

ONONDAGA COUNTY

DEPARTMENT OF WATER ENVIRONMENT PROTECTION

<http://www.ongov.net>

<http://savetherain.us>

REQUEST FOR PROPOSAL

Harbor Brook Treatment Wetlands (CSO 018),
Pilot Disinfection Project

PROPOSAL DUE DATE: May 16, 2017, 3:00 P.M.

April 10, 2017
RFP No. 17-3330-005

Save the Rain 

**ONONDAGA COUNTY REQUEST FOR PROPOSAL
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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 purpose of this request for proposals is to obtain a firm to provide professional services for investigation, evaluation, and implementation of a pilot disinfection system at Harbor Brook Treatment Wetlands (HBTW) at CSO 018. The pilot disinfection system would then be used for evaluation and implementation of a long term disinfection system at Harbor Brook Treatment Wetlands (HBTW) at CSO 018.

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:	04/10/17	Proposal Submission Deadline:	05/16/17
Pre-Proposal Meeting:	04/19/17	Expected Award Date:	06/08/17
Final Date for Submission of Questions:	04/26/17	Expected Contract Start Date:	07/01/17
Addendum Answering all Questions Issued by County: (Posted on our website at www.ongov.net/wep/rfp.html)	05/01/17		

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 May 16, 2017, 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 “Contents: RFP No. 17-3330-005 Harbor Brook Treatment Wetlands (CSO 018) Pilot Disinfection Project. 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.

1.5. 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 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.
- 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 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 agrees that should this firm be awarded a contract, Vendor will 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.

1.8 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 and the environmental impact of its activities. 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 sustainability 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 "RFP# 17-3330-005 Harbor Brook Treatment Wetlands (CSO 018) Pilot Disinfection Project." Vendors shall include all documents necessary to support their proposal in the sealed package. 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. State exceptions and omissions to stated requirements.

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

3.2.3.5. 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.

3.2.3.6 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 "Contents: RFP #17-3330-005 Harbor Brook Treatment Wetlands (CSO 018) Pilot Disinfection Project. 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.

1. 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 to:

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/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 Contactor 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 Engineer submits a 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 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 County.

During the course of performing services for County, Engineer shall disclose immediately to 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 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 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.
- The standard Onondaga County engineering contract, a copy of which is available at http://static.ongov.net/WEP/ReferenceDocuments/Standard_Onondaga_County_Engineering_Agreement_08112016.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 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. Introduction – Project Background

Onondaga County Department of Water Environment Protection (County) is soliciting proposals for technical services relating to investigation, evaluation, and implementation of a pilot disinfection system at HBTW. The facility has been operating since the second quarter of 2015. The County is seeking alternatives to, recommendations for, and implementation of both a pilot and long term system upgrades for a disinfection process in order to achieve the required fecal coliform level at the effluent of the treatment system. The pilot disinfection system would then be used for evaluation and implementation of a long term disinfection system at HBTW. The project will also include various site and facility upgrades as outlined below. The successful proposer is required to meet the MWBE requirement of 30%. This Request for Proposal (RFP) includes the scope of the project, required Consultant services, project schedule, proposal requirements, and evaluation criteria.

Information concerning the background of the facility, the site, basis of design of the facility, permitting, operations, maintenance, and monitoring is located in the Basis of Design Report located in Appendix A.

7.2 Kick Off

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 the meeting will last two (2) hours. The Engineer shall prepare and distribute minutes of the meeting within ten (10) days of the meeting.

7.3 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
- Available maintenance records, if applicable.
- Appendix A. CSO 018 Basis of Design Report
- Appendix B. CSO 018 Constructed Wetlands Pilot Treatment Facility SCADA Alarms
- Appendix C. CSO018 Facility Diagram
- Appendix D. CSO 018 Constructed Wetlands Pilot Treatment System Sampling Plan
- Appendix E. CSO 018 Groundwater Monitoring Work Plan
- Appendix F. CSO 018 Example Quarterly Performance Reports
- Appendix G. CSO 018 Example Semi Annual Ground Water Report
- Appendix H. CSO 018 Wet Weather Operating Plan
- Appendix I. CSO 018 Extreme Event Sampling Protocol
- Appendix J. CSO 018 Constructed Wetlands Facility: Influent Sample Discharges
- Appendix K. CSO 018 Chlorine Disinfection Pilot Protocol Technical Memorandum

7.4 Investigation and Evaluation of Pilot Disinfection Options

The County is seeking to address the elevated coliform levels in the effluent discharge of HBTW. The Engineer shall evaluate the existing HBTW System and the CSO 018 Chlorine Disinfection Pilot Protocol technical memorandum (Appendix K) and provide services to implement and test the pilot system to achieve the fecal coliform discharge less than 200 CFU/mL. To date the County has observed disinfection on the order of three log fecal coliform removal via the natural wetland system. Conceptually the County is leaning towards an 'initial' disinfection to reduce fecal coliform concentrations entering the wetland, such that final treatment wetland effluent will SPDES permit requirements. The investigation will evaluate the feasibility, process control PLC, process monitoring, calculations, local and field equipment needed, and necessary permitting requirements. All field equipment shall be integrated to Process Control PLC by either hard wired connection or ethernet/IP. Process control PLC shall communicate via a fiber-optic Ethernet/IP connection to existing infrastructure or via WEP's WAN (MPLS) Cell Modem. The Engineer will include, but not be limited to, constructability, effectiveness of disinfection, associated permits, man hours to operate, associated equipment needed, sampling required, and all associated costs.

7.5 Draft Engineering Report

The Engineer shall prepare a draft report summarizing the background information, the alternatives, the evaluation of each, and the final recommendation. The Engineer will provide tables summarizing the feasibility, constructability, effectiveness, scheduling, and all associated costs. The Engineer shall submit three (3) copies and one (1) electronic Adobe PDF format copy of the draft facilities plan for review and comment.

A meeting will be held with the Engineer and County after the County review process. 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) business days of the meeting.

7.6 Regulatory & Permitting of Pilot system

Services will include communication and design approval with the New York State Department of Environmental Conservation (DEC) for both the pilot and permanent disinfection system, and any other permits and regulatory agency as needed to implement the project. (In regard to the proposed permanent disinfection system, the County envisions a Basis of Design Report (BOD) further described in 7.8.1 below. For this task item the services provided shall include all necessary regulatory communications and approvals to implement and install the pilot system).

7.7 Pilot System Implementation and Operation

The Engineer shall prepare contract documents for the pilot system and necessary site improvements to implement the pilot project. It is expected that the pilot system will have some associated site improvements which would be progressed using term construction contracts and in house forces. The Engineer shall provide drawings and specifications for use by the county to purchase and/or rent the necessary equipment including installation of the pilot system and all supporting components. The engineer shall provide assistance to the county with oversight of the fabrication, construction, and installation of the pilot system as part of the contract. The pilot system should work off an automated system that can be manually operated as needed. The system shall be in operation for a minimum of one disinfection season, the pilot system will be used to test the disinfection methodology and to help formulate the size and design of the final facility. The Pilot system will remain in place until the final system can be designed and installed.

A meeting will be held with the Engineer and County after the implementation and operation of the pilot system to discuss the path forward into the final engineering report. 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) business days of the meeting.

7.7.1 Maintenance of Equipment

For the pilot and permanent disinfection systems the consultant shall conduct monthly maintenance and calibration of each flow meter and sensor associated with the disinfection system to include at a minimum, a sensor scrub, depth and velocity verifications, inspection of all points of connection, desiccant replacement as needed, battery replacement (as needed) to ensure uninterrupted data collection for the duration of the project. Respond to and address instrument failure; when it occurs, within 3 business days.

7.7.2 Monitoring

For the pilot and permanent disinfection systems the consultant shall maintain all necessary calibrated flow monitoring equipment to accurately and continuously monitor/measure combined sanitary sewer flows associated with the disinfection system. Consultant will have full responsibility of its employee's safety and providing appropriate safety equipment. Sampling for the pilot system will be performed by others, all monitoring data will need to be provided to the county for inclusion in HBTW quarterly and annual reporting.

7.8 Final Design Phase Services, Engineering Reports, Investigation Evaluation and Design of Long Term Disinfection System

The Engineer shall prepare a final report summarizing the background information, evaluation of

the pilot, and the final recommendation. The Engineer will provide tables summarizing the feasibility, constructability, effectiveness, lab results, flow data summary, scheduling, and all associated costs. The Engineer will provide twenty-five percent designs as part of the final engineering report which will include the additional upgrades in section 7.8.1 below. 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. The 25 percent design shall mean that the design includes preliminary details of all project aspects/alternatives. The 95 percent design shall mean that the drawings and specifications are 100 percent complete for review by the County. In addition, two (2) meetings will be assumed for coordination and review with the NYSDEC representatives; assume the same level of personnel, length of meeting, and meeting minute requirements as identified above.

As part of the Final Design Phase, the Engineer shall provide updated total construction cost estimates with all design deliverables, specifically the 25 percent design or Basis of Design Report, the 50 percent, and 95 percent deliverables.

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.

Contract Drawings - The Engineer shall prepare contract drawings as virgin files; that is, tiff, dwg, 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.

7.8.1 Additional Upgrades

Additional items that need evaluation of and recommendation for upgrade at HBTW facility shall include the following items:

- Evaluation of the outfall (Manhole 18 / 19) and recommendations for alterations to correct challenges associated with surcharging, flow conditions, and flow metering.
- Evaluation of potential structural or hydrological changes to improve the wetlands treatment capability and/or lower efforts associated with maintenance.
- Evaluation of options and recommendation for replanting or replacing floating island 3 located in cell 1.
- Evaluation of the existing meter locations, communications, connections, and recommendations and implementation of upgrades to be included in construction documents.
- Site upgrades that include but are not limited to better access between the upper and lower portions of the facility, and better control of public access.
- Buildings and/or enclosures for the long term disinfection system and electronic controls.
- Evaluation of SanSep wash down sprays, recommendation for modifications for wash down sprays to increase effectiveness including but not limited to a new larger water service and/or mechanical pump to increase water pressure.

The Engineer shall submit three (3) copies and one (1) electronic Adobe PDF format copy of the final facilities plan for review and comment.

A meeting will be held with the Engineer and County after the County review process. 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) business days of the meeting. This task shall include the development of a draft Basis of Design report for County review and comment, followed by submission of the Basis of Design Report for regulatory approval by the DEC.

7.8.2 Fifty Percent Design Deliverables and Meetings

The Engineer will provide design services for the final engineering report including recommendations approved by the County. The Engineer shall prepare 50% design, specifications, and associated documents suitable for bidding. An Engineer's estimate shall be developed for this stage of design. Further, all design services shall meet the requirements of applicable standards. In addition to tasks otherwise identified, the Engineer shall provide technical services related to investigating and reviewing existing information. The Engineer shall submit three (3) copies and one (1) electronic Adobe PDF format copy of the fifty percent design documents for review and comment.

A meeting will be held with the Engineer and County after the County review process. 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) business days of the meeting.

7.8.3 Ninety-five Percent Design Deliverable and Meetings

7.8.3.1 Three (3) copies and one (1) electronic Adobe PDF format copy of the 95 percent plans and specifications shall be submitted to the County in accordance with the project schedule. The 95 percent design shall mean that the design is 100 percent complete for review by the County. Following the 95 percent review, 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.

7.8.3.2 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

7.8.3.3 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.

7.9 Regulatory & Permitting of long term disinfection system

The Engineer shall provide assistance in communication and permitting with the New York State Department of Environmental Conservation (DEC) for the permanent disinfection system, and any

other permits and regulatory agency as needed to implement the project.

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 required for construction. The Engineer will be required to comply with the most recent requirements of the NYSEFC for funding for 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.

7.9.1 Erosion and Sediment Control Plan

It is anticipated that the limited site disturbance from this project will not require a formal Storm Pollution Prevention Plan (SWPPP). However, an erosion and sediment control plan shall be developed, as needed, and will include the following phases:

The Site Evaluation and Design Development draft portion of the SWPPP shall be part of the 25% design submittal. 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.

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

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.

Construction/Implementation/Inspection: The Engineer shall incorporate the erosion and sediment control plan details in the design documents.

7.9.2 Architectural & Site Improvements

The Engineer shall provide design for architectural and site improvements as needed to implement the project.

7.9.3 Electrical

The Engineer shall provide design for electrical improvements as needed to implement the project.

7.9.4 SCADA Programming, Instrumentation Design and Connectivity

The Engineer shall provide SCADA programming services such that all the equipment installed for the project functions in accordance with design intent and WEP operational goals and needs to facilitate related modifications as noted above. Note all replacement equipment will include both conduit and wiring for SCADA and modification of the existing system to work with the upgrades and new equipment from this project. The Engineer shall be responsible for all SCADA programming and related documentation, including the

development of a Control Narrative. Logic diagrams to be provided at 50% design submittal, control narrative to be submitted for review with 95% design submittal.

The Engineer's proposal shall include a brief description of the disinfection systems SCADA configuration and how the system will operate (include the estimated number of screens and I/O points for the "system" as the basis for this task – not just the individual assets). The SCADA design and programming includes the following:

- For the new disinfection system, include HMI panels at the system location.
- Screens shall be based on industry standard or package provided by manufacturer.
- Engineer will complete a point-by-point inspection of all contractor installed interfaces with SCADA system.
- Engineer is responsible for programming of all non-OEM PLCs, including program modifications to new and existing PLCs as required. The engineer is also responsible for SCADA integration (including SCADA screens and HMI screens for all non-OEM PLCs)
- Engineer is responsible for developing the SCADA and local HMI graphics required to facilitate remote monitoring and control of new and modified processes.
- Engineer is responsible for the development of a Control System Architecture drawing for the new equipment. This should minimally detail all new network (Ethernet and other as applicable) connections with IP addresses, node names and numbers, and media used.
- Engineer is responsible for the associated network programming for remote viewing at the Metro Board.
- The Engineer will be responsible for the design of the PLC control panel layout/assembly drawing(s) with all detailed PLC cabinet and I/O schematics. 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 develop submittal-level panel drawings; include process flow diagrams, development of a Control Narrative, I/O list, and specifications/panel components.

Fabrication Panel Design

With regards to fabrication-level panel design and P&ID drawings, the following level of detail is required such that WEP can review and approve the design:

- 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.
- 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.
- The Engineer is responsible for developing "fault tolerant" Ethernet/IP communications between PLC programs.
- Use of "Typical" drawings are not acceptable in a fabrication-level design drawing package, drawings need to be specific to this project.
- When modifying existing PLC control panel(s), the Engineer shall use available AutoCAD drawings and modify the original AutoCAD drawings. Scanned documentation may only be used in the event that AutoCAD drawings are not available from the County. The Engineer shall then reissue a complete updated set of AutoCAD drawings for the modified control panel.
- P&IDs are required illustrating all new and modified processes including tag numbers assigned in coordination with the Owner.
- The Engineer shall not assume that existing control panel drawings and documentation are available for all existing panels and systems that require modification under this project; including control narratives."

Control System Narrative

With regards to the Control System Narrative, the following level of detail is required:

- Control System Narrative shall describe the automated control and monitoring of all connected devices. This should include detailed information regarding all SCADA/HMI graphics, alarms, alarm acknowledgement, SCADA/HMI set points, trends, reports, and field push-button/pilot light devices. All manual modes of operation available through SCADA/HMI graphics shall be described. In addition, all PID loop controls shall be described.

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_Standards_Version_7_12172014.pdf

7.10 Bid Phase

The Engineers shall provide up to twenty (20) 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) confirmed copies of the contract for execution by the successful bidder(s).

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 question-answer session for Contractors. The Engineer shall prepare written responses to all questions and distribute to all parties within five (5) business days of said meeting.

7.11 Construction Phase Services

7.11.1 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 or NYSEFC;

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 Contractor's 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.

7.11.2 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 all or certain of these meetings. The Engineer shall provide detailed summaries of same.

7.11.3 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 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;

7.11.4 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 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.

7.11.5 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.

7.11.6 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.

7.11.7 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 Engineer's 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.

7.11.8 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.”

7.11.9 Start-up Testing

The Engineer will be required to provide the following services at the time of starting up new equipment associated with (both the pilot and permanent disinfection systems) this project:

Start-up and initial testing for all equipment upgrades, 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:

- a) Preparation and submittal of a system testing; and
- b) 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. A minimum of one (1) day on-site training shall be provided.

The Engineer will be responsible for providing one (1) training sessions specifically regarding the SCADA system modifications and improvements. 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.

7.11.10 Construction Inspection Services

The Engineer shall provide detailed field inspection of the construction. For the purpose of proposal development, include the services of part-time representative for a period of six (6) months. At a minimum the hours included in this task item should include 3 hours per day, for 5 days a week over a 6 month period. 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 a 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 contractor’s 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.

7.11.11 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.
- The engineer shall perform Record Drawing services within 90 calendar days of the start of the guarantee period.
- CAD files of the Record Drawings shall be provided to the County at the end of the project.
- The engineer shall guarantee the accuracy of the Record Drawings for a period of one year from the date of acceptance by the OWNER. If the OWNER finds any errors or omissions in the Record Drawings the engineer shall make the necessary corrections at no additional cost when requested by the OWNER
- 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).

7.11.12 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 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 supplied for Record Drawings.

7.12 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.

7.13. 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.

7.14. Costing Proposal

- 7.14.1 Please include your pricing proposals for the Harbor Brook Treatment Wetlands (CSO 018), Pilot Disinfection Project, RFP No. 17-3330-005 Harbor Brook Treatment Wetlands (CSO 018) Pilot Disinfection Project – Attachment B (Cost Proposal Summary Form).
- 7.14.2 Please include costs associated with any additional services you will provide to Onondaga County.
- 7.14.3 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.
- 7.14.4 **Details for sub-contractor hours must be provided.**

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.

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 (WEP)	April 19, 2017
Submit Proposal to County	May 16, 2017
Select Consultant/Issue Notice to Proceed	TBD
Kick-off Meeting (WEP)	TBD
Submission of Draft Engineering Report	Kick-off meeting +3 months
Progress Meeting (WEP)	TBD
Pilot System Implementation	Kick-off meeting + 6 months
Pilot System Operation	April 2018 – Oct 2018

Final Engineering BOD Report	December 2019
50% Design Documents	February 2019
95% Design Documents	April 2019
Final Design Complete with NYSDEC Approval	TBD
Commencement of Construction	August 2019
Desired Construction Completion Date – On or Before	March 2020**
One Year Warranty Walkthrough	March 2021

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/

ATTACHMENT A
REQUEST FOR PROPOSAL COMPLIANCE STATEMENT
Harbor Brook Treatment Wetlands (CSO 018), Pilot Disinfection Project
NUMBER: 17-3330-005
CLOSING DATE AND TIME: May 16, 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.