

ONONDAGA COUNTY

DEPARTMENT OF WATER ENVIRONMENT PROTECTION

<http://www.ongov.net>

<http://savetherain.us>

REQUEST FOR PROPOSAL

**Newell Street Regional Treatment Facility Demolition/ Conveyance
Modifications Project and CSO 029 Reduction/Conveyance Modifications
Project**

PROPOSAL DUE DATE: May 31, 2017, 3:00 P.M.

April 4, 2017

RFP Number 17-3330-004

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. Project Schedule.
9. Proposal Evaluation Methodology.
10. Engineering Agreement.

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

The County is seeking professional engineering services for the comprehensive sewer conveyance evaluation in the Newell Street Regional Treatment Facility area. Currently, the County is adding green infrastructure in the area to reduce combined sewer overflows. The hydraulic and flow evaluation of the area will help determine the appropriate conveyance modifications or upgrades necessary to decommission the Newell Street Regional Treatment Facility. The design modifications will reduce the combined sewer overflows of CSO 067. The evaluation and ultimate design services provided will reduce the annual overflow events to no more than 4-6 per year. (Project A)

The County is also seeking professional engineering services for the comprehensive sewer conveyance evaluation and design modifications that will reduce the combined sewer overflow of CSO 029. The evaluation and ultimate design services provided will reduce the annual overflow events to no more than 4-6 per year. (Project B)

The County reserves the right to award the RFP as one contract for both projects or split the projects and award two separate contracts to two separate vendors.

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:	04/04/17	Proposal Submission Deadline:	05/31/17
Pre-Proposal Meeting:	04/18/17	Expected Award Date:	06/30/17
Final Date for Submission of Questions:	05/02/17	Expected Contract Start Date:	08/10/17
Addendum Answering all Questions Issued by County: (Posted on our website at www.ongov.net/wep/rfp.html)	05/16/17		

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), 650 Hiawatha Boulevard West, Syracuse, New York 13204-1194 not later than 5/31/17, 3:00 p.m. EST.

- 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 “Newell Street Regional Treatment Facility Demolition/Conveyance Modification Project and CSO 029 Reduction/Conveyance Modifications, RFP No. 17-3330-004”. 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 received 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 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 Engineer 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.

1.6.2. 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 in 1.6.2.3 above. The Engineer is advised that 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 B.

1.7. Award Contract Information

- 1.7.1. Onondaga County encourages its contractors to make every good faith effort to promote and assist 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.

Suppliers that submit proposals in response to this RFP will be required to submit a conceptual plan identifying the services and/or supplies that will be subcontracted or purchased, respectively, from your identified M/WBE partners.

- 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 shall be submitted in a sealed package with one (1) original and one (1) copy and (1) electronic copy, prior to the opening date and time. All proposals shall be marked "Newell Street Regional Treatment Facility Demolition/Conveyance Modifications Project and CSO 029 Reduction/Conveyance Modifications Project, RFP No. 17-3330-004". 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 "Newell Street Regional Treatment Facility Demolition/Conveyance Modifications Project and CSO 029 Reduction/ Conveyance Modifications Project, RFP No. 17-3330-004". 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 in writing only to:
Contact Person: Mary Gates, Administrative Assistant
Onondaga County Department of Water Environment Protection
650 Hiawatha Boulevard West
Syracuse, New York 13204-1194
- 4.3. Questions may also be directed to Mary Gates by email at marygates@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/PROHIBITION OF 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, Engineer shall defend, indemnify, and hold harmless County and any person for whose acts or omissions County is legally responsible (County's Person) against and from:

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 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 or 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 Subcontractor 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

Engineer 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 (a) (13), and property damage liability insurance, as property damage liability insurance is defined by New York State's Insurance Law § 1113 (a) (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 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.

Professional 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, in a minimum amount arising out of the insured's business, trade, occupation, or practice of a profession for which a license is required by a governmental authority of the state of New York, 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 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:

6.13.1 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.

6.13.2 The standard Onondaga County engineering contract, a copy is available at [http://static.ongov.net/WEP/ReferenceDocuments/Standard Onondaga County Engineering Agreement 08112016.pdf](http://static.ongov.net/WEP/ReferenceDocuments/Standard%20Onondaga%20County%20Engineering%20Agreement%2008112016.pdf).

6.14. Extensions and Amendment

Contract will be for three (3) years with two (2) 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 SERVICE

7.1. A. Newell Street Regional Treatment Facility and CSO 067 Project Background

In the early 1970s, the Newell Street Regional Treatment Facility was constructed/operated under a United States Environmental Protection Agency (EPA) demonstration grant to determine the effectiveness of vortex facilities as a preliminary treatment device prior to disinfection. The facility consisted of an influent (24 inch diameter/ 6-inch diameter force main) and effluent (12-inch diameter overflow/CSO 067) conveyance system, a 12-foot diameter swirl concentrator, and a 12-foot by 12 foot control building (chain link perimeter fencing). The outcome of the project was to show the effectiveness of the EPA swirl concentrator in removing settleable solids and floatables. At the end of the funded demonstration period the facility was closed down. Later, as part of the County's Amended Consent Judgment (ACJ) the facility was re-activated and the accepted site to demonstrate disinfection technologies on CSOs. The pilot project was to be used to help with the

development of larger projects like Midland and Clinton. At the end of the disinfection pilot project, the facility continued to be used to remove settleable solids. No disinfection is utilized at the facility. The facility is located near Onondaga Creek in the vicinity of Vale Street and West Newell Street. The land is owned by the City of Syracuse. The County is seeking a comprehensive sewer hydraulic capacity evaluation with alternate conveyance modifications in the Newell Street sewer shed area to take the Newell Street RTF off-line and ultimately, demolish it. Modifications should address needed changes to keep combined sewer outfall CSO 067 active and reduce the overflow activity. The outfall location may need to be changed. After the modifications, the overflow should not discharge more than four to six times per year. Reference McKinley Park (Green Park), Newell Street (Green Street) and 621 W. Newell Street (Vacant Lot) at <http://savetherain.us/green-project-list/>. Under the Metro SPDES permit, the County is required to report the overflow discharge volumes. Therefore, flow metering of the outfall volume will be required.

B. CSO 029 Reduction/Modifications Project Background

The CSO 029 sewer shed is within the Amory Square district in the City of Syracuse. The combined sewer outfall is located on Walton Street. The area is primarily impervious and there are many existing utilities in the area. There may be unknown vaults within the area as well. The outfall is one of the most active within the system and triggers at low rainfall intensities. The project objective is to reduce the overflow discharges to no more than four to six times per year based on the one year two hour storm criteria. Flow metering of the outfall volume will be required. Due to the project's location and complexity with underground utilities, early meetings will need to occur with stakeholders prior to design.

7.2. A. Services to be provided

Investigate multiple alternatives (a minimum of 3) for decommissioning the swirl concentrator and modifying sewer conveyances to ensure hydraulic capacity in the Newell Street sewer shed area. To assist in the investigation, the successful consultant will be provided with the following information:

- City Mile Squares, page 38
- Newell Street Regional Treatment Facility Drawings
- CSO Facilities Plan for CSOs 022, 027, 029, 052, 060/077, and 067; (CH2MHill/May 21, 2011)
- 2016 SWMM report with relevant information on CSO 067
- Information related to the three green infrastructure project in design phase services in CSO 067

At the minimum, the investigation and evaluation must include the following:

- Survey of the area
- Evaluate the hydraulics of the 24" sanitary sewer running down W. Newell Street; currently flow is diverted into the swirl concentrator, to wet well, pumped to street, flows to siphon manhole, siphoned to Onondaga Creek Boulevard

- Evaluate the size of the current 8” siphon; with possibility of increasing siphon size; will require evaluation of hydraulic impacts on the Main Interceptor Sewer (MIS)
- Evaluate removing the current wet well and force main; currently, flow is pumped to street level after flowing through the swirl concentrator
- Evaluate if there is a need for duplex pump station in the area
- Evaluate and if needed, provide alternative modifications to the conveyance and siphon to ensure no sewer back-ups when the facility is demolished
- Provide design of demolition of all appurtenances of the Newell Street Regional Treatment Facility that is, building, swirl concentrator, overflow vaults, wet well, chain link fence, etc.
- Provide alternatives of conveyance modifications needed and design
- Provide combined sewer outfall modifications if needed, and evaluate weir height of outfall; County’s objective is to reduce number of overflow events; typically, no more than 4-6 discharge events should occur
- May require flow monitoring efforts and dye testing in the area; Onondaga County personnel can assist with flow monitoring efforts at maximum of three (3) locations however, Engineer will validate flow monitoring data
- Outfall will require flow meter

B. Services to Be Provided

Investigate multiple alternatives (a minimum of 3) for modifications that will lead to the reduction of the number of combined sewer overflows each year. The desired range of yearly overflow events based on the one year two hour storm is no more than four to six events. To assist in the investigation, the successful consultant will be provided with the following information:

- CSO 029 Flow Monitoring Data
- County CSO Drawings
- Clinton CSO Storage Facility and Clinton CSO Conveyances Record Drawings
- CSO Facilities Plan for CSOs 022, 027, 029, 052, 060/077, and 067; (CH2MHill/May 21, 2011)
- Memorandum CSO 029 Approach Analysis (CH2MHill/December, 2016)
- Clinton Street Combined Sewer Overflow Abatement Regional Treatment Facility Project; Appendix A Geotechnical Reports/Data (July, 2006)

At the minimum, the investigation and evaluation must include the following:

- Comprehensive surveying to locate and identify all topographic features and identify existing structures and infrastructure
- New separate storm sewer and storm sewer outfall on Walton Street
- Directly connecting MIS with combined sewer from CSO 029; evaluate hydraulic capacity of MIS, slope of combined sewer and invert elevation of combined sewer

- Evaluate existing siphon on CSO 028; evaluate the hydraulic conditions and regulator to determine that the final project conveyance design for CSO 029 does not result in additional overflow volume and frequency of CSO 028; with desired secondary goal of reducing volume and frequency of overflow at CSO 028
- Existing utilities and associated conflicts with conveyance modifications
- Option of redirecting storm water and or combined sewer flow to Clinton Storage Facility
- Condition of existing sewers and manholes
- Reduction of combined sewer overflows of CSO 029 to no more than 4-6 per year
- Evaluation of all associated costs for each option or alternative
- Consider potential SEQRA/SHPO issues which might impact various alternatives
- Consider geotechnical services that may be required for various alternatives; with goal of delivering a final design which allows no more than ½” vertical settlement upon acceptance of the work and no more than 1” over the 50+ year life of the project
- If flow monitoring efforts are necessary, the County personnel will assist with maximum of three (3) sites; the Engineer will be responsible to validate any flow metering data
- Due to the project’s location, consideration and coordination with other stakeholders will need to be discussed and evaluated

7.3. A. Project Kick-Off Meeting

Following the Notice-to-Proceed, the Engineer shall attend a project kick-off meeting with County personnel. At this meeting, project contacts, responsibilities, scope of work, document distribution, project schedule and requirements shall be discussed. The meeting shall be attended by at least two (2) Engineer personnel who will be directly involved in the project. Assume the meeting will last approximately two (2) hours. The Engineer shall prepare and distribute minutes of the meeting within ten (10) days of the meeting.

B. Project Kick-Off Meeting

Same as above for CSO 029 project

7.4. A. Evaluation and Alternatives Memorandum

The Engineer shall provide technical services related to investigation, reviewing existing information, and hydraulic evaluation ensuring capacity of existing sewer, siphon, and main interceptor sewer (MIS). The Engineer shall field verify conditions that relate to the sewer shed area. The Engineer will provide recommendations for improvements/modifications to minimize combined sewer overflow at CSO 067 and to eliminate the Newell Street Regional Treatment Facility. An inter-municipal agreement between the County and City of Syracuse will be needed. The Engineer should anticipate an early meeting with the City and other utilities. Once the preliminary investigation and evaluation has been completed, the Engineer shall provide an executive summary that will provide concise project summary information for presentation to decision makers and stakeholders. The executive summary shall include the following:

- Discussion of investigated alternatives with graphical presentation
- Pro and con discussion of each alternative
- Provide information on the most probable cost of construction
- Discussion of project constructability and potential impacts to traffic and surrounding area
- Provide a discussion and rationale for the recommended alternative.

A progress meeting will be scheduled to discuss findings. Based upon the evaluation, the County will determine design preference prior to the 25% submittal. The meeting shall be attended by at least (2) Engineer personnel who will be directly involved in the project. Assume the meeting will last approximately two (2) hours. The Engineer shall prepare and distribute minutes of the meeting within ten (10) days of the meeting.

B. Evaluation Memorandum and Alternatives Memorandum

Same as above for CSO 029 project. Due to the complexity and location of the project, the Engineer should anticipate an early meeting with the City of Syracuse, utilities, and other stakeholders in area. The meeting shall be attended by at least (2) Engineer personnel who will be directly involved in the project. Assume the meeting will last approximately (2) hours. The Engineer shall prepare and distribute minutes of the meeting within ten (10) days of the meeting.

7.5. A. Design Phase Services and Tasks

The Engineer shall prepare the final design and contract drawings, specifications, and associated documents for bidding. The final design, as prepared by the Engineer, shall provide a design to the County upon which the County may let the final design to construction contractors for public works bidding, and upon which the County is assured that said final design shall serve the purposes intended by the County. A final pre-bid Engineer's estimate shall be developed. All design services shall meet the requirements of applicable standards. The County reserves the right to require the use of its administrative provisions and general specifications in the contract documents.

The Engineer shall also be responsible for any topographic surveys and borings necessary for completion of the final design and for obtaining appropriate permits, land acquisition, and/or property easements related to completion of the project. The Engineer should call-out anticipated borings in their proposal. It should be noted that the trunk sewers, force mains, and pump stations included in this project are with public right-of ways. The County reserves the right to perform parts of property easement functions using its own personnel.

The Engineer shall incorporate a detailed sequence of construction into the contract documents, so that the required improvements can be implemented with minimum disruption of the surrounding area.

During the design phase, the Engineer shall attend at least three (3) design review meetings with County personnel at the approximate 25%, 50%, and 95% points, to discuss alternatives,

resolve issues, and provide an opportunity for County input to the design. The meetings shall be attended by at least two (2) Engineer personnel who will be directly involved in the project. Assume each meeting will last approximately two (2) hours. The Engineer shall prepare and distribute minutes of the meetings within ten (10) days of the meetings.

B. Design Phase Services and Tasks

Same as above for CSO 029 project; The Engineer should add anticipated soil borings in their proposal. Cost proposal sheet should include price per boring and estimated number of borings required.

7.5.1 A. 25% Design and Basis of Design

Once an alternative has been selected, the consultant shall develop a detailed facilities plan that complies with the New York State Environmental Finance Corporation (NYSEFC) requirements for financing. Additionally, the plan must provide sufficient technical information for review and approval by the New York State Department of Environmental Conservation (NYSDEC). At a minimum the Basis of Design/facilities plan shall include alternatives analysis, life cycle costs, detailed estimated construction costs and permitting requirements.

The Engineer shall provide technical services related to the evaluations, final alternative selection and Basis of Design for sewerage conveyances associated with the Newell Street sewer shed, conveyance modifications, existing facility demolition, and site restoration plan.

The Engineer shall provide five (5) copies, (2 full size and 2 half size) of the draft 25% design submittal/ Basis of Design Report with the selected sewerage alternatives. After consultation with the County at the design review meeting, the Engineer shall incorporate comments and provide five (5) copies and (2 full size and 3 half size) of the final 25% design submittal/ Basis of Design Report for submittal to regulatory agencies.

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

B. 25% Design Deliverable and Meeting

Same as above CSO 029 project; due to the location of the project, infrastructure, and stakeholders, the Engineer should anticipate a separate meeting to coordinate review of the 25% design with the City of Syracuse. The Engineer should assume that two (2) staff members involved with the project for a 2-hour meeting to discuss concerns and City coordination issues.

7.5.2 A. 50% Design Deliverable and Meeting

The Engineer shall progress the selected alternative to the 50% design point. This phase of the project should include the necessary topographic and utility site survey updates, identification of land acquisitions and initiation of procurement of any required permits. Identification and coordination with municipal agencies and utilities impacted by the project will also be addressed. The Engineer shall prepare, implement and oversee necessary soil borings and geotechnical necessary for design and construction. The Engineer should assume five (5) sonic bores and up to ten (10) soil borings may be necessary. The Engineer will provide cost per boring on cost proposal sheet. The Engineer shall provide five (5) copies (2 full size and 3 half size) of the draft 50% design and contract specifications, including plans for maintenance and protection of traffic and proposed conveyance plans and profiles, 1" = 40' plan scale. After consultation with the County at the design review meeting, the Engineer shall incorporate comments and provide five (5) copies (2 full size and 3 half size) of the final 50% design and contract specifications for submittal to financing and regulatory agencies.

B. 50% Design Deliverable and Meeting

Same as above for CSO 029 project; due to the location of the project, infrastructure, and stakeholders, the Engineer should anticipate a separate meeting to coordinate review of the 50% design with the City of Syracuse. The Engineer should assume that two (2) staff members involved with the project for a 2-hour meeting to discuss concerns and City coordination issues

7.5.3 A. 95% Design Deliverable and Meeting

The 95% design shall mean that the design is 100% complete for review by the County. The Engineer shall provide five (5) copies (2 full size and 3 half size) of the draft 95% design and contract specifications. After consultation with the County at the design review meeting, the Engineer shall incorporate comments and provide seven (7) copies (3 full size and 4 half size) of the final 95% design and contract specifications for submittal to financing and regulatory agencies for approval.

In addition, the Engineer should assume that two (2) staff members involved with the project shall meet with NYSDEC and WEP representatives for a 2-hr meeting to review the 95% Regulatory Review submittal and address regulatory, technical, and compliance concerns.

In addition, the Engineer should assume that two (2) staff members involved with the project shall meet with City of Syracuse representatives for a 2-hr meeting to review the 95% Regulatory Review submittal and address concerns.

B. 95% Design Deliverable and Meeting

Same as above for CSO 029 project

7.5.4 A. Unforeseen Design Services-not to exceed allowance (CSO 067)

The County recognizes that due to the complexity of underground utilities and other stakeholders' involvement, the project may require unforeseen or unanticipated additional design services. The Engineer should assume up to and not to exceed 100 hours of engineering design services for unforeseen or unanticipated design services. No additional design services, including services within this allowance, will be performed by the successful Engineer without the County's prior approval.

B. Unforeseen Design Services-not to exceed allowance (CSO 029)

Same as above for CSO 029 project

7.6 A. Permitting and Easements

The Engineer shall complete as needed the State Environmental Review Process (SERP) for this project. The Engineer shall provide assistance in completing the required forms and procedures for the State Revolving Fund, consisting of the Administrative Checklist and Technical Checklist, submitting drawings and specifications, and responding to comments and questions by the New York State Environmental Facilities Corporation (NYSEFC) and New York State Department of Environmental Conservation (NYSDEC). For the purpose of proposal development, the Engineer shall include responsibility for obtaining all appropriate permits and coordinating necessary land acquisition and/or property easements related to completion of the project however, the County reserves the right to complete parts of or all of the permitting applications using its own personnel. The Engineer should assume a stream disturbance permit will be needed. The Engineer should assume the project will require an inter-municipal agreement between the County and City of Syracuse. The Engineer will craft the agreement and assist the County in executing the agreement with the City.

B. Permitting and Easements

Same as above for CSO 029 project

7.7 A. Erosion and Settlement Control Plan

It is anticipated that the site disturbance from this project will require a formal Storm Pollution Prevention Plan (SWPPP). An erosion and sediment control plan shall be developed, as needed, and the following phases:

B. Erosion and Settlement Control Plan

Same as above for CSO 029 project

7.7.1 A. Site Evaluation and Design Development: The Engineer shall collect information relative to the existing site including, but not limited to, site topography, and drainage patterns. The Engineer shall develop a preliminary site plan for the project elements that are to be constructed.

B. Site Evaluation and Design Development: same as above for CSO 029 project

7.7.2 A. Assessment: The Engineer shall evaluate the impact of the project on existing site conditions including, but not limited to, changes in land acquisition, land use/cover, and drainage areas.

B. Assessment: same as above for CSO 029 project

7.7.3 A. Control Selection/Plan Design: The Engineer shall identify erosion and sediment control practices and stormwater management controls in an Erosion and Sediment Control (ESC) detail, with a site map indicating the location of all practices, construction activity coordination.

B. Control Selection/Plan Design: same as above for CSO 029 project

7.7.4 A. Construction/Implementation/Inspection: The Engineer shall incorporate the erosion and sediment control plan detail

B. Construction/Implementation/Inspection: same as above for CSO 029 project

7.8 A & B Construction Phase Services

7.8.1 A. Bid Phase: The Engineer shall provide up to forty (40) copies of the final Contract Documents for the project and issue same to prospective bidders; prepare and issue addenda as may be required during bidding; assist with receipt and evaluation of bids; and furnish original and five (5) conformed copies of the contract for execution by the successful bidder(s). 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

B. Bid Phase:

Same as above for CSO 029 project

7.8.2 A. Meeting Attendance and Site Visits: Engineer shall attend pre-construction meetings, bi-weekly project meetings, and conduct site visits as necessary to determine the progress and acceptability of the work. The results of these shall be summarized by the Engineer and distributed to those in attendance within five (5) business days.

B. Meeting Attendance and Site Visits:

Same as above for CSO 029 project

7.8.3 A. Shop Drawings and Samples Review:

Engineer shall prepare a submittal log identifying all required shop drawings, status, and sample submittals. Review, approve, or take appropriate action and distribute all submittals to the Contractor and the County. The Engineer shall compare each item of the equipment specification with the shop drawings submitted to ensure the equipment submitted meets the required specifications. The County may request to review certain submittals concurrently with the Engineer. The County shall be allotted two (2) weeks for said reviews.

B. Shop Drawings and Samples Review:

Same as above for CSO 029 project

7.8.4 A. Construction Consultation:

Engineer shall interpret the requirements of the Contract Documents and render such interpretations for the proper execution of the work, with reasonable promptness. Render written decisions on all disputes and other matters Engineer shall interpret the requirements of the Contract Documents and render such interpretations for the proper execution of the work, with reasonable promptness. Render written decisions on all disputes and other matters relating to the execution of the work. Prepare and participate in negotiations of requested change orders. Work to also include construction stake out, final inspection, and certification of completion.

B. Construction Consultation:

Same as above for CSO 029 project

7.8.5 A. Contract Document Comment Log (RFI or Field Log):

The Engineer shall prepare and maintain a log listing all comments/ request for information (RFI) 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. 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.

A. Contract Document Comment Log (RFI or Field Log):

Same as above for CSO 029 project

7.8.6 A. Unforeseen or unanticipated engineering construction services- not to exceed

The County recognizes that due to the complexity of underground utilities and other stakeholders' involvement, the project may require unforeseen or unanticipated additional engineering construction services. The Engineer should assume up to and not to exceed 100 hours of engineering construction services for unforeseen or unanticipated design services. No additional engineering construction services will be performed by the successful Engineer without the County's prior approval.

B. Unforeseen or unanticipated engineering construction services-not to exceed

Same as above for CSO 029 project

7.8.7 A. Certification of Project Completion

Provide NYS P.E. certification to the EFC, 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. *"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."*

B. Certification of Project Completion

Same as above for CSO 029 project

7.9 A. Construction Inspection Services

The Engineer shall provide detailed field inspection of the construction, which shall include any inspections required under necessary permits. The County reserves the right to perform parts of or all of the detailed field inspection using its own personnel. For the purpose of proposal development, include the services of one (1) full-time representative for a period of 40 weeks utilizing eight (8) hours per day five days per week on-site during construction. The inspection staff shall provide the following services during construction:

1. Maintain a project record keeping system that conforms to industry standards.
2. 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.

3. Maintain project records.
4. Review documents and submissions by Contractors pertaining to scheduling and advise the County as to their acceptability.
5. Attend and participate in progress meetings and pre-installation meetings. Prepare, maintain and distribute meeting minutes.
6. 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.
7. Collect and file chronologically certified payrolls for all prime and subcontractors involved in the project.
8. Review and approve Contractor progress payment requisitions.
9. Routinely record deviations from Contract Plans and prepare record drawings.
10. In conjunction with County representatives, the Engineer shall perform an inspection of the completed project work approximately one (1) year after the issuance of the Certificate of Substantial Completion, just prior to the expiration of the contractor's warranty period.
11. The Engineer shall provide at a minimum four (4) hard copies and one electronic copy of the operation and maintenance manuals for the valves and air release units installed under the construction contract.

B. Construction Inspection Services

Same as above for CSO 029 project.

For the purpose of proposal development, include the services of one (1) full-time representative for a period of 40 weeks utilizing eight (8) hours per day five days per week on-site during construction.

7.10 A. Record Drawings

The Engineer shall 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. Examples of changes include, but are not limited to, the following:

1. Changes in location, elevations of project components and/or equipment.
2. Changes in slope of piping systems or of pitched surfaces.
3. Changes in materials (i.e., piping, wiring, etc.).
4. Changes in topographical contours of finished earth surfaces and in elevations of finished grades, streets, etc.
5. Additions and/or exclusions to project.
6. Relocation of underground utilities as a result of interference with project components.
7. Modifications made to existing structures made necessary by requirements of work.
8. Changes in mechanical trades' components (e.g., electrical, heating, ventilation, and plumbing).

Record drawings shall show the precise as-built locations of all buried, imbedded or concealed piping or conduit, including piping or conduit fixtures, fittings and accessories and any other

buried features installed by the Contractor. The Engineer shall supply four (4) sets of “D” size as-built prints and four (4) sets of “B” size as-built prints to the County. In addition, one (1) complete set of as-built drawings shall be provided in the latest version of AutoCAD (.DWG) and Adobe (.PDF) formats on a compact disk (CD). CDs and covers shall be provided with hard plastic (jewel) cases and labeled with, at a minimum, the project name, the supplier, equipment identification and specification section. Details regarding submittal of record drawings are provided in **Attachment C** as a CD labeled “Directions for the Completion of the Contract Drawings Spreadsheet.” The Engineer is required to complete this spreadsheet electronically and submit it to the County.

B. Record Drawings

Same as above for CSO 029 project

7.11 A. Public Relations

The Engineer shall assist County personnel in conducting four (4) meetings with the local residents and county officials at a location to be designated by the County. Assume at least two (2) Engineer personnel will attend each meeting and the meeting will last at least two (2) hours. The Engineer shall also prepare project renderings if necessary, that will provide the viewer with an accurate depiction of the project to be constructed. Additionally, the Engineer shall, prior to commencement of construction, distribute flyers describing the project scope and construction schedule to impacted property owners adjacent to the project work. The engineer shall be the point of contact for questions and shall respond verbally and in writing to all resident and business questions.

B. Public Relations

Same as above for CSO 029 project except assume up to six (6) meetings

7.12 A & B. NYSEFC Financing, Energy Incentive Procurement, SHPO, and SEQR

The Engineer shall provide assistance in completing the most current NYSEFC Revolving Fund required forms and procedures, consisting of the Administrative Checklist and the Technical Checklist, submitting drawings and specifications, and responding to comments and questions by the NYSEFC, NYSDEC, and other regulatory agencies, including NYSEFC and/or NYSDEC Project close-out documents.

Please note that NYSEFC assistance will be limited to construction only. The Engineer will be required to comply with the most recent requirements of the NYSEFC for funding of construction contracts, please visit www.efc.ny.gov for up to date information. 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.

7.12.1 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.

7.13 A & B References

Please provide the names of 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, and (c) a former customer terminated within the past 18 months for reasons other than consolidation

7.14 A & B Budget Adherence

The Engineer is advised of the following:

7.14.1 No out of scope work shall be performed/completed without a written amendment.

7.14.2 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.

7.14.3 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.

7.14.4 The Engineer's staff billing shall abide by the salary schedules and/or ranges provided in their Proposal.

7.14.5 The salary schedules provided in the Engineering Proposal shall be used throughout the life of the original contract work; there shall be no salary adjustments due to salary increases, bonuses, etc.

7.14.6 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.

7.14.7 It is the responsibility of the Engineer to fulfill their contracted MBE/WBE and EEO requirements.

7.15 A & B Costing Proposal

Please include your pricing proposals for the Newell Street Regional Treatment Facility Demolition/Conveyance Modifications Project and CSO 029 Reduction/Conveyance Modifications Project, RFP No. 17-3330-004 – Attachment B (Cost Proposal Summary Form). The County reserves the right to award the RFP as one contract for both projects or split the projects and award two separate contracts to two separate vendors.

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

7.15.2 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.

8. PROJECT SCHEDULE

The County anticipates the selection of a consultant and execution of the design service agreement to be completed by the date listed below. Upon completion of engineering service agreement or receipt of notice to proceed, consultant is expected to complete design and construction phase services within the timeframes listed below. If the Engineer takes exception to the schedule, it shall be so

noted in the Proposal and an alternate schedule offered. It is noted that the County is amenable to accelerating the project schedule.

TASK	SCHEDULE DATE
Conduct Pre-proposal Meeting	4/18/17
Submit Proposal to County	5/31/17
Select Consultant/Issue Notice to Proceed	6/30/17
Kick-off Meeting (WEP)	TBD
Evaluation of Conveyance and Recommended Modifications	
Progress Meeting (WEP)	TBD
Submission of 50% Design	Kick-off meeting +2 months
50% Design Review Meeting	TBD
Submission of 95%	Kick-off meeting +2 months
95% Design Review Meeting	TBD
Final Design Complete with NYSDEC Approval	Kick-off meeting +3 months
Commencement of Construction (Project A)	April 2018
(Project B)	January 2019
Anticipated Construction Completion (Project A&B)	November 2019**
One Year Warranty Walkthrough	November 2020

in the event construction completion is delayed, this contract will be extended

9. EVALUATION METHODOLOGY

9.1 Contract will be awarded to the vendor who is most responsive and responsible and not solely on the basis of price.

9.2 Criteria to be evaluated by the Department of Water Environment Protection and will include the following:

- 9.2.1 Compliance with the RFP format requirements.
- 9.2.2 Experience.
- 9.2.3 Future Contract Costs and Risks.
- 9.2.4 Company Statistics.
- 9.2.5 Responsiveness to the items in Section 7, Scope of Work.
- 9.2.6 References.
- 9.2.7 Price.
- 9.2.8 Oral Presentations.
- 9.2.9 Credibility of Vendor.
- 9.2.10 Minority and Women's Business Enterprises Compliance.
- 9.2.11 Sustainability Solutions and Practices.

10. 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 consultant and the County. Time is of the essence as part of this contract and the agreement shall incorporate a provision for damages, if the consultant 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/Standard_Onondaga_County_Engineering_Agreement_08112016.pdf



Joanne M. Mahoney, 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/

REQUEST FOR PROPOSAL COMPLIANCE STATEMENT

NEWELL STREET REGIONAL TREATMENT FACILITY DEMOLITION/CONVEYANCE
Modifications PROJECT and CSO 029 REDUCTION/CONVEYANCE Modifications Project
NUMBER: 17-3330-004

CLOSING DATE AND TIME: May 31, 2017, 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 and 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 RFP NUMBER 17-3330-004 (Project A)

Task Description

7.3 A. Kick-off Meeting

Total Cost \$ _____

Cost in Words

7.4 A. Evaluation and Preliminary Design Services

Total Cost \$ _____

Cost in Words

7.5 A. Design Phase Services and Tasks

7.5.1 A. 25 Percent Design

Total Cost \$ _____

Cost in Words

7.5.2 A. 50 Percent Design

Total Cost \$ _____

Cost in Words

7.5.3 A. 95 Percent Design

Total Cost \$ _____

Cost in Words

7.5.4 A. Unforeseen Design Services-not to exceed

Total Cost (100 engineering hours) \$ _____

Cost in Words

7.6 A. Permitting and Easements

Total Cost \$ _____

Cost in Words

7.7 A. Erosion & Settlement Control Plan

Total Cost \$ _____

Cost in Words

7.8 A. Construction Phase Services

Total Cost \$ _____

Cost in Words

7.8.6 A. Unforeseen or unanticipated engineering construction services-not to exceed

Total Cost (100 hours) \$ _____

Cost in Words

7.9 A. Construction Inspection Services

Total Cost \$ _____

Cost in Words

7.10 A. Record Drawings

Total Cost \$ _____

Cost in Words

7.11 A. Public Relations

Total Cost \$ _____

Cost in Words

7.12 A. NYEFC Financing, Energy Incentive, Procurement, SPHO,SEQR

Total Cost \$ _____

Cost in Words

TOTAL FEE PROPOSAL \$ _____
(Project A)

(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): _____

COST PROPOSAL SUMMARY SHEET RFP NUMBER 17-3330-004 (Project B)

Task Description

7.3 B. Kick-off Meeting

Total Cost \$ _____

Cost in Words

7.4 B. Evaluation and Preliminary Design Services

Total Cost \$ _____

Cost in Words

7.5 B. Design Phase Services and Tasks

7.5.1 B. 25 Percent Design

Total Cost \$ _____

Cost in Words

7.5.2 B. 50 Percent Design

Total Cost \$ _____

Cost in Words

7.5.3 B. 95 Percent Design

Total Cost \$ _____

Cost in Words

7.5.4 B. Unforeseen Design Services-not to exceed

Total Cost (100 engineering hours) \$ _____

Cost in Words

7.6 B. Permitting and Easements

Total Cost \$ _____

Cost in Words

7.7 B. Erosion & Settlement Control Plan

Total Cost \$ _____

Cost in Words

7.8 B. Construction Phase Services

Total Cost \$ _____

Cost in Words

7.8.6 Unforeseen or unanticipated engineering construction services-not to exceed

Total Cost (40 hours) \$ _____

Cost in Words

7.9 B. Construction Inspection Services

Total Cost \$ _____

Cost in Words

7.10 B. Record Drawings

Total Cost \$ _____

Cost in Words

7.11 B. Public Relations

Total Cost \$ _____

Cost in Words

7.12 B. NYEFC Financing, Energy Incentive, Procurement, SPHO,SEQR

Total Cost \$ _____

Cost in Words

TOTAL FEE PROPOSAL \$ _____
(Project B)

(Project B)

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):
