



Rome, New York

Request for Proposals

Creating a New Waterfront Village Along the Erie Canal



Department of Community
and Economic Development

198 North Washington Street
Rome, NY 13440-5815

romenewyork.com

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Invitation from the Mayor

Thank you for taking the time to review this exciting and transformational development opportunity in the City of Rome. Our beautiful city is currently experiencing an economic and cultural renaissance, bringing new demand for waterfront living and recreation. The Griffiss Business and Technology Park is home to nearly 80 businesses and 5,800 employees, in addition to being only 12 minutes from the newly built Quad C micro chip plant at SUNY Polytechnic Institute in Marcy, NY. Rome is home to rich cultural attractions including the Capitol Theatre, Artristree Gallery, the Rome Art and Community Center, and a new 28,000 square foot expansion of the Mohawk Valley Community College Culinary Arts Center on Floyd Avenue.

Redevelopment of the Waterfront Village Site is an opportunity to create a destination along the historic Erie Canal, offering residents and visitors an unrivaled waterfront experience. The 15.28-acre site is currently available for redevelopment and perfectly positioned to create a unique destination, a true waterfront village offering access to the canal and a mix of residential and commercial uses. We are seeking to collaborate with an innovative development team to help create a vibrant and inviting waterfront for residents and visitors.

Regards,
Joseph R Fusco Jr.
Mayor



Project Background & Overview

The City of Rome is requesting proposals from qualified developers to redevelop an area known as the Waterfront Village, an 15.28-acre site located south of Downtown Rome with frontage on the Mohawk River and the Erie Canal. Identified as a catalyst redevelopment site in the City's recently completed *Revitalization Strategy for Downtown Rome*, the site is well-positioned to become a unique, mixed-use destination for residents and visitors. To that end, the City is seeking a qualified development team and partner to redevelop the site with a mix of residential and commercial uses, recreational opportunities, and public access to the Canal.

The *Revitalization Strategy for the Downtown Rome BOA* identifies the Waterfront Village as a strategic site within a larger, 40-acre subarea. The subarea is envisioned to be "a unique destination where the sights and sounds of the Erie Canal offer residents and visitors an unrivaled waterfront experience." As the residential and commercial hub of the subarea, the Waterfront Village will play a critical role in revitalizing the entire area. The vision plan identifies single-family housing inland and mixed-use structures along the waterfront that are 2-4 stories in height with residential uses on the upper stories and commercial uses below.



A copy of the *Revitalization Strategy for the Downtown Rome BOA - Waterfront Village Subarea Plan* is attached to this RFP.

The Erie Canal and Bellamy Harbor Park

The Waterfront Village site is located along the historic Erie Canal, an important asset for the City and a key feature of redevelopment envisioned at the Waterfront Village site. Constructed in 1825, the Erie Canal system extends over 520 miles from Lake Erie to the Hudson river. The Canal today is owned and operated by the New York State Canal Corporation, a subsidiary of the New York State Thruway Authority. Visitors from all over the world visit the Canal and enjoy its recreational opportunities. Boaters, hikers, bicyclists, and motorists explore the Canal, travel the Erie Canal Heritage Trail, and visit the many Canal-side destinations and historical attractions along the length of the corridor. The Erie Canalway Trail attracts over 1.6 million visits per year, contributing over \$300 million to the upstate economy.¹ In

¹ *Economic Impact of the Erie Canalway Trail, Parks and Trails New York, 2014*

addition to the trail itself, the Canal system as a whole has significant economic impacts within the state, spurring millions of dollars in real estate development. Research indicates that the Canal system continues to play a substantial role in attracting new investment, including large-scale mixed-use redevelopment projects throughout the state.²

Bellamy Harbor Park is a regional/community park located off of East Whitesboro Street, just east of the Waterfront Village Site. It offers residents and visitors a variety of recreational facilities, including a boat landing and launch, accessible kayak launch, fishing dock, navigation center with restrooms/showers, picnic area, pedestrian bridge, and a promenade walkway along the Canal. The Waterfront Village Site is well positioned to capitalize on its proximity to Bellamy Harbor Park by strengthening connections to existing facilities and opening up new locations for users to access the waterfront.

Building on Past Success

Redevelopment the Waterfront Village Site is part of a long-term revitalization strategy that is many years in the making. For over a decade, the City of Rome has been actively designing, planning, and implementing projects that enhance the waterfront and leverage existing assets along the Erie Canal, to continue building an attractive destination for visitors and residents alike. Since 2007, more than \$25 million in public and private investment has been made in the Downtown Rome BOA. Examples include the restoration of the Grand Hotel, brownfield remediation along the Erie Canal and Risen Foods Bakery.



² New York State Canal Corporation Report on Economic Benefits of Non-Tourism Use of the NYS Canal System, 2014

Market Studies Supporting Redevelopment

In support of this project, the City has completed two economic studies (attached), which identify fiscal impacts and market opportunities for residential development on the site:

Economic and Fiscal Impact Analysis for a waterfront development estimates the fiscal and economic impacts of residential development at the Waterfront Village Site. The study explored three mixed-use development scenarios, concluding that the project could provide between 7 and 13 net new jobs and sufficient net tax revenues to allow the City to issue municipal bonds (approximately \$997,000 to \$1,049,000) for the purpose of financing infrastructure.

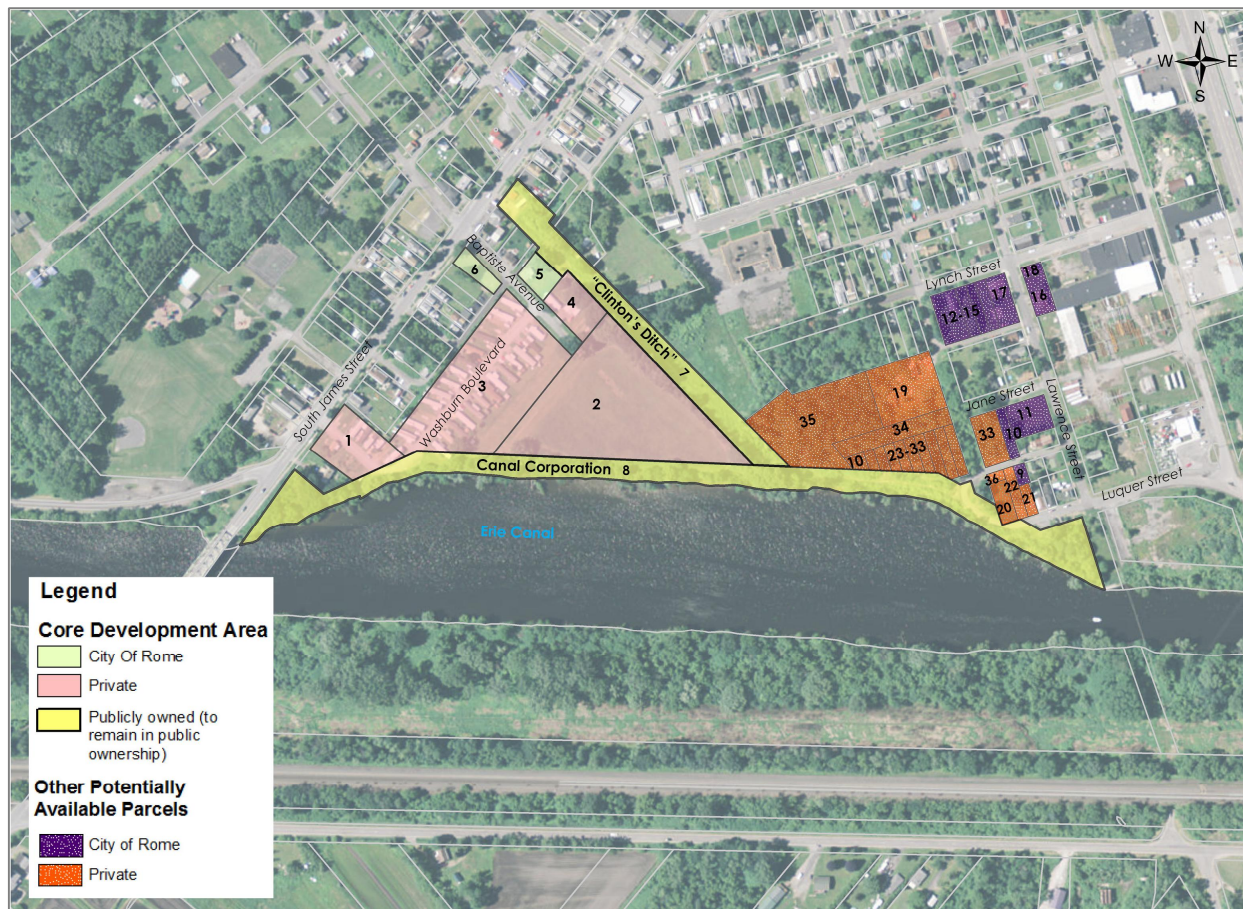
Rental Housing Market Summary Report calculates the demand for rental housing at the Waterfront Village Site, concluding that the market could potentially support a total of 220 rental units at the site (approximately 50 units per year).

Site Details

The 15.28-acre Waterfront Village Site is located in the southwest corner of the Downtown Rome BOA study area, east of the South James Street Bridge and directly abutting the north shore of the Erie Canal. The overall site is made up of 36 parcels (illustrated below). For the purpose of this RFP, the site is divided into two subareas: (1) Core Development Area and (2) Other Potentially Available Parcels. The table on the next page describes each parcel in more detail, including its parcel number, address, ownership status, and current land use.

The lands identified as the former “Clinton’s Ditch” and Canal Corporation parcels are considered part of the site, but will remain in public ownership. The table below includes summary information for the parcels included in the Waterfront Village Site.

Map 1. Waterfront Village Site



Source: City of Rome Parcel Data, Bergmann Associates

Core Development Area

	Map #	Parcel ID	Address	Acres	SF	Ownership	Land use
Privately-owned parcels included in \$750k sale price	1	242.018-1-46	733 S. James	0.69	30,090	Private	Residential
	2	242.073-1-19	Baptiste	3.66	159,472	Private	Vacant
	3	242.073-1-20	102 Baptiste	2.87	125,220	Private	Residential
	4	242.073-1-21	Baptiste	0.43	18,738	Private	Residential
Publicly-owned parcels (purchase price to be negotiated)	5	242.073-1-22	111 Baptiste	0.22	9,510	City Of Rome	Residential
	6	242.073-1-25	703 S. James	0.17	7,390	City Of Rome	Vacant
Publicly-owned parcels to remain in public ownership	7	242.073-1-18	N/A (Clinton's Ditch)	1.85	80,586	City Of Rome	Vacant
	8	242.000-1-30	N/A (waterfront)	n/a	n/a	NYS Canal Corporation	Vacant
			Subtotal	9.89	431,006		

Other Properties Potentially Available

	Map #	Parcel ID	Address	Acres	SF	Ownership	Land use
Publicly-owned parcels (purchase price to be negotiated)	9	242.082-1-17	108-12 Davis	0.05	2,103	City of Rome	Vacant
	10	242.082-1-12	307 Jane	0.10	4,284	City of Rome	Vacant
	11	242.082-1-13	602 Lawrence	0.27	11,892	City of Rome	Vacant
	12	242.074-2-31	311 Lynch	0.26	11,139	City of Rome	Residential
	13	242.074-2-30	309 Lynch	0.11	4,705	City of Rome	Vacant
	14	242.074-2-29	307 Lynch	0.10	4,257	City of Rome	Vacant
	15	242.074-2-28	305 Lynch	0.10	4,535	City of Rome	Vacant
	16	242.074-2-25.1	505 Lawrence	0.16	6,853	City of Rome	Service Station
	17	242.074-2-26	500 Lawrence	0.20	8,794	City of Rome	Playground
	18	242.074-2-25.2	501 Lawrence	0.05	2,185	City of Rome	Residential
Privately-owned parcels (purchase price to be negotiated)	19	242.074-2-36	314-24 Jane	0.76	32,966	Private	Residential
	20	242.082-1-19	112-14 Luquer	0.14	6,045	Private	Vacant
	21	242.082-1-21	108 Luquer	0.06	2,780	Private	Vacant
	22	242.082-1-20	110 Luquer	0.11	4,615	Private	Vacant
	23	242.082-1-1	333 Jane	0.05	2,369	Private	Vacant
	24	242.082-1-2	331 Jane	0.04	1,783	Private	Vacant
	25	242.082-1-3	329 Jane	0.05	2,141	Private	Vacant
	26	242.082-1-4	327 Jane	0.06	2,445	Private	Vacant
	27	242.082-1-5	325 Jane	0.06	2,743	Private	Vacant
	28	242.082-1-6	323 Jane	0.08	3,332	Private	Vacant
	29	242.082-1-9	317 Jane	0.08	3,384	Private	Vacant
	30	242.082-1-8	319 Jane	0.09	4,021	Private	Vacant
	31	242.082-1-10	315 Jane	0.10	4,511	Private	Vacant
	32	242.082-1-10	315 Jane	0.10	4,372	Private	Vacant
	33	242.082-1-11	309-11 Jane	0.27	11,615	Private	Vacant
	34	242.073-2-73	Jane	0.39	17,047	Private	Vacant
	35	242.073-2-72	338 Jane	1.52	66,353	Private	Vacant
	36	242.082-1-18	Davis	0.03	1,463	Private	Vacant
			Subtotal	5.39	234,733		

Incentives

State of New York Funding for Waterfront Village Engineering Study

The City has pursued funding to offset the costs of redevelopment at the Harborway site and recently received a \$1.6 million 50/50 matching grant through the Department of State's Local Waterfront Revitalization Program. The grant will fund 50% (up to \$800,000) of the costs of an engineering study that will identify physical connections and public access to the Canal.

This grant represents a significant financial contribution, covering half of the cost of pre-development work needed to advance engineering, design, and site development.³ The study will entail planning and design for roads, infrastructure, a new bulkhead and expansion of the canal to provide improved physical connections and public access to the water and Canalway Trail.

As part of this project, the NYS Canal Corporation is willing to discuss planning and design for excavating a channel perpendicular to the canal to form an inner harbor that will be approximately 500 feet long. This will greatly increase docking capacity, improve pedestrian circulation, and better accommodate the Canalway Trail. When constructed, these improvements are intended to enhance recreational opportunities and support mixed-use redevelopment at the site.

The selected development team should include a qualified engineering firm to complete the study as part of the overall development project. The grant requirements stipulate that the engineering study must be complete by April 30, 2016. The required deliverables for the Waterfront Village engineering study will be final design and construction documents for new roads, public infrastructure, a new bulkhead, and rewatering of the Canal.

Please note: The complete Department of State Program Work Plan for the Engineering Study ("Harborway on the Erie Canal") is attached to this RFP. All proposals should reference Tasks 6 – 13 in that scope of work.

Oneida County Industrial Development Agency and City of Rome Incentives

The project may be eligible for incentives provided by the Oneida County Industrial Development Agency (OCIDA), including a Payment in Lieu of Taxes (PILOT), Sales Tax Exemption, and Mortgage Recording Tax Exemption. In addition, the project may be eligible for incentives provided by the City of Rome, including the Commercial, Business or Industrial Property Exemption (485b) and the New Construction Tax Exemption (485i). More information about these incentives can be found at:

<http://www.oneidacountyida.org/>

<http://www.romenewyork.com/>

³ The total budget, and grant award amount, with the 50/50 match is \$1.6 million. The City expects that the selected developer will be responsible for contributing the 50% local match, up to \$800,000.

Costs

The City has received funding to help pay for the costs of design and development at the Waterfront Village Site. In addition, the City will contribute other resources to defray the overall cost of development. Responsibilities for cost-sharing are summarized below:

Developer

The selected developer will be responsible for the following costs:

Site acquisition. The selected developer will be responsible for the following site acquisition costs:

- All privately-owned parcels within the site (summarized in the table above).
 - Parcels 1 through 4 are being offered as a package at a minimum price of \$750,000.
 - Parcels 19 through 36 are available for purchase at a price to be negotiated.
- Publicly-owned parcels will be offered to the selected developer at a negotiated price (Clinton's Ditch and Canal Corporation parcels will remain in public ownership)

50% local match for engineering study. The selected developer will be responsible for the 50% local match portion of the Waterfront Village engineering study. The local match amount is \$800,000. (This will be combined with an additional \$800,000 provided through the LWRP, making the total budget for the engineering study approximately \$1.6 million.)

City of Rome/State of New York LWRP

The City of Rome, with funding provided by the LWRP 50/50 match grant, will be responsible for 50% of the cost of the engineering study (up to \$800,000).



Development Concepts to be Addressed in the Proposal

The City is soliciting proposals from developers for an innovative redevelopment project, creating a vibrant, mixed-used waterfront village that takes advantage of its canalfront location and proximity to Bellamy Park and the Erie Canalway Heritage Trail.

Development proposals should address the goals, concepts, and recommendations from the *Revitalization Strategy for the Downtown Rome BOA - Waterfront Village Subarea Plan*.

In addition, development proposals should address the following key concepts:

- Vertical mixed-use development (residential unit/commercial space)
- Public access to the waterfront, including incorporation of the Canalway Trail
- Boat slips & docks
- Public event space
- Pedestrian and vehicle wayfinding
- Pedestrian-friendly design features
- Dark sky design principles for outdoor lighting
- Innovative site and architectural design that complements the Erie Canal
- Green site design techniques, including stormwater management energy efficiency techniques.

Project Timeline

Requirements of the LWRP 50/50 matching grant stipulate that the engineering study must be completed by April 30, 2016.

Submission Requirements

Letter of Intent

Please submit a letter of intent summarizing the development team's interest and approach for redeveloping the site.

Development Entity

Please identify the development team for this project. Include the following information:

- Identify the legal entity that will complete site acquisition, design, and development of the project. Please note the name, street address, mailing address, phone number, email address, website (if applicable). Specify the type of organization (i.e. corporation, LLC, joint venture, etc.)
- Identify lead persons within the entity who have the authority to represent and make legally binding commitments for the entity;
- Identify all officers, partners, owners, shareholders, and members of the development entity by name, title, and distribution of ownership;
- Identify all other members of the development team, including consultants (planning, engineering, architectural, economic, financial, legal) and indicate the role of each in this project;
- Include resumes of key individuals.

Development Plan

All submissions should include a written description of the development plan for the site, including the developer's general approach and overall vision for the project. Describe the proposed development process, timeline, expected roles, and how the project will support the City's objectives.

Please include the following information:

- Conceptual level site plan
- Note the approximate square footage by use, including total number of residential units and total square feet of commercial space;
- Identify anticipated site access locations
- Phases of development illustrated on the plan
- Describe the expected design and construction schedule;
- Discussion of how the responder will complete Tasks 6-13 of the Department of State Engineering Study Program Work Plan for the "Harborway on the Erie Canal."
- Any other information necessary to describe the proposed development plan.

Relevant Experience

Please include descriptions of comparable projects that the developer or members of the development team have completed. Comparable project information should include the following:

- Name of client
- Project title and location
- Development costs
- Description of the project, including size, mix of uses, types of tenants;

- Description of services provided for the project;
- Development timeline

Development Cost and Financial Capability

Proposals should include a description of potential development costs as well as any information necessary to demonstrate the proposer's access to equity capital and financing resources.

Selection Criteria

The City of Rome will evaluate each qualified proposal according to the criteria listed below. Developers whose proposals meet the minimum requirements may be asked to make a presentation to the City of Rome Common Council for its consideration. This is a qualifications based selection process and the recommendation will be based on, but not limited to, the following factors:

- Quality of proposal and development approach;
- Quality of design and creativity;
- Experience and credentials of developers and development teams;
- Demonstrated ability with comparable projects;
- Proven capability to complete projects in a timely and professional manner.

Supplemental Information

Tour of the Waterfront Village Redevelopment Site

The City of Rome extends an invitation for potential development teams to visit the site. City staff will be on-site to answer questions. All visits will be made by appointment only on August 10, 2015. Please contact Dennis Gillen, Department of Community and Economic Development: dgillen@romecitygov.com

Submission Deadline

Please submit all proposals to:

City of Rome
City Clerk
RE: Waterfront Village RFP
198 North Washington Street
Rome, New York 13440-5815
Submittal Date/Time: August 27, 2015 at 4:00 pm

Quantity of Proposals

Please submit one electronic copy of the proposal on a CD or thumb drive and 3 paper copies of the proposal in a sealed envelope. Submissions must be time stamped by the Rome City Clerk. Electronic submissions will not be accepted.

Selection Schedule

Request for Proposals Mailed – July 27, 2015

Site Visit and Q&A – August 10, 2015

Questions about the RFP Due - August 14, 2015

Proposals Due Date – August 27, 2015

Selection Committee Reviews Submissions – August 27 - September 2, 2015

Developer Presentations to Committee (if required) – September 4, 2015

Notification of Selected Consultants– July 26, 2105 September 7, 2015

Award of Contract

The City reserves the right to reject any and all proposals submitted, to request clarification or additional information, and to waive any irregularity in the proposal as long as City procedures remain consistent with the Department of State Local Waterfront Revitalization grant program (LWRP) and any other appropriate procurement procedures. Formal interviews may be conducted.

The City also reserves the right to negotiate an agreement with the developer that presents a proposal, which, in the sole judgment of the City, best demonstrates the goals and objectives desired by the City. This Request for Proposal does not represent a commitment on the part of the City to enter into an agreement.

Resolution of Disputes

The developer's failure to comply with the provisions of their agreement shall constitute a default. In the event that the developer is in default for cause under the terms of such agreement, the City shall have no obligation or duty to reimburse/compensate the developer for any work performed after the date of default and can terminate this agreement immediately by written notice to the developer. If such failure by the developer to make progress in the performance for work hereunder arises out of causes beyond the developer's control, and without fault or negligence of the developer, it shall not be considered a default.

If the City determines that the developer is in default in the performance of any of the terms or conditions of their agreement, he/she shall cause to be served upon the developer a written notice of the default. The developer shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the developer fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of the contract, to terminate the contact without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under the contract.

Insurance Requirements

The successful developer shall provide a Certificate of Insurance naming the City as an additional insured, so long as the City maintains ownership of the property and the developer is conducting activities (i.e. due diligence work etc.) on site. Insurance must include the following:

- A. General Liability. Developer shall maintain in full force and affect a general liability insurance policy in an amount not less than \$4,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- B. Automobile Liability. Developer shall maintain in full force and affect a policy of automobile liability insurance in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

C. Professional Liability. Developer shall maintain in full force and effect professional liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from developer's activities, whether such operations are by developer or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than \$2,000,000 on a claims-made annual aggregate basis.

D. The City, its officers, officials, employees and volunteers are to be named as additional insured on the developer's general liability and automobile liability insurance policies.

E. Developer's general liability and automobile liability insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of developer's insurance and shall not contribute with it.

F. Worker's Compensation

- In the event the policy is canceled prior to the completion of developer's activities and the developer does not furnish a new Certificate of Insurance prior to cancellation, the City may obtain the required insurance and deduct the premium(s) from monies due to the developer.
- If the policy is a claims made policy, the policy shall contain language providing coverage up to six (6) months following the completion of the activities in order to provide insurance coverage for the hold harmless provisions herein.

G. As used above, the term "developer" includes the developer, and its officers, Agents or employees.

Indemnification

As long as the City/property owner maintains ownership of the property and the developer is conducting activities (i.e. due diligence work etc.) on site:

A. Contractor agrees to save harmless and to indemnify the City/property owner from every claim or demand which may be made for any injury or death, or damage to property caused by developer in the performance of this contract.

B. Such duty shall be irrespective of the date upon which the claim or demand is asserted.

C. If any judgment is rendered against the City/property owner for any injury, death or damage caused by developer under the agreement, developer shall, at his own expense, satisfy and discharge any judgment.

D. None of the foregoing paragraphs shall be applicable if the injury, death or damage is caused solely by the City's/property owner's negligence.

E. Developer agrees that it shall immediately notify City/property owner and developer's insurance carriers of any incident occurring during performance of activities which may result in a claim of liability.

F. As used above, the term "City" means the City of Rome, or its officers, agents or employees.

G. As used above, the term "developer" includes developer and developer's officers, agents or employees.

H. As used above, the term "Property owner" means the owner of the privately owned subject property.

Assignment

Any agreement resulting from this RFP and any amendments or supplements thereto shall not be assignable by the successful proposer either voluntarily or by operation of law, without the written approval of the City, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

Contact Information

All questions regarding this RFP should be directed via email to the Dennis Gillen, Department of Community and Economic Development: dgillen@romecitygov.com

Attachments

- *Revitalization Strategy for the Downtown Rome BOA* Strategic Site Overview Map
- Waterfront Village Subarea Plan (excerpt from the *Revitalization Strategy for the Downtown Rome BOA*)
- Proposed Housing Development Economic and Fiscal Impact Analysis, 2013
- Rome Rental Housing Market Summary Report, 2014
- Department of State Engineering Study Scope of Work ("Harborway on the Erie Canal")