

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into as of this ___ day of August, 2024, by and between **THE CITY OF MOUNT VERNON**, a municipal corporation organized and existing under the laws of the State of New York, with offices at One Roosevelt Square, City Hall, Mount Vernon, New York 10550 (“City”) and **AKRF, INC.**, a corporation organized under the laws of the State of New York, with offices at 34 South Broadway, Suite 300, White Plains, New York 10601 (“Consultant”) (the City and Consultant are each a “Party,” and are referred to collectively as the “Parties”).

WITNESSETH:

WHEREAS, the City of Mount Vernon is in the process of updating its 1968 Comprehensive Plan; and

WHEREAS, the City desires to hire Consultant to perform the services described in this Agreement in connection with the City’s Comprehensive Plan update (“Comprehensive Plan Update”); and

WHEREAS, the term “City” is also used in this Agreement to refer collectively to the City of Mount Vernon and the City of Mount Vernon Department of Planning and Community Development (“PCD”), which is overseeing the Comprehensive Plan Update; and

WHEREAS, the Consultant desires to perform the services described in this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the Parties agree as follows:

I. TERM

The term of this Agreement shall be for one (1) year, commencing on the date that it is executed by the City and the Consultant, unless sooner terminated pursuant to Section XI of this Agreement, or renewed upon the mutual consent of the Parties, in writing, for a successive one (1)-year term, subject to the same terms and conditions contained herein or as may otherwise be agreed in writing by the Parties.

II. SERVICES TO BE PERFORMED

2.01. In General. The services to be provided by the Consultant under this Agreement shall consist of those specific work tasks and deliverables identified in the Consultant’s “Mt. Vernon Comprehensive Plan: Technical, Planning and SEQRA Services]” dated July 25, 2024 (“Proposal”), annexed hereto as **Exhibit “A”** and made a part hereof (“Services” or “Scope of Services”), as may be amended, in writing, by the Parties, as well as the Services described in this Section II.

2.02. Services Schedule. The Services shall be completed in a timely manner and in strict accordance with the schedule for each Task set forth in the Proposal, and the Project schedule that is agreed upon between the City and Consultant pursuant to the Proposal, both of which may be amended, in writing, by the Parties.

2.03. Coordination Between City and Consultant. The City and Consultant shall communicate, at a minimum, via electronic mail as needed, and bi-weekly by telephone, for Consultant to provide an update on the status of the Services and any other matters with respect to the implementation of this Agreement and the Comprehensive Plan Update.

2.04. Quarterly Reports. Consultant shall submit a written quarterly report to the City, in such detail and at such other or additional times as may be reasonably requested by the PCD Commissioner and the City, summarizing the actual progress and status of the Services, provided during that reporting quarter, and a look-ahead schedule for the next quarter.

2.05. Meetings With Mayor and/or City Council. Consultant shall, as agreed upon within the Scope of Services, conduct in-person or virtual meetings with the City of Mount Vernon Mayor and/or City of Mount Vernon City Council to provide updates as to the actual progress and status of the Services and the Comprehensive Plan Update.

2.06. Coordination With Other Professionals. Consultant shall communicate regularly with the other professionals hired by the City to assist in the Comprehensive Plan Update, as agreed upon within the Scope of Services, in coordination with the PCD Commissioner.

2.07. Additional Services. If the Consultant is authorized by the City, in writing, to provide additional services, and the additional services are not due to the fault or negligence of the Consultant, the Consultant shall be compensated for the additional costs of the additional services on a time and materials basis in accordance with the hourly rates set forth in the Proposal or as otherwise agreed in writing by the Parties.

III. COMPENSATION

3.01. Amount of Compensation. The amount of compensation to be paid to the Consultant as full consideration for its Services under Sections 2.01 through 2.06 of this Agreement shall be \$79,500.00. The allocation of the Consultant's total compensation shall be in accordance with the Pricing schedule set forth on Page 2 in the Proposal. The City shall not be liable for any additional services invoiced by the Consultant in excess of \$79,500.00 unless approved by the City in writing.

3.02. Vouchers; Voucher Review and Approval. Payments shall be made to the Consultant in arrears and shall be contingent upon (i) the Consultant submitting a claim voucher ("Voucher") to the City on a monthly basis as set forth in Section 3.03 and in a form satisfactory to the PCD Commissioner, which is accompanied by (a) an invoice from Consultant stating with reasonable specificity the Services that have been provided and the payment requested as the consideration for said Services (including, but not limited to, hours spent on each task and expenses), (b) a written progress report that elaborates upon the Services identified on the invoice(s), in such detail as may be reasonably requested by the PCD Commissioner and the City

to verify that the work for which payment is requested has been completed, (c) a certification confirming that the Services rendered and the payment requested are in accordance with the terms of this Agreement and the Proposal, and (c) any other documentation reasonably required by the City to support the amount of the payment requested, and to confirm completion of the Services for which payment is requested and (ii) PCD's review and written approval of the Voucher and supporting documentation.

3.03. Payment. The Consultant shall submit Vouchers on a monthly basis. The City shall process, approve and pay the Consultant within seven (7) weeks of PCD's receipt of all Vouchers. The City shall not be responsible to pay for work that was not performed or was not performed to the City's reasonable satisfaction in accordance with the terms of this Agreement. If the City objects to all or any portion of the invoice, the City shall notify the Consultant in writing within ten (10) days from receipt of Consultant's invoice, identifying the cause of any such disagreement, and pay when due that portion of the invoice that is not in dispute ("Notice of Invoice Dispute"). The City's failure to provide such Notice shall be evidence that the City has accepted the invoice as written. The Parties shall attempt in good faith to resolve any dispute, controversy or claim related to a disputed invoice. In the event the Parties cannot resolve a dispute regarding the invoiced amount within thirty (30) days after receipt by the Consultant of the City's Notice of Invoice Dispute, the Parties agree to submit the dispute to mediation and may use any mediator upon which the Parties mutually agree. The cost of any mediation shall be split equally between the Parties. If the Parties are unsuccessful in their good faith attempt to mediate the dispute, the dispute may, on the agreement of both Parties, be settled by arbitration.

3.04. Changes in Services. If the City or the Consultant request changes to the Services, the Consultant and the City, upon mutual agreement, shall execute a written change order describing the changes to the Services and authorized budget. The Consultant shall make no changes to the Services, nor be reimbursed for costs related to any such changes, unless approved by the City in writing. The Consultant shall be compensated for any authorized changes to the Services on a time and materials basis in accordance with the hourly rates set forth in the Proposal or as otherwise agreed in writing by the Parties.

IV. CONSULTANT'S RESPONSIBILITIES

4.01. Standard of Care. The Consultant shall perform the Services in a good and workmanlike manner, consistent with the level of care and skill generally exercised by consultants providing the same or similar professional services in Westchester County, New York. All Services are subject to final approval by the PCD Commissioner. The Consultant shall perform the Services expeditiously, as is reasonably possible, and with due consideration of the time requirements of the City and in strict accordance with all agreed upon schedules.

4.02. Defective Services. The Consultant shall, without additional compensation and at its sole cost and expense, correct or revise any of its Services, including, but not limited to, any reports and/or other deliverables, not performed in accordance with the Standard of Care in Section 4.01 as reasonably determined by the City, and which is made known to the Consultant by the City within one (1) year after any such deliverable is received by the City.

V. CITY'S RESPONSIBILITIES

5.01. Information. The City agrees to provide information in its possession, including, but not limited to, surveys, studies, reports, data, plans, maps and/or other information related to the Comprehensive Plan Update.

5.02. Cooperation with the Consultant. The City shall cooperate with the Consultant to complete the Services in a timely, efficient and cost-effective manner.

VI. SUBCONTRACTING

The Consultant acknowledges that the City has entered into this Agreement based on facts and representations made by the Consultant and based on the Consultant's ability to perform the work as promised. Therefore, the Consultant may not subcontract any work without prior written approval of the City.

VII. CONFIDENTIALITY

The Consultant shall consider all of the City's information confidential and shall not disclose the City's information or its findings to any third party unless directed by a court order. In such event, the Consultant shall cooperate with the City by providing as much notice as possible under the circumstances and by other lawful means as the City may request. With the City's prior written approval, the Consultant may use the City's name and a general description of the Services as a reference for business development purposes.

VIII. OWNERSHIP OF DOCUMENTS AND MATERIALS

All documents, including reports, drawings and specifications conceived, derived from, or prepared by the Consultant pursuant to this Agreement, including drafts thereof, are instruments of its service and the Consultant shall retain a true copy of all information provided to the City under this Agreement for a period of three (3) years from the date of final payment. All information prepared by the Consultant pursuant to this Agreement is the City's property and shall be turned over to the City promptly at the City's request or upon the termination of the Agreement, whichever is earlier. The City agrees that the Consultant's information is not to be used by the City or any other party in any way not directly related to the purpose of the Services under which the information was created or compiled. Solely for the purposes of any applicable copyright law, all such works shall be deemed "works made for hire" and owned by the City. The City may make copies of the Consultant's reports available to other parties. However, the City shall not disclose any portions or excerpts of any report in a way that may mislead others. The Consultant shall have no obligation to any third party unless agreed to in writing and is not responsible for the City's use of the Consultant's work product in any other project or by any other party.

IX. INSURANCE

9.01. Insurance Required. At all times beginning on the date hereof, the Consultant shall, at its own expense, maintain or cause to be maintained at least the following minimum insurance coverage, naming the City as additional insured:

<u>Insurance</u>	<u>Limits</u>
Worker’s Compensation Coverage A	Statutory
Employer’s Liability/Coverage B	\$1,000,000 each accident
Commercial General Liability (including Contractual Liability, Bodily Injury and Property Damage combined, and Personal Injury)	\$1,000,000 each occurrence \$2,000,000 in aggregate
Commercial Automobile Liability (Bodily Injury and Property Damage)	\$1,000,000 each occurrence \$1,000,000 in aggregate
Professional Liability	\$1,000,000 each claim \$1,000,000 in aggregate

All premiums with respect to the foregoing insurance shall be paid when due by the Consultant. The aforesaid coverage limits may be adjusted from time to time by the City in order to account for inflation, loss experience or other factors.

9.02. Additional Provisions Respecting Insurance. All insurance required by Section 9.01 hereof shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Consultant and authorized to write such insurance in New York State. All insurance required by Section 9.01 hereof shall be occurrence based. Such insurers shall have a minimum policy holder rating of no less than “A” pursuant to the latest rating publication of Property and Casualty Insurers by A.M. Best Company and have a financial strength rating of no less than “10”. Such insurance may provide deductible amounts in such maximum amounts as may be recommended by an independent insurance consultant retained by the Consultant. All insurance policies carried in accordance with Section 9.01 hereof and all policies taken out in substitution or replacement for any such policies: shall provide that the insurance shall not be invalidated by any action or inaction of any person and shall insure the City regardless of any breach or violation by any person of any warranties, declarations or conditions contained in such policies; shall provide that as against the City, as the case may be, the insurers shall waive any rights of subrogation, any right of set-off and counterclaim and any other right of deduction whether by attachment or otherwise (except for claims arising out of the willful misconduct or gross negligence of such insured); and shall provide that if such insurance is canceled for any reason whatever, or is changed in any material respect or if such insurance is allowed to lapse for nonpayment of premium, such cancellation, change or lapse shall not be effective for thirty (30) days after receipt by the City of written notice from such insurers of such cancellation, change or lapse; provided, however, that if it is not commercially practicable at the time of contracting for such insurance to obtain the requirements specified above, such policies shall provide for such requirements for as long a period as shall then be commercially practicable to obtain, if any. Each

insurance policy required under Section 9.01 hereof shall be primary without the right of contribution from any other insurance which is carried by or on behalf of the Consultant.

9.03. Certificates, etc. Upon request, the Consultant shall furnish to the City copies of all insurance policies, binders and cover notes or other evidence of such insurance required under Section 9.01 hereof. The Consultant shall cause such firms to advise the City in writing promptly of any default in the payment of any premium and of any other act or omission of which they have knowledge, and which might invalidate or render unenforceable, in whole or in part, any insurance required under Section 9.01 hereof.

X. INDEMNIFICATION.

The Consultant shall indemnify and save the City harmless against and from all claims, actions or judgments for loss, damage or injury, including death or personal or property damage of any kind or nature, by or on behalf of any person, firm, corporation and/or other legal entity arising from Consultant's obligations under this Agreement, including without limitation, any act or negligence of Consultant's employees. Notwithstanding the foregoing provisions, the Consultant shall not be required to indemnify the City for the City's own gross negligence or willful misconduct. All references to the City in this Section X shall be deemed to include its members, directors, officers, employees, Consultants and agents. In the event a claim is made, or an action is brought, the Consultant shall have the right to defend such claim or action, at its sole cost and expense, with attorneys reasonably acceptable to the City. No such claim or action shall be settled without the consent of the City, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary contained herein, the indemnification obligations hereunder shall survive the termination of this Agreement for the applicable statute of limitations period.

XI. DEFAULT/TERMINATION

11.01. Termination for Cause.

(a) If the Consultant fails to perform any of its material obligations under this Agreement, the City shall give the Consultant written notice of such alleged violation, and the Consultant shall have a period of ten (10) business days from its receipt of such notice to effectuate a cure. If the City finds that the Consultant has diligently commenced and prosecuted efforts to effectuate a cure during such time period, then the time period shall be extended for so long as the Consultant continues to proceed diligently with the effectuation of such cure. If the City finds that the Consultant is unable to commence to effectuate a cure of an alleged violation in the initial ten (10) business day period due to circumstances beyond the reasonable control of the Consultant, then upon request by the Consultant, the City, in the exercise of its reasonable judgment, may allow the Consultant an additional period of time in which to commence to effectuate a cure.

(b) If the Consultant fails to perform any of its material obligations under this Agreement, and the Consultant fails to cure such alleged violation within the applicable time period, then upon the expiration of the applicable time period, the City shall be entitled to any remedy available in law or at equity, including termination of this Agreement for cause, in which

case the City shall be permitted immediately to enter into a new agreement(s) with a different party to assume any portion or all of the Consultant's responsibilities hereunder.

(c) For the purposes of this Agreement, "Cause" shall mean a Party's material breach of the terms of this Agreement, including a material failure to fulfill the duties and obligations set forth under this Agreement.

(d) If the City fails to perform any of its material obligations under this Agreement, the Consultant shall give the City written notice of such alleged violation, and the City shall have a period of ten (10) business days from its receipt of such notice to effectuate a cure. If the Consultant finds that the City has diligently commenced and prosecuted efforts to effectuate a cure during such time period, then the time period shall be extended for so long as the City continues to proceed diligently with the effectuation of such cure. If the Consultant finds that the City is unable to commence to effectuate a cure of an alleged violation in the initial ten (10) business Day period due to circumstances beyond the reasonable control of the City, then upon request by the City, the Consultant, in the exercise of its reasonable judgment, may allow the City an additional period of time in which to commence to effectuate a cure.

(e) If the City fails to perform any of its material obligations under this Agreement, and the City fails to cure such alleged violation within the applicable time period, then upon the expiration of the applicable time period, the Consultant shall be entitled to any remedy available in law or at equity, including termination of this Agreement for cause.

11.02. Termination for Convenience. The City, in its sole discretion, may terminate this Agreement for its convenience on written notice to the Consultant of its intent to terminate. Each Party shall be subject to all provisions of this Agreement during the period after notice and prior to the effective date of termination, unless otherwise agreed in writing.

11.03. Procedures After Termination.

(a) Upon termination of the Agreement in accordance with either Section 11.01 or 11.02, the Consultant shall submit a final Voucher and invoice to the City as soon as practical after the effective date of termination. The final invoice shall reflect all Services and charges up to the effective termination date, including the cost to demobilize and terminate the Services. The Consultant shall not be reimbursed for any deficient Services, determined in the City's sole discretion, performed under this Agreement. The Consultant shall return all documents provided to the Consultant by the City for informational purposes and shall submit copies of all work product documents to the City for its records. All work product documents shall be submitted electronically in native file format within ten (10) days of termination.

(b) The City shall review and pay the Consultant's final Voucher and invoice in accordance with the payment procedures under Section 3.03 of this Agreement.

XII. NOTICES

Any notice, communication, consent, direction, approval, instruction, request and other communication required to be given to or served upon either Party hereto shall be given or served

by personal service or by express delivery or by mailing the same, postage prepaid, by the United States registered or certified mail, return receipt requested, to the following address:

Consultant: AKRF, Inc.
34 South Broadway, Suite 300
White Plains, NY 10601
Attention: Peter Feroe, AICP, Vice President

Client: City of Mount Vernon
Department of Planning & Community Development
One Roosevelt Square
Mount Vernon, NY 10550
Attention: James Rausse, FAICP, Commissioner

Such notice shall become effective one (1) business day after being deposited with any nationally recognized overnight carrier or, if delivered by hand, when received, or 3rd business day if sent by certified mail, return receipt requested. Either Party may designate a substitute address(es) at any time hereafter by written notice thereof to the other Party.

XIII. COVENANTS OF GOOD FAITH AND FAIR DEALING

The Parties recognize that the successful implementation of this Agreement will require coordination among them, as well as with the other consultants working on the Comprehensive Plan Update. Accordingly, this Agreement imposes an obligation of good faith and fair dealing on the Parties in the performance and enforcement of their respective rights and obligations under this Agreement. The Parties agree that each will be held to a standard of good faith and fair dealing, cooperate to facilitate the other's performance, will respond promptly and completely to the reasonable requests of the other, and proceed to fulfill their obligations under this Agreement diligently.

XIV. MONITORING OF PERFORMANCE

The City shall have the right during the term of this Agreement and for the period limited by the applicable statute of limitations to ensure that the services to be provided by the Consultant have been provided as agreed. The Consultant hereby consents to the examination of its records and agrees to provide to the City, or permit the City to obtain, copies of any documents relating to its performance hereunder. The Consultant shall maintain all records required by this paragraph for seven (7) years after the date this Agreement is terminated or ends.

XV. NON-DISCRIMINATION

The Consultant acknowledges receipt of a copy of the City's Equal Employment Opportunity Statement. The Consultant assures the City of Mount Vernon, New York that it will comply with all applicable laws and regulations prohibiting discrimination in employment on the ground of race, religion, creed, color, national origin, sex, disability, marital status and other non-merit factors. The Consultant understands and agrees that this Agreement can be terminated upon

a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the Consultant from future contracts with the City. The Consultant certifies to the City that there is no pending or outstanding decision, ruling or order against the Consultant finding the Consultant in violation of laws against discrimination nor is any such action pending or threatened.

XVI. MISCELLANEOUS

16.01. Amendment. This Agreement may be amended from time to time by written amendment hereto, and executed by the City and the Consultant.

16.02. Assignment. The Consultant shall not assign any of its rights, interests, or obligations under this Agreement without the prior express written consent of the City, which shall be in the City's sole discretion.

16.03. Independent Contractor. It is understood and agreed that in entering into this Agreement and in rendering services pursuant thereto, the Consultant shall have the status of an independent contractor, and nothing herein contained shall contemplate or constitute the Consultant as an employee, partner or agent or a participant in a joint venture with the City or PCD for any purposes. It is the intent of the Parties that the Consultant shall have no claim against the City hereunder or otherwise for any fringe benefits, including, but not limited to, vacation pay, sick leave, retirement benefits or credits, unemployment insurance benefits or employee benefits of any kind. The Consultant shall be solely responsible for its employees and for their actions, compensation, benefits, contributions and taxes.

16.04. Force Majeure. Neither Party shall be in violation of this Agreement for failure to perform any of its obligations by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of public authority, weather conditions, riots, rebellion, accidents, sabotage or any other circumstances for which it is not responsible and which are not within its control.

16.05. Construction and Applicable Law. The section headings in this Agreement are for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision hereof. This Agreement has been negotiated and delivered in the State of New York and shall in all respects be governed by and construed in accordance with the laws of the State, including matters of construction, validity and performance. The Consultant shall comply with all applicable Federal, State, and local laws and regulations. All disputes relating to this Agreement shall be heard in a court of competent jurisdiction having venue in Westchester County.

16.06. Approvals. Except as otherwise provided herein, whenever the approval of either Party is required herein, such approval shall not be unreasonably withheld or delayed.

16.07. Waivers. No waiver of default by either Party of any term, covenant or condition hereof to be performed or observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of the same or any other term, covenant or condition hereof.

16.08. Severability. If any provision hereof is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision hereof, provided such invalidity does not materially prejudice either Party in its rights and obligations contained in the valid provisions of this Agreement.

16.09. Paragraph Headings. The paragraph headings in this Agreement are included solely for reference, and shall not define, limit, or affect the construction or interpretation of this Agreement.

16.10. No Personal Liability. Notwithstanding anything in this Agreement to the contrary, the obligations and agreements of the City and Consultant contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental hereto, shall be deemed the obligations and agreements of the City and the Consultant and not of any member, director, officer, agent or employee of the City or the Consultant in his/her individual capacity, and the members, directors, officers, agents and employees of the City and the Consultant shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or of any transaction contemplated hereby.

16.11. Effectiveness. This Agreement, together with all exhibits hereto, constitutes the entire agreement between the Parties, and all other representations or statements heretofore made, verbal or written, are merged herein.

16.12. Counterparts. This Agreement may be executed in several counterparts and all such executed counterparts shall constitute a single agreement, binding on all of the Parties, their successors and assigns. A copy of an electronic or facsimile signature shall have the same force and effect as if it were an original signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

This Agreement is authorized by Resolution No. _____, adopted by the City of Mount Vernon, New York on the ____ day of August, 2024.

CITY OF MOUNT VERNON

AKRF, INC.

_____, ___/___/2024
Name: _____ Date: _____
Title: _____

_____, ___/___/2024
Name: _____ Date: _____
Title: _____

Exhibit “A”

Mt. Vernon Comprehensive Plan: Technical, Planning and SEQRA Services, dated July 24, 2024



Environmental, Planning, and Engineering Consultants

34 South Broadway
Suite 300
White Plains, NY 10601
tel: 914 949-7336
fax: 929 284-1085
www.akrf.com

~~July 2, 2024~~ July 25, 2024

James Rausse, FAICP; Commissioner
Department of Planning & Community Development
City of Mount Vernon
1 Roosevelt Square North
Mt. Vernon, NY 10550

Re: Mt. Vernon Comprehensive Plan: Technical, Planning, and SEQRA Services

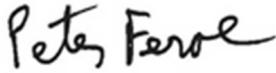
Dear Commissioner Rausse:

AKRF, Inc. (“AKRF” or the “Consultant”) is pleased to present this proposal to provide SEQRA and planning support services to the City of Mount Vernon, New York (the “Client”) in connection with the preparation, environmental review, and adoption of a Comprehensive Plan for the City (the “Project”). AKRF understands that the Client plans to directly engage several consultants to facilitate and prepare the Comprehensive Plan, including BRS, Cleary Consulting, and Hudson Valley Pattern for Progress. AKRF has also been requested to provide certain services to the City, as outlined below, which generally include preparing a summary of existing conditions for certain subject areas, preparing and participating in public engagement around those subject areas, preparing high-level recommendations for those subject areas, and supporting the environmental review of the Plan pursuant to the NY State Environmental Quality Review Act (SEQRA).¹ As you know, AKRF is a regional leader in providing planning and environmental review services for both private and public-sector clients.

This proposal describes AKRF’s scope of services, including the preparation of certain materials in support of the development of the Comprehensive Plan as well as SEQRA related services. AKRF proposes to provide the Client with the specific services set forth in the “Scope of Services,” compensation for which shall be in accordance with the “Fee Schedule” included as **Table A**. We look forward to working with City officials and staff, the Comprehensive Plan consulting team, and the residents of the City on completing this important effort.

¹ With respect to the City’s prior efforts to prepare a Comprehensive Plan, AKRF understands that the City terminated a prior contract for a separate consultant to prepare a Comprehensive Plan. AKRF was a party to a subcontract agreement through the City’s prime contract with respect to the provision of certain services. This proposal, and any resulting contract therefrom, is separate from AKRF’s previous subcontract and the City’s prior prime contract. This proposal includes a distinct Scope of Services that would be provided directly to the City of Mount Vernon. The Scope of Services proposed is in recognition of the new and expanded scope of work desired by the City in relation to the preparation of a Comprehensive Plan.

Sincerely,
AKRF, Inc.



Peter Feroe, AICP
Vice President | Planning & Land Development

**Table A
Fee Schedule**

Task	Fee	Billing Type ¹
1000: Kick-off Meeting	\$1,000 \$500	LS
1010: Bi-Weekly Meetings (20)	\$7,500 \$5,000	TM
1100: Council-Mayoral Updates (4)	\$4,500 \$2,000	LS
2020: Community Engagement Plan & Survey	\$3,000 \$2,500	LS
2030: Community Conversations (6)	\$6,000 \$4,000	TM
2070: City-Wide Public Meetings-Hearings	\$5,000	TM
3200: Taking Stock (Ch 2)	\$15,000 \$12,500	LS
3500: Core Concepts (Ch 5)	\$5,000 \$3,000	LS
3503: Safe & Equitable Mobility (Ch 5)	\$15,000 \$12,000	LS
3504: Traffic & Parking (Ch 5)	\$10,000 \$8,000	LS
3506: Green Space & Connections to Natural Environment (Ch 5)	\$5,000	LS
3508: Public Realm & Streetscapes (Ch 5)	\$7,500	LS
3509: Resiliency & Sustainability (Ch 5)	\$7,500	LS
3900: Comprehensive Plan General Review & Support	\$5,000 \$3,000	LS
4100: FEAF & Supplementary Narrative	\$15,000 \$2,000	LS
TOTAL	\$112,000 \$79,500	
LS = Lump Sum TM = Time & Materials. The fee listed for TM phases represents an initial budget allowance. TM phases will be billed based on AKRF's hourly rates.		

Scope of Services

PROJECT MANAGEMENT (1000 series)

TASK 1000: KICK-OFF MEETING

AKRF would prepare for and attend a kick-off meeting with the entire Project Team, including all consultants and PCD. AKRF assumes this is a virtual meeting that is being led by PCD.

AKRF would complete this task for a Lump Sum of ~~\$1,000~~\$500. If this is an in-person meeting, AKRF's would invoice the Client for the actual costs incurred, including those costs greater than the lump sum, based on our rate schedule and the actual effort incurred.

TASK 1010: ~~BI-WEEKLY~~TEAM MEETINGS

During the course of the Project, AKRF would participate in ~~bi-weekly~~periodic conference calls with the City and other Project team members to discuss various aspects of the Project as a whole and to strategize about the completion of the Project. AKRF's effort to prepare for, attend, and follow-up from these meetings would be included in this task. AKRF staff attending meetings or participating in calls and other coordination efforts will be limited to those needed to address the topics to be covered.

AKRF would invoice the City for this effort on a Time & Materials basis in accordance with our established rate schedule. AKRF assumes that its staff will only participate in a total of 20-10 of the bi-weekly~~periodic~~ meetings over the course of the project. AKRF assumes that it would not need to be present at all team calls or meetings. Based on this assumption, AKRF proposes an initial, not-to exceed, budget allowance of ~~\$7,500~~\$5,000 for this Task. Should effort in addition to this amount be required, AKRF would notify the Client in writing.

TASK 1100: COUNCIL AND MAYORAL UPDATES

During the course of the Project, AKRF anticipates participating in four (4) in-person meetings with the City Council and/or Mayor to discuss the Project's progress as well specific Plan topics and/or edits to the document. AKRF would invoice the City for this effort on a Time & Materials basis in accordance with our established rate schedule. Based on this assumption, AKRF proposes an initial, not-to exceed, budget allowance of ~~\$4,500~~\$2,000 for this Task. Should effort in addition to this amount be required, AKRF would notify the Client in writing.

PUBLIC ENGAGEMENT (2000 series)

AKRF understands that the Client has retained the services of a BRS, Inc. to lead public engagement services related to the Comprehensive Plan. Our understanding of the scope associated with the services that BRS will provide is based on their May 17, 2024 proposal, which was last revised on June 4, 2024.

In order to provide the technical scope of services that the Client has requested of AKRF, AKRF must be involved with public engagement process. In general, AKRF would work with BRS, PCD, and the other consultants to frame the information that is needed from the public in order to complete our technical scope. This would include information about existing conditions in the City, issue identification, and potential future changes that are desired. The tasks below detail the various tasks associated with AKRF's public engagement effort and are intended to follow the outline of the tasks in the BRS proposal.

TASK 2020: COMMUNITY ENGAGEMENT PLAN & SURVEY

AKRF would provide support to BRS in their development of the Community Engagement Plan & Survey. Specifically, AKRF would provide BRS with the topics and questions around which public engagement ~~should~~ could be structured for the ~~specific~~ topic areas that AKRF would be leading for the Comprehensive Plan, as identified below. This would include suggested existing condition information as well as feedback on potential recommendations. AKRF anticipates no more than ~~two~~ one rounds of coordination with BRS and PCD on the content provided by AKRF.

AKRF would complete this Task for a Lump Sum of ~~\$3,000~~ \$2,500.

TASK 2030: COMMUNITY CONVERSATIONS

AKRF staff would attend the planned community conversations to participate in and directly receive feedback from the community on the topic areas that AKRF would be leading for the Comprehensive Plan.

AKRF would invoice the City for this effort on a Time & Materials basis in accordance with our established rate schedule. For budgeting purposes, we assume that the community conversations are no more than two hours in length and that up to one or two (2) AKRF staff would attend each five of the six (6) community conversations and would not attend the “industrial”-themed conversation; therefore, AKRF proposes an initial, not-to exceed, budget allowance of ~~\$6,000~~ \$4,000 for this Task. If fewer AKRF staff are required, or if attendance at fewer conversations is determined to be adequate, AKRF would only invoice the City for the effort incurred. Should effort in addition to this amount be required, AKRF would notify the Client in writing.

Please note that AKRF’s principal-in-charge for this Project, Peter Feroe, AICP, will not attend all community conversations. For this Project, a robust team of land use and transportation planners has been assembled and, as such, different staff can be expected to attend different meetings.

TASK 2070: CITY-WIDE PUBLIC MEETINGS

BRS proposed two city-wide public meetings, one virtual and one in-person, near the end of the planning process in order to provide an additional round of feedback on the plan as well as to reflect back the community’s feedback in the final plan. *AKRF assumes that the in-person public meeting will also be the statutorily required City Council public hearing on the Comprehensive Plan.*²

AKRF would help prepare for, provide content for, attend, and present at both City-wide public meetings. AKRF’s effort would focus on the specific topic areas outlined below. AKRF assumes that it would provide content to another City consultant for inclusion into a presentation that they are preparing. We also assume no more than two rounds of revision.

AKRF would invoice the City for this effort on a Time & Materials basis in accordance with our established rate schedule. Based on the assumptions outlined above, AKRF proposes an initial, not-to exceed, budget allowance of \$5,000 for this Task. Should effort in addition to this amount be required, AKRF would notify the Client in writing.

² §28-a.7(a) of NYS General City Law requires that the City Council hold one or more public hearings during the preparation of the plan and, in addition, one or more public hearings prior to adoption of the plan. AKRF assumes that the public hearings conducted for Phase 1 of the Comprehensive Plan will serve as the required hearing during the preparation of the Plan. *AKRF assumes that the in-person, City-wide meeting proposed by BRS at the end of the planning process will serve as the public hearing required prior to adoption of the plan.*

COMPREHENSIVE PLAN PREPARATION (3000 series)

AKRF would assist with the preparation of the Comprehensive Plan. The tasks in this section detail AKRF's effort associated with preparing content for various sections of the Comprehensive Plan. The tasks are organized by the Comprehensive Plan chapters and sub-sections, as prepared by Cleary Consulting. This scope assumes that AKRF would provide content (i.e., text and graphics) to Cleary Consulting, and that Cleary Consulting would be responsible for integrating content from various City Consultants and laying the document out in a single, cohesive design and voice.

TASK 3200: TAKING STOCK (CH2)

AKRF would be the primary author of the "Land Use & Zoning," "Transportation & Mobility," and "Natural Environment" sections of Chapter 2, "Taking Stock," of the Comprehensive Plan.

With respect to Land Use & Zoning, AKRF would utilize the work performed under its prior subcontract with MUD Workshop for Phase I of the Comprehensive Plan. AKRF would build on this work by conducting a deeper dive on the specific use and dimensional requirements of the zoning districts outside of downtown.

With respect to both Transportation and Natural Environment, AKRF would prepare high-level existing conditions for these topics based on desktop research, information provided to AKRF from City staff and officials, and information provided by BRS to AKRF as the "findings" of the public engagement work.

AKRF assumes that MUD Workshop will have released the City to utilize the existing conditions data on these topics that was provided to the City, in draft form, during Phase I of the Comprehensive Plan. Should this information not be available to utilize in the Comprehensive Plan, AKRF would provide the City with an additional scope and budget that will be required to build these sections without the benefit of the prior work.

AKRF would complete this Task for a Lump Sum of ~~\$15,000~~ \$12,500. This cost assumes that AKRF would respond to up to two rounds of consolidated comments from PCD and the Project Team and one round of comments from the City Council. Additional rounds of review and revision will be invoiced on a Time & Materials basis in accordance with our rate schedule.

TASK 3500: CORE CONCEPTS (CH5)

AKRF would provide support to the primary authors of various sections in Chapter 5, "Core Concepts," of the Comprehensive Plan. (The sections for which AKRF would be the primary author are listed below, together with a specific scope and budget.) AKRF anticipates co-authoring the following sections: "Neighborhood Diversity and Inclusion" and "Reliable and Modern Infrastructure." With respect to Neighborhood Diversity & Inclusion, AKRF would evaluate the zoning recommendations prepared as part of Phase I of the Comprehensive Plan, and the public engagement concerning land uses and neighborhoods conducted by BRS, in order to identify common zoning-level themes for advancing this goal. With respect to Infrastructure, AKRF would obtain from the City information on known electric and gas system conditions, needs, and planned projects. AKRF would summarize this information in the Plan, together with information gained by desktop research on overall utility system upgrades and trends. AKRF would identify potential strategies for strengthening the utilities within the City, particularly in light of the State's climate goals.

In addition to co-authoring those sections, AKRF would also provide support to Cleary Consulting and Pattern for Progress in the drafting and internal revisions of the other sections of the "Core Concepts" chapter. This support would be focused on integrating the recommendations from the areas for which AKRF is the primary consultant, into the other sections and recommendations of the document.

AKRF would complete this Task for a Lump Sum of ~~\$5,000~~ \$3,000.

TASKS 3503 AND 3504: SAFE & EQUITABLE MOBILITY; TRAFFIC & PARKING (CH5)

AKRF would prepare the Safe & Equitable Mobility and Traffic and Parking sections of the updated Comprehensive Plan. This would include a high-level review of the existing transportation infrastructure, including the roadways, public parking, public transit, sidewalks, bicycle lanes, and crash history. AKRF would also conduct a walking audit of up to ~~four~~three half-mile corridors in the City of Mount Vernon with City Staff and other stakeholders to identify transportation deficiencies in the existing transportation infrastructure. AKRF would review the City's off-street parking requirements for new developments, expanding on our review of multifamily residential parking requirements completed in Phase 1 of the Plan, to identify potential changes that the City could explore to meet the goals set forth in the other sections of the Comprehensive Plan. Based on the findings of the transportation infrastructure review, walking audit, public input, and strategies identified in the other chapters, AKRF would develop a set of recommendations that could be deployed throughout the City to improve transportation and parking infrastructure.

AKRF would complete this task, which includes two sections of the Plan, for a Lump Sum of ~~\$25,000~~\$20,000.

TASK 3506: GREEN SPACE & CONNECTIONS TO THE NATURAL ENVIRONMENT (CH5)

AKRF would be the primary author of the "Green Space & Connections to the Natural Environment" section of Chapter 5, "Core Concepts," of the Comprehensive Plan. AKRF would utilize the work contained in the Downtown Vision report, the other *draft* sections of the Comprehensive Plan provided to the City by MUD Workshop as part of Phase 1, as well as input from the various public engagement sessions.

AKRF would identify high-level, programmatic goals and objectives for enhancing existing, and creating new opportunities for citizens to engage with the natural environment and benefit from natural systems in their everyday life. Recommendations are likely to include relevant best-practices, identifying specific, targeted analyses, and identifying potential funding sources.

AKRF would complete this task for a Lump Sum of \$5,000.

TASK 3508: PUBLIC REALM & STREETSCAPES (CH5)

AKRF would be the ~~co~~primary author of the "Public Realm & Streetscapes" section of Chapter 5, "Core Concepts," of the Comprehensive Plan, ~~together with Cleary Consulting.~~

AKRF would base this section on, and utilize the work contained in, the Downtown Vision report, the other draft sections of the Comprehensive Plan provided to the City by MUD Workshop as part of Phase 1, as well as input from the various public engagement sessions. AKRF's primary original contribution to this section would be an identification of the ways in which the City's zoning and other regulations would need to be amended to allow, facilitate, and encourage the types of streetscapes and public realm improvements that are desired. This task does not include the preparation of design guidelines or standards, nor streetscape designs or standards.

AKRF would complete this task for a Lump Sum of \$7,500.

TASK 3509: RESILIENCY & SUSTAINABILITY (CH5)

AKRF would be the primary author of the "Resiliency & Sustainability" section of Chapter 5, "Core Concepts," of the Comprehensive Plan. AKRF would utilize the work contained in the Downtown Vision report, as well as the other *draft* sections of the Comprehensive Plan provided to the City by MUD Workshop as well as input from the various public engagement sessions.

AKRF would identify high-level, programmatic goals and objectives for enhancing the sustainability and resiliency of the City. Some of the recommendations included in this section would be drawn from other substantive sections of the Plan, while other recommendations would be drawn from best practices and the results of the public engagement.

AKRF would complete this task for a Lump Sum of \$7,500.

TASK 3900: COMPREHENSIVE PLAN GENERAL REVIEW AND SUPPORT

AKRF would support and review, as necessary, internal drafts of the Chapters of the Comprehensive Plan for which it is not the primary author. This includes the “Introduction,” “Building a Vision,” “Placemaking,” and “Implementation.” AKRF’s review and support of these chapters would ensure consistency and continuity with respect to the technical areas for which it is responsible, as well as assist in providing an integrated and unified plan.

AKRF would complete this task for a Lump Sum of ~~\$5,000~~ \$3,000.

SEQRA SERVICES SCOPE OF WORK (4000 series)**TASK 4100: FEAF & SUPPLEMENTARY NARRATIVE**

AKRF understands that the Client intends to pursue a Negative Declaration of Environmental significance pursuant to the NY State Environmental Quality Review Act (SEQRA) based primarily on the fact that the City intends that the Comprehensive Plan include only high-level goals and recommendations and will not include specific zoning or other programmatic changes. Instead, the City acknowledges that specific zoning, programmatic, and physical changes considered by the Comprehensive Plan would be subject to their own SEQRA review at the time they are being considered for implementation.

AKRF understands that Zarin & Steinmetz would prepare Parts 1, 2, and 3 of the Full Environmental Assessment Form (FEAF), as required for adoption of a Comprehensive Plan, which is a Type 1 action under SEQRA.

AKRF would be available to provide **limited, qualitative** assistance to Zarin & Steinmetz with respect to their preparation of the Negative Declaration. AKRF proposes a limited, initial allowance of \$2,000, which we would bill on a Time & Material basis. If AKRF’s assistance is not needed, we would not utilize this allowance. If the City requires assistance from AKRF in addition to this amount, AKRF would request additional authorization from the City and would wait for approval of that authorization before performing additional work. also prepare a *limited* supplementary narrative that would accompany the FEAF and serve as the basis for the Negative Declaration. The narrative would be based, in large part, on the text of the draft Comprehensive Plan and would document, at a high level, the potential benefits and impacts of the various proposed policies, the alternative policies considered, and the significant public outreach undertaken as part of the Plan process.

Note that this task does not include detailed, quantified, analyses of various environmental topics. As the Comprehensive Plan is anticipated to contain high-level recommendations that require further formulation into specific proposals to implement, detailed and quantitative analyses of topics, such as traffic, are not required and would not be instructive. Further, AKRF understands that for the same reason stated above, the Plan is not anticipated to contain a “build-out” that would estimate changes in population based on plan recommendations.

AKRF would prepare the FEAF and supplementary narrative for a Lump Sum of \$15,000. This cost assumes AKRF would revise the documents based on two rounds of consolidated comments from PCD and other consultants and one round of review from the City Council and Mayor. Additional rounds of revision would be billed on a Time & Materials basis. This cost does NOT include the preparation of resolution documents adopting the Negative Declaration or the Plan itself. *

For Time & Materials tasks, AKRF would invoice the City based on our hourly rates.

AKRF, Inc. HOURLY BILLING RATES

AKRF Hourly Rate Schedule	
Employee Category	Hourly Rate
Senior Officer	\$255
Officer	\$245
Senior Technical Director	\$230
Technical Director	\$215
Senior Professional	\$195
Professional II	\$160
Professional I	\$150
Technical II	\$140
Technical I	\$115
Notes: Out of pocket expenses will be billed at actual cost. These rates are effective through December 31, 2024.	