

ONONDAGA COUNTY

DEPARTMENT OF WATER ENVIRONMENT PROTECTION

<http://www.ongov.net>

<http://savetherain.us>

REQUEST FOR PROPOSAL

**Engineering and Construction Phase Services for the Wastewater Pump Station/Force
Main for Industrial Sources in the Town of Dewitt**

PROPOSAL DUE DATE: June 26, 2019, 3:00 P.M.

May 13, 2019

RFP NUMBER 19-3330-003

Save the Rain 

**ONONDAGA COUNTY REQUEST FOR PROPOSAL
TABLE OF CONTENTS**

1. Introduction & Instructions Including Procurement Schedule, Submission Requirements, and Proposal Requirements.
2. Onondaga County Green and Sustainable Practices.
3. Proposal Submittal.
4. Proposal Questions and Contact Person for all Questions and Proposal Communications.
5. Reimbursement/Prohibition of Gifts
6. General Contract Provisions.
7. Scope of Services.
8. Proposal Evaluation Methodology.

VISION

To be a respected leader in wastewater treatment, storm water management, and the protection of our environment using state-of-the-art, innovative technologies and sound scientific principles as our guide.

MISSION

To protect and improve the water environment of Onondaga County in a cost-effective manner ensuring the health and sustainability of our community and economy.

CORE VALUES

*Excellence
Teamwork
Honesty
Innovation
Cost-Effectiveness
Safety*

1. INTRODUCTION AND INSTRUCTIONS

1.1. Introduction

Onondaga County Department of Water Environment Protection (County) is soliciting proposals for professional engineering design and construction phase services for the siting of a new sanitary sewage pump station and accompanying new sanitary sewer force main. The project includes the construction of a new modular pump station and force main to convey flows from the Ultra Dairy and Fulton Boiler industrial facilities to a manhole located downstream on the Franklin Park Trunk, off of Route 298 by the Kinne Street intersection.

1.2. RFP Certification

Pursuant to the provisions of New York State General Municipal Law, the Onondaga County Division of Purchase has determined that the services required are not subject to competitive bidding under the professional service exemption. Onondaga County purchasing rules require selection of services through a Request for Proposal process.

1.3. Schedule of Events

The schedule of events set out herein represents the County of Onondaga's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be sent out as an official, written addendum prior to the closing date of this RFP. After the close of the RFP, the County reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, contract award, and the contract term on an as-needed basis with or without notice.

Release Date:	05/13/19	Proposal Submission Deadline:	06/26/19
Pre-Proposal Meeting:	05/21/19	Expected Award Date:	08/07/19
Final Date for Submission of Questions:	05/29/19	Expected Contract Start Date:	08/08/19
Addendum Answering all Questions Issued by County: (Posted on our website at www.ongov.net/wep/rfp.html)	06/12/19		

1.4. Submission of Proposals

1.4.1. Sealed proposals, (one [1] original, one [1] copy and one [1] electronic copy), shall be submitted to the Department of Water Environment Protection (WEP), Attention: Melanie Vilardi, 650 Hiawatha Boulevard West, Syracuse, New York 13204-1194 not later than June 26, 2019, 3:00 p.m. EST. Note: Packages not containing the required number of copies will be rejected.

1.4.2. Adobe PDF is the preferred format for electronic submissions. Disable all security features in the PDF document. For instance, do not password protect the document, and do not mark Content Extraction or Copying as "not allowed."

1.4.2.1. Try to keep the number of files submitted to one or two files.

1.4.2.2. Do not use these characters in a file name: \ / : * ? < > [] & \$, | () @.

1.4.2.3. Do not submit files in .zip or compressed format.

1.4.3. All submissions are to be marked "Engineering and Construction Phase Services for the Wastewater Pump Station/Force Main for Industrial Sources in the Town of Dewitt, RFP No. 19-3330-003." A separate transmittal letter shall accompany the submissions which will, upon receipt, be date and time stamped by WEP. Proposals will remain sealed until the submission deadline date has expired, after which the "opening committee" will verify the proposals were properly receive and opened.

1.4.4. No proposal will be considered which is not accompanied by pricing as requested and signed by an authorized official of the firm. Note: Packages not containing the required number of copies will be rejected.

1.4.5. Proposals must be received on or before the time and date specified. Proposals received after the time specified will not be considered and will be returned unopened.

1.4.6. Proposal information is restricted and not publicly available until after the award of the contract by Onondaga County.

1.4.7. Responses to this RFP may require that potential vendors include corporate information that is proprietary. This may include patent pending materials, internal operational material, or other materials, that, if released to the public would damage the firm. All RFP materials are subject to the Federal and State Freedom of Information Laws, unless marked in advance as proprietary. You may NOT protect the entire RFP response or the pricing pages as proprietary. Should a request be filed to view the RFP responses, all material marked proprietary will be redacted. Should additional justification be required to protect a section, it will be the vendor's responsibility to qualify the section under the proprietary exemption. The Onondaga County Law Department reserves the right to release sections which as a matter of law do not meet the standard to be exempted, regardless of how they were marked by the vendor.

1.5. Modifications or Withdrawal of Proposal

A proposal that is in the possession of the Department of Water Environment Protection may be altered by a letter bearing the signature or name of the authorized person, provided it is received prior to the date and time of the opening. Facsimile, telephone, or verbal alterations will not be accepted. A proposal that is in the possession of the Department of Water Environment Protection may be withdrawn by the vendor up to the time of the opening. Failure of the successful vendor to furnish the service awarded as a result of this advertisement shall eliminate the vendor from the active vendors list for a period of time as determined by the purchasing director.

1.6. Proposal Requirements

1.6.1. Technical Proposal

The technical portion of the proposal shall, as a minimum, include the following:

1.6.1.1. Your understanding of the project scope and specific issues. This should correspond to the tasks outlined in the Scope of Services.

- 1.6.1.2. Your approach to the project and any recommended variations from the scope of the project and professional services as presented therein.
- 1.6.1.3. A project schedule showing as a minimum, completion of final design and completion of construction. Where applicable, a sequence of construction schedule is to be provided.
- 1.6.1.4. A project organization chart identifying the make-up of your team and identifying the officer responsible for the project, project manager, other key staff, and their involvement on the project.
- 1.6.1.5. Resumes for the individuals identified on the organization chart indicating their name, title, reporting office location, project assignment, and relevant experience.
- 1.6.1.6. A listing of similar projects of this type and scope which your responsible officer has successfully completed as prime Consultant within the past five (5) years, briefly describing the project scope, owner, and total cost. Inclusion of project references is encouraged. Similarly, list projects of this type and scope which the project manager has completed in the past three (3) years.
- 1.6.1.7. The name and involvement of any subcontractor or subcontractors to be utilized on the project.
- 1.6.1.8. Where applicable, a list of anticipated engineering drawings for this project.
- 1.6.1.9. Completed and signed compliance page.

1.6.2 Fee Proposal

The fee portion of your proposal shall include the following:

- 1.6.2.1. The total cost to the County for completing all the services identified in this RFP, including all services performed by others and reimbursable direct expenses. The method of payment to be utilized will be actual wage rates times a multiplier, plus the cost of direct expenses and services by others, if any. The multiplier for actual wages is not to exceed 3.10. Lesser fee multipliers for construction related services are encouraged.
- 1.6.2.2. A total fee for each of the project tasks identified in the Scope of Work of the RFP shall be clearly labeled, including all services by others and reimbursable expenses.
- 1.6.2.3. A detailed cost breakdown for each of the project tasks defined in this RFP, resource assignments/titles, estimated hours for each title for completion of each task, total man hours per task, average wage rates for each title, total task completion cost, services by others, and reimbursable direct expenses.

- 1.6.2.4. A description and cost of all reimbursable direct expenses and the amount of markup, if any. Be advised that meals are not reimbursable expenses under this project.
- 1.6.2.5. A detailed description and cost breakdown of services by others and the markup to be applied, if any. The breakdown shall be as indicated above. The mark-up for services provided by others is not to exceed 1.05, with a not-to-exceed mark up for services in excess of \$100,000 of 1.03.
- 1.6.2.6. Fee multipliers for wages are to be clearly and separately shown. The fee multiplier for services is at the proposer's discretion; however, it shall not exceed 3.10.
- 1.6.2.7. Completed Fee Proposal Summary Sheet (Attachment).

1.7 Award and Contract Information

- 1.7.1 Onondaga County encourages its contractors to make every good faith effort to promote and assist in the participation of New York State Certified Minority and Women-Owned Business Enterprises (M/WBE) as subcontractors and suppliers. MWBE and EEO compliance and participation will be a priority in evaluating responses to this RFP.

Onondaga County requires all respondents to this RFP for professional services: 1) to be a certified MWBE prime contractor, or 2) to subcontract services and/or purchase supplies from an MWBE partner (or MWBE partners) sufficient so that not less than 30% of the total value of the work and supplies purchased by the County from your company, or, if such 30% requirement is unattainable, to submit a written explanation for why the 30% requirement is unattainable, along with a description of any attempted efforts to meet the 30% requirement. The County will consider M/WBE contractors that have applied for New York State Certification. Onondaga County will consider on a case by case basis City of Syracuse or other M/WBE certifications your company has attained.

- 1.7.2 The Vendor also agrees that should this firm be awarded a contract, Vendor shall not discriminate against any person who performs work hereunder because of age, race, color, sex, creed, sexual orientation, national origin, or disability.
- 1.7.3 The vendor expressly warrants to the County that it has the ability and expertise to perform its responsibilities hereunder, and in so doing shall use the highest standards of professional workmanship.
- 1.7.4 Onondaga County reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part if deemed to be in the best interest of the County to do so.
- 1.7.5 The successful vendor will be required to enter into and sign a formal contract with the County with reasonable adjustments acceptable to the County. This RFP and the response of the successful vendor will become a part of the contract and will be in effect for the duration

of the contract period. The contract language will control over any language contained within this RFP that conflict with the signed and fully executed contract.

- 1.7.6 The successful vendor shall comply with the Americans with Disabilities Act.
- 1.7.7 Onondaga County will make this contract available to all municipalities, subject to eligibility under state law. Contracted vendors can provide substantially the same goods and services under the same terms and conditions detailed in the RFP, provided local law permits and the requesting municipality makes its own payment arrangements. The vendor may not increase the price on the contract but may negotiate a reduction. Onondaga County is not responsible for determining a municipality's ability to piggyback, and that right is reserved exclusively to local counsel. Although extension of the contract to additional municipalities is optional for the vendor, providing this service is a priority for the County.
- 1.7.8 By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief each proposer is not on the list created as a person engaging in investment activities in Iran in accordance with section 165-a of the state finance law.

1.8 Preparation of Proposal

- 1.8.1 No proposal will be considered which modifies, in any manner, any of the provisions, specifications or minimum requirements set forth in the Request for Proposal.
- 1.8.2 In case of error in the extension of prices in the proposal, unit prices will govern.
- 1.8.3 Vendors are expected to examine special provisions, specifications, schedules, and instructions included in this request. Failure to do so will be at the vendor's risk.
- 1.8.4 Failure to respond (i.e. submission of a proposal, or notice in writing that you are unable to offer but wish to remain on the active mailing list) to request for proposals will be understood by Onondaga County to indicate a lack of interest and will result in the removal of the firm's name from the applicable mailing list.

2. ONONDAGA COUNTY GREEN AND SUSTAINABLE PRACTICES

Sustainable Practices

It is the goal of Onondaga County to limit its carbon footprint, reduce its use of scarce resources and energy, and the environmental impact of its activities through its carbon calculator by achieving one percent each year over the next 25 years. If Contractor participates in any sustainable practices such as, but not limited to, alternative fuels in Contractor vehicles, recyclable materials used in advertising, or sustainable features at any support facility, please include them here for consideration. County may consider high priority sustainability solutions through products or services of the contractor after reviewing full and compliant responses to inquiries made in the RFP.

3. PROPOSAL SUBMITTAL

3.1. Original Proposal

The complete proposal must be submitted in a sealed package with one (1) original, one (1) copy and one (1) electronic copy, prior to the opening date and time. All proposals shall be marked "Engineering and construction Phase Services for the Wastewater Pump Station/Force Main for Industrial Sources in the Town of Dewitt, RFP# 19-3330-003." Vendors shall include all documents necessary to support their proposal in the sealed package. Vendors shall submit an accompanying, separate cover letter referencing the attachment(s). Vendors shall be responsible for the delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

3.2. Proposal Format

Proposals must be typed or printed on 8 1/2 x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed with tabs delineating each section. Pages must be sequentially numbered within major document sections, which are clearly defined below. Sales materials or brochures, if submitted, must be in a separately bound appendix. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

3.2.1. Cover Page:

3.2.1.1. Full proposal name and number.

3.2.1.2. Submission date and time.

3.2.1.3. Prime Contractor name (vendor who is responsible), address, telephone, fax, and email)

3.2.2. Table of Contents:

All items listed in proposal format in the sequence listed.

3.2.3. Executive Summary:

3.2.3.1. Summarize understanding of the scope of the RFP (project).

3.2.3.2. Explain how your solution or approach addresses the requirements provided in this RFP.

3.2.3.3 Provide a summary or overview of each proposed solution for each corresponding component of Scope of Work offered in this proposal.

3.2.3.4 State exceptions and omissions to stated requirements.

3.2.3.5 Summarize any assumptions (made by the vendor) in order to adequately respond to the requirements of this RFP.

3.2.3.6 Summarize all resources, assumed or expected, to be provided by Onondaga County. This summary should clearly identify what the Vendor expects or anticipates by way of County personnel or resources. This is to be summarized by component.

3.2.3.7 Summarize any value-added concepts to benefit the County, suggested by the proposer which may not have been specified in the RFP.

3.2.4. Compliance Statement:

State agreement with all general provisions, special provisions, equipment, standard of performance, and reliability.

3.2.5 Project Coordination and Scheduling:

Provide a work plan with start date, duration, and physical requirements; to be provided for each component if proposed separately.

3.2.6. Price Proposal Sheets:

Proposal must contain all applicable price sheets in a clear format and in detail as prepared by the proposer as well as the fee proposal summary sheets as provided herein.

3.2.7. Vendor Responsibilities:

3.2.7.1. Proposal certification, verification, and signature. Proposals not signed by an authorized officer of the vendor's organization will be eliminated; refer to signature page herein.

3.2.7.2. It is the sole responsibility of the PROPOSER to assure that they have received the entire Request for Proposal. Proposal and any addenda may be secured by contacting the Department of Water Environment Protection's designated contact person (Section 4.2).

3.3 Sealing and Receipt

All submissions are to be sealed and marked "Engineering and Construction Phase Services for the Wastewater Pump Station/Force Main for Industrial Sources in the Town of Dewitt, RFP No. 19-3330-003". A separate transmittal letter shall accompany the submissions, which will be date and time stamped by WEP upon receipt. Proposals will remain sealed until after the submission deadline has expired, after which the "opening committee" will verify that the proposals were properly received and opened.

4. QUESTIONS

4.1 During the period between the earliest notice of the RFP to vendors and the contract award, no County employee can accept oral, written, or electronic contact from vendors regarding the procurement, except as authorized in Section 4 of the RFP. All proposals will remain sealed until after the submission deadline.

4.2 All questions regarding the RFP must be submitted either in via email or in writing to:

MelanieVilardi@ongov.net

Melanie Vilardi

Onondaga County Department of Water Environment Protection

650 Hiawatha Boulevard West

Syracuse, New York 13204-1194

4.3. Questions may also be directed to Melanie Vilardi by email at MelanieVilardi@ongov.net. All questions must be received by the date listed in Section 1.3 (Schedule of Events) of this RFP. Proposers are advised not to contact or lobby any other persons other than the contact person listed during the procurement period. Inappropriate contact may result in removal of the proposer from this and future procurements.

5. REIMBURSEMENT/GIFTS

5.1 Denial of Reimbursement

The County will not reimburse vendors for any costs associated with the preparation and submittal of any proposal or for any travel and/or per diem costs that are incurred.

5.2 Gratuity Prohibition

Vendors shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the County for the purpose of influencing consideration of this proposal.

6. GENERAL PROVISIONS

6.1 Hold Harmless, Defense, and Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County of Onondaga, and any person for whose acts or omissions County is legally responsible (County's Person) against and from:

any claim that County of County's Person is legally liable for damages arising from injury to person or property which occurred during the performance of this agreement or in connection with or collateral to this agreement and was caused in whole or in part by the culpable conduct of Engineer or any person for whose acts or omissions Contractor is legally responsible (Engineer's Person) or any subcontractor of Engineer (Engineer's Subcontractor) or any person for whose acts or omissions Engineer's Subcontractor is legally responsible (Subcontractor's Person); and

any reasonable and necessary expense, cost, or fee, including attorney's fee, incurred by County in County's defending County of County's Person against or incident to any claim that County or County's Person is legally liable for damages arising from injury to person or property which occurred during the performance of this agreement or in connection with or collateral to this agreement and was caused in whole or in part by the culpable conduct of Engineer or Engineer's Person or Engineer's or Subcontractor's Person; and

any damages for which County or County's Person is legally liable arising from injury to person or property which occurred during the performance of this agreement or in connection with or collateral to this agreement and was caused in whole or in part by the culpable conduct of Engineer or Engineer's Person or Engineer's Subcontractor or Subcontractor's Person.

6.2 Liability Insurance

Contractor shall obtain, from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A. M. Best Company, Inc. financial strength rating of A- or better and an A. M. Best Company, Inc. financial size category of XV, personal injury liability insurance, as personal injury liability insurance is defined by New York State's Insurance Law § 1113 9a) (14), covering and applying to

legal liability of the insured for damages, and to loss, damage, or expense incident to a claim of such liability, arising out of the death or injury of any person or out of injury to the economic interests of any person as the result of negligence in the rendering expert, fiduciary, or professional service or out of the loss or destruction of or damage to property, that occurs in the performance of, or in connection with, or collateral to, this agreement.

Engineer shall obtain the personal injury liability insurance and the property damage liability insurance by insurance contract or contracts, as insurance contract is defined by New York State's Insurance Law § 1101 (a) (1), specified and described in this agreement. Each insurance contract shall name Engineer as the insured in its declarations. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to name, make and add County as additional insured so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of the County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to County, as primary to, and not seek contribution from, any other insurance available to County by any other insurance contract naming County as the insured. Each insurance contract shall be endorsed by the insurer to obligate the insurer to give County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to County's Department of Law, John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, NY 13202. Each insurance contract shall be approved and accepted by County.

Engineer shall obtain these insurance contracts:

Commercial general liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, however arising, in a minimum amount of <\$1 million> for each occurrence of, and in a minimum amount of <\$2 million> for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Automobile liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the ownership, maintenance, or use of any motor vehicle, as motor vehicle is defined by New York State's Vehicle and Traffic Law § 125, in a minimum amount of <\$1 million> for each occurrence of, and in a minimum amount of <\$2 million> for any aggregate of occurrences of, death or injury of any person, or injury to the

economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Umbrella liability insurance contract that obligates the insurer to provide personal injury liability insurance and property damage liability insurance, in excess of that personal injury liability insurance and property damage liability insurance provided by any commercial general liability insurance contract, automobile liability insurance contract, and professional liability insurance contract required by this agreement, in a minimum amount of \$5 million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Engineer shall deliver to County's Department of Law, before this agreement may be made or performed, and from time to time as is reasonable, as evidence that Engineer has obtained the insurance as required by this agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Engineer and copies of the declarations of each insurance contract referred to in the form certificate of insurance. At the request of County, Engineer shall deliver to County's Department of Law a copy of any insurance contract required by this agreement.

6.3 Workers' Compensation and Disability Benefits

This agreement shall be void and of no effect unless Engineer and other person or entity making or performing this agreement shall secure compensation for the benefit of, and keep insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

Engineer shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Engineer, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Engineer's delivering to County's Department of Law that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Engineer, and other person or entity making or performing this agreement, has secured compensation, as workers' compensation insurance,

for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Engineer, and other person or entity making or performing this agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Engineer, and other person or entity making or performing this agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Engineer, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5. Board form DB-120.1, subscribed by the insurer, showing that Engineer, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Engineer, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Engineer, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.4 Assignment

Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or Contractor's right, title, or interest in this agreement or Contractor's power to execute this agreement to any other person or entity without the previous consent in writing of the County.

6.5 Independent Contractor

Contractor is an independent contractor. Neither Contractor, nor Contractor's officers, employees, agents, or servants shall hold themselves out as, or claim to be, officers, employees, agents, or servants of the County.

6.6 Conflict of Interest

At the time Contractor submits a proposal, bid or if no bid is submitted, prior to performing any services under this agreement, Engineer shall deliver to County's Department of Law the attached affidavit certifying that Engineer has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to County. The affidavit shall further state that in rendering services to the County, no persons having any such interest shall be employed by Engineer. Engineer assumes full responsibility for knowing whether Engineer's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to the County.

During the course of performing services for the County, Engineer shall disclose immediately to the County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Engineer, Engineer's officers, Engineer's employees, Engineer's agents, and Engineer's servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and Engineer's failure to comply with these provisions affords the County the right to pursue any and all remedies for breach of agreement. In the event of an apparent or actual conflict of interest during the course of performance, Engineer shall suspend all work and services, and County's payments to Engineer shall be suspended pending final approval by County or County's Board of Ethics. If the conflict cannot be resolved to the satisfaction of the County, County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Engineer, and Engineer shall disclose the same. Engineer shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project. Engineer shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than County for work on the project to which this agreement pertains. If applicable, Engineer shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest of Engineer's officers, Engineer's employees, Engineer's agents, or Engineer's servants shall be deemed a conflict of interest of Engineer, giving rise to the duty to disclose.

Engineer shall not disclose any data, facts, or information concerning services performed for County or obtained while performing such services, except as authorized by County in writing or as may be required by law.

6.7 Account Representative

The successful Vendor shall appoint, by name, a company representative who shall be responsible for servicing this account. The appointed representative shall be responsible to provide the services required to insure that the account would be administered in an organized systematic manner.

6.8 Responsiveness

Vendors are expected to examine specifications, schedules, and instructions included in the package. Failure to do so will be at the Vendor's risk.

6.9 Effective Dates of Proposal

All terms, conditions and costs quoted in the Vendor's response will be binding on the vendor for 180 days from the last date to submit the proposal.

6.10 Advertising Award

The successful Vendor must receive written approval from the County before advertising the award of the contract or the services to be provided under the contract. The Vendor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the County.

6.11 Beginning Work

The successful Vendor will not commence any work, which could be billed, until a valid contract has been executed between the Vendor and the County.

6.12 Statement of Assumptions

The Vendor will clearly describe any assumptions made (by them) in order to successfully complete the proposal. These assumptions include, but are not limited to, any assumptions that Onondaga County will provide space, people, materials, and other resources, etc.

6.13 Contract

The contract between the County and the Vendor shall include:

- The Request for Proposal (RFP) and any amendments thereto and the proposal submitted by the Contractor in response to the RFP. In the event of a conflict in language between the RFP and the proposal, the provisions and requirements set forth and/or referenced in the RFP shall govern. Onondaga County reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Contractor's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

6.14 Extensions and Amendment

Contract will be for one (1) year with four (4) possible one (1) year extensions requiring mutual consent of the County and the Vendor. In performing the Contract, both parties agree to comply with all applicable state, federal, and local laws, rules, and regulations.

6.15 Replacement Contract

In the event a replacement contract is required but not issued, any contract let and awarded hereto under by the County may be extended unilaterally by the County, for an additional period of one month, upon notice to the contractor, with the same terms and conditions as the original contract. With the concurrence of the vendor, this extension may be for a period of up to three months; however, the extension terminates should the replacement contract be issued in the interim. The County reserves the right to unilaterally extend such contract for an additional period of one month, upon notice to the contractor, with the same terms and conditions as the original contract. With the concurrence of the vendor, this extension may be for a period of up to three months.

6.16 Audit

The County or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

6.17 Ownership of Documents/Work Product

It is agreed that all finished or unfinished documents, data, or reports, prepared by Contractor under the Contract shall be considered the property of the County, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the County, will be turned over to the County.

6.18 Proprietary Information

All RFP materials are subject to a Freedom of Information Request under the New York State Public Officers Law. If any request is received regarding this RFP, you will be afforded the opportunity to submit justification to exempt any section you have identified in your proposal as proprietary. The County will not accept any request by a potential vendor to declare the whole RFP response as proprietary, or to declare any pricing pages as proprietary. The County reserves the right to determine whether the proposal will be released in whole or in part.

6.19 Appropriations

This agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.

6.20 Funding

Onondaga County warrants that the funds are available during the current fiscal period, and that the County shall use its best efforts to obtain funds to make payments in each subsequent fiscal period through the end of the contract term. If a funding request to the Legislative body--for any part of the contract term--is denied, the County may terminate the contract on the last day of the fiscal period for which funds have been appropriated.

7. SCOPE OF SERVICES

7.1 Introduction – Project Background

The County is planning to construct a new sanitary sewage pump station and accompanying new sanitary sewage force main to tie-into the existing Franklin Park Trunk Sewer along Route 298, just west of the Kinne Street intersection. The existing town/city collection sewers and the Franklin Park trunk sewer serving the industrial park located east of Fly Road have insufficient capacity to accommodate the projected peak wastewater flows between 1 and 2 million gallons per day (mgd). In addition to capacity concerns, Fulton boiler batch discharges effluent up to 150°F, and Ultra Dairy continuously discharges processed milk byproduct which generally contains milk fat. The upstream portions of the Franklin Park Trunk Sewer are undersized at 10-inch inner diameter, and were not designed to accommodate both the residential flows and industrial flows of this magnitude and nature. Effluent from both facilities has introduced new operational concerns, increasing blockages and maintenance on the above mention sewers to a level that is not practicable. The County would like to re-route

the industrial flows to a portion of the Franklin Park Trunk Sewer that will be able to accommodate the desired flow rates. Attachment "B" (Arcadis Technical Memorandum: Ultra Dairy Facility Conceptual Routing Evaluation for New Sewer) shows A site plan of the area in question, as well as a figure of alternate alignments.

7.2. Services to be Provided

The Engineer shall perform final design and construction phase services required for the following tasks associated with the Wastewater Pump Station and Force Main. The design, where applicable, shall meet the minimum requirements established in the Recommended Standards for Wastewater Facilities (10 State Standards) and, where not in conflict with 10 States Standards, the requirements of New England Interstate Water Pollution Control Commission (NEIWPCC) Guide for the Design of Wastewater Treatment Works (TR-16). Also, reference the Onondaga County Water Environment Protection Pump Station Standards, found at http://static.ongov.net/WEP/ReferenceDocuments/PSFinal_12-20-16.pdf. In addition, the Engineer shall complete the design in accordance with all applicable codes (National Electric Code, NYS Uniform Fire Prevention and Building Code, NYS Mechanical Code, etc.) and standards (National Fire Protection Association, Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities, etc.). The Engineer shall include green and sustainable recommendations where warranted, while focusing on value-added and innovative solutions as part of this design. Please be sure to include energy efficiency considerations during design.

Upon termination of the contract for whatever reason, the Engineer shall provide, as may be required by the County, all project documents and information to conclude work under the project.

7.3. Kick Off Meeting

Following the notice to proceed, the Engineer shall conduct a project kick-off meeting with County personnel and other affected or interested government agencies. At this meeting, project contacts, responsibilities, scope of work, document distribution, project schedule, and requirements shall be discussed and agreed upon. The meeting shall be attended by at least two (2) of the Engineer's personnel who will be directly involved in the project. Assume that meetings will last two (2) hours. The Engineer shall prepare and distribute minutes of the meeting within ten (10) days of the meeting.

7.3.1. Review Background Information

The Engineer shall review background information, including, but not limited to, the following:

- Available and applicable contract or record drawings
- Available analytical and flow monitoring data, if applicable
- Operations and maintenance data
- The Ultra Dairy Facility Conceptual Routing Evaluation for New Sewer technical memorandum (Attachment "B")
- Other information necessary to perform the scope of services described herein

7.3.2. Wastewater Pump Station and Force Main Design

The industrial park is located in the Town of Dewitt. In the current configuration, both industrial facilities' effluent is discharged into the 10" inner diameter Fly Road gravity sewer. The Fly Road Gravity Sewer ultimately flows into the Franklin Park Trunk sewer. Wastewater conveyed by these sewers is treated at the METRO Wastewater Treatment Plant.

Based on the report entitled "Ultra Dairy Facility Conceptual Routing Evaluation for New Sewer" prepared by Arcadis (April, 2018), the County will have the Engineer proceed with the final design based on alternative 'A.' However, the Engineer shall fully evaluate the alternative to ensure that it meets future development pressure, capacity demands, as well as chemical resistance and temperature tolerance requirements, and provide the most efficient operation of the pump station. The Arcadis report is enclosed as Attachment "B." Consideration should be given to the following items during the design of the new pump station and accompanying force main:

- Excavate for/install pre-cast concrete wet well and tie in of industry laterals
- Installation of modular duplex, self-priming suction lift pump (NOT submersible)
- Pump enclosure shall be heated in order to protect all above ground components (pumps, piping, discharge valve, pump motor controls, backup power unit etc.).
- Additional 'courtesy' outlets (minimum of two) to run maintenance equipment and space heaters (if necessary) during the winter months.
- Pumps and associated force main to be sized for a peak flow of approximately 2 mgd (1,400 gpm)
- Pump station shall be designed to minimize the amount of grease buildup and facilitate inspection, cleaning, and maintenance. Options for grease dispersion may include (but are not limited to):
 - o Aeration/Bubbler system
 - o Venturi-type FOG dispersion
 - o Chopper-type pumps
 - o Bioaugmentation additives
- If possible, pumps with grease/debris tolerance would be preferable
- The engineer shall design an analysis and design for cleaning/cleanout locations
- The engineer shall include a design for a pig launch within the pump station
- The engineer shall include odor control as part of the pump station design
- A backup power/backup pumping system shall be required
- Force main material must be capable of withstanding continuous flow temperatures of at least 150 degrees Fahrenheit.
- Considerations should be made to prevent the migration and solidification of grease down stream
 - o High wet well water temperatures may prevent grease from coagulating in the wet well and may therefore convey them down stream where they will coagulate, causing blockages.
- There shall be 4 road crossings and 1 railroad spur crossing:
 - o Benedict Road
 - o Fly Road
 - o Hammersmith Drive
 - o Kinne Street
 - o Railroad spur adjacent to Wells Drive

- Soil borings shall be required at each of the above locations prior to jack and bore/horizontal directional drilling efforts. Please reference section 7.2.5 for additional requirements regarding soil borings and geotechnical analysis.
- The assumed force main alignment will require approximately 1,800 linear feet of easement acquisition.
- The proposed force main alignment is approximately 7,830 linear feet
- It is assumed that a 12-inch outer diameter (10-inch inner diameter) force main will be utilized
- Ingress and egress shall be considered when designing/selecting modular pump station structure.

7.3.3. Wastewater Pump Station and Force Main General Design Concept

Per the County, the resulting wastewater from Fulton Boiler could result in wastewater temperatures of up to 150 degrees Fahrenheit (F); therefore, due to the potentially high wastewater temperatures, a traditional submersible pump station would not be suitable for this application. According to Attachment “B” it is recommended that the Engineer utilizes a duplex, self-priming suction lift pump station with a weatherproof enclosure to convey the flows from the industries to the downstream Franklin Park Trunk Sewer. The duplex pump station would include a precast concrete wet well tied with the industry gravity laterals/collection sewers, an aboveground heated enclosure which would house the pumps, piping, discharge valves and pump motor controls. Manufacturer’s information on the proposed pump station is included in Attachment “B”.

The pumps would be sized for a peak flow of approximately 2 mgd or 1,400 gallons per minute (each pump with one pump acting as a standby unit).

During the site reconnaissance, Arcadis identified a potential location for the pump station located within a grassed area at the east end of Benedict Road and adjacent to the town/city collection sewer situated between the Ultra Dairy and Fulton Boiler buildings. The site is located within the Benedict Road right-of-way and west of the I-481 right-of-way. Refer to Photo No. 4 in Attachment “B”. There appears to be three phase electrical power (via existing poles) adjacent to this site. The required design to accomplish the tasks requested herein shall include (but are not limited by) the following:

- Geotechnical evaluation of the pipe installation
- Full constructability review including support of excavation
- NYSDEC review and response to design comments
- Bypass plan development
- Wetlands disturbance permitting
- Air relief stations
- Alternatives analysis pipe size, valves, materials, etc.
- Life-cycle information
- Cost estimation
- Hydraulic modeling
- Locations for flushing and pigging

The Engineer shall provide PS and force main Facility Operation and Maintenance manual deliverables which shall include how the new pump station and force main are to be used, along with a theory of operation including proposed valves and how they will operate. The engineer is also required to identify any potential impacts on the current infrastructure and replacement needs. Finally, design the installation of pressure transmitters and pump discharges on the force mains and connecting them to SCADA.

7.3.4. Survey and Right of Way

Easements are in place for the existing gravity sewers. However, new easements will need to be established to accommodate the new pump station and accompanying force main. The engineer shall be responsible for the surveying and mapping of these easements. The county will be responsible for execution of the easements. Having accurate survey data will be paramount to the success of this project. For that reason, the county is asking that the Engineer obtain a minimum of 3 quotes from professional engineers to survey and verify force main alignment, right of way takings, and pump station facility foot print and its relationship to the Ultra Dairy campus.

7.3.5. Geotechnical Testing

Soil testing may be required, specifically in the vicinity of roadway and railroad crossings, and the shoulders of Rt. 298 and Kinne Street. Sanders Creek flows adjacent to a portion of the Franklin Park sewer and, as a result, the soil conditions in this area tend to be saturated and weak. A minimum of 1 soil boring per road crossing and a minimum of 3 soil borings in the shoulders of Route 298 and Kinne Street shall be completed. A minimum of 2 borings every 500 feet shall be completed along the proposed alignment of the force main.

For proposal development purposes, include an allowance of \$60,000 for boring and addressing adverse soil conditions.

Due to potentially weak soils along the drainage swale and adjacent to Kinne Street and Route 298, an allowance of \$75,000 shall be included for the design of structural pipe support if necessary.

7.3.6. SCADA Programming and Instrumentation Design

The Department is transferring the responsibility of controls integration and programming from the construction contractor to the engineering consultant. Rather than schematic level design, the Engineer shall prepare fabrication-level panel design drawings, which in the past have been prepared by the construction contractor's panel manufacturer. This provides the Department with greater control over panel content and layout and reduces change order potential and associated schedule delays.

The Engineer shall provide SCADA services such that all the equipment installed for the project functions in accordance with design intent and WEP operational goals and needs to facilitate the related modifications as noted below. The Engineer shall be responsible for ensuring the new equipment is compatible with the existing SCADA programming.

As such, the Engineer shall perform the following SCADA design and programming tasks:

- An inspection of the existing PLC panel, I/O, and associated equipment of the PLC panel where the connections will be made within the Benedict Road Pump Station to verify as-built documents provided by the County and determine required modifications to allow connection of the new equipment.
- Design of all required connections, conduits, conductors, and supports as needed to provide monitoring of the new pump station equipment.
- Design to monitor all Benedict Road Pump Station assets that have a digital input/output and analog input/output.
- Programming modifications required for the monitoring of the new pump station equipment, include the programming of all non-OEM PLCs.
- Programming will include all work to modify existing SCADA screens, including development of Cimplicity HMI graphics or modifications to existing graphics required to allow monitoring. Examples of the existing screens are included in Appendix A-F of the below mentioned WEP SCADA Standards..
- Add Local control screens to allow more precise monitoring of equipment.
- Incorporation of alarms and status for new pump station equipment. Alarms, at a minimum, shall include:
 - o Wet well level and pumps
 - o Power and emergency power
 - o Wet well temperature too high
 - o Grease buildup/blockage (sonar/optical sensors?)
 - o Pump station over-pressure
 - o Influent and effluent flow metering (alarm when there's a discrepancy between flow rates).
- In addition to alarms for high temperature and grease coagulation, it may be desirable for these alarms to shut down the pump station in order to prevent damage to the pumps and force main.
- Provide drawings indicating the required SCADA connections between the existing equipment and new equipment.
- Complete a point-by-point inspection of all contractor installed interfaces with SCADA system.

The Engineer shall develop submittal-level panel drawings which are to include process flow diagrams, I/O list, and specifications for panel components. With regards to fabrication-level panel design and P&ID drawings, the following level of detail is required.

- Fabrication-level design drawings shall include the amount of detail required for the Contractor to fabricate the Engineer's panel design without deferring any of the panel design onto the Contractor, including sizing of fuses, circuit breakers, power supplies, UPS, etc.
- Fabrication-level designs are required for new PLC-based control panels programmed by Engineer, existing PLC-based control panels modified and programmed by the Engineer, and other non-PLC-based control panels, such as remote chemical fill panels.

- The Engineer's panel design shall acknowledge and coordinate new PLC control panels provided and programmed by the OEM.

Individual design drawings for each designed panel shall include the following:

- Panel Arrangement and Bill of Materials Drawing(s) - Illustrating scaled layouts of the subpanel and exterior enclosure and Bill of Materials for all components complete with manufacturer, complete model numbers, and quantities of each component.
- Power Distribution Drawing(s) illustrating the distribution of AC and DC circuits, fusing and disconnects, and all consumers of AC and DC power.
- For PLC Enclosures - Wiring diagrams for each PLC input and/or output module with no more than two (2) I/O modules detailed per drawing.
- "Typical" drawings are not acceptable in a fabrication-level design drawing package.
- P&IDs are required illustrating all new and modified processes including tag numbers assigned in coordination with the Owner.
- Consideration shall be taken such that electrical interference that could potentially interrupt cellular equipment operation is minimized.

SCADA programming and documentation shall be provided by the Engineer prior to system start-up. The Engineer shall document all subsequent changes and submit final programming and revised documentation within ten (10) days of a successful performance period. SCADA shall be implemented in accordance with the department's most current SCADA Standards for Monitoring and Controls which can be found on WEP's website at:

http://static.ongov.net/WEP/ReferenceDocuments/WEP_SCADA_Standardsversion83.pdf

7.4. Twenty-five Percent Design Deliverables and Meetings

In accordance with the dates listed in the project schedule included herein, the Engineer shall conduct a meeting with OCDWEP representatives to evaluate preliminary design documents and/or the list of potential alternatives. For projects involving preliminary engineering evaluations, the 25 percent design deliverable or Basis of Design Report, shall consist of (i) applicable design memorandums and preliminary drawings, fully describing all alternatives evaluated—including associated costs; (ii) logistics of implementation; (iii) advantages and disadvantages; (iv) specific recommendations; (v) other considerations and pertinent factors; and (vi) preliminary or likely list of special inspections. In addition, the Basis of Design report shall be completed in accordance with the guidance provided in Appendix G, Engineering Report Template, of NYS Clean Water State Revolving Fund Intended Use Plan (see www.efc.ny.gov).

The Engineer shall be responsible for preparing a Basis of Design report to the New York State Environmental Facilities Corporation (NYSEFC) and NYSDEC for review and approval. As such, the report must comport with NYSEFC and NYSDEC regulations and guidance. The report will not be distributed until reviewed and approved by this Department.

For proposal development purposes, include an allowance of \$ 15,000 for engineering services related to preparation of the Basis of Design report to the NYSEFC.

- 7.4.1. Five (5) copies of the 25 percent design memorandum/Basis of Design Report shall be submitted to the County in accordance with the project schedule. The inclusion of summary tables within that submission is recommended. After consultation with the Engineer at the 25 percent design review meeting, the County shall select the engineering alternative to be proceeded to final design. The Engineer shall then progress the selected alternatives to the 50 percent design point.
- 7.4.2. At the 25 percent phase, the County reserves the right to evaluate the project status and the design phase services with the further right to discontinue work if funding for additional phases is not forthcoming or seek alternative service providers for continued services, or consider alternative project procurement techniques or methods including design-build or similar procurement process to the fullest extent permitted by law.

7.5. Fifty Percent Design Deliverables and Meetings

- 7.5.1. In accordance with the dates listed in the project schedule included herein, the Engineer shall conduct a meeting with OCDWEP representatives to evaluate the draft 50% design documents. At the 50% design phase the Engineer will provide the proposed SCADA control narrative in a form near complete but for future input of equipment tags and similar details only available upon equipment selection by the construction contractor.
- 7.5.2. Eight (8) copies of the 50 percent plans and specifications shall be submitted to the County in accordance with the project schedule.
- 7.5.3. At the 50 percent design point, the design consultant shall provide a list of three suitable equipment alternatives for each significant project component. Cut sheets with cost estimates for the equipment are also to be provided. This list will be discussed by the WEP project team and design consultant, until an agreement is reached as to what pieces of equipment shall be included in the contract documents with a goal of establishing a final specification offering excellent service and three (3) competitive vendors if at all possible. This equipment list shall be finalized by the submission of the 95 percent review document submittals. Please note the Engineer shall avoid conflicting interests including financial or other considerations, including free engineering designs, from material or equipment suppliers for specifying their product(s). Engineers shall not solicit or accept financial or other valuable considerations, directly or indirectly, from outside suppliers in connection with the work for which they are representing the County.
- 7.5.4. Equipment Selection Technical Memos - The Engineer shall prepare technical (justification) memos for instances in which there are less than three (3) manufacturers specified for major pieces of equipment in the contract documents; to be provided at 50% design point. Where there are three (3) equipment manufacturers and models specified no technical memo is needed.
- 7.5.5. Asset nomenclature contained in all projects shall be reviewed by the owner as part of the 50% submission. For new assets, the nomenclature should follow industry standards with input from the owner. In all cases, a list of new assets, with proposed

nomenclature, shall be submitted for review as part of the 50% submission. The consultant shall incorporate all changes identified by the owner into all aspects of the 95% submission.

7.6. Ninety-five Percent Design Deliverables and Meetings

- 7.6.1. Five (5) copies of the 95 percent plans and specifications shall be submitted to the County in accordance with the project schedule. The Engineer shall conduct a 95 percent design review meeting with OCDWEP personnel to discuss and review the draft final design plans and specifications. Included with the 95 percent plans and specifications, the Engineer shall provide a value schedule for County review. Again, the 95 percent design shall mean that the design is 100 percent complete for review by the County. Following the 95 percent review meeting, the Engineer shall revise the submissions as necessary and submit nine (9) hard copies, and an Adobe PDF, of the final plans and specifications for Regulatory Review.
- 7.6.2. NYS Building Code Compliance Review: While every attempt will be made to incorporate all WEP reviews and comments in the design phase reviews, it may still be required that (if required by occupancy) the Onondaga County Building Code Office reviews for life safety will have to be coordinated and completed after 95% design review and on final drawings. Additionally, for the purpose of proposal development, the Engineer should assume that two (2) staff members involved with the project shall meet with WEP and County Codes representatives for a 2-hr meeting to review the project and address code concerns. This effort shall include, but not be limited to providing Building and Energy Code Worksheets, Tables for Architectural drawings, and general coordination with the Building Code Office, as necessary.
- 7.6.3. Estimated Construction Schedule and Phasing: at the 95% design phase, the Engineer shall provide a comprehensive proposed construction schedule and recommend construction phasing. Address options and alternatives to reduce total construction time, construction costs, process/operation shut-downs, and identify construction phasing and contract milestones. Develop a brief companion memo on recommended liquidated damages to facilitate construction schedule optimization and compliance.

7.7. Final Design

- 7.7.1. The Engineer shall field verify conditions that relate to the project's design.
- 7.7.2. The Engineer shall prepare the final design and contract drawings, specifications and associated documents suitable for bidding the Benedict Road Pump Station and Force Main Project.
- 7.7.3. A final pre-bid Engineer's construction estimate shall be developed for that design. Further, all design services shall meet the requirements of applicable standards. The County reserves the right to require the use of its standard administrative provisions and general specifications in the construction contracts. In addition to tasks otherwise

identified, the Engineer shall provide technical services related to investigating and reviewing existing information.

- 7.7.4. The Engineer shall be responsible for Arc Flash Analysis for all equipment (existing and new) associated with the Benedict Road Pump Station. Please refer to Arc Flash Analysis for New Installations on the website, http://static.ongov.net/WEP/ReferenceDocuments/IE_Arc_Flash_New_Installation_2019-0319.pdf
- 7.7.5. The Engineer shall incorporate a detailed sequence of construction into the contract documents so that the required improvements can be implemented with minimum disruption to residents, traffic patterns, and the surrounding area.
- 7.7.6. The Engineer, upon authorization from the Commissioner or his designee, shall be responsible for developing a scope of services and cost estimate associated with unforeseen engineering services that may be identified during the design process.

For proposed development purposes, include an allowance of \$30,000 for design and construction administration tasks to accommodate unanticipated engineering services.

- 7.7.7. During the Final Design Phase, the Engineer shall conduct at least three (3) design review meetings with County personnel at the approximate 25 percent, 50 percent, and 95 percent points to discuss alternatives, resolve issues, and provide opportunity for County input to the design. Assume at least two (2) Engineer personnel will attend each meeting and that each meeting will last two (2) hours. The Engineer shall prepare and distribute minutes of the meetings within ten (10) days of said meetings.
- 7.7.8. Contract Document Comment Log - The Engineer shall prepare and maintain a log listing all comments received on the project contract documents: to include comment number; comment originator; comment summary; response; and status. The log will be used by the Engineer and WEP to ensure all comments are satisfactorily addressed.
- 7.7.9. Contract Drawings - The Engineer shall prepare contract drawings as virgin files; that is, tiff, pdf, and other similar image types of files are not to be used for backgrounds. The goal is for WEP to be provided with comprehensive and high quality drawings that are clear for all to read and understand. WEP requires a final design upon which it may reliably seek bids and enter into public works construction contracts to serve WEP for the uses intended.

7.8. Permitting, NYSERDA/National Grid Assistance and SEQR

The Engineer shall provide assistance with submitting drawings and specifications, and responding to comments and questions by the NYSDEC, and other regulatory agencies, including NYSDEC Project close-out documents. In addition, the Engineer shall incorporate the required version of the NY State Revolving Fund MWBE/EEO Bid Packet for Construction Contracts into the contract documents.

- 7.8.1. The Engineer shall also be responsible for topographic surveys and borings necessary for completion of the final design and for obtaining appropriate permits related to completion of the project, as highlighted in 7.3.4.
- 7.8.2. It is expected that permit/ROW negotiations with CSX (in regards to the railroad track spur crossing) will be challenging and time consuming. For proposal development purposes, include an allowance of 25,000 for engineering services related to permitting/ROW negotiations with CSX.
- 7.8.3. The Engineer shall provide energy incentive application assistance such that WEP can take full advantage of applicable offerings from National Grid, New York State Energy Research and Development Authority (NYSERDA) - including NYSEDA Program Opportunity Notices. Work to include incentive review, all necessary engineering analysis, and the comparison of existing energy use (for existing equipment, where applicable) to that of various proposed equipment for the project (or energy projections for new equipment). The details and results of that analysis, along with opportunity recommendations, shall be provided to WEP as a separate and distinct deliverable.

Assuming pursuit of incentives, the Engineer shall complete the necessary incentive applications. The Engineer shall work directly with the incentive provider in the supply of information and application process. For the purpose of proposal development, assume that a total of two (2) incentive applications shall be necessary: one (1) for National Grid; and one (1) for NYSEDA. Construction cost estimates shall be prepared in an itemized fashion so as to clearly identify control and equipment cost to be used for incentive application purposes.

Additionally, for the purpose of proposal development, the Engineer should assume that two (2) staff members involved with the project shall meet with WEP representatives for a two (2) hour meeting to review the aforementioned technical memorandum. Assuming incentive approval, WEP shall be responsible for processing the subsequent paperwork.

- 7.8.4. It should be noted that this project is assumed to be a SEQR Type II action by Onondaga County. However, the Engineer shall confirm the SEQR status of this work prior to design.

7.9. Erosion and Sediment Control Plan

It is anticipated that the site disturbance adjacent to multiple bodies of water of this Project will require a formal Stormwater Pollution Prevention Plan (SWPPP). In addition, Erosion and Sediment Control measures shall be developed. The Engineer shall identify erosion and sediment control practices and stormwater management controls in an Erosion and Sediment Control (ESC) Plan including, but not limited to, a site map indicating the location of all practices, an inspection and maintenance plan, construction activity coordination, and a sequence of major activities. The Engineer shall incorporate appropriate measures into the Final Contract Documents and be responsible for all inspections for the SWPPP, per NYSDEC regulations.

7.10. Construction Phase Services

The following tasks shall be conducted as part of the Construction Phase Services. Assume twelve (12) months for the completion of construction. The Engineer will complete all NYS Building Code special inspections, as part of this proposal. The Owner will provide an inspector for oversight on daily construction activities and coordinate with the Engineer.

7.10.1. Provide administrative services including the following:

- Provide administration of the Contract between the County and the Contractor in accordance with the Contract Documents.
- Advise and consult with the County during the Construction Phase Services.
- Make periodic visits to the site to observe the progress and the quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents, the New York State Uniform Fire Prevention and Building Code, Federal handicapped accessibility requirements, ANSI/CABO 92, and the requirements of the NYSDEC;
- The Engineer shall interpret and decide matters concerning performance under and requirements of, the Contract Documents and interpretations and/or decision shall be in writing or in the form of drawings. When making such interpretations and decisions, the Engineer shall endeavor to secure faithful performance by both County and Contractor(s), shall not show partiality to either, and shall not be liable for results of such interpretations or decisions between Contractor and County if rendered in good faith. The Engineer's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- The engineer shall review the Contractors submittal schedule and shall not unreasonably delay or withhold approval.
- Based upon on-site observations, as an experienced and qualified design professional, the Engineer shall review the Contractor's applications for payment, determine the amount owing to the Contractor(s) and approve in writing payment to the Contractor(s) in such amounts based on work progress.

7.10.2. Bid Phase

The Engineer shall provide up to fifteen (15) copies of final contract plans for the project and issue same to prospective bidders, prepare and provide to the Onondaga County Division of Purchase addenda as required during bidding, respond to questions/provide clarification, assist with receipt and evaluation of bids, prepare letter of recommendation and furnish five (5) original conformed copies of the contract documents for execution by the successful bidder(s). The Engineer shall work with County Purchasing Department for all bid coordination.

7.10.3. Pre-bid Meeting

The Engineer shall schedule and conduct a pre-bid meeting to be held at a County determined location. Prepare and issue addenda as required following the meeting. The meeting shall serve as a means to review the project scope and design considerations.

Answers to any questions will be provided in an addendum within 2 weeks following the pre-bid meeting. The Engineer shall prepare written responses to all questions and coordinate with the County Purchasing department to distribute the addenda to all parties within five (5) business days of said meeting.

7.10.4. Job Meetings

Attend regularly scheduled job meetings, progress meetings, pay estimate meetings and coordination meetings. When required by the County, the Project Manager shall be designated to attend these meetings. The Engineer shall provide detailed summaries of same. Assume 1 hour meeting bi-weekly.

7.10.5. Shop Drawings and Samples Review

Prepare and maintain a submittal log identifying all required shop drawings, date received, date responded to, status, and sample submittals. The County may request to review certain submittals concurrently with the Engineer; if not requested, the County will review after the Engineer. The County shall be allotted two (2) weeks for said reviews. For the purpose of proposal development assume that two (2) shop drawing reviews will be required for each piece of equipment. In addition, the Engineer shall respond to all shop drawings and submittals no later than within two (2) weeks of receipt.

The Engineer shall maintain a record of submittals and copies of submittals supplied by the Contractor(s) in accordance with the requirements of the Contract Documents.

7.10.6. Change Orders/Modifications and Claims:

Evaluate proposed modifications to the plans and/or specifications of the PROJECT and evaluate construction claims:

- Provide the County with written recommendations, including clear and supportive justifications, for approval or disapproval of such modifications or claims; and prepare change orders as required by the County.
- The engineer may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to this Contract, the Engineer shall prepare Change Orders and Construction Change Directives for the County's approval and execution in accordance with the Contract Documents.
- The Engineer shall maintain records relative to the changes in the Work.

7.10.7. Request for Information (RFI) Logs and Field Order Logs

Prepare and maintain, for each contract, logs identifying all requests for information received from construction contractors: to include date of RFI; request description; Engineer's response; response date; resolution status - complete or pending; and applicable comments. In addition, prepare and maintain, for each contract, separate logs identifying all Field Orders issued to the contractor: order description, issue date, constructions status (complete or pending), applicable comments, and costs.

7.10.8. Special Inspections

The Engineer shall be responsible for performing all necessary special inspections associated with International Building Code and/or NYS Building Code so as to comply with necessary regulations and ensure project construction was properly executed (constructed as designed, code compliance, etc.,). This responsibility is irrespective of the County's construction inspection role (oversight). The Engineer shall provide summary of the special inspections required at the 100% design submittal. Please note that the County will provide third party services for material testing such as the collection of concrete cylinders for verification of compressive strength and on-site soils compaction testing; higher level materials testing, if deemed necessary by the Engineer, will be the responsibility of the Engineer and shall be included in Proposal Pricing.

7.11. Construction Inspection Services

The Engineer shall provide detailed field inspection of the construction. For the purpose of proposal development, assume the services of one (1) full-time representative for a period of twelve (12) months. The inspection staff shall provide the following services during construction:

- Engineer shall maintain a web-based or cloud based system for records storage and access throughout the project. The system shall allow access for engineer, owner and contractor(s).
- Maintain project records via a system that conforms to industry standards. Observe the work to determine substantial conformance with contract documents, reject or require corrective action be taken for all work which is found to be unacceptable or defective.
- Review documents and submissions by contractors pertaining to scheduling and advise the County as to their acceptability.
- Attend and lead progress meetings and pre-installation meetings. Prepare, maintain, and distribute meeting minutes.
- Arrange for and conduct or witness field, laboratory, or shop tests of construction materials and installations as required by the contract documents; monitor the suitability of materials; interpret the contract documents, measure, compute, and record the quantity of completed work.
- Collect and file chronologically certified payrolls for all prime and subcontractors involved in the project.
- Review and approve Contractor progress payment requisitions.
- Routinely record deviations from contract plans and prepare record drawings.
- In conjunction with County representatives, the Engineer shall perform an inspection of the completed project work approximately one-year after the issuance of the Certificate of Substantial Completion, just prior to the expiration of the contractors warranty period. For sewer infrastructure projects, this shall include a complete video inspection of the installations.
- Provide recommendations for all modifications and field orders. Maintain modification, change and field order logs.

7.12. Construction Close-out

- The Engineer, in the company of the County, shall conduct all official interim and final inspections of the Project for conformance with the Project design concept and compliance with the Contract Documents.
- The Engineer shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor(s) and forward to the County, for the County's review and records, written warranties and related documents required by the Contract documents and assembled by the Contractor(s); and issue a final Certificate for Payment based upon a final inspection indicating that the Work complied with the requirements of the Contract Documents.
- Obtain all guarantees and certifications from the Contractor(s) and deliver the same to the County.
- Certify to the County, in writing, that in the Engineers opinion and to the best of its knowledge the Work is complete and in substantial conformance with the Contract Documents, is operating as intended, and, if applicable, conforms with New York State Uniform Fire Prevention and Building Code (19 N.Y.C.R.R.) except for approved variances; meets all applicable ANSI/CABO 92 standards for acceptance and recommends start of the guarantee period(s); and approve in writing final payment to the Contractor(s).
- When the Work is found to be substantially complete, the Engineer shall inform the County about the balance of the Contract Sum remaining to be paid the Contractor(s), including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- The Engineer shall forward to the County the following information received from the contractor(s): (1) consent of surety or sureties, if any to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the County against liens; and (3) any other documentation required of the Contractor(s) under the Contract Documents.
- Upon request of the County, and prior to the expiration of one year from the date of Substantial Completion, the Engineer shall, without additional compensation, conduct a meeting with the County to review the facility operations and performance.

7.12.1. Start-up Testing

The Engineer will be required to provide the following services at the time of starting up new equipment associated with this project:

- Start-up and initial testing for all new equipment, replacements and/or modifications shall be provided and conducted by a qualified equipment manufacturer's representative. The Engineer shall perform an integrated system test for each installed system. The system test shall consist of operating the system, including all associated instrumentation and controls, through its entire operating range:
 - The Engineer's work for each system shall include the preparation of a report on the results of the system test.
- Provide detailed information regarding pertinent operational settings of all equipment provided under this contract. All start-up/testing and training shall be conducted after receiving an approved O&M manual from the manufacturer's representative.
- A two (2) week advance notice shall be given to the County to coordinate and schedule personnel for training. Training shall be conducted within the 14-day performance

period and shall be split in two equal sessions. A minimum of one (1) half day on-site training shall be provided.

- The Engineer will be responsible for providing two (2) training sessions specifically regarding the SCADA system modifications and improvements. First session will be prior to start-up, and the second session will be after the facility is online. Assume training session will be one (1) hour in length. This deliverable shall include a PowerPoint presentation for County use for future training of new personnel.

7.12.2. Staff Training and O&M Documentation

One of WEP's department goals is staff development: to promote and develop the best team possible. In a continued effort to do so, we plan to expand the training provided as part of construction projects. The training shall be specific to this project and facility as well as being provided by staff component in the field being discussed. Each significant piece of equipment of the project shall be provided with the equipment manufacturers' O&M manual documenting the final equipment set points, warranty information, a copy of the approved submittal, and shall be provided in accordance with section 7.13 and 7.14 of this RFP. The training on the operation of the force main shall be provided by the Engineer.

In addition to the manufacturer's provided O&M documentation, the Engineer shall prepare a PowerPoint presentation or video presentation for the system(s) being designed including a discussion of each significant piece of equipment provided for this project. The training documentation shall outline the theory of operation, maintenance requirements, associated PPE, and safety procedures. All presentations will be recorded and distributed to WEP staff for future use and training sessions.

For proposal development purposes, include an allowance of \$2,500 for Engineer's service related to training.

7.13. Record Drawings

The Engineer shall routinely record deviations from contract plans and prepare record drawings based on site-visits, Owner record measurements, and Contractor provided as-builts drawings. Engineer shall also perform a post-construction survey as necessary and prepare as-built record drawings from required change order information maintained by the resident field inspector and the Contractor.

Record drawings shall show the precise as-built locations of all installed and/or modified work by the contractor. Examples of changes include, but are not limited to, the following:

- Changes in location, elevations of project components and/or equipment.
- Changes in materials (i.e., piping, wiring, etc.).
- Changes in topographical contours of finished earth surfaces and in elevations of finished grades, streets, etc.
- Additions and/or exclusions to project.
- Relocation of underground utilities as a result of interference with project components.
- Modifications made to existing structures made necessary by requirements of work.

- Changes in mechanical trades' components (e.g., electrical, heating, ventilation, and plumbing).
- GPS points of force main piping at each joint and other key design locations.

7.13.1. The Engineer shall refer to Section 7.7.9 regarding instructions and procedures for providing Record Drawings and transmittals to WEP. In addition to a digital submittal, the engineer shall provide up to ten (10) hard copies of certified Record drawings.

7.13.2. In conjunction with County representatives, the Engineer shall perform an inspection of the completed project work approximately one-year after the issuance of the Certificate of Substantial Completion, just prior to the expiration of the contractor's warranty period. For sewer infrastructure projects, this shall include a complete video inspection of the installations.

7.14. Equipment Operation and Maintenance (O&M) Manuals

The Engineer shall provide original equipment manufacturer O&M Manuals to WEP for each piece of equipment installed as part of the project. Four (4) paper copies shall be supplied for each piece of equipment one week prior to the start of the 14-day equipment test period. Each paper copy shall contain a CD or USB drive with an electronic copy of the manual in PDF format. Thereafter, the Engineer shall provide WEP with electronic PDF copies of all Equipment O&M Manuals on the same CD or USB drive supplied for Record Drawings.

7.14.1. Record Drawing and Equipment (O&M) Manual Transmittal Procedures

WEP employs Microsoft Sharepoint® as a document management platform to maintain and organize its Record Drawing and Equipment O&M Manual information. The system is designed to allow various WEP staff to search for Record Drawings and/or O&M Manuals in a variety of ways. WEP has developed Record Drawing and O&M Manual Indexes to facilitate the upload of such information into the SharePoint system. The Engineer shall adhere to the instructions and procedures listed on WEP's website, http://static.ongov.net/WEP/ReferenceDocuments/OCDWEP_RD_O&M_Manual_Transmittal_Procedures_V03062015.pdf, when providing Record Drawing and O&M Manual Transmittals to WEP.

7.15. References

Please provide the names of three current and past accounts of similar size and configuration. Include (a) a current, long-term customer, (b) a current customer implemented in the past 18 months.

7.16. Budget Adherence

The Engineer is advised of the following.

- No out of scope work shall be performed/completed without a written amendment.
- It is the responsibility of the Engineer to stay within the Total Project Budget and individual Work Task item budgets. This includes the Engineer's applicable subcontractors and direct expenses.
- There shall be no re-allocations of hours and/or monies for individual Work Task items within the Total Project budget without a contract amendment.

- No adjustments in selected MBE/WBE percentages shall be made, relative to signed contract between WEP and the Engineer, without prior written authorization from WEP and the County Purchasing Department.
- It is the responsibility of the Engineer to fulfill their contracted MBE/WBE and EEO requirements.

7.17. Costing Proposal

7.17.1. Please include your pricing proposals for the “Engineering and Construction Phase Services for the Wastewater Pump Station/Force Main for Industrial Sources in the Town of Dewitt, RFP No. 19-3330-003” - Attachment C (Cost Proposal Summary Form).

7.17.2. Please include costs associated with any additional services you will provide to Onondaga County.

7.17.3. Provide details of price components, including hours and allocation of skilled staff and sub-consultants. Also, if necessary, include details on any increases (actual dollar amount, not percentage) in wage rates on an annual basis for the term of the contract.

7.18. Certification of Project Completion

Provide NYS P.E. certification to the NYSEFC, NYSDEC, and/or other regulatory agencies that the constructed project has been constructed in accordance with applicable codes, regulations, and the contract documents. This responsibility is irrespective of the County's construction inspection role (full-time or oversight). The following serves as an example of the certification language required for recent WEP projects. It is noted that the NYSDEC may require different certification, and is in addition to

certifications that may be required from NYSEFC. “The supervision engineer shall certify in writing to the Department and Onondaga County that the constructed facilities have been under his/her supervision and that the work has been fully completed in accordance with the approved plans and specifications. Certification must be received in our office no later than 30 days after the date of completion.”

8. EVALUATION METHODOLOGY

- 8.1. Contract will be awarded to the vendor who is most responsive and responsible and not solely on the basis of price.
- 8.2. Criteria to be evaluated by the Department of Water Environment Protection and will include the following:
- Compliance with the RFP format requirements.
 - Experience.
 - Future Contract Costs and Risks.
 - Company Statistics.
 - Responsiveness to items in Section 7, Scope of Work.
 - References.
 - Price
 - Oral Presentations.
 - Credibility of Vendor

- Minority and Women's Business Enterprises Compliance
- Sustainability Solutions and Practices

9. ENGINEERING AGREEMENT

An agreement, substantially in the form of a standard Onondaga County engineering agreement, will be prepared for personnel and non-personnel services related to completing all engineering work for the identified project with the terms, conditions, and costs to be determined based on negotiations between the selected engineer and the County. Time is of the essence as part of this contract and the agreement shall incorporate a provision for damages, if the engineer under contract defaults or fails to provide timely provision of services such that the County is subjected to court-ordered monetary penalties and/or any other damages that may occur as a result of said failure. The County requires various forms of insurance and indemnification by the Consultant, including naming of the County and others as additional insured on all liability forms.

The following is a link to the Standard Onondaga County engineering agreement
http://static.ongov.net/WEP/ReferenceDocuments/StandardEngineering_6_2_17.pdf



J. Ryan McMahon, II, County Executive
Tom Rhoads, P.E., Commissioner
650 Hiawatha Blvd. West
Syracuse, NY 13204-1194
(315) 435-2260 or (315) 435-6820
FAX (315) 435-5023
<http://www.ongov.net/wep/>

ATTACHMENT A
REQUEST FOR PROPOSAL COMPLIANCE STATEMENT
TITLE: Community-Based Tree Planting and Maintenance Program
RFP NUMBER: 19-3330-003

CLOSING DATE AND TIME: June 26, 2019, 3:00 p.m. EST
DELIVER TO: 650 Hiawatha Boulevard, Syracuse, NY 13204-1194

In compliance with the RFP specifications and the conditions of proposing, I, the undersigned, offer and agree to furnish any or all materials and/or services, upon which prices are offered at the price set opposite each, to the County within the time specified. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Offeror.

By my signature below, Contractor subscribes and Contractor affirms as true under penalties of perjury the following statement:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Name and Address of Record _____

State of Incorporation _____

Telephone Number _____ Fax Number _____

Mailing Address _____

Federal ID Number _____

Authorized Signature _____

Typed or Printed Name _____

Title of Authorized Person _____

Receipt of addenda numbers _____ is hereby acknowledged. (Where none received, place the figure zero (0) in this space.)

NO LATE PROPOSALS WILL BE ACCEPTED.

COST PROPOSAL SUMMARY SHEET
Wastewater Pump Station for Industrial Sources in the Town of Dewitt
RFP NUMBER 19-3330-003

Task Description

7.3	Kick-off Meeting	\$ _____
7.3.1	Review Background Information	\$ _____
7.3.4	Survey and Right of Way	\$ _____
7.3.5	Geotechnical Testing	\$ _____
-	Allowance for Soil Borings and Investigation	\$ <u>60,000</u>
-	Allowance for Design of Structural Pipe Support	\$ <u>75,000</u>
7.3.6.	SCADA Programming and Instrumentation Design	\$ _____
	 Total Cost	 \$ _____

7.4	Twenty-Five Percent Design Deliverables and Meetings	\$ _____
-	Allowance for Basis of Design Report to NYSEFC	\$ <u>15,000</u>
7.4.1	25% Design memorandum	\$ _____
	 Total Cost	 \$ _____

7.5	Fifty Percent Design Deliverables	
7.5.1	Fifty percent Design Report	\$ _____
7.5.2	Fifty Percent Design Meeting and Printing	\$ _____
7.5.3	50 Percent Design Equipment Identification	\$ _____
	 Total Cost	 \$ _____

7.6	Ninety-Five Percent Design Deliverables	\$ _____
7.6.1	Ninety-Five Percent Design Report and Meeting	\$ _____
7.6.2	Building Code Compliance Review Meeting	\$ _____
7.6.3	Estimated Construction Schedule and Phasing	\$ _____
	 Total Cost	 \$ _____

7.7	Final Design Services	
7.7.1	Field Condition Verification	\$ _____
7.7.2	Final Design Report, Contract Drawings, Specifications	\$ _____
7.7.3	Pre-Bid Engineer's Construction Estimate	\$ _____
7.7.4	Arc Flash Analysis	\$ _____
7.7.5	Construction Sequence and Schedule	\$ _____

7.7.6	Allowance for Unforeseen Engineering Services	\$ <u>30,000</u>
7.7.7	Final Design Meeting	\$ _____
7.7.8	Contract Document Comment Log	\$ _____
7.7.9	Contract Drawing Deliverable (development carried in 7.7.2)	\$ _____
	Total Cost	\$ _____

7.8	Permitting	
7.8.1	Surveying (Pertaining to Permitting)	\$ _____
7.8.2	CSX Permits -Allowance for Coordination with CSX	\$ <u>25,000</u>
7.8.3	Energy Incentive Applications	\$ _____
7.8.4	Confirmation of SEQR status	\$ _____
	Total Cost	\$ _____

7.9	Erosion and Sediment Control Plan	
	Total Cost	\$ _____

7.10	Construction Phase Services	
7.10.1	Administrative Services	\$ _____
7.10.2	Bidding Phase Services	\$ _____
7.10.3	Pre-Bid Meeting	\$ _____
7.10.4	Job Meetings (every two weeks)	\$ _____
7.10.5	Shop Drawings and Samples Review	\$ _____
7.10.6	Change Orders/Modifications and Claims	\$ _____
7.10.7	Request for Info Logs and Field order Logs	\$ _____
7.10.8	Special Inspections	\$ _____
	Total Cost	\$ _____

7.11	Construction Inspection Services	
	Total Cost	\$ _____

7.12	Construction Close-Out	\$ _____
7.12.1	Start-Up Testing	\$ _____
7.12.2	Staff Training and OM&M Documentation	\$ _____
	- Allowance for Staff Training	\$ <u>2,500</u>

Total Cost \$ _____

7.13 Record Drawings \$ _____

7.13.2 Post Completion inspection \$ _____

Total Cost \$ _____

7.14 Equipment OM&M Manuals

Total Cost \$ _____

TOTAL FEE PROPOSAL \$ _____
(Project A)

Labor Multiplier for Engineer Services: _____

Labor Multiplier for Construction Inspection Services: _____

Subcontractor Markup: _____

Direct Expenses Markup: _____

Additional Services/Costs _____

M/WBE Plan (include % and subcontractors): _____

PREVENTION OF SEXUAL HARASSMENT

Section 201-g of the New York State Labor Law requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees, and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor. (<https://www.ny.gov/combating-sexual-harassment-workplace/employers>)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Such certification is consistent with the requirements of New York State Finance Law Section 139-L, which provides that **a bid shall not be considered for award nor shall any award be made to a bidder who has not completed this certification**; provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state at the time of bid submission and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

By signing below, this bid shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

Under penalty of perjury, by signing below, I submit this bid on behalf of the firm, and certify that the firm has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

Firm Name: _____ Date: _____

Signature of Authorized Person: _____

Printed Name and Title
of Authorized Person: _____

REQUEST FOR PROPOSAL

TITLE: XXXXXXXX
NUMBER: #19-3330-003