience of the overall team. Brief reference and experience of working relationships and overall successes of the proposed team (2 pages);
- 8) Creative Experience with complex urban design challenges, Amtrak facilities, Intermodal transportation centers, and catalyzing economic gain (5 pages)
- 9) Proposal staff assignments and projected hours for the various tasks (without FEE)

### **Fee:**

Do **NOT** submit a fee quotation with your proposal. The City will ask the top-rated firm to submit its proposed project staffing, hours, and fee schedule, using the NYSDOT "Shelliii" analysis format. If fee and scope negotiations cannot be concluded to the City's satisfaction, the City will terminate negotiations and enter negotiations with the next-rated firm.

The Consultant shall submit their proposed staffing hours and assignments with the proposal.

**For more information, contact**

Thomas Hack, P.E. Project Manager  
Bureau of Architecture & Engineering  
City of Rochester  
30 Church Street, Room 300B  
Rochester, N.Y. 14614  
(585) 428-6852  
Hackt@cityofrochester.gov

**Submit proposals by 5:00 p.m.  
June 3, 2011 to:**

Thomas Hack, P.E. Project Manager  
Bureau of Architecture & Engineering  
City of Rochester  
30 Church Street, Room 300B  
Rochester, N.Y. 14614  
(585) 428-6852

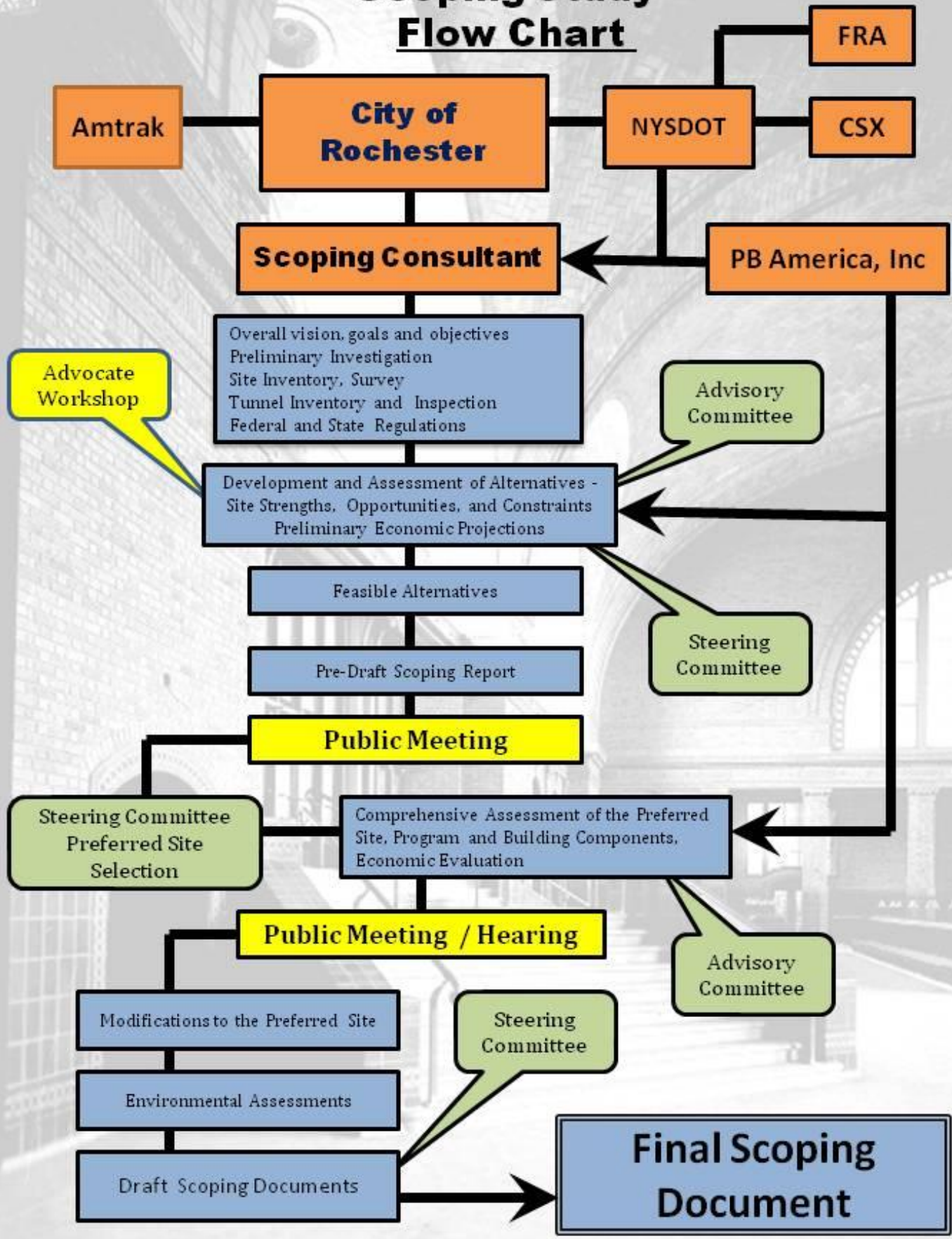
**For an electronic version of this proposal, contact**

Ms. Patrica Fischer  
Bureau of Architecture & Engineering  
City of Rochester  
30 Church Street, Room 300B  
Rochester, N.Y. 14614  
(585) 428-7004  
Fischerp@cityofrochester.gov

# **APPENDIX A**

## **PROPOSED FLOW SHEET**

# Rochester Intermodal Transportation Center Scoping Study Flow Chart



# **APPENDIX B**

Amtrak Right to Entry  
(WAIVED with Conditions)



## Amtrak Right to Entry (WAIVED with Conditions)

The Consultant shall be advised that the National Railroad Passenger Corporation (aka: Amtrak) has tentatively waived its requirement that the selected consultant be required to process and/or secure a “Temporary Right to Entry Upon Property” permit. A tentative waiver of this permit is conditional based upon the fact that that Consultant’s services being classified as scoping in nature and that no destructive testing or subsurface investigation /exploration is anticipated.

In lieu of securing a “Temporary Right to Entry Upon Property” permit, the Consultant shall have access to the public areas of the site only. The Consultant access to the site will be solely limited to public designated areas and under no circumstances whatsoever shall the consultant be allowed access within 15 feet from the centerline of the outside track or within 15 feet of any overhead wires.”

The Consultant shall be advised that if any subsurface work is found to be required, whether the work is geotechnical or environmental in nature, the Consultant shall immediately notify and secure approvals from both the City of Rochester and Amtrak prior to undertaking any subsurface investigations.

Should subsurface work be required, whether the work is geotechnical or environmental in nature, the Consultant shall secure Temporary Permits from Amtrak prior to performing this work. Requests for subsurface work are reviewed by Amtrak on a case-by-case basis. Depending on the site specific circumstances, a separate Site Access Agreement that addresses environmental liability issues may be required by the consultant prior to the issuance of any Temporary Permits.

# **APPENDIX C**

## **NYSDOT Public Involvement Plan**



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# ROCHESTER INTERMODAL STATION

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## **DRAFT Public Involvement Plan**

**City of Rochester, Monroe County**

*February 2011*

**FR-HSR-0014-11-01-00**

**PIN 4936.04**

**Federal Railroad Administration  
New York State Department of Transportation**

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# 1. Introduction

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On January 28, 2010, the Federal Rail Administration announced awards for the High Speed Intercity Passenger Rail (HSIPR) Program. New York State was the recipient of \$151 million for seven projects, including a grant for the Rochester Intermodal Station.

The grant will be used for improvements to make the existing station's access compliant with the Americans with Disabilities Act, and also to complete preliminary engineering and environmental work for a new, fully compliant intermodal facility.

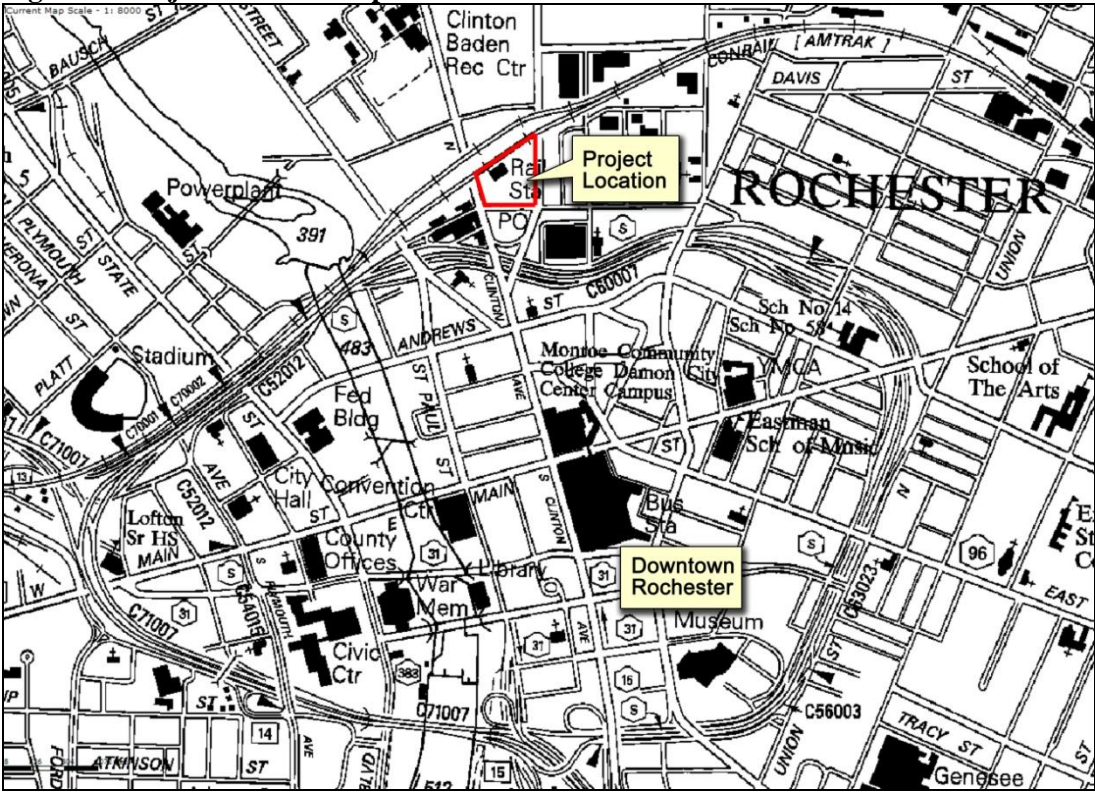
This report has been prepared for the proposed new facility.

## 1.1 PROJECT CONTEXT

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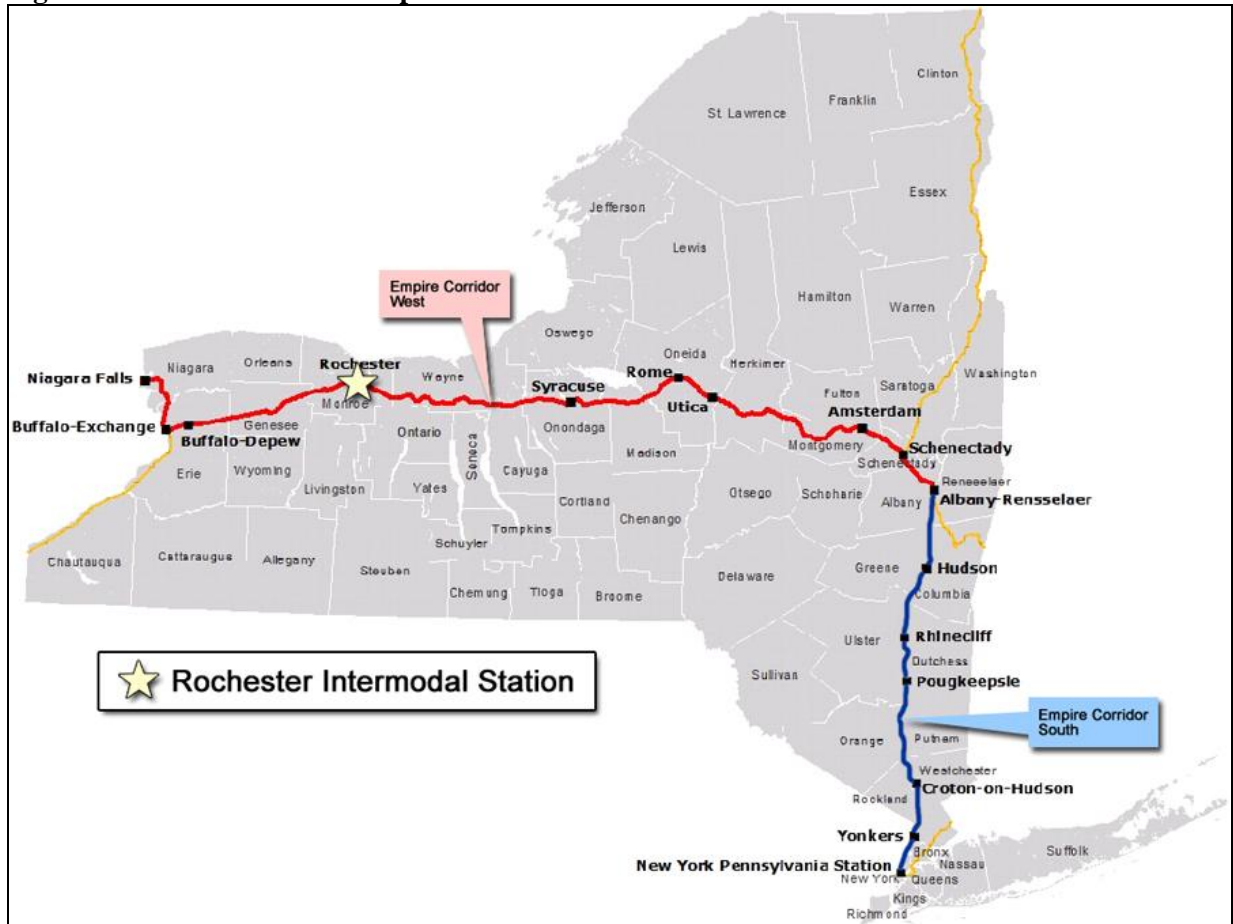
The Rochester Intermodal Station will be located in the City of Rochester, Monroe County. It will most likely be sited on the same property as the existing station, which was constructed as a temporary facility in 1978. The proposed station is envisioned as a community landmark and a multi-modal gateway to the City of Rochester and the region. The train tracks are adjacent to the property on the north side, with the rest of the property bounded by Clinton Avenue on the west, Joseph Avenue on the east and Central Avenue on the south. The Inner Loop, a fully access-controlled state highway and frontage road system, separates the station and the downtown activity center. Refer to Figure 1, Project Context Map

**Figure 1: Project Context Map**



The station is located on the Empire Corridor, a 463-mile rail system connecting Penn Station, in New York City, with Niagara Falls, New York. Rochester lies along a 292-mile segment, between the Albany-Rensselaer Station and the Buffalo-Depew Station, that is known as the “Chicago Line” or “Empire Corridor West.” Refer to Figure 2, Corridor Context Map. Amtrak’s Empire Service, Maple Leaf Service and Lake Shore Limited routes stop at Rochester, totaling four (4) Amtrak trains stopping, in each direction, each day. The railroad right-of-way is shared with the busy CSX Chicago Line, which accommodates 70 - 80 freight trains per day.

**Figure 2: Corridor Context Map**



The greater Empire Corridor is part of a much more extensive rail network. It connects to the Northeast Corridor (at Penn Station), which serves a string of cities along the eastern seaboard, between Washington, D.C. and Boston, Massachusetts. The Empire Corridor also connects to Rutland, Vermont and Montreal, Quebec (at Schenectady), Toronto, Ontario (at Niagara Falls (US)) and Chicago, Illinois (at Buffalo).

Several related projects are being developed concurrently. In a separate, joint effort, the Federal Railroad Administration (FRA) and the New York State Department of Transportation (NYSDOT) are preparing a Draft Environmental Impact Study (DEIS) to evaluate proposed comprehensive system improvements to the Empire Corridor Rail System (ECRS). The purpose is to achieve additional capacity, shorter trip times, and higher speeds along the system. The Rochester Intermodal Station will contribute to the ECRS.



The Rochester Genesee Regional Transportation Authority (RGRTA) will begin construction on a new transportation hub, located in Downtown Rochester, in the fall of 2011. Located on Mortimer Street, between North Clinton Avenue, Pleasant Street and St. Paul Boulevard, the RTS Transit Center will be a new two-story facility that includes covered spaces for RTS customers and buses. It is intended that the RTS Transit Center and the Rochester Intermodal Station will be linked by both pedestrian and shuttle connections

Another related project involves the proposed construction of a third mainline track, in the City of Rochester and nearby Town of Chili, to provide high-speed passenger service, improve travel time, decrease delays, and eliminate sharp curves.

## **Purpose**

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This Public Involvement Plan (PIP) will outline the components of the public involvement program and identify key stakeholders within Federal, State and local agencies, the news media, public officials, special interest groups, property owners and other interested parties, as well as the general public. The plan will also identify key contacts with civic and business groups, relevant interest groups, present and potential riders/users, and private service providers/shippers. The plan will identify techniques used to inform the public about the project and will also identify how the public involvement activities will be linked by key milestones in the planning/engineering and environmental processes.

The public involvement procedure outlined here is in accordance with activities required by the National Environmental Policy Act (NEPA) and the Council on Environmental Quality's (CEQ) NEPA implementing regulation (40 C.F.R. §§ 1500-08), as well as the public involvement policies of the FRA and NYSDOT.

### **NEPA and CEQ Requirements**

- Make diligent efforts to involve the public in preparing and implementing their NEPA procedures.
- Provide public notice of NEPA-related hearings, public meetings, and the availability of environmental documents so as to inform those persons and agencies who may be interested or affected
- Hold or sponsor public hearings or public meetings whenever appropriate or in accordance with statutory requirements applicable to the agency.
- Solicit appropriate information from the public.
- Explain in its procedures where interested persons can get information or status reports on environmental impact statements and other elements of the NEPA process.
- Make environmental assessments (EA) , the comments received, and any underlying documents available to the public

After preparing a draft environmental assessment, and before preparing a final environmental assessment, agencies must solicit the comments of any Federal agency which has jurisdiction by law, or special expertise, with respect to any environmental impact involved or which is authorized to develop and enforce environmental standards. In addition, the agency is required to obtain comments from appropriate State and local agencies authorized to develop and enforce environmental standards; Indian tribes that may be interested or affected; and any agency which has requested that it receive statements on actions of the kind proposed.

## **FRA Public Involvement Policy**

FRA's policy compliance with NEPA and the CEQ regulation is outlined in the agency's "Procedures for Considering Environmental Impacts" (64 Fed. Reg. 28545 (May 26, 1999)). The policy states that "citizen involvement is encouraged at every stage of the environmental assessment of a proposed FRA action." FRA develops a list of interested parties, including Federal, regional, State, and local authorities, environmental groups, individuals, and business, public service, education, labor, and community organizations. Other identified steps in the public involvement procedure involve direct and indirect solicitation of comments on the DEIS from these parties.

## **NYSDOT Public Involvement Policy**

The New York State Department of Transportation's policy is that public involvement is an integral part of the project development process. The Department's *Project Development Manual* ensures that Department projects incorporate public involvement through Public Involvement Plans, beginning with a project's scoping procedures and continuing through the design and construction phases. NYSDOT policy adheres to the NY State Environmental Quality Review Act (SEQR), in addition to NEPA and the CEQ regulation. A *Public Involvement Manual*, included in the appendices of the *Project Development Manual*, furnishes guidance on the identification of stakeholders, communication with stakeholders, solicitation of comments, and incorporation of public input in projects.

The PIP is a dynamic document and will be modified , as necessary, throughout the project's development process.

## **GOALS**

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The goals of public involvement for this project are to:

- Better identify the problem the proposed project is attempting to resolve
- Reduce possible project delays
- Exchange knowledge with the public and resource agencies
- Help create realistic expectations of what the project can accomplish
- Meet Federal and State requirements

This plan will accomplish these goals by:

- Identifying key stakeholders
- Proactively anticipating and carefully considering stakeholder issues and concerns
- Proactively obtaining early and ongoing input about project needs and preferences
- Striving for timely consensus to high speed intercity passenger rail issues



- **Inform the stakeholders.** Provide clear, user-friendly informational material so that stakeholder opinion is based on knowledge and a realistic understanding of needs, constraints, and opportunities. Build understanding of the characteristics, potential impacts and mitigations associated with the Rochester Intermodal Station.
- **Solicit informed input from the stakeholders.** Provide multiple methods (web page, e-mail, mail, and meetings) for stakeholders to provide input for the project team.
- **Address stakeholder comments/questions.** Utilize the project webpage to acknowledge stakeholder comments and answer questions. For example, the frequently asked questions (FAQ) page will be frequently updated based on stakeholder comments. The FAQ and additional website content will allow NYSDOT and the project team to provide feedback on the public's comments and to reassure that their concerns are being considered.
- **Utilize stakeholder input.** Collect, organize and analyze comments and other feedback.

## Stakeholders

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In addition to the FRA and NYSDOT, stakeholders that have been identified for this project include the general public, federal and state agencies, Amtrak, CSX and other railroads, the Genesee Transportation Council (MPO), the City of Rochester, elected officials, business organizations and interested non-governmental organizations. A complete listing of stakeholders that have been identified, to date, is included in Appendix A.

## Key Project Issues

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In accordance with Section 2.2 of NYSDOT's *Public Involvement Manual*, outreach to identify concerns will begin early in the project process in order to have a meaningful effect on the development of the Purpose and Need and the project. Concerns identified during the scoping process and additional outreach meetings will be considered in the project development phase.

Key issues include:

- Transportation Effects
  - Traffic patterns and volume altered by the new facility
  - Availability of parking
- Land Use, Social and Socioeconomic Conditions
  - Impacts to surrounding businesses and property values
- Impact to Economic Development
- Cultural and Visual Resources
  - Existing historic platform canopy (built in 1914 with a prior train station structure)
- Noise and Vibration
- Construction and Construction Impacts
- Safety and Security

# Public Involvement Activities

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## PRIOR PUBLIC INVOLVEMENT

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Some public involvement activities that are applicable to this project have occurred in the past. Input received from stakeholders will be considered as the project progresses:

**Rochester Amtrak Revitalization Study, March 2002, Bergmann Associates:** A study was conducted in partnership with the community to ensure that community goals, ideas, and comments were identified and considered. A public workshop was held on October 30, 2001, to introduce the study to the public, identify issues, and obtain input and ideas. Another workshop was held on January 10, 2002, to present and receive input on the concept alternatives. A project web page offered continuous opportunities for the public to participate.

**EA Scoping Meetings:** As part of the Tier 1 Environmental Impact Study conducted for the entire Empire Corridor, individual scoping meetings with municipal officials, community leaders, individual citizens, advocacy groups and affected businesses were conducted. Scoping letters were sent to project stakeholders by NYSDOT in September 2009, informing them of the intent to prepare a tiered EIS; the Need for the Project; the Environmental Review Process; planned Public Involvement (Scoping Meeting) and the Scope of Agency Involvement. A scoping meeting was held in Rochester, at Monroe Community College, on November 10, 2010.

## PUBLIC MEETINGS

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The purpose of the public meetings is to present project information at key milestones and receive feedback on the project.

<b>Task</b>	Scoping Meeting
<b>Deliverables</b>	Associated meeting announcements, handouts, presentations, boards, and meeting notes. <ul style="list-style-type: none"><li>○ An information packet will be prepared that includes a project overview, draft Purpose and Need elements, a range of alternatives to be considered and a summary of environmental considerations.</li><li>○ Comment cards</li></ul>
<b>Date</b>	July 22, 2011
<b>Location</b>	Rochester City Hall, Rochester, New York
<b>Lead Responsibility</b>	City of Rochester
<b>Supporting Responsibility</b>	New York State Department of Transportation

<b>Task</b>	Public Hearing
<b>Deliverables</b>	Public Hearing Log, including legal notices and hearing announcement (in local newspapers and distributed to local governments, agencies and the general public), notice distribution list, display ads, hearing presentation, hearing exhibits, transcripts (one original and three copies) and a comment and response matrix.
<b>Date</b>	May 16, 2012
<b>Location</b>	Rochester City Hall, Rochester, New York
<b>Lead Responsibility</b>	City of Rochester
<b>Supporting Responsibility</b>	New York State Department of Transportation

## PUBLIC OFFICIALS INFORMATIONAL MEETINGS

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The purpose of the public officials informational meeting is to coordinate with key public officials throughout the process. A list of key public officials will be developed during the Scoping process. The initial contact with local officials will be via a letter, introducing the project and the process. During the project, all requests for meetings will be coordinated with NYSDOT and the list of key public officials will be updated, as necessary. When needed and/or requested, the formal meetings with public officials will be supplemented with small group meetings.

<b>Task</b>	Public Officials Scoping Meeting
<b>Deliverables</b>	Associated meeting announcements, handouts, presentations, boards, and meeting notes.
<b>Date</b>	August 19, 2011
<b>Location</b>	Rochester City Hall, Rochester, New York
<b>Lead Responsibility</b>	City of Rochester
<b>Supporting Responsibility</b>	New York State Department of Transportation

## COORDINATION WITH ENVIRONMENTAL JUSTICE COMMUNITIES

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The project is located within a Potential Environmental Justice Area. The purpose of Environmental Justice outreach activities is to reach community members not traditionally involved, or often

<b>Task</b>	Environmental Justice Meeting(s)
<b>Deliverables</b>	To be determined after initial outreach and information gathering
<b>Date</b>	Date
<b>Location</b>	Location
<b>Lead Responsibility</b>	Agency
<b>Supporting Responsibility</b>	Agency

underrepresented, in the transportation decision-making process. The project team will conduct further research, using corridor demographic data, to identify Environmental Justice and Limited English Proficiency Communities during the Scoping phase. Community leaders will then be identified, in order to develop a strategy for communicating with these stakeholders, to identifying. As appropriate, efforts will include developing multi-lingual materials, selecting alternative meeting locations (e.g. local churches, etc.) in locations accessible by transit, wherever feasible.

## Public Involvement Communication Methods

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The public involvement communication methods will allow the project team to inform the stakeholders about project information, and will allow the stakeholders to communicate concerns back to the project team. The methods will include:

- Media outreach
- Web page
- Mail contact
- Others

## NEWSLETTERS

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The purpose of a newsletter is to effectively communicate key project information with the stakeholders. Newsletter may include Purpose and Need information, alternatives, process descriptions, meeting announcements, projects alternatives, and opportunities and contact information for comments. Newsletters will be distributed electronically (the preferred distribution method), and, if necessary, in hard copy.

<b>Task</b>	Newsletter
<b>Deliverables</b>	Potential effectiveness and need for a newsletter to be determined after initial outreach and information gathering
<b>Proposed Dates of Newsletter Issuance</b>	Date
<b>Lead Responsibility</b>	Agency
<b>Supporting Responsibility</b>	Agency

## MEDIA OUTREACH

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The purposes of media outreach is to effectively communicate project information with local media (print and broadcast) and to encourage stakeholder participation, including preparing for and attending editorial board briefings, as well as press releases and meeting releases. Early in the project, key media representatives will be identified. Media coordination will be completed frequently, especially before key milestones. All requests from the media regarding the project will be directed to Deborah Rausch of the NYSDOT Office of Communications (drausch@dot.state.ny.us), and project team will function in a support role. Tools that may be employed include:

- Press releases and ads of upcoming meetings
- Editorial board briefings
- Notices on project web page
- E-mail s to stakeholders
- Free radio interviews during commuter rush hours to mention upcoming outreach events

Media outlets that have been identified, to date, are included in Appendix B:

<b>Task</b>	Media Outreach
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>• News releases and other media materials</li> <li>• Media contact list</li> <li>• Maintain clipping file to summarize and record written and broadcast stories pertaining to the project.</li> </ul>
<b>Lead Responsibility</b>	New York State Department of Transportation
<b>Supporting Responsibility</b>	City of Rochester

## WEB PAGE

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The purpose of the project web page is to provide stakeholders both full time access to project information and the ability to provide input into the decision making process at their convenience. The Web Page will be updated and refreshed on a regular basis to reflect currency and accuracy of information. NYSDOT will host the project web page at <https://www.nysdot.gov/--> and the Consultant team will prepare the content and layout for the project web page, in consultation with the NYSDOT PIO and NYSDOT Project Team. NYSDOT will be responsible for developing responses to posted comments. The key highlights of the web page will include:

<b>Task</b>	Web Page
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>• Introduction/project overview page</li> <li>• Key project reports and graphics (e.g., technical reports, maps, meeting presentations, meeting boards, meeting handouts, as appropriate)</li> <li>• Communication materials (e.g., newsletters, project brochures and fact sheets)</li> <li>• Calendar of events</li> <li>• Frequently Asked Questions</li> <li>• Comment submittal form (electronic and via mail)</li> <li>• Registration to receive e-mail alerts</li> </ul>
<b>Proposed Dates of Launch</b>	September 2011
<b>Proposed</b>	Weekly and at key milestones

<b>maintenance/Update Schedule</b>	
<b>Lead Responsibility</b>	New York State Department of Transportation
<b>Supporting Responsibility</b>	City of Rochester

## MAIL CONTACT

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The purpose of mail contact is to provide the project team another tool to communicate with the stakeholders. Due to greater efficiency and lower cost, electronic communications will be the primary tool. However, the project team understands that not all stakeholders have access to computers, and traditional mail may be the best way to reach some stakeholders. If a newsletter technique is also selected, the newsletter might be used to enhance a form letter mailing

<b>Task</b>	Form Letters
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>• List of addresses</li> <li>• Form letter content</li> <li>• Comment form</li> </ul>
<b>Date to Mail Letters</b>	Four (4) weeks prior to meeting date
<b>Lead Responsibility</b>	City of Rochester
<b>Supporting Responsibility</b>	New York State Department of Transportation

## OTHERS

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During the course of the project, other public involvement communication methods may be used, as appropriate. Other effective tools may include:

- Provide informational handouts at established traveler information centers across the state (e.g., informational kiosks at the existing adjacent train stations, bus stops, and the Greater Rochester International Airport)

## Monitoring and Updating the Public Involvement Plan

Public involvement activities will be monitored during the process and the PIP will be updated, as necessary, by the Federal Railroad Agency (FRA). Efforts to regularly evaluate and refine the PIP will ensure that:

- The right stakeholders are being reached and the tools being used are appropriate
- The project and the issues are being adequately explained
- People are participating in the public outreach
- People feel that their concerns are being considered and can affect decision making
- Environmental and procedural documentation requirements are being satisfied
- Potential new issues are being identified and considered

These activities will allow the focus to remain on meaningful communication with project stakeholders.

These PIP activities will be documented throughout the project development process in order to:

- Comply with federal and New York State regulatory requirements
- Fully document for the project record how and why decisions were made

## **A. Appendix A: List of Stakeholders**

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The following, is a working draft list of key stakeholders for the Rochester Intermodal Station, as of February 1, 2011. The list will continue to be refined, updated and expanded in partnership with NYSDOT during the Scoping process.

1. Municipal and Local Governments
  - a. City of Rochester
    - Mayor Thomas S. Richards
    - Department of Neighborhood and Business Development
    - Department of Environmental Services
    - Bureau of Engineering and Architecture
  - b. Monroe County
    - Monroe County Executive Maggie Brooks
    - Monroe County DOT
2. Federal Agencies
  - a. Federal Railroad Administration
  - b. US Department of Homeland Security
3. State Agencies
  - a. NYS Department of Agriculture & Markets
  - b. NYS Historic Preservation Office (SHPO)
  - c. NYS Office of Parks, Recreation & Historic Preservation
  - d. NYS Thruway Authority
  - e. NYS Canal Corporation
4. Elected Officials
  - a. NY State Assembly and Senate Representatives
    - Assemblyman David F. Gantt, 133rd Assembly District
    - Senator Joseph E. Robach, 56<sup>th</sup> Senate District
5. Transportation Agencies/Metropolitan Planning Organizations
  - a. Genesee Transportation Council (GTC)
  - b. Rochester Genesee Regional Transportation Authority
  - c. Greater Rochester International Airport (GRIA)
6. Railroads
  - a. Amtrak
  - b. CSX
7. Organizations
  - a. The Business Council of New York State
  - b. Railroads of New York (RONY)
  - c. Empire State Passengers Association (ESPA)
  - d. High Speed Rail Coalition
  - e. Greater Rochester Enterprise (GRE)



- f. Trailways of New York, Interstate Passenger Bus Service, Eugene J. Berardi, Jr., President & CEO
  - g. Rochester Business Alliance (RBA)
  - h. Rochester Downtown Development Corporation (RDDC)
  - i. Rochester Tooling and Manufacturing Association (RTMA)
  - j. Rochester Rail Transit Committee (RRTC), Chairman DeWain Fuller
  - k. Rochester Cycling Alliance (RCA)
  - l. ReConnect Rochester
8. Institutions
- a. University of Rochester
  - b. Monroe Community College
  - c. Rochester Institute of Technology
9. Public stakeholders will be engaged during the project, as described in Section 5 – Public Involvement Activities, and will include both local residents, current and potential transit users, and any other interested parties.

## **B. Appendix B: List of Media Outlets**

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The following is a working draft list of media outlets in the Rochester area, as of February 1, 2011. The list will continue to be refined, updated and expanded.

### **Newspapers**

- *Rochester Democrat & Chronicle*, daily newspaper, 55 Exchange Boulevard, Rochester, NY 14614 | (585) 232-7100
- *City Newspaper*, weekly alternative newspaper, 250 North Goodman Street Rochester, NY14607 | 585-244-3329
- *The Campus Times*, weekly student newspaper, University of Rochester, CPU Box 277086, Rochester, NY 14627 | (585) 275-5942
- *Rochester Business Journal*, weekly business coverage newspaper, 45 East Avenue, Suite 500, Rochester, New York 14604 | (585) 546-8303

### **Television**

- WHEC-TV, 191 East Avenue, Rochester, NY 14604 | (585) 546-5670
- WHAM-TV, 4225 West Henrietta Road, Rochester, NY 14623 | (585) 334-8700
- WUHF-TV, shared services with WROC-TV, 201 Humboldt Street, Rochester, NY 14610 | (585) 232-2700
- WROC-TV, shared services with WUHF-TV, 201 Humboldt Street, Rochester, NY 14610 | (585) 288-8400
- YNN Rochester, Time Warner news, 71 Mt. Hope Ave., Rochester, NY 14620 | (585) 756-2424

### **Radio**

- WYSL NewsPower 1040 (AM 1040, FM 92.1), PO Box 236, Avon, NY 14414 | (585) 346-3000
- 1180 WHAM (AM 1180), 100 Chestnut Street, Rochester, NY 14604 | (585) 454-5759
- WXXI-AM (AM 1370), WXXI Public Broadcasting Council, PO Box 30021, Rochester, NY 14603 | (585) 258-0200

# **APPENDIX D**

## **NYSDOT/City Agreement**

Consultant Insurance Requirements

Standard Clauses for NYS Contracts

ARRA Reporting & Record Keeping Requirements & State Job Posting Req'ts

FRA Flow down Provisions

# CITY OF ROCHESTER

COMPTROLLER CONTRACT No. \_\_\_\_\_

PIN: 4936.04.371

This Agreement dated this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the People of the State of New York (hereinafter referred to as "STATE") acting by and through the Commissioner of the Department of Transportation (hereinafter referred to as "COMMISSIONER"), with offices at 50 Wolf Road, Albany, New York 12232, and the CITY OF ROCHESTER, with offices at City Hall, 30 Church St, Room 300B, Rochester, NY 14614-1279, hereinafter referred to as the "GRANTEE".

WITNESSETH:

WHEREAS, the STATE and the GRANTEE wish to provide for planning and preliminary engineering for a new Rochester Intermodal Station so as to allow for the safe and efficient movement of rail and bus passengers and vehicular traffic (the "Project"); and

WHEREAS, Section 14 of the Transportation Law authorizes the COMMISSIONER to enter into contracts for the purpose of maintaining and improving rail transportation service; and

WHEREAS, the total cost of the Project is [REDACTED]; and

WHEREAS, the Federal Railroad Administration of the U.S. Department of Transportation ("FRA") has provided federal funding pursuant to the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA") for the Project, pursuant to a Cooperative Grant Agreement with the New York State Department of Transportation ("NYSDOT"); and

WHEREAS, it has been determined to be in the best interest of the public to make [REDACTED] available to the CITY OF ROCHESTER from the funds provided by the FRA for the Project; and

NOW THEREFORE, the parties hereto in consideration of the mutual promises, conditions, terms and obligations herein set forth, agree and covenant as follows:

## **ARTICLE ONE: DEFINITIONS**

The words and expressions defined below shall be construed to have these meanings except where it is clear from the context that another meaning is intended.

"Agreement" means this document (with appendices).

"STATE" means the People of the State of New York acting by and through the Commissioner of the Department of Transportation.

"COMMISSIONER" means the Commissioner of the New York State Department of Transportation or his designated representative.

"GRANTEE" means the CITY OF ROCHESTER receiving financial assistance under this Agreement.

"Project or Approved Project" means the planning, scoping and initial preliminary engineering for a new Rochester Intermodal Station rail facility conducted pursuant to this Agreement.

"Project Costs" means those costs as defined and contemplated in Section 2.4 for accomplishing the work set forth in Appendix I of this Agreement and computed in accordance with 23 CFR, Part 140, Subpart I, and amendments thereto.

"Work Schedule" means a description of the Project as described in Appendix 1.

## **ARTICLE TWO: COMPLETION OF THE PROJECT AND REIMBURSEMENT**

### Section 2.1. Description of Work

GRANTEE agrees to complete or cause to be completed the work described in the Work Schedule constituting Appendix 1—Work Schedule of this Agreement (hereinafter referred to as the "Work Schedule"), which is attached hereto and made a part hereof, in accordance with said Work Schedule as may be modified or amended, and within the time limits specified in said Work Schedule or any extension thereof

Any time limits for the accomplishing of work which are set forth in said Work Schedule may be extended or modified by mutual agreement between the parties in writing. No work to be financed by the STATE may begin without written approval from the COMMISSIONER.

### Section 2.2. Reserved.

### Section 2.3 Reimbursement

STATE agrees to reimburse GRANTEE for the STATE's share of eligible Project Costs, up to the total amount identified in Appendix 1 - Work Schedule, which GRANTEE incurs for the work performed or facilities provided as described in the attached Work Schedule. Project Costs in excess of STATE funds available for the work shall be the responsibility of GRANTEE. The STATE shall not be obligated to pay nor shall GRANTEE claim reimbursement for the use of facilities or equipment which have been acquired by GRANTEE in whole or in part with funds provided by STATE under this or any other agreement.

Prior to start of construction, GRANTEE shall certify the source and availability of funds for Project Costs which are in excess of STATE funds being made available under this Agreement.

GRANTEE shall submit to STATE fair and reasonable charges less the salvage value of materials recovered, as evidence by detailed invoices, for the cost of the work performed or facilities provided as described above, in accordance with the procedures acceptable to the COMMISSIONER and the State Comptroller.

STATE shall reimburse GRANTEE in the amount of the approved Project Costs so submitted as to the work performed. In no event shall the cost to STATE of said work exceed the amount specified in the Work Schedule, except as such cost may hereinafter be increased pursuant to a written amendment to this Agreement by the parties hereto. All costs so submitted by GRANTEE shall be subject to approval by COMMISSIONER, and to audit by the COMMISSIONER and the State Comptroller, the Inspector General of the United States Department of Transportation, the Comptroller General of the United States, the FRA, or their authorized representatives. .

GRANTEE shall submit monthly invoices for eligible costs incurred, accompanied by documentation and a certification of costs, including executed payrolls or abstracts thereof, time, material and accounts payable distribution records, invoices, contracts, vouchers and/or canceled checks evidencing in proper detail the nature and propriety of the charges. These documents shall be retained and maintained by the GRANTEE, as provided in Section 3.9 herein, so that they will be available for audit as provided in this Agreement.

Upon the completion of all said work by GRANTEE pursuant to this Agreement, a final statement of costs shall be submitted to the STATE within one hundred eighty (180) days. Upon receipt of the final statement of costs by the COMMISSIONER, the COMMISSIONER will conduct an audit of the GRANTEE project account records within one hundred eighty (180) days to determine the resources applied or used by GRANTEE in fulfilling the terms of this Agreement. Upon the completion of said audit and concurrence by GRANTEE, the final reimbursement payment will be made to GRANTEE.

In the event that any payments are made by the STATE to the GRANTEE for costs incurred by GRANTEE, which are subsequently determined to be ineligible for reimbursement under this Agreement, STATE may retain an amount equal to any such excess payments from any monies then or which may become due and owing to GRANTEE under the Agreement, or GRANTEE shall repay such amount to STATE within forty-five (45) days from the date GRANTEE receives notice of such determination of ineligibility or the date on which a final decision is made in any appeal or review of such determination authorized by applicable law and made by GRANTEE, whichever is later.

## Electronic Contract Payments

Payment for invoices submitted by the GRANTEE shall only be rendered electronically unless payment by paper check is expressly authorized by the COMMISSIONER, in the COMMISSIONER's sole discretion. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The GRANTEE shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at 518-474-4032. The GRANTEE acknowledges that it will not receive payment on any invoices submitted under this Agreement unless it complies with the applicable State Comptroller's electronic payment procedures, except where the COMMISSIONER has expressly authorized payment by paper check as set forth above.

Section 2.4 *Reserved.*

Section 2.5 *Reserved.*

Section 2.6 *Reserved.*

## Section 2.7. Manner of Performing Work

GRANTEE agrees to undertake or cause to be undertaken and to proceed expeditiously with the work to be accomplished as described in the Work Schedule, and to complete or cause to be completed said work within the time limits specified in said Work Schedule. GRANTEE shall update said schedule upon written approval of the COMMISSIONER as necessary to assure that it accurately reflects the GRANTEE's timetable for completion.

## Section 2.8. Inspection

During the term of this agreement, the Commissioner shall have the right to request periodic progress meetings and/or site visits for the purpose of inspecting and examining the progress and condition of the project and any activities conducted pursuant to this agreement. Such right shall be exercised only at reasonable times and upon prior notice to Grantee.

Such inspection shall be conducted as outlined in the "Manual of Construction Supervision and Inspection Procedures for Work by Railroad Force Account" and/or the "Manual of Construction Supervision and Inspection Procedures for Railroad Let Contracts" as prepared by the Rail Division/Operations Bureau of the New York State Department of Transportation and dated January 1984, as amended. It is intended by the parties hereto that by reference to said manuals, it is agreed that the provisions thereof are deemed to be included herein and are accepted as binding upon the parties for purposes establishing construction inspection

standards to the same extent and with the same force and effect as if said manuals had been set forth in and made a part of this Agreement.

Section 2.9. Environmental Protection

GRANTEE agrees that all work accomplished under this Agreement will be performed in accordance with all applicable local, State and Federal environmental laws and regulations.

**ARTICLE THREE: GENERAL PROVISIONS**

Section 3.1. Liability and Indemnification

GRANTEE hereby agrees to indemnify and hold harmless the STATE, the Department of Transportation and their respective agents and employees from any and all liability for injury to or death of any person or persons and for loss of, damage to, or destruction of any property or equipment which arises from activities conducted by or on behalf of the GRANTEE pursuant to this Agreement, including all related costs and counsel fees, except when attributable to the fault or negligence of the STATE, the Department of Transportation, its respective agents and employees other than GRANTEE.

GRANTEE agrees to require its contractor(s) to procure and maintain until final acceptance of the Project by the STATE, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do business in the State of New York, covering all activities under this Agreement whether performed by the GRANTEE, its contractor(s) or subcontractor(s). GRANTEE shall furnish to the STATE a certificate(s), in a form satisfactory to the STATE, showing compliance with this Article, which certificate(s), shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the STATE. The kinds and amounts of insurance required are as follows:

In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the GRANTEE's Contractor will be required to carry insurance of the following kinds and amounts:

a. Public Liability Insurance

With respect to the operations performed, regular Contractor's Public Liability Insurance is provided for a limit of not less than \$2,000,000. Single Limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

b. Protective Public Liability Insurance

With respect to the operations performed, subcontractors provide regular Contractor's Protective Public Liability Insurance for a limit of not less than \$2,000,000. Single Limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily



injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

c. Motor Vehicle Liability Insurance

With respect to any motor vehicles which may be used in connection with the work to be performed, the Contractor shall maintain a policy(s) as required by the Motor Vehicle Laws of the State of New York to bear license plates.

d. Railroad Protective Public Liability Insurance

With respect to the operations the Contractor or any of the Contractor's subcontractors perform, Contractor shall provide Railroad Protective Public Liability Insurance (AAR-AASHTO Form) in the name of all railroad companies operating at the location of the Project Facilities providing for a limit of not less than \$2,000,000. Single Limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence. Such insurance shall be furnished with an aggregate of not less than \$6,000,000 for damages as a result of more than one

e. Force Account Insurance

The GRANTEE shall carry Force Account insurance covering bodily injury, legal liability, liability assumed under this Agreement and property damages resulting from any acts, errors or omissions for the work performed by GRANTEE's employees in connection with this Agreement. This policy shall provide limits not less than Two Million (\$2,000,000) nor more than Six Million Dollars (\$6,000,000) as determined by GRANTEE, the appropriate cost of which shall be reimbursed under FHWA, 23 CFR Part 140, Subpart 1 (April 7, 1992) as amended. The GRANTEE retains the right to self-insure any of its obligations under this provision.

The insurance herein before specified shall be carried until all work required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. Failure to carry or keep such insurance in force until all work is satisfactorily completed shall constitute a violation of the Agreement.

Section 3.2. Assignment

GRANTEE shall not assign this Agreement or any interest herein without first obtaining COMMISSIONER'S written consent thereto, which consent shall not be unreasonably withheld or delayed.

### Section 3.3. Approval of Contracts

GRANTEE shall not execute any contract, subcontract or amendment thereto, or obligate itself in any other manner with any third party relating to or with respect to the Project to be undertaken pursuant to this Agreement without the prior written approval of the COMMISSIONER, which shall not be unreasonably withheld or delayed. This Section 3.3 shall apply only to contracts, subcontracts, amendments and obligations pursuant to which GRANTEE incurs costs or expenses which are to be paid for in whole or in part by the STATE pursuant to this Agreement.

### Section 3.4. Non-Waiver

No covenant or condition of this Agreement can be waived except by the written consent of the parties hereto. Forbearance or indulgence by STATE in any regard whatsoever shall not constitute a waiver of any covenant or condition to be performed by GRANTEE as applicable, and until complete performance by the appropriate party of such covenant or condition, STATE shall be entitled to invoke any remedy available to it under this Agreement or by law or in equity despite such forbearance or indulgence.

### Section 3.5. Entire Agreement

This instrument and the appendices identified herein constitute the entire agreement between STATE and GRANTEE and it shall not be amended, altered or changed except by a written agreement signed by all of the parties hereto.

### Section 3.6. Force Majeure

The obligations of the parties hereunder shall be subject to force majeure (which shall include strikes, riots, floods, acts of God, and other causes or circumstances beyond the control of the party claiming such force majeure as an excuse for non-performance), but only as long as, and to the extent that, such force majeure shall prevent performance of such obligations.

### Section 3.7. Successors and Assigns

All the covenants and obligations of the parties hereunder shall bind their successors and assigns, and any document assigning same will incorporate language whereby assignee will specifically accept and assume all such covenants and obligations.

### Section 3.8. Interpretation

The Article and Section headings utilized in this Agreement are for convenience only. This Agreement shall be construed in accordance with and governed by the Laws of the State of New York. All appendices attached hereto are integral parts of this Agreement and the provisions set forth in the Appendices shall bind the parties hereto to the same extent as if such provisions had been set forth in their entirety in the main body of this Agreement. Nothing expressed or implied herein shall give or be construed to give to any person, firm or corporation other than STATE or GRANTEE any legal or equitable right, remedy or claim under or in respect to this Agreement. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by COMMISSIONER and GRANTEE unless a provision hereof expressly permits any of the parties to effect termination, amendment, supplementation, waiver or modification hereunder, in which such action shall be taken in accordance with the terms of such provision.

### Section 3.9. Records and Documents

GRANTEE shall maintain books, records and supporting documents in connection with the work to be accomplished pursuant to this Agreement. For a period of six (6) years from the date of submission of the final bill by GRANTEE, books, records, bills, vouchers, payrolls, invoices and other documents of every type and description pertaining to the work to be accomplished under this Agreement shall be available to COMMISSIONER or the State Comptroller, or their authorized representatives, for inspection and audit. All costs charged under this Agreement shall be supported by payrolls and time records, material consumption reports, business expense statements, paid invoices and contracts evidencing in detail the nature of the charges for which reimbursement is sought.

### Section 3.10. Termination or Suspension

The STATE shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

- (a) If a termination is brought about for the convenience of the STATE and not as a result of unsatisfactory performance on the part of GRANTEE, final payment shall be made based on the actual cost incurred by GRANTEE in accordance with the terms of this Agreement and as verified by audit. In determining the value of the work performed by GRANTEE prior to the termination, no consideration will be given to profit which GRANTEE might have made on the uncompleted portion of the work.
- (b) If the termination is brought about as a result of unsatisfactory performance on the part of GRANTEE, the value of the work performed by GRANTEE, prior to termination shall be established by the percent of the amount of such work completed by GRANTEE and acceptable to the STATE, of the total amount of work contemplated by this Agreement.

(c) If, for any reason, the commencement, prosecution or timely completion of the Project is rendered improbable, infeasible, impossible or illegal, or if GRANTEE is determined by the STATE to be in default under its agreement, then the STATE may terminate the Project upon fifteen (15) days prior written notice to GRANTEE. GRANTEE shall have the opportunity to cure such default during this fifteen (15) day notice period.

### Section 3.11. Permits

GRANTEE agrees to obtain or cause to be obtained all approvals, permits and licenses necessary to progress the work described in Appendix 1- Work Schedule, and also agrees to comply or cause to be complied with all applicable Federal, State and Local Laws, including New York Railroad Law, which in any way impacts work to be accomplished by the project.

### Section 3.12. Severability

If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

### Section 3.13. Notices

Any request, authorization, direction, notice, consent, waiver or other document provided for or permitted by this Agreement to be made upon, give or furnished to, or filed with one party by the other party, shall be in writing and shall be transmitted either (i) by certified or registered United States mail, return receipt requested, (ii) by facsimile transmission; (iii) by expedited delivery service; (iv) by personal delivery service or (v) by e-mail to the appropriate address of such party set forth below:

If to the COMMISSIONER, to:

Marie Corrado, Director, Major Projects  
NYSDOT  
50 Wolf Road, 6th Floor  
Albany, New York 12232  
Fax No.: (518) 457-4190  
E-mail: mcorrado@dot.state.ny.us

If to City of Rochester, to:

Name: James McIntosh  
Address: City Hall, 30 Church St, Room 300B

Rochester, NY 14614-1279  
Fax No.: (585) 428-6253  
E-Mail: Mcintosj@CityofRochester.gov

- II. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mails, as of the date of first attempted delivery at the address in the manner provided hearing, or in the case of facsimile transmission or e-mail, upon receipt.
- III. The parties may, from time to time, specify any new or different address in the United States as their address for purposes of receiving notice under this agreement by giving fifteen (15) days written notice to the other party said in accordance herewith. The parties agreed to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration

#### Section 3.14. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be original.

#### Section 3.15. Relationship to Parties

The relationship of the GRANTEE to the STATE is that of any independent contractor, and the GRANTEE, in accordance with its status as such contractor, covenants and agrees that it will conduct itself consistent with such status, that is will neither hold itself out as nor claim to be an officer or employee of the STATE by reason hereof, and that it will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE, including, but not limited to worker's compensation coverage, retirement membership or credit.

#### Section 3.16. Effective Date of Agreement

This Agreement shall take effect at the time at which it is approved by the State Comptroller.

#### Section 3.17. Term of Agreement

The term of this Agreement shall commence on the effective date thereof specified in Section 3.16 and shall extend until ten (10) years from the date of completion of the work as accepted by STATE.

#### Section 3.18. Documents Forming Agreement

This Agreement shall consist of this document and the following attachments:

- Appendix "1" : WORK SCHEDULE
- Appendix "A" : Standard Clauses For All New York State Contracts
- Appendix "A-1": Supplemental TITLE VI Provisions (CIVIL RIGHTS ACT)
- Appendix B – ARRA Reporting and Record Keeping Requirements & State Job Posting Requirements
- Appendix C – FRA Flow Down Provisions Rochester Intermodal Station.

City of Rochester:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me personally came \_\_\_\_\_ to me known to be the \_\_\_\_\_ of the CITY OF ROCHESTER, the entity described in and which executed the foregoing instrument: acknowledged to me that he executed the same, pursuant to authorization by the CITY OF ROCHESTER.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date

NYS DOT Commissioner:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Department Certification:

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

ATTORNEY GENERAL'S SIGNATURE

COMPTROLLER'S SIGNATURE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

## **APPENDIX 1 -- WORK SCHEDULE**

The STATE will provide \$ [REDACTED] to the City of Rochester in funding for the project facilities as described herein and as more fully described in plans and estimates prepared by or on behalf of the City of Rochester as may be required. Should contract plans, specifications, and estimates be required, they shall be prepared by or on behalf of the City of Rochester and subject to STATE approval and shall be deemed to be included herein as part of the Work Schedule

### **PRELIMINARY ENGINEERING AND NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) EFFORTS FOR A NEW, FULLY ADA-COMPLIANT ROCHESTER INTERMODAL STATION.**

Provide Labor, Materials and Equipment to develop Preliminary Engineering and initiate the NEPA process for a new Rochester Intermodal Station to achieve:

- A draft Project Scoping Report consistent with standards and manuals listed below to provide an ADA compliant Intermodal Station which will include the following information:
  - Project Purpose and Objectives
  - Existing Conditions and Needs Assessment (Site Reconnaissance, review of Record Drawings, Structural Inspection and Evaluation of tunnels, existing structures etc.)
  - Development of Preliminary Alternatives
  - Identification of Environmental Conditions and Potential Impacts including Cultural Resource Survey, Biological Survey for Threatened and Endangered Species, Section 4(f) and 6(f) evaluation, Asbestos Screening and Hazardous Site Screening.
  - Identification of the appropriate level of environmental analysis required for the new station consistent with the NEPA and the State Environmental Quality Review Act (SEQRA) in consultation with the FRA and NYSDOT.
  - Conduct meetings with the public and other stakeholders as warranted in coordination with NYSDOT and the FRA.
- Submit the initial draft scoping report to NYSDOT to submit to the FRA with a target completion date of August 2012, incorporate comments received from NYSDOT and the FRA, and provide a revised draft with a target completion date of December 2012.
- Provide monthly updates to the State and a quarterly report to the FRA via State.



**APPENDIX 1 -- WORK SCHEDULE**

<b>Work Description</b>	<b>Estimated Total Cost (\$)</b>
<p><b><u>Services include:</u></b>                      Prepare Draft Project Scoping Report in coordination with NYSDOT.                      Identify and Initiate NEPA process in coordination with NYSDOT and the FRA.</p>	<p style="text-align: center;">██████████</p>
<p><b><u>Compliance with Documents:</u></b>  <a href="#">Appendix 2.3: Preliminary Engineering for High Speed Intercity Passenger Rail Projects, Federal Register /Vol. 75, No. 126, July 1, 2010.</a>  <a href="#">July 2005 - RAILROAD CORRIDOR TRANSPORTATION PLANS A GUIDANCE MANUAL</a>  <a href="#">FRA NEPA Guidance</a>                      ADA Standards for Accessible Design  <a href="#">ADA Accessibility Guidelines for Buildings and Facilities</a>                      NYSDOT Project Development Manual                      GRANTEE and CSX guidelines</p>	
<b>GRAND TOTAL</b>	<p style="text-align: center;">██████████</p>

Individual work elements may be adjusted within the total Agreement amount with prior written approval of the Commissioner. Any overage will be the responsibility of the GRANTEE.

All work identified in this Work Schedule shall be substantially completed no later than November 2012. The audit and administrative closeout of the agreement shall be completed no later than August 31, 2013.

## **APPENDIX A: STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or

(b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).
9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter or three (3) years after final payment, whichever is later. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal

business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

**(b) PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing

programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Empire State Development Corporation's Division of Minority and Women's Business Development (MWBD) pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (NON-FEDERAL AID NEW YORK STATE CONTRACTS).** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992 (NON-FEDERAL AID NEW YORK STATE CONTRACTS).** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245  
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS (NON-FEDERAL AID NEW YORK STATE CONTRACTS).** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. PURCHASES OF APPAREL.** In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

**23. CONTRACT TERMINATION PROVISION.** The State reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with the requirements contained in State Finance Laws §139j and §139k was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the contract.

**24. PERSONAL INFORMATION SECURITY.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

**APPENDIX B**  
**ARRA REPORTING & RECORD KEEPING REQUIREMENTS &**  
**STATE JOB POSTING REQUIREMENTS**

**Section 1.** GRANTEE and its contractors and consultants (reporting entities) shall complete Form 1589 on a monthly basis. If the Form 1589 is not properly completed and submitted by the scheduled submittal date, NYSDOT may withhold the related monthly billing request. There will be no additional compensation for this reporting activity and Form 1589 will be required in both paper and electronic formats. A copy of this form and an instruction sheet are included as Attachment 1. An electronic format (MS Excel) of this form is available for download at <http://www.nysdot.gov/recovery> by selecting the “Reporting Requirements” option. All reporting entities must have a Dunn & Bradstreet Unique Identification Number (DUNS) and must include their DUNS on the subject form and shall complete a Form 1589 and include the signed original form with the monthly billing request package to NYSDOT. If a billing request is not available for submittal by the 10<sup>th</sup> of the month, Form 1589 shall be submitted separately with supporting documentation to the NYSDOT Project Manager. GRANTEE is to complete a Form 1589 for its own employees and ensure their contractors and consultants submit individual Form 1589s covering their employees and any subcontractor and/or subconsultant firms employees used in the progression of the contract work. Subcontractors and subconsultants are not required to have a DUNS number. If no work is progressed during a reporting period, a Form 1589 is still to be submitted with “ZEROS” indicated.

**Section 2.** GRANTEE shall post any jobs that it creates or seeks to fill as a result of this agreement to the New York State Department of Labor’s (<http://labor.state.ny.us>) New York State Job Bank. Any advertisements posted for such jobs must indicate that the positions are funded with ARRA funds. GRANTEE is also responsible for requiring its contractors and consultants to comply with this requirement.

**Section 3.** As required by Section 1512(c) of ARRA, and consistent with Office of Management and Budget (OMB) Guidance, dated June 22, 2009 and found at ([http://www.whitehouse.gov/omb/assets/memoranda\\_fy2009/m09-2\\_1.pdf](http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m09-2_1.pdf)), GRANTEE shall submit a jobs accountability report to NYSDOT not later than the last day of the last month of each calendar quarter. (March 31, June 30, September 30, December 31) The report shall contain:

- (1) The total amount of ARRA funds received pursuant to this Agreement;
- (2) The amount of ARRA funds received that were expended or obligated to projects or activities; and
- (3) A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
  - A. The name of the project or activity;
  - B. A description of the project or activity;
  - C. An evaluation of the completion status of the project or activity;
  - D. An estimate of the number of jobs created and the number of jobs retained by the project or activity; and



- E. Detailed information on any subcontracts or subgrants awarded by GRANTEE to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

**Section 4.** GRANTEE and its contractors and consultants (reporting entities) shall complete the NYSDOT EB 10-013 Form on a monthly basis. If the form is not properly completed and submitted by the scheduled submittal date, NYSDOT may withhold the related monthly billing request. A copy of this form is included as Attachment 2. An electronic format (MS Excel) of this form is available for download at <https://www.nysdot.gov/recovery> by selecting the “Reporting Requirement” option. All reporting entities shall complete the EB 10-013 form and include the signed original form with the monthly billing request package to the NYSDOT Project Manager. If a billing request is not available for submittal by the 10<sup>th</sup> of the month, the form shall be submitted separately with supporting documentation to the NYSDOT Project Manager. GRANTEE is to complete the form for its own DBE certified firms used in the progression of the contract work and ensure their contractors and consultants submit individual EB 10-013 Forms covering DBE certified subcontractors, subconsultants, material providers or other service provider firms used in the progression of the contract work. If no DBE firms have been utilized by GRANTEE, Contractor or Consultant, the monthly EB 10-013 form is still to be submitted with “\$0.00” indicated.

**Section 5.** GRANTEE shall report the “Actual Work Completion Date” as defined below:

The contractor has completed all construction work items and any punch list work. All field work has been accepted and the contractor is ready to or has left the site. Other than removal of project area construction signing and/or pickup of construction equipment, the contractor is done. GRANTEE’s employees may still be performing minor site work, but the contractor is done.

GRANTEE shall report this date no later than 5 days after its occurrence to NYSDOT.

## ATTACHMENT 1 OF APPENDIX B

### FORM 1589 INSTRUCTIONS

Monthly employment information on each ARRA project is used by the State for meeting the reporting requirements of Sections 1201 and 1512. In order for the State to fulfill its reporting obligations, the State must collect and analyze certain employment data for each ARRA funded contract. GRANTEE and its contractors and consultants shall complete a Form 1589 for each month from the date of the contract award or Notice to Proceed until acceptance and completion of the contract and shall submit the completed form to NYSDOT no later than the 10<sup>th</sup> day of each month for the preceding month's data.

GRANTEE and its contractors and consultants shall submit Monthly Employment Reports providing required information on its workforce and the workforce of all subcontractors and sub-consultants who were active on the Contract during the reporting month. Contractors and Consultants shall report the direct project related job information for their workforce and the workforce of all Subcontractors or Sub-consultants active during the reporting month. These jobs include all employees actively engaged in projects who work on the jobsite, in the project office, in the home office, or who telework from a home or other alternative work location. These jobs also include any engineering personnel, inspectors, sampling and testing technicians, and lab technicians performing work directly in support of the ARRA funded project, but do not include material suppliers. Information will also be required concerning total hours worked for all employees reported and the total dollar amount of wages paid.

By completing Form 1589, an entity certifies that they are knowledgeable of the hours worked and the employment status for all employees listed. All entities are responsible to maintain data to support Form 1589 until September 30, 2012 and to make it available to the State or Federal Government should the State or Federal Government request such supporting documents and materials.

#### Coding Instructions

- BOX 1. **Report Month:** The month and year covered by the report, as mm/yyyy (e.g. "May 2009" would be coded as "05/2009").
- BOX 2. **Contracting agency:** The name of the contracting agency. Enter "State" for NYSDOT projects. For non-State projects, enter the name of the contracting agency (contractor, consultant, city, county, or other funding recipient).
- BOX 3 **Federal-aid project number:** The State assigned federal-aid project number, consistent with the format reported in FMIS.
- BOX 4. **State project number or identification number:** The project number or ID, as assigned by the State of its funding recipient, consistent with the format reported in FMIS.
- BOX 5. **Project location:** State where project occurs. If the project performed for Federal Lands, provide the FLH Division or Federal Land Managing Agency (FLMA) region.

BOX 6. **Contractor name and address:** The name and address of the contracting or consulting firm shall include the name, street address, city, state, and zip code.

BOX 7. **Contractor DUNS number:** The unique nine-digit number issued by Dun & Bradstreet. Followed by the optional 4 digit DUNS Plus number. Reported as "999999999.9999"

BOX 8. **Employment data:** The prime contractor or consultant will report the direct, on-the-project jobs for their workforce and the workforce of their sub-contractors active during the reporting month. These jobs data include employees actively engaged in projects who work on the jobsite, in the project office, in the home office or telework from a home or other alternative office location. This also includes any engineering personnel, inspectors, sampling and testing technicians, and lab technicians performing work directly in support of the ARRA funded project. This does not include material suppliers such as steel, culverts, guardrail, and tool suppliers. States should include in their reports all direct labor associated with the ARRA project such as design, construction, and inspection. The States reports should include their own project labor, including permanent, temporary, and contract project staff. States are asked not to include estimated indirect labor, such as material testing, material projection or estimated macro-economic impacts. FRA will be estimating all indirect labor based on the information provided in this form along with other FRA data. The form requests specifically:

- a. **Subcontractor name:** The name of each subcontractor or sub-consultant that was active on the project for the reporting month.
- b. **Employees:** The number of project employees on the contractor's or consultant's workforce that month, and the number of project employees for each of the active subcontractors for the reporting month. Do not include material suppliers.
- c. **Hours:** The total hours on the specified project for all employees reported on the contractor's or consultant's project workforce that month, and the total hours for all project employees reported for each of the active subcontractors that month.
- d. **Payroll:** The total dollar amount of wages paid by the contractor or consultant that month for employees on the specified project, and the total dollar amount of wages paid by each of the active subcontractors that month. Payroll only includes wages and does not include overhead or indirect costs.

BOX 9. **Prepared by:**

- a. **Name:** Indicate the person responsible for preparation of the form. By completing the form the person certifies that they are knowledgeable of the hours worked and employment status for all the employees. Contractors, consultants, and their subs are responsible to maintain data to support the employment form and make it available to the State or Federal government should they request supporting materials.
- b. **Date:** The date the employment form was completed. Reported as "mm/dd/yyyy." (e.g. "May 1, 2009" would be coded as "05/01/2009").



ATTACHMENT 2 OF APPENDIX B

<b>MONTHLY ARRA 2010 DBE REPORTING FORM: EB 10-013</b>		
Report Month:		
Project PIN:(xxxx.xx)		
Prime Contractor Name:		
Contract Number:		
<b>OR *</b>		
Prime Consultant Name:		
Contract Number:		
Award or Execution Date:		
DBE Goal % (Percentage):		
DBE Commitment \$ (Dollars):		
DBE Attainment \$ (Dollars):		
<b>List below the Certified DBE Firms by Name with their Cumulative Dollar Payments to Date</b>		
DBE Subcontractor, DBE Subconsultant, DBE Material Supplier or other service provider name.	Cumulative \$ Payment	
	Cumulative Contract Total	\$0.00
Prepared By CEO or Payroll official		
Name:		
Title:		
Date:		
Initials of DOT Reviewer:		
<b>OR*: This form is used for both the prime contractor or the prime consultant, but only one contract per form.</b>		

**If the project has both contracts, use two forms.**

NOTE: Please do not modify this form in anyway as it may be used in its Electronic format for data Summarization purposes.

March, 2010

**APPENDIX C**  
**FRA Flow Down Provisions**  
**City of Rochester Intermodal Station**

**I. PASSENGER RAIL INVESTMENT AND IMPROVEMENT ACT OF 2008.**

**Section 1. Buy American.** GRANTEE agrees to comply with the “Buy America” provisions set forth in 49 U.S.C. §24405(a), with respect to the use of steel, iron, and manufactured goods produced in the United States, subject to the conditions set forth therein.

**Section 2. Labor Provisions.** GRANTEE recognizes that 49 U.S.C. 24405(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided through this agreement shall be considered a “rail carrier,” as defined by 49 U.S.C. 10102(5), for the purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including the Railroad Retirement Act of 1974 (45 U.S.C. Sec. 231 et seq.), the Railway Labor Act 43 (43 U.S.C. 151 et seq.), and the Railroad Unemployment Act (45 U.S.C. 351 et seq.).

**Section 3. Labor Protective Arrangements.** GRANTEE shall comply with the protective arrangements established under section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976 (4R Act), 45 U.S.C. 836, with respect to employees affected by actions taken in connection with the project financed in whole or in part under this arrangement (See 49 U.S.C. 24405(c).) GRANTEE agrees to comply with the protective arrangements established by the Department of Labor under 45 U.S.C. 836, and to insure that the railroad contractors it uses for the project agree to those terms.

**Section 4. Davis-Bacon Act Provisions.** GRANTEE shall comply with the provisions of 49 U.S.C. 24405(c)(2)), with respect to the payment of prevailing wages consistent with the provisions of 49 U.S.C. 24312. For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

**II. AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009.**

**Section 1. Whistleblower Protection.** An employee of GRANTEE may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of employee’s duties, to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General of the United States, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a federal agency, or their representatives, information that the employee reasonably believes is evidence of:

1. Gross management of an agency contract or grant relating to ARRA funds;
2. A gross waste of ARRA funds;
3. A substantial and specific danger to public health or safety related to the implementation or use of ARRA funds;
4. An abuse of authority related to the implementation or use of ARRA funds; or

5. A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant awarded or issued relating to ARRA funds.

**Section 2. ARRA Funding Announcement.** GRANTEE shall post a sign at the project location at the most publicly accessible location announcing that the project was funded by the U.S. Department of Transportation, Federal Railroad administration, with funds provided through ARRA. The configuration of the signs will be consistent with guidance issued by the Office of Management and Budget and/or the Department of Transportation and approved by the FRA

**III. GENERAL PROVISIONS DERIVED FROM THE FRA-STATE COOPERATIVE AGREEMENT WHICH FUNDS THIS PROJECT. (Note that where requirement in 49 CFR Part 18 are cited, GRANTEE may comply with the corresponding requirement in 49 CFR Part 19 to the extent not inconsistent with 49 CFR Part 18.)**

**Section 1. General Requirements.** GRANTEE agrees to carry out the Project in a sound, economical, and efficient manner, and in accordance with the provisions of the FRA cooperative grant agreement, the application, approved project budget, project schedules, and all applicable laws, regulations, and public policies of FRA.

**Section 2. Federal Laws and Regulations.** GRANTEE understands that Federal laws, regulations, policies, and related administrative practices applicable to the FRA-State Cooperative Agreement on the date that Agreement was executed may be modified from time to time. GRANTEE agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in this Agreement of a contrary intent. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal requirements, GRANTEE agrees to include in all sub-contracts financed with FRA assistance, specific notice that Federal requirements may change and the changed requirements will apply to the Project as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

**Section 3. State Law.** Except to the extent that a Federal statute or regulation preempts State law, nothing in this Agreement shall require GRANTEE to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable State law; however, if any of the provisions of this Agreement violate any applicable State law, or if compliance with the provisions of this Agreement would require GRANTEE to violate any applicable State law, GRANTEE agrees to notify the State immediately in writing in order that the State, in consultation with FRA, and GRANTEE may make appropriate arrangements to proceed with the Project as soon as possible.

**Section 4. Ethics.**

**1. General.** GRANTEE agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents. The code or standards shall provide that GRANTEE's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors or anything of monetary value from present or potential contractors or sub-contractors. GRANTEE may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by State or local law or regulations, such code or standards shall provide for



penalties, sanctions, or other disciplinary actions for violations by GRANTEE's officers, employees, board members, or agents, or by contractors or sub-contractors or their agents.

**2. Personal Conflict of Interest.** GRANTEE's code or standards must provide that no employee, officer, board member, or agent of GRANTEE may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a) The employee, officer, board member, or agent;
- b) Any member of his or her immediate family;
- c) His or her partner; or
- d) An organization that employs, or is about to employ, any of the above.

**3. Organizational Conflicts of Interest.** GRANTEE's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

## **Section 5. Accounting Records.**

**1. Project Accounts.** GRANTEE agrees to establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 49 C.F.R. § 18.20, as amended, whichever is applicable.

**2. Documentation of Project Costs and Program Income.** All costs charged to the Project, including any approved services contributed by GRANTEE or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. GRANTEE also agrees to maintain accurate records of all Program Income derived from Project implementation.

**3. Checks, Orders, and Vouchers.** GRANTEE agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

## **Section 6. Record Retention, Audits and Inspection.**

**1. Submission of Proceedings, Contracts and Other Documents.** During the course of the Project and for six\* years thereafter, GRANTEE agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FRA may require. Reporting and record-keeping requirements are set forth in 49 C.F.R. Part 18. Project closeout does not alter these requirements. \*as required by NY State law.

**2. Audit.** GRANTEE agrees to comply with the audit requirements of 49 C.F.R. § 18.26 and OMB Circular A-133, and any revision or supplement thereto. GRANTEE agrees to obtain any other audits required by FRA. Project closeout will not alter GRANTEE's audit responsibilities. Audit costs for Project administration and management are allowable under this Project to the extent authorized by OMB Circular A-87, Revised; OMB Circular A-2 1, Revised; or OMB Circular A-122, Revised.

**3. Inspection.** GRANTEE agrees to permit the Secretary and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of GRANTEE and its sub-contractors pertaining to the Project. GRANTEE agrees to require each sub contractor whose contract award is not based on competitive bidding procedures as defined by the Secretary to permit the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that contract, and to audit the books, records, and accounts involving that contract as it affects the Project.

**Section 7. Payment by FRA.** GRANTEE agrees to provide the State with information necessary for the State to complete and submit Standard Form 3881, "Payment Information Form - ACH Payment Vendor Payment System," to FRA and to complete and submit Standard Form 270, "Request for Advance or Reimbursement," to FRA, to the extent submission of such forms are required by and not duplicative of the requirements of ARRA.

Upon receipt of a payment request and adequate accompanying information (invoices in accordance with applicable cost principles) by the State, FRA will authorize payment provided GRANTEE:

- a) is complying with its obligations under this Agreement,
- b) has satisfied FRA that it needs the requested Federal funds during the requisition period, and
- c) is making adequate and timely progress toward Project completion.

If all these circumstances are present, FRA may reimburse allowable costs incurred by GRANTEE up to the maximum amount of FRA's share of the total Project funding.

**Section 8. Allowable Costs.** GRANTEE's expenditures will be reimbursed only if they meet all requirements set forth below:

- a) Conform with the Project description, the Statement of Work, and the Approved Project Budget and all other applicable terms of the Cooperative Agreement;
- b) Be necessary in order to accomplish the Project;
- c) Be reasonable for the goods or services purchased;
- d) Be actual net costs to GRANTEE (i.e., the price paid minus any refunds, rebates, or other items of value received by GRANTEE that have the effect of reducing the cost actually incurred);
- e) Be incurred (and be for work performed) after the effective date of this Agreement, unless specific authorization from the State to the contrary is received in writing;
- f) Unless permitted otherwise by Federal status or regulation, conform with Federal guidelines or regulations and Federal cost principles including, but not limited to the standards of OMB Circular A-87, Revised, "Cost Principles for State and Local Governments" to the extent not inconsistent with the cost principles in 48 CFR Part 31;
- 7) Be satisfactorily documented; and
- 8) Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by FRA for the State, and those approved or prescribed by the State for its Grantees.

**Section 9. Disallowed Costs.** GRANTEE agrees that reimbursement of any cost under the "Payment by FRA," part of the FRA-State Cooperative Agreement does not constitute a final FRA decision about the allowability of that cost and does not constitute a waiver of any violation by GRANTEE of the terms of that Agreement. GRANTEE understands that FRA will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If FRA determines that GRANTEE is not entitled to receive any part of the Federal funds requested, FRA will notify the State which will notify GRANTEE stating the reasons therefore. Project closeout will not alter GRANTEE's obligation to return any funds due to FRA as a result of later refunds, corrections, or other transactions. Nor will Project closeout alter FRA's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by law, exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable Federal cost principles or other written Federal guidance.

**Section 10. General Federal Requirements.** GRANTEE agrees to comply with the property management standards of 49 C.F.R. §§ 18.31, 18.32, and 18.33, including any amendments thereto, and other applicable guidelines or regulations that are issued.

**Section 11. Records.** GRANTEE agrees to keep satisfactory records with regard to the use of the property, equipment, and supplies, and submit to the State, upon request, such information as may be required to assure compliance with this section of this Agreement.

**Section 12. Flood Hazards.** GRANTEE agrees to comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any construction or acquisition Project.

**Section 13. Procurement.**

1. **Federal Standards.** GRANTEE agrees to comply with the Procurement Standards requirements set forth at 49 C.F.R. § 18.36 and with applicable supplementary U.S. DOT or FRA directives or regulations. If determined necessary for proper Project administration, the State and FRA reserves the right to review GRANTEE's technical specifications and requirements, to the extent consistent with the procurement requirements under ARRA.
2. **Buy American.** See the foregoing Buy America clause in Section 1, PRIIA Requirements, of this Appendix C.
3. **Cargo Preference. Use of United States - Flag Vessels.** Pursuant to U.S. DOT, Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels," 46 C.F.R. Part 381, GRANTEE shall insert the following clauses in contracts entered into by GRANTEE in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

As required by 46 C.F.R. Part 381, the contractor agrees:

- a) To utilize privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- b) To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the recipient (through the prime

contractor in the case of subcontractor bills-of lading) and to the Division of Cargo Preference and Domestic Trade, Maritime Administration, 1200 New Jersey Avenue, SE, Washington, D.C. 20590, marked with appropriate identification of the Project.

4. **Debarment and Suspension; and Drug-Free Work Place.** GRANTEE agrees to comply with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, and "Government wide Requirements for Drug-Free Workplace (Grants)," 49 C.F.R. Part 32.
5. **Participation by Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals.** GRANTEE agrees to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals (as that term is defined for other DOT agencies in 49 C.F.R. Part 26) to the extent practicable in carrying out the Project.

**Section 14. Metric System:** GRANTEE agrees to use the metric system of measurement in its Project activities to the extent practicable, in conformance with applicable regulations, guidelines, and policies that U.S. DOT or FRA may issue. The Metric Conversion Act of 1975, as amended by the Omnibus Trade and Competitiveness Act of 1988 (15 U.S.C. 205), designates the metric system of measurement as the preferred system of weights and measures for United States trade and commerce, and it requires that each agency use the metric system of measurement in its procurements, grants, and other business- related activities, except to the extent that such use is impracticable or likely to cause significant inefficiencies or loss of markets to U.S. firms.

#### **Section 15. Patent Rights.**

1. If any invention, improvement, or discovery of GRANTEE or any of its sub contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, GRANTEE agrees to notify FRA immediately and provide a detailed report. The rights and responsibilities of GRANTEE, sub contractors and FRA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.
2. If GRANTEE secures a patent with respect to any invention, improvement, or discovery of GRANTEE or any of its sub contractors conceived or first actually reduced to practice in the course of or under this Project, GRANTEE agrees to grant to FRA a royalty-free, nonexclusive, and irrevocable license to use and to authorize others to use the patented device or process for Federal Government purposes.

#### **Section 16. Rights in Data and Copyrights.**

1. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration.

2. The following restrictions apply to all subject data first produced in the performance of this Agreement:
  - a) Except for its own internal use, GRANTEE may not publish or reproduce such data in whole or in part, or in any manner or form, nor may GRANTEE authorize others to do so, without the written consent of FRA, until such time as FRA may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to grant agreements with academic institutions.

- b) As authorized by 49 C.F.R. § 18.34, FRA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
- i. Any work developed under a grant, cooperative agreement, sub-grant, sub- agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and
  - ii. Any rights of copyright to which a Grantee, subGrantee, or a third party contractor purchases ownership with Federal assistance.
- c) When FRA provides assistance to a Grantee for a Project involving planning, research, or development, it is generally FRA's intent to increase the body of knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FRA determines otherwise, GRANTEE understands and agrees that, in addition to the rights set forth in preceding portions of this section of this Agreement, FRA may make available to any FRA Grantee, subGrantee, third party contractor, or third party subcontractor, either FRA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement. In the event that such a Project which is the subject of this Agreement is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined herein and shall be delivered as FRA may direct.
- d) Unless prohibited by State law, GRANTEE agrees to indemnify, save and hold harmless FRA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by GRANTEE of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. GRANTEE shall not be required to indemnify FRA for any such liability arising out of the wrongful acts of employees or agents of FRA.
- e) Nothing contained in this section on rights in data, shall imply a license to FRA under any patent or be construed as affecting the scope of any license or other right otherwise granted to FRA under any patent.
- f) The requirements of this section of this Agreement do not apply to material furnished to GRANTEE by FRA and incorporated in the work carried out under this Agreement, provided that such incorporated material is identified by GRANTEE at the time of delivery of such work.
- g) Unless FRA determines otherwise, GRANTEE agrees to include the requirements of this section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

#### **Section 17. Acknowledgment of Support.**

1. An acknowledgment of FRA support and a disclaimer must appear in any GRANTEE publication, whether copyrighted or not, based on or developed under this Agreement, in the following terms:

“This material is based upon work supported by the Federal Railroad Administration under a grant/cooperative agreement, dated \_\_\_\_\_.”

2. All GRANTEE publications must also contain the following:

“Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and or U.S.DOT.”

3. GRANTEE agrees to cause to be erected at the site of any construction, and maintain during construction, signs satisfactory to FRA identifying the Project and indicating that FRA is participating in the development of the Project.

**Section 18. Site Visits.** GRANTEE understand that FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and management control systems and agrees to provide such technical assistance as may be required. GRANTEE shall provide and shall require its subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by GRANTEE or GRANTEE's subcontractor(s).

**Section 19. Reprints of publications.** At such time as any article resulting from work under this agreement is published in a scientific, technical, or professional journal or publication, two reprints of the publication should be sent to at the State, clearly referenced with the appropriate identifying information.

**Section 20. Safety Oversight.** To the extent applicable, GRANTEE agrees to comply with any Federal regulations, laws, or policy and other guidance that FRA or U.S. DOT may issue pertaining to safety oversight in general, and in the performance of this Agreement, in particular.

**Section 21. Civil Rights.** GRANTEE agrees to comply with all civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that FRA determines otherwise in writing. These include, but are not limited to, the following:

- a) Title VI of the Civil Rights Act of 1964 (P.L.88-352) (as implemented by 49 C.F.R. Part 21), which prohibits discrimination on the basis of race, color or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681 - 1683, and 1685 - 1686, which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended 42 U.S.C. §§ 1601-1607, which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L., 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title V111 of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or finance housing;
- i) 49 U.S.C. section 306, which prohibits discrimination on the basis of race, color, national origin, or sex in railroad financial assistance programs;
- j) Any other nondiscrimination provisions in the specific statute under which application for Federal assistance was made; and
- k) The requirements of any other nondiscrimination statutes which may apply to GRANTEE.

**Section 22. Americans with Disabilities Act.** GRANTEE agrees to utilize funds provided under this Agreement in a manner consistent with the requirements of the Americans With Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.).

**Section 23. Environmental Protection.**

1. All facilities that will be used to perform work under this Agreement shall not be so used unless the facilities are designed and equipped to limit water and air pollution in accordance with all applicable local, state and Federal standards.

2. GRANTEE will conduct work under this Agreement, and will require that work that is conducted as a result of this Agreement be in compliance with the following provisions, as modified from time to time, all of which are incorporated herein by reference: section 114 of the Clean Air Act, 42 U.S.C. 7414, and section 308 of the Federal Water Pollution Control Act, 33 U.S.C. 1318, and all regulations issued there under. GRANTEE certifies that no facilities that will be used to perform work under this Agreement are listed on the List of Violating Facilities maintained by the Environmental Protection Agency ("EPA"). GRANTEE will notify the Administrator as soon as it or any subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that GRANTEE's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware. GRANTEE will include or cause to be included in each subcontract entered into, which contract or subcontract exceeds Fifty Thousand Dollars (\$50,000.00) in connection with work performed pursuant to this Agreement, the criteria and requirements of this section and an affirmative covenant requiring such subcontractor to immediately inform GRANTEE upon the receipt of a communication from the EPA concerning the matters set forth herein.

3. GRANTEE may not expend any of the funds provided in this agreement on construction or other activities that represent an irretrievable commitment of resources to a particular course of action affecting the environment until after all environmental and historic preservation analyses required by the National Environmental Policy Act (42 U.S.C. 4332)(NEPA), the National Historic Preservation Act (16 U.S.C. 470(f))(NHPA), and related laws and regulations have been completed and the FRA has provided GRANTEE with a written notice authorizing GRANTEE to proceed.

4. GRANTEE shall assist the FRA in its compliance with the provisions of NEPA, the Council on Environmental Quality's regulations implementing NEPA (40 C.F.R. Part 1500 et seq.), FRA's "Procedures for Considering Environmental Impacts" (45 Fed. Reg. 40854, June 16, 1980), as revised May 26, 1999, 64 Fed. Reg. 28545), Section 106 of the NHPA, and related environmental and historic preservation statutes and regulations. As a condition of receiving financial assistance under this agreement, GRANTEE may be required to conduct certain environmental analyses and to prepare and submit to the FRA draft documents required under NEPA, NHPA, and related statutes and regulations (including draft environmental assessments and proposed draft and final environmental impact statements).

5. No publicly-owned land from a park, recreational area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, or any land from an historic site of national, state or local significance as so determined by such officials shall be used by GRANTEE without the prior written concurrence of FRA. GRANTEE shall assist the FRA in complying with the requirements of 49 U.S.C. §303(c).

## **Section 24. Project Completion, Audit, Settlement and Closeout.**

**1. Project Completion.** Within 90 days of the project completion date, or termination by FRA, GRANTEE agrees to submit to state all information necessary for state to submit a final financial status report (Standard Form 269), a certification or summary of project expenses, and third-party audit reports, as applicable

**2. Audits.** GRANTEE agrees to provide information necessary for the State to undertake the audits required by 49 C.F.R. § 18.26 and OMB Circular A-128 or any revision or supplement thereto.

**3. Remittance of Excess Payments.** If the State has made payments to GRANTEE in excess of the total amount of FRA funding due, GRANTEE agrees to promptly remit that excess and interest as may be required by the "Payment by FRA" section of this Attachment.

**4. Project Closeout.** Project closeout occurs when all required Project work and all administrative procedures described in 49 C.F.R. Part 18, or 49 C.F.R. Part 19, as applicable, have been completed, and when FRA notifies GRANTEE and forwards the final Federal assistance payment to the State, or when the State acknowledges GRANTEE's remittance of the proper refund. Project closeout shall not invalidate any continuing obligations imposed on GRANTEE by this Agreement or by the State's final notification or acknowledgment.

## **Section 25. Right of FRA to Terminate.**

- 1.** GRANTEE understands that FRA may suspend or terminate all or part of the financial assistance provided herein if NYSDOT has violated the terms of its Agreement with FRA, or if FRA determines that the purposes of the statute under which the Project is authorized would not be adequately served by continuation of Federal financial assistance for the Project. GRANTEE further understands that any failure to make reasonable progress on the Project or other violation of this Agreement that significantly endangers substantial performance of the Project shall provide sufficient grounds for FRA to terminate its agreement with NYSDOT and shall provide a basis for NYSDOT's termination of this Agreement under section 3.10.
- 2.** In general, termination of any financial assistance under this Agreement will not invalidate obligations properly incurred by GRANTEE and concurred in by NYSDOT before the termination date, to the extent those obligations cannot be canceled. However, if FRA determines that NYSDOT has willfully misused Federal assistance funds by failing to make adequate progress, failing to make reasonable use of the Project property, facilities, or equipment, or failing to adhere to the terms of its agreement, GRANTEE understands that the FRA reserves the right to require NYSDOT to refund the entire amount of FRA funds or any lesser amount as may be determined by FRA.
- 3.** Any determination of FRA under this section shall be on thirty (30) days written notice to NYSDOT. Any determination of NYSDOT under this section shall be on thirty (30) days written notice to GRANTEE.
- 4.** Expiration of any Project time period established for this Project does not, by itself, constitute an expiration or termination of this Agreement.



## **APPENDIX E**

**NYSDOT Scope of Services for Track Work, High  
Platform Work and ADA Compliant Platform  
Access at the New Rochester Intermodal  
Train Station**

**(work being undertaken by PB America, Inc )**

**SCOPE OF SERVICES**  
**NEW YORK STATE DEPARTMENT OF TRANSPORTATION**  
**December 17, 2010**

**GENERAL:**

**A. Project Description and Location**

**PIN 4936.04, Preliminary Design of Track Work, High Platform, and ADA Compliant Platform Access at the New Rochester Intermodal Train Station**

All work performed by the Consultant at the Consultant's initiative shall be within the current project scoping limits and the study limits specified in the current Scope of Services.

**B. Project Classification**

This project is assumed to be a Class (II) Action under USDOT Regulations, 23CFR771.

Classification under the New York State Environmental Quality Review Act (SEQR) Part 15, Title 17 of the Official Compilation of Codes, Rules, and Regulations of New York State (17NYCRR Part 15) is assumed to be Type II.

**C. Policy and Procedures**

The design of this project shall be progressed in accordance with the current Project Development Manual (PDM), Design Procedure Manual (DPM), and appropriate sections of the Federal Aid Policy Guide (FAPG).

1. Compliance with documents

All work shall conform to current versions of the following documents. Where necessary the State shall provide or make available to the Consultant either the full document or guidance extracted from it.

<ul style="list-style-type: none"> <li>American Railway Engineering &amp; Maintenance of Way Association Manual for Railway Engineering (AREMA)</li> </ul>	<ul style="list-style-type: none"> <li><a href="#">FHWA Technical Advisory T6640.8A, 10/30/87 (environmental analyses)</a></li> </ul>
<ul style="list-style-type: none"> <li>FTA New Starts regulation (49 CFR part 611)</li> </ul>	<ul style="list-style-type: none"> <li><a href="#">Highway Design Manual</a></li> </ul>
<ul style="list-style-type: none"> <li>AASHTO Guide Specification for Bridge Railings (1989)</li> </ul>	<ul style="list-style-type: none"> <li>NYSDOT Bridge Detail (BD) Sheets</li> </ul>
<ul style="list-style-type: none"> <li><a href="#">ADA Accessibility Guidelines for Buildings and Facilities</a></li> </ul>	<ul style="list-style-type: none"> <li>NYSDOT Prestressed Concrete Construction Manual (PCCM)</li> </ul>
<ul style="list-style-type: none"> <li>A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO)</li> </ul>	<ul style="list-style-type: none"> <li>NYSDOT LRFD Bridge Design Specifications</li> </ul>
<ul style="list-style-type: none"> <li>AMTRAK and CSX Design Guidelines</li> </ul>	<ul style="list-style-type: none"> <li>NYSDOT Steel Construction Manual (SCM)</li> </ul>
<ul style="list-style-type: none"> <li><a href="#">Bridge Inspection Manual</a></li> </ul>	<ul style="list-style-type: none"> <li><a href="#">Project Development Manual</a></li> </ul>
<ul style="list-style-type: none"> <li><a href="#">Bridge Manual</a></li> </ul>	<ul style="list-style-type: none"> <li><a href="#">Right Of Way Mapping Procedure Manual</a></li> </ul>
<ul style="list-style-type: none"> <li><a href="#">Bridge Safety Assurance Seismic Vulnerability Manual</a></li> </ul>	<ul style="list-style-type: none"> <li><a href="#">Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right of Way</a></li> </ul>
<ul style="list-style-type: none"> <li><a href="#">CADD Standards and Procedure Manual</a></li> </ul>	<ul style="list-style-type: none"> <li><a href="#">Specifications for Photogrammetric Stereocompilation</a></li> </ul>
<ul style="list-style-type: none"> <li><a href="#">Consultant Instructions</a></li> </ul>	<ul style="list-style-type: none"> <li>Standard Specifications for Construction and Materials</li> </ul>
<ul style="list-style-type: none"> <li>Design Consultant Manual</li> </ul>	<ul style="list-style-type: none"> <li>Standard Specifications for Highway Bridges</li> </ul>
<ul style="list-style-type: none"> <li>Eminent Domain Procedure Law Guidelines</li> </ul>	<ul style="list-style-type: none"> <li>Structures Design Advisories</li> </ul>
<ul style="list-style-type: none"> <li><a href="#">Engineering Bulletins</a></li> </ul>	<ul style="list-style-type: none"> <li>Structures Technical Advisories</li> </ul>
<ul style="list-style-type: none"> <li><a href="#">Engineering Instructions and Directives</a></li> </ul>	<ul style="list-style-type: none"> <li><a href="#">Surveying Standards &amp; Procedures Manual</a></li> </ul>
<ul style="list-style-type: none"> <li><a href="#">Environmental Procedures Manual</a></li> </ul>	<ul style="list-style-type: none"> <li><a href="#">TRNS*PORT Estimator User's Guide</a></li> </ul>
<ul style="list-style-type: none"> <li>FHWA Seismic Retrofitting Manual for Highway Bridges</li> </ul>	<ul style="list-style-type: none"> <li>FRA Railroad Corridor Transportation Plans, A Guidance Manual</li> </ul>
<ul style="list-style-type: none"> <li><a href="#">Appendix 2.3: Preliminary Engineering for High Speed Intercity Passenger Rail Projects, Federal Register /Vol. 75, No. 126, July 1, 2010</a></li> </ul>	<ul style="list-style-type: none"> <li></li> </ul>

## 2. Compliance with Environmental Laws, Regulations and Permits

All Consultant work shall meet the requirements of all applicable state and federal environmental laws, regulations and policy specified in Appendix 1 of the *Project Development Manual*.

3. All work shall conform to the CADD requirements stated in Consultant Instruction 03-02 (or current superseding policy). In general, this requires all CADD graphics be generated in the required version of MicroStation DGN format currently supported by the State; and, all electronic engineering data (DTM, ALG, SDB) be generated in the applicable InRoads Civil Suite format currently supported by the State. The Consultant shall submit files adhering to the format requirements and procedures defined in the CADD Standards and Procedure Manual. The Consultant shall assume that version upgrades of CADD software will occur on a routine basis (at least once per year) in order to remain current with the most productive software changes and fixes. The Consultant shall update file formats to newer versions of CADD software as the State adopts these versions. The Consultant shall assure that the data contained in these files adheres to current standards and procedures stated in the CADD Standards and Procedures Manual for the duration of the project. All CADD settings/resource files and conversion tools developed by the State are available for consultants to use. The Consultant shall establish the configuration and operation of these settings/resource files for their site. The Consultants shall periodically check NYSDOT's website for CADD update notices.
4. The Consultant shall prepare for and attend all meetings as directed by the State's Consultant Manager. The Consultant will be responsible for the preparation of all meeting minutes and the minutes shall be submitted to the State within one (1) week of the meeting date.
5. The State shall prepare and publish all required legal notices.
6. When specifically authorized in writing to begin work, the Consultant shall render all services and furnish all materials and equipment necessary to provide the State with reports, plans, estimates, and other data specifically described herein under the individual work categories listed below under "D. Categorization of Work".
7. Before transmitting each product to the State, the Consultant shall review it to ensure its conformity to all applicable State requirements.
8. The Consultant shall coordinate the scheduling and technical compatibility of prime consultant and subconsultant work.

#### **D. Categorization of Work**

Work on this project shall be categorized as follows:

- **2000 SURVEY AND MAPPING**
  - 2100 Design survey
  - 2200 Design Mapping
  - 2900 Miscellaneous Survey and Mapping
- **4000 PRELIMINARY DESIGN**
  - 4100 Preliminary Railroad Track Work
  - 4200 Preliminary Railroad Signal Design

- 4300 Preliminary Station Platform Design
- 4400 Preliminary ADA Compliant Platform Access Design
- 4500 Project Design Report
  
- **5000 ENVIRONMENTAL STUDIES**
  - 5060 Surface Water Identification and Evaluation
  - 5130 Surface Water Quality
  - 5160 Cultural Resources
  - 5210 Hazardous Waste/Contaminated Materials Detailed Site Assessment
  - 5230 Asbestos Screening
  
- **7000 BRIDGE DESIGN**
  - 7100 Bridge Inspection and Load Rating
  
- **8000 PROJECT MANAGEMENT AND MISCELLANEOUS WORK**
  - 8100 Project Familiarization
  - 8200 Project Reporting
  - 8300 Project Coordination

## **2000 SURVEY AND MAPPING**

### **2100 Design Survey**

The Consultant shall conduct all surveys and provide digital terrain data required for design in accordance with the *Land Surveying Standards & Procedures Manual*, Chapter 5 of the *Highway Design Manual*, the *CADD Standards & Procedure Manual*, and the specific requirements of the jurisdictional NYSDOT Region.

A network layout plan for the primary and secondary project control surveys shall be submitted to the Regional Land Surveyor for approval, prior to the beginning of any field work.

All survey equipment shall be properly maintained and calibrated, and checked frequently. The National Geodetic Survey (NGS) calibration baselines established specifically for the checking of Electronic Distance Measuring Instruments and reflectors may be used. Equipment calibration and adjustment records and reports (not exceeding one year) shall be maintained by the Consultant and submitted to the Department as requested.

#### **2130 Photogrammetric Control Survey**

The State shall obtain the terrain data by means of a photogrammetric survey, to be conducted as follows:

- 2131 The State shall place \_\_\_\_\_ aerial photo targets in the field, to be used as photogrammetric control points. The targets shall be placed in accordance with the NYSDOT targeting diagram and “Targeting Guidelines”. A hand-held GPS receiver shall be used to determine the approximate coordinates of the actual target locations, and a text file with the approximate coordinates shall be submitted to the State.
- 2132 The State shall provide photogrammetric ground control survey for photogrammetric mapping using GPS, TPS, or differential leveling techniques. \_\_\_\_\_ photo points shall be surveyed.
- 2133 The State shall perform the field edit necessary to obtain data required for design which is not obtainable from the aerial photography, or to properly label or code terrain features. This could include determination of underground utility directions and types, numbering or labeling of physical features, discernment of feature shapes, types or material, and quality control that stereocompiled information is relatively located, labeled and aligned correctly. The data collection process could include observation and annotation, or conventional surveying.

## **2200 Design Mapping** (Version 2006a)

### 2210 Base Mapping for Design

2211 The State shall provide the aerial photography for the project.

2212 The State shall select the horizontal and vertical ground control necessary to orient the aerial photography.

2213 The State shall perform the aerotriangulation.

2214 The State shall perform the stereocompilation and provide the following base mapping conforming to Section 5.4 of the *Highway Design Manual* and the *CADD Standards & Procedure Manual*. This mapping shall incorporate the design survey data obtained under Subsection 2100 above. All graphics generated from terrain data shall be created and produced within the current version (as used by the Department) of **MicroStation** (by Bentley Systems, Inc.), and the resultant file formats shall be “DGN” (file translations are not acceptable). All CADD files shall conform to the naming, format and metadata requirements of the *CADD Standards & Procedure Manual*. Stereocompilation shall conform to *Specifications for Photogrammetric Stereocompilation.*,

- 1:\_\_\_\_\_ scale base mapping for the entire project
- Digital Terrain Model (DTM) for the project. All Digital Terrain Models (DTMs), including associated coordinate databases, which are to be provided to the Department, shall be delivered in **InRoads** (by Bentley Systems, Inc.) “DTM” and “ALG” formats, and shall be feature based as outlined in the *CADD Standards & Procedure Manual*.
- 1:\_\_\_\_\_ scale geo-referenced orthoimage for the project

### 2220 Supplemental Mapping

The Consultant shall incorporate supplemental mapping into the project base mapping. This includes the merging and editing of digital terrain models, if applicable.

2224 Incorporate mapping from Miscellaneous Survey and Mapping (Subsection 2900).

## **2900 Miscellaneous Survey**

The Consultant shall perform the field survey necessary to locate the existing platform access tunnel at the Rochester Station.

## **4000 PRELIMINARY DESIGN**

The Consultant shall not proceed with any design activities in this Section without written authorization from the State. The State shall obtain all necessary resolutions and agreements.

### **4100 Preliminary Railroad Track Design**

The objective of this project is to develop preliminary track, signal, and platform layout in coordination with the preliminary facility design for a new fully ADA compliant Rochester Intermodal Transportation Center, being conducted by the City of Rochester. This will include developing alternatives for track configuration that could include platform replacement and additional tracks to avoid negatively impacting freight train operations through the project area. To meet this objective, it is assumed that up to four (4) different track scenarios will be created and evaluated under this contract.

#### **4110 Field Inspection**

The Consultant shall perform a field inspection of the project area in order to inventory and assess its principal infrastructure elements, program the proposed track improvements, and prepare the Preliminary Track Plans and Cost Estimates (under Task 4130 below).

#### **4120 Preliminary Plans – Track**

The Consultant shall prepare and submit to the State for review Preliminary Track Plans for the project. These plans shall be sufficiently developed to:

- show basic concepts and major details (including all existing / proposed utilities)
- acquaint affected parties with the project and project components
- serve as an instrument for initial approval
- provide a basis for the development of final plans

The Preliminary Track Plans for the project corridor needed to comply with NYSDOT's grant from the Federal Railroad Administration shall include (as a minimum):

- Title Sheet
- Project location map
- Preliminary scaled track plans including platform layout
- Typical track sections
- ROW boundaries plotted from railroad valuation maps

The State will provide comments on the Preliminary Track Plans

The Consultant shall incorporate the comments into Preliminary Track Plans and resubmit them to the State.



#### 4130 Cost Estimating – Track

The Consultant shall develop, provide, and maintain a track construction cost estimate for the project alternatives using a format and item numbers approved by the Department. The Consultant shall manage the estimate, including the pricing information.

The Consultant shall update the estimate periodically and as necessary to incorporate significant design changes, and shall develop and provide the final Engineer's Estimate including all pay item quantity computations.

The State will provide the unit prices for track items that have been established for other high speed rail projects.

#### **4200 Preliminary Railroad Signal Design**

The Signal Design scope will include the communications and signal infrastructure design necessary for a future implementation of Positive Train Control known. It shall also include the design of the necessary communication, signal and power distribution cables for the system to operate. In addition, snow melting equipment will be specified for all power operated turnouts.

#### 4210 Field Inspection

The Consultant shall perform a field inspection of the project area in order to inventory and assess its principal infrastructure elements, establish the extent of any rehabilitation work required, and prepare the Preliminary Signal Plans and Cost Estimates (under Task 4230 below).

#### 4220 Preliminary Plans - Signal

The Consultant shall prepare and submit to the State for review Preliminary Signal Plans for the entire project. These plans shall be sufficiently developed to:

- show basic concepts and major details (including all existing / proposed utilities) The State will provide the utility information for inclusion in the plans.
- acquaint affected parties with the project and project components
- serve as an instrument for initial approval
- provide a basis for the development of final plans

The Preliminary Signal Plans are anticipated to include the following:

- Project location map
- Signal / cable locations
- Route and aspect charts
- Interlocking locations

The State will provide comments on the Preliminary Signal Plans

The Consultant shall incorporate the comments into Preliminary Signal Plans and resubmit them to the State.

4230 Cost Estimating – Signal

The Consultant shall develop, provide, and maintain a signal construction cost estimate for the project alternatives using a format approved by the Department. The Consultant shall manage the estimate, including the pricing information.

The Consultant shall update the estimate periodically and as necessary to incorporate significant design changes, and shall develop and provide the final Engineer's Estimate including all pay item quantity computations

**4300 Preliminary Station Platform Design**

4310 Field Inspection

The Consultant shall perform a field inspection of the project area in order to inventory and assess its principal infrastructure elements, establish the extent of any rehabilitation work required, and prepare the Preliminary Station Platform Plans and Cost Estimates (under Task 4330 below).

4320 Preliminary Plans – Station High Level Platform

The Consultant shall prepare and submit to the State for review Preliminary Station Platform Plans for the project alternatives. These plans shall be sufficiently developed to:

- Show basic concepts and major details (including all existing / proposed utilities)  
The State will provide the utility information for inclusion in the plans.
- Acquaint affected parties with the project and project components
- Serve as an instrument for initial approval
- Provide a basis for the development of final plans
- Be develop in coordination with the City of Rochester

The Station High Level Platform Plans are anticipated to include the following:

- Project location map
- StationPlatform locations
- Station Platform Typical Sections
- Lighting and Sign Locations and Details
- Canopy Locations and Details
- Proposed Location for access to High Level Platforms

The State will provide comments on the Preliminary High Level Platform Plans

The Consultant will incorporate the comments into High Level Platform Plans and resubmit them to the State.

#### 4330 Cost Estimating –Station Platforms

The Consultant shall develop, provide, and maintain a station platform construction cost estimate for the project corridor using a format approved by the Department. The Consultant shall manage the estimate, including the pricing information.

The Consultant shall update the estimate periodically and as necessary to incorporate significant design changes, and shall develop and provide the final Engineer's Estimate including all pay item quantity computations.

#### 4400 **Preliminary ADA Compliant Platform Access Design**

A tunnel under the tracks connected a previous railroad station building to the various platforms at the station. This tunnel will need to be evaluated for suitability for reuse and modifications to achieve ADA compliant access to the proposed platform configurations at the station. A pedestrian bridge over the tracks alternative may also be developed. Development of both of these alternatives will need to be coordinated with the station design work being progressed by the City of Rochester.

#### 4410 Field Inspection

The Consultant shall perform a field inspection of the project area in order to inventory and assess its principal infrastructure elements, establish the extent of any rehabilitation work required, and prepare the Preliminary Station Platform Plans and Cost Estimates (under Task 4430 below).

The Consultant will inspect the existing tunnel access to the existing platforms for the following items and estimate the work effort needed for remediation of these items:

- Lead Paint
- ADA Compliance
- Structural Integrity

#### 4420 Preliminary Plans – High Level Platform Access

The Consultant shall prepare and submit to the State for review Preliminary Platform Access Plans for the project alternatives. These plans shall be sufficiently developed to:

- Show basic concepts and major details (including all existing / proposed utilities)  
The State will provide the utility information for inclusion in the plans.
- Acquaint affected parties with the project and project components
- Serve as an instrument for initial approval
- Provide a basis for the development of final plans
- Be developed in coordination with the City of Rochester

The Station High Level Platform Access Plans are anticipated to include the following:

- Project location map
- Station Platform locations
- Location of Structural Crossing (Tunnel and/or Bridge)
- Elevation Views of Structural Crossing
- Structural Crossing Plans and Details
- Elevator, Stairs, and Ramp Plans and Details

The State will provide comments on the Preliminary High Level Platform Access Plans

The Consultant shall incorporate the comments into High Level Platform Access Plans and resubmit them to the State.

#### 4430 Cost Estimating –Platform Access

The Consultant shall develop, provide, and maintain a platform access construction cost estimate for the project corridor using a format approved by the Department. The Consultant shall manage the estimate, including the pricing information.

The Consultant shall update the estimate periodically and as necessary to incorporate significant design changes, and shall develop and provide the final Engineer's Estimate including all pay item quantity computations.

#### 4500 Project Design Report

The consultant should prepare a project design report that will document the preliminary design work and environmental work being performed under this contract. The report format should utilize the **IPP/FDR** shell shown in the **NYSDOT Project Development Manual**. As the report format is set for a highway design project, it will need some adjustment to provide the appropriate information for this railroad project.

The consultant shall submit a draft of the project design report to the State for review.

The State will review the report and provide comments to the consultant.

The Consultant shall revise the report to incorporate the comments from the State and resubmit the revised report.

## **5000 ENVIRONMENTAL STUDIES**

### **5060 Surface Water Identification and Evaluation**

- 5061 The Consultant shall conduct a field investigation to determine the general characteristics of all bodies of surface water within and adjacent to the project, including named and unnamed tributaries, streams, creeks, rivers, ponds, lakes, wetlands, and special aquatic sites (as defined in Section 404 of the Clean Water Act).
- 5062 The Consultant shall determine the New York State Department of Environmental Conservation (NYSDEC) surface water classification for each body of water, pursuant to 6 NYCRR Part 701. (The NYSDEC has a classification list for each stream.)
- 5063 The Consultant shall determine the COE Section 404 Individual and Nationwide Permit requirements for construction activities within the water bodies.
- 5064 For each project alternative the Consultant shall evaluate the effects of construction activities and project changes on surface water bodies, including (but not limited to):
- Discharge of dredged or fill material.
  - Dredging in stream bed or bank.
  - Fill.
  - Erosion and sedimentation.
  - Stream realignment.
  - Reduction of canopy cover.
  - Water temperature increases due to removal of stream bank vegetation.
  - Changes in runoff.
  - Accidental toxic spills.
- 5065 The Consultant shall evaluate appropriate avoidance, minimization, and mitigation measures to compensate for surface water quality impacts, including erosion and sediment control practices proposed in the vicinity of surface waters.

### **5130 Surface Water Quality**

The track work, platform work, and platform access work being developed by the consultant under this contract along with the Intermodal Station being developed by others will need to be looked at together to determine the need for SPDES or NPDES permits and a Stormwater Pollution Prevention Plan (SWPPP). The tasks below outline the steps necessary to make these determinations. It is assumed that any needed permits and SWPPP will be developed during final design of the project.

- 5131 The Consultant shall determine whether the project qualifies under a blanket Section 401 Water Quality Certification (WQC) (for certain COE Section 10 or 404 Nationwide Permits) or an individual WQC is required.

Stormwater Management and Erosion and Sediment Control (subtasks 5132- 5136).

- 5132 The Consultant shall identify drainage basins existing within or adjacent to the project site. Using this and the surface water information obtained under Task 5060 , the Consultant shall determine how the existing soils, vegetation, topography, climate, and seasonal nature of the proposed construction may affect the potential for erosion and sedimentation.
- 5133 For each design alternative, the Consultant shall assess potential sources of surface water pollution from construction activities and from motor vehicle use of the completed project.
- 5134 The Consultant shall assess temporary and permanent measures and practices that may be used to avoid or minimize and control soil erosion, sedimentation, and surface water pollution during and after construction. This shall include the types and locations of expected construction operations that will require the use of erosion and sediment control practices.
- 5135 The Consultant shall determine whether a SPDES or NPDES Permit will be required. It is assumed that a permit will not be required. If a permit is required, it will be processed during the final design of the project

#### **5160 Cultural Resources**

A cultural resource screening and study need to be performed at the Rochester Station as part of this project. The project area includes the track area between the Genesee River and Ormond Street and the Rochester Station located between the track area, Clinton Street, Central Avenue, and Joseph Avenue.

The Consultant shall perform a Cultural Resource Survey of the project. All study limits shall be defined or approved by the State in advance. The work shall comply with:

- the requirements for the protection of the nation's cultural resources as mandated by Section 106 of the National Historic Preservation Act of 1966, the amended Procedures for Historic and Cultural Properties as set forth in 36 CFR Part 800 and associated guidance, the National Environmental Policy Act of 1969, Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974.
- the current New York State Education Department's (SED) Work Scope Specifications for Reconnaissance Survey and Site Examination (SED work scope)
- the current Cultural Resource Survey Report format (provided by the State).

All persons performing or supervising cultural resource survey work shall qualify under the appropriate professional qualification standards set forth in the Secretary of the Interior's Professional Qualification Standards (48 CFR Part 44738-9).

5161 The Consultant shall conduct a comprehensive preliminary literature search to identify cultural resources within the project area which are listed on or nominated to the National Register of Historic Places, as well as other cultural resources that may be of or cultural significance. This shall include site files, historic maps, documents, and other records at the following sources: **[List only those that apply.]**

- New York State Office of Parks, Recreation, and Historic Preservation (OPRHP).
- New York State Education Department (SED).
- New York State Library and Archives.
- Universities.
- Local and county museums and libraries.
- Local and county historians.
- Historical societies.

5162 Based on the above research the Consultant shall develop a prehistoric and historic overview, locate existing resources, and predict the location of potential archaeological sites.

5163 Based on the subtask 5161 research the Consultant shall develop an appropriate research design for testing the project area, and shall obtain State approval of this research design before proceeding with the field reconnaissance survey.

5164 The Consultant shall conduct a reconnaissance field survey to locate and document historic properties (archeological sites, buildings, structures, objects and districts) within the study area. This shall include:

- Interviews with residents and an inspection of the entire project area to verify reports, assumptions, and predictions about the presence of cultural resources.
- Color photographs and descriptions of all buildings or other structures.
- Subsurface testing in accordance with the subtask 5163 research design.

The Consultant shall coordinate field operations with the State before entering private lands.

The Consultant shall identify each archeological site requiring a site examination to provide the data needed for the SHPO/OPRHP determination. The State shall confirm the need for the site examinations and authorize the Consultant to proceed with subtask 5165.

5165 Intensive Survey (Site Examination)

Upon receipt of State authorization to proceed, the Consultant shall conduct an intensive survey to examine in detail each archeological site of importance impacted by the design alternatives and requiring a site examination, as identified under subtask 5164.

The Consultant shall determine the boundaries of the site, its age, affiliation, function, integrity, and potential to yield culturally important information.

The Consultant shall also determine the likelihood of the site extending beyond the project limits. This shall be accomplished by field observation and analysis of environmental variables, and not by conducting any testing outside the project area.

#### 5166 Cultural Resource Survey Report

The Consultant shall prepare a Cultural Resource Survey report in the current format (provided by the State) describing all work done, including but not limited to the preliminary search, reconnaissance survey, and intensive survey. The report shall contain sufficient information on the cultural resources in the project area to enable the SHPO/OPRHP to determine National Register eligibility. It shall include:

- Descriptions of all archaeological sites, buildings, and other structures.
- Color photographs keyed to a project map Location and historic maps.
- Plans showing the relationship of the findings to the design alternatives.
- A discussion of the impact of each alternative on cultural resources.
- An appendix listing all sources, summaries of interviews, bibliography, artifact inventories, and a shovel test summary.

5167 The Consultant shall submit a draft of this report for preliminary review by the State.

5168 The Consultant shall revise the Cultural Resource Survey Report to incorporate State review comments and resubmit it (with original colored photographs) to the State for review by the SHPO/OPRHP.

5169 It is assumed that the SHPO will determine that the project will have no adverse effect. Upon receipt of the SHPO notification, the Consultant shall prepare a summary documentation as described in 36 CFR Part 800.8(a).

#### **5210 Hazardous Waste/Contaminated Materials Detailed Site Assessment**

The project site is a railroad station with two main tracks and one bypass track. At one time the railroad station had thirteen (13) tracks and five (5) platforms. The site needs to be screened for any hazardous wastes and contaminated materials to determine the remediation effort that will be performed during final design of the project.

The Consultant shall perform a screening of the project site described below for hazardous waste and contaminated materials. The results of the screening shall be described in a Hazardous Waste/Contaminated Materials Screening Report.



## Rochester Station Rail Yard from the Genesee River to Ormond Street

The Consultant shall perform a site assessment of locations identified by the screening process as having a reasonable probability of containing hazardous wastes or contaminated materials. It is assumed that there will be \_\_\_ locations to investigate.

This investigation shall identify the type(s) of contaminant(s) present and the extent of contamination, and shall assess the impact on the project. It shall include the following subtasks:

5211 The Consultant shall prepare a sampling and testing plan for the above locations. This plan shall explain the reason for the investigation and state the work objectives. It shall include, as appropriate:

- Maps showing properties to be tested and the number and location of proposed sampling points.
- Sample collection methods.
- Intended data uses.
- Contaminants of concern.
- Data quality objectives, analytical methods, and laboratories.
- Documentation of sampling.
- Health and safety precautions.

It shall consider appropriate techniques, such as:

- Geophysical survey.
- Soil gas survey.
- Soil borings to collect soil samples (or probe installations).
- Groundwater probes or monitoring wells.
- Field sampling and analytic testing of selected materials.
- Probe installations.
- Monitoring wells.

5212 The Consultant shall submit this sampling and testing plan to the State for prior approval, including if necessary prior review and approval by regulatory agencies (i.e., NYSDEC and NYS Dept. of Health).

5213 Upon receipt of State authorization to proceed, the Consultant shall perform the field operations as specified in the sampling and testing plan.

5214 The Consultant shall perform the testing, as specified in the sampling and testing plan, of field samples collected under subtask 5213.

5215 Detailed Site Investigation Report

The Consultant shall update the Hazardous Waste/Contaminated Materials Screening Report to document the above process and results and retitle it "Hazardous Waste/Contaminated Materials Detailed Site Investigation Report."

The report shall:

- Describe the sampling and testing, (if field sampling and testing are included).
- Include all results.
- Include a map showing sampling locations, types and concentration of contaminants at each sampling point, and background concentration data.
- Discuss contaminant concentrations within the existing or proposed right-of-way.
- Assess the environmental risk of the project and each alternative regarding potential release or increased mobility of contaminants and risks for workers.
- (if disposal of contaminated material would be necessary) discuss whether further testing would be required for the disposition of material (such as construction and demolition material, nonhazardous solid waste, hazardous waste, etc.).

5216 The Consultant shall submit a draft of this report to the State for review.

5217 The consultant shall revise the report per State review comments. It shall be included in the DAD as a technical appendix.

### **5230 Asbestos Screening**

The project site is a railroad station with two main tracks and one bypass track. At one time the railroad station had thirteen (13) tracks and five (5) platforms. Structures within the site need to be screened for the presence of asbestos materials that would need to be remediated during construction of the project.

The Consultant shall perform an asbestos screening of structures within the project site described below. Structures to be screened include access tunnels under the tracks, platforms, and bridges. The results of the screening shall be described in an Asbestos Materials Screening Report.

#### Rochester Station Rail Yard from the Genesee River to Ormond Street

The Consultant shall maintain a valid asbestos handling license for the duration of this agreement. Also, all Consultant personnel engaged in asbestos-related work shall be appropriately certified for the work being performed, as described in Section 56-2.2 of Industrial Code Rule 56 (12 NYCRR Part 56).

The Consultant shall perform a preliminary investigation for the presence of asbestos-containing materials (ACM's) within the project site and corridor, using the following screening techniques:

- 5231 The Consultant shall review available as-built drawings, record plans, and other construction drawings of all structures and facilities in the project area, including but not limited to pavement, shoulders, subgrade, underground utilities, buildings, and bridges which could potentially require alterations or demolition as part of the project (including those previously acquired by the State) to determine whether the presence of ACM's is indicated.
- 5232 The Consultant shall perform an on-site visual inspection of all structures and facilities reviewed under subtask 5231 above, including the building interiors, to identify approximate number and specific locations of suspected ACM's for sampling and testing. (Examples of suspected ACM's are: insulation on pipes, ducts, boilers, etc.; floor and ceiling tiles; drywall; plaster; roof shingles; siding; fireproofing material, including structural fireproofing and fire retardant coatings.)

The State shall provide the letter of introduction necessary for the Consultant to enter premises and perform the on-site inspection.

The Consultant shall interview appropriate personnel in commercial facilities (such as mechanical, HVAC, and boiler room employees) to determine if any known ACM's are present.

- 5233 The Consultant shall prepare and submit to the State for review and approval a technical memorandum reporting on the findings of this preliminary investigation, accompanied by an asbestos sample location plan.

## **7000 BRIDGE DESIGN**

There are three railroad bridges over St Paul Street, North Clinton Avenue, and Joseph Avenue in the vicinity of the Rochester Railroad Station. For any new track or platform proposed in the station area as part of this project, the portions of these three bridges affected by the new work will need to be evaluated to determine the suitability of using the structure for the project and determine what type of rehabilitation work or replacement will be needed to construct the project. For estimating purposes, it is assumed that one new track and two new high level platforms will need to be placed on portions of these three bridges.

### **7100 Bridge Inspection and Load Rating**

#### **7110 Field Inspection**

The Consultant shall perform a field inspection of each bridge to determine its condition and principal elements, to establish the any rehabilitation work necessary, and to prepare a bridge load rating in accordance with Federal Railroad Administration and CSX Transportation guidance.

#### **7130 Load Rating**

The Consultant shall prepare a load rating package in accordance with Federal Railroad Administration and CSX Transportation guidance. The load rating will be used to determine the need for any rehabilitation work necessary during the final design of the project

## **8000 PROJECT MANAGEMENT AND MISCELLANEOUS WORK**

### **8100 Project Familiarization**

### **8200 Project Reporting**

For the duration of this agreement the Consultant shall prepare on a monthly basis a Cost Control Report, a Progress Report, and a Project Schedule in a format approved by the State.

### **8300 Project Coordination**

#### **8310 Project Meetings**

- Assume up to 6 conference calls and 3 in person meeting - 3 hrs per person for conf calls and 8 hrs per person for in person meeting plus preparation time and minute preparation.

(These meetings are in addition to the specific hearings, information meetings, and presentations specifically described and covered under other tasks.)

#### **Coordination Meetings with the City of Rochester or their consultant representative**

- Assume up to 3 conference calls and 3 in person meetings with the City of Rochester or their consultant representative to coordinate the work on this contract with the intermodal station development work being performed by the City of Rochester. - 3 hrs per person for conf calls and 8 hrs per person for in person meeting plus preparation time and minute preparation.

### **8900 Miscellaneous Project Management**

The Consultant shall post to ProjectWise all technical material that they provide to the State considered a formal technical product, including all draft and final project reports. All submissions are to be electronic through ProjectWise and all reproduction is by NYSDOT.

**THE END**