ONONDAGA COUNTY

DEPARTMENT OF WATER ENVIRONMENT PROTECTION
http://www.ongov.net
http://savetherain.us

REQUEST FOR PROPOSAL

GREEN PROJECT DESIGN PROFESSIONAL SERVICES

PROPOSAL DUE DATE: MAY 8, 2013, 3:00 P.M.

MARCH 22, 2013
RFP NUMBER 13-3330-002

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

E*xcellence*
T*eamwork*
H*onesty*
I*nnovation*
C*ost-Effectiveness*
S*afety*

Save the Rain

I. INTRODUCTION AND INSTRUCTIONS

1.1. 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.

1.2. 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:	3/22/13	Proposal Submission Deadline:	5/8/13
Pre-Proposal Meeting:	4/15/13	Expected Award Date:	6/27/13
Final Date for Submission of Questions:	4/17/13	Expected Contract Start Date:	8/7/13
Addendum Answering all Questions Issued by County:	4/24/13		
(Posted on our website at www.ongov.net/wep/rfp.html)			

1.3. Submission of Proposals

1.3.1. Sealed proposals, (one [1] original, four [4] copies 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 05/08/13 3:00 p.m. EST. Note: Packages not containing the required number of copies will be rejected.

1.3.2. 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."

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

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

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

1.3.3. All submissions are to be marked "Contents: RFP No. (insert RFP No.)." 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.

1.3.4. No proposal will be considered which is not accompanied by price sheets and signed by an authorized official of the firm. Note: Packages not containing the required number of copies will be rejected.

1.3.5. 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.

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

1.4. 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.

1.5. Proposal Requirements

1.5.1. Technical Proposal

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

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

1.5.1.2. Your approach to the project and any recommended variations from the scope of the project and professional services as presented therein.

1.5.1.3. A discussion on the availability of the team to respond to green project design assignments as in the approximate quantity described over an initial three-year contract basis.

1.5.1.4. 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.

1.5.1.5. Resumes for the individuals (including subcontractors) identified on the organization chart indicating their name, title, reporting office location, project assignment, and relevant experience.

1.5.1.6. 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.

1.5.1.7. MBE/WBE utilization plan to meet the County MBE/WBE goals of ten (10) percent MBE participation and six (6) percent WBE participation.

1.5.1.8. Completed and signed compliance page.

1.5.2 Cost Proposal Details

The cost portion of your proposal shall include the following:

1.5.2.1. 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.

1.5.2.2. A total cost for each of the project tasks identified in the Scope of Services of the

RFP shall be clearly labeled and include all services by others and any reimbursable direct expenses.

1.5.2.3. 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.

1.5.2.4. A description and cost of all reimbursable direct expenses and the amount of markup, if any.

1.5.2.5. 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.

1.5.2.6. 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.

1.5.2.7. Completed Fee Proposal Summary Sheet (Attachment).

1.6. Award and Contract Information

1.6.1. Onondaga County hereby notifies all vendors that it will affirmatively ensure that Minority Business Enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of age, race, color, sex, creed, sexual orientation, national origin, or disability.

1.6.2. The Vendor also 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.

1.6.3. 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.

1.6.4. 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.

1.6.5. 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.

1.6.6. The successful vendor shall comply with the Americans with Disabilities Act.

1.7. Preparation of Proposal

1.7.1. 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.

1.7.2. In case of error in the extension of prices in the proposal, unit prices will govern.

1.7.3. 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.

1.7.4. 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, four (4) copies and one (1) electronic copy, prior to the opening date and time. All proposals shall be marked "RFP# 13-3330-002." 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 (Onondaga County/vendor who is responsible).

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.

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.

3.2.7.2. It is the sole responsibility of the VENDOR 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.

3.3 Sealing and Receipt

All submissions are to be sealed and marked "Contents: RFP No. 13-3330-002." 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 to:

Sheri Nurk, 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 Sheri Nurk by email at SheriNurk@ongov.net. All questions must be received by the date listed in Section 1.2 (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

6.1.1. Contractor covenants and agrees to indemnify, defend, and hold harmless--to the fullest extent permitted by law--the County of Onondaga, its officers, agents and employees, and representatives in connection with this agreement from and against any and all loss or expense that may arise by reason of liability for damage, injury, or death, or for invasion of personal or property rights, of every name and nature including, but not limited to (i) claims of property damage; (ii) claims of personal injury to Contractor if self employed, Contractor's employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees whether incurred as the result of a third party claim or to enforce this contract arising out of or resulting directly or indirectly from the performance of the work or the enforcement of this contract, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability and whether casual or continuing trespass or nuisance and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence, or wrongful act on the part of the Contractor, its employees, or agents.

6.1.2. Without otherwise limiting the scope of the indemnity provisions set forth in paragraph (A) herein, if Contractor serves upon the County, within ten (10) calendar days of being notified by County of a claim a duly executed copy of a letter from Contractor to Contractor's various insurers, providing notice of the claim requesting that the Insurer provide defense therefore, and if within sixty (60) days thereafter, Contractor provides to the County a duly certified letter from Contractor's insurer(s):

(i) Giving notice to Contractor that the claim is not within the scope of coverage of insurance contracts that Contractor is obligated to obtain and maintain in force pursuant to the terms of the AGREEMENT or;

(ii) A Reservation of Rights Letter, together with Contractor's duly signed consent to joinder in any pending action and to participation in settlement of the consent to joinder in any pending action and to participation in settlement of the claim, the County shall assume the cost of defending the claim. Provided, however, that the County reserves all rights pursuant to applicable law and Paragraph A of this section to seek recovery of all costs incurred by the county in defending the claim to the fullest extent allowed by applicable law. The County's reservation of rights as set forth herein is without prejudice to Contractor's right to seek to limit the obligation to indemnify the County for defense costs incurred by the county to the percentage of the claim or damages caused by the negligence or other fault of the Contractor.

6.1.3. The Contractor further covenants and agrees to obtain the necessary insurance as required by the General Obligations Law of the State of New York and this contract to effectuate this Hold Harmless clause and shall name the County of Onondaga as an additional insured on all applicable insurance and indemnification. (See also insurance provision).

6.2 Insurance

Contractor shall purchase and maintain insurance of the type and coverage set forth below, written on an occurrence basis reasonably acceptable to the County of Onondaga and which will provide primary liability coverage to the Contractor **AND WITH THE COUNTY NAMED AS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTING BASIS** for claims which may arise out of or result from Contractor's operations under the contract, including without limitation (i) claims because of bodily injury, occupational sickness or disease, or death, whether to Contractor if self-employed, Contractor's employees, or others and whether or not under a workers' compensation or other similar act or law for the benefit of employees; and (ii) claims because of injury to or destruction of tangible property, including loss of use resulting therefrom.

All policies shall be written so that the County of Onondaga will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates or insurance from the carrier or their authorized agent with the appropriate additional insured endorsement attached showing the County of Onondaga as an additional insured and stating the limits of liability, expiration date which are acceptable to the County of Onondaga shall be filed with and accepted by the County of Onondaga before operations are begun. The intent is that this insurance, with the County of Onondaga being named as an additional insured, is to be primary over and above the County of Onondaga's own general liability coverage.

Contractor agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises-Operations, Products/Completed Operations, Blanket Broad Form Contractual, Independent Contractors, and Broad Form Property Damage Coverage with minimum limits of not less than one million dollars ($1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage.

Contractor also agrees to obtain and maintain Automobile Liability insurance for owned, hired, and non-owned vehicles with minimum limits of not less than one million dollars ($1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage.

In addition, the Contractor shall obtain and maintain Professional Liability Insurance with minimum limits of not less than one million dollars ($1,000,000.00). Also, the Contractor shall

obtain and maintain Umbrella Insurance with minimum limits of not less than one million dollars ($1,000,000.00).

Contractor further agrees to comply with the requirements of the New York State Workers' Compensation Board regarding proof of compliance with the New York State Workers' Compensation Law. The New York State Workers' Compensation Board requires the County to obtain from contractors proof of Workers' Compensation insurance coverage, self insurance, or exemption from the requirement of obtaining Workers' Compensation Insurance coverage. Proof must be submitted to the County on forms specified by the Workers' Compensation Board and that are stamped as received by the Workers' Compensation Board.

6.3 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.

6.4 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.

6.5 Conflict of Interest

At the time Contractor submits a bid or if no bid is submitted, prior to performing any services under this agreement Contractor shall deliver to County's Department of Law the attached affidavit certifying that Contractor 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 Contractor. Contractor assumes full responsibility for knowing whether Contractor'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, Contractor shall disclose immediately to the County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Contractor, Contractor's officers, Contractor's employees, Contractor's agents, and Contractor's servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and Contractor'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, Contractor shall suspend all work and services, and County's payments to Contractor 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 Contractor, and Contractor shall disclose the same. Contractor 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. Contractor 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, Contractor 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 Contractor's officers, Contractor's employees, Contractor's agents, or Contractor's servants shall be deemed a conflict of interest of Contractor, giving rise to the duty to disclose.

Contractor 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.

6.6 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.

6.7 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.

6.8 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.

6.9 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.

6.10 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.

6.11 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.

6.12 Contract

The contract between the County and the Vendor shall include:

6.12.1 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.

6.12.2 The standard Onondaga County vendor contract, a copy of which is attached hereto.

6.13 Extensions and Amendment

Contract will be for one (1) year 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.

6.14 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.

6.15 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.

6.16 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.

6.17 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.

6.18 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.

7. SCOPE OF SERVICE

7.1. Introduction

The County is migrating its Save the Rain Green Infrastructure Program toward the use of a Green Program Manager and a separate Green Project Design and Construction Phase engineering firm. In this Request for Proposals, the County of Onondaga is seeking proposals for professional services to perform green project design and construction phase services. Conceptually, the County's Green Program Manager will determine the general location and stormwater management model (SWMM) capture needs in various sub-catchment areas in the various combined sewer sheds in the City of Syracuse—needed for compliance with the Amended Consent Judgment (ACJ) and larger program criteria established in the Save the Rain Program (www.savetherain.us). With these general parameters determined by the Green Program Manager, the Save the Rain program will engage a committee of community and municipal officials to facilitate a neighborhood concept to meeting the stormwater capture needs for ACJ compliance within the sub-catchment area. Those

neighborhood concept meetings will generate the community's preferred green asset approach from a menu primarily consisting of: vacant lot improvements, green streets, or where applicable and feasible the greening of existing public infrastructure such as parks, parking lots, or libraries. This procurement is for the professional engineering services associated with taking these concepts to preliminary fieldwork for verification of feasibility, and then to 50 percent design phase, 90 percent design phase, final design, bidding, and engineering support during construction.

7.2. Purpose

The purpose of this request for proposal is to obtain the services of a qualified, professional engineering firm(s) to perform design and related construction phase services for the many Save the Rain projects identified by the County's Green Program Manager in 2013, 2014, and 2015 with the potential of annual renewals for services through 2018. The exact quantity and location of these projects will be determined by the program manager's integration of SWMM, existing green and gray assets already in construction or completed, Green Improvement Fund (GIF) projects and street tree and road reconstruction projects provided in tandem with the City of Syracuse. It is anticipated that several dozen green projects from the menu described in 7.1.1 would be included. This work will be integral to the County's above goal and would be developed each year in order for the County to meet its ACJ capture requirements.

7.3. Project Orientation Meeting

Following the Notice-to-Proceed, the selected consultant(s) shall attend a project orientation meeting with pertinent County personnel. At this meeting project contacts, responsibilities, initial design project assignments backlog, document distribution, project schedule, and any other requirements shall be discussed and verified. Assume the meeting will be two hours in length. The meeting shall be attended by two of the Consultants' personnel who will be directly involved in the project. The Consultant shall prepare and distribute minutes of the meeting within ten (10) calendar days of the meeting.

7.4. Green Project Design – Scope of Services Overview

General criteria for project designs include:

7.4.1. Project design sites will be conceptually prescreened by the County's Green Program Manager (CH2M Hill) for conformity with CSO capture and SWMM needs. The Green Program Manager will also conduct conceptual go/no go prescreening of sites to flag for likely rejection project design sites which present readily apparent SEQRA, SHPO, brown field/compromised environmental condition, or project sites or characteristics which might require DEC review and approval.

7.4.2. Once prescreened by the Green Program Manager, project sites or localities will be vetted by a green program committee of local officials and community representatives. The program committee will identify the preferred green infrastructure for stormwater capture--typically from a matrix of vacant lot types; green streets; or, if conditions permit, the greening of local public infrastructure such as parking lots, parks, or libraries.

7.4.3. The Green Project Designer(s) (GPD), *selected by this procurement*, will be responsible for the scope of services to take these conceptual sites and community project preference through the various phases of design, bid, and construction. Services include collecting topographic survey or soil percolation information as required for design. Professional services to be provided through this procurement may include surveying, civil engineering, landscape architecture, and construction inspection to yield ACJ conforming stormwater

capture at design sites locations. The ACJ program design storm is ½ inch of rain per hour for two hours.

7.4.4. Design goals include the maximization of stormwater gallons of capture per dollar of total project cost. The County has an overarching capital goal of CSO capture by green projects for less than $0.35 per gallon of storm event capture.

7.4.5. Design goals include projects that are constructible with readily available materials and commercially available landscape stock. Native species available through conventional nursery stock should be chosen for planted landscape elements and so called invasive species are to be excluded from designs.

7.4.6. Design goals include providing aesthetically pleasing green infrastructure stormwater capture assets. Where landscape elements are included they shall be designed for ready establishment of healthy landscape features in metropolitan Syracuse, New York at the various project locations.

7.4.7. Design shall place an emphasis on ease and economy of preventive and periodic maintenance both of landscape elements and civil elements such as catch basins, porous or impervious pavements, walks, curbs, and drainage pipes.

7.4.8. The County's green infrastructure term services bid package includes many standard project details which should be incorporated where appropriate to provide economies of standardization and acceptance by the County and the City of Syracuse. Reference www.savetherain.us/XXX (tbd).

7.4.9. Projects will be reviewed at fifty (50) and ninety-five (95) percent completion phase at design review meetings with the County and the Green Program Manager, including the preparation of eight (8) sets of project plans for review by the County and Green Program Manager, plus additional plans as needed for two (2) green project design (GPD) team representatives. For cost planning purposes, vacant lot projects should anticipate forty-five minutes of coordinated review at the 50 percent and then at the 95 percent design stage. Other projects should anticipate 1.25 hours of coordinated review at 50 percent and then at 95 percent with two representatives of the green project design team on hand for review of design, constructability, and maintenance discussions. A post review checklist of comments and comment response shall be prepared by the GPD within 7 days after the design review session.

7.4.10. Project design service scope includes bid phase services such as the coordination and printing of 25 sets of bid documents by the GPD.

7.4.11. It is reasonably anticipated that at least three dozen vacant lots will be designed and constructed within the first three years of this agreement. In addition, approximately one dozen typical residential green street projects will be moved from concept to design, and another one half dozen public infrastructure projects such as parks or parking lots will be moved from concept to design, bid, and build. In example, at this time the following

project concept sites are identified for strong consideration for design, bid, and build dependent upon SWMM validity:

C64a: Thornden Park – Swimming Pool Parking Lot
C74b: Otisco Street Phase 2
E07: Parking Lot at Marshall and Crouse
E-22: Lincoln Park
F07b: McChesney Park

Over four dozen vacant lots have been prescreened for future potential design, bid, and build depending upon SWMM validation and Green Program Committee endorsement.

7.5 Vacant Lot Design Team Proposal and Example Cost Development

In order to create a platform for fair and uniform consideration of responses to this request for proposals, with respect to vacant lot professional services, please provide:

7.5.1. A description of the proposed consulting team to be used for the design construction phase services associated with Save the Rain green infrastructure type vacant lot projects. The team information shall identify the design leader and team members by name, title, reporting office location, and resume of relevant experience. Provide a discussion on the ability of this team to service design and construction phase services to the County on a timely basis and provide specific response time commitments feasible by this team toward the County's needs with respect to other work at the firm.

7.5.2. A brief listing of similar projects of this type and scope completed within the past five years. Kindly include project references and total costs of reference projects.

7.5.3. The name and involvement of any subcontractors to be utilized on the project, as well as the proposed plan of compliance to meet or exceed the current 20 percent MWBE participation guidelines of the New York State Environmental Finance Corporation.

7.5.4. In narrative form, provide a discussion of the team's suggested approaches to achieve the above-stated goals for maintenance, stormwater capture, construction cost efficiency, and landscape contemplations.

7.5.5. In narrative form, provide a discussion on the potential expected economies in design, construction phase services, and construction costs which the proposer may be able to reasonably suggest the County should anticipate in the delivery of three dozen or more vacant lot projects over a three year initial contract term. Also provide any additional supporting experience of suggest expertise that the proposed design team will bring to the County to help in the continued development of award winning, esthetically pleasing, and highly effective Save the Rain vacant lot projects.

7.5.6. Proposers shall provide a detailed cost proposal to design and support construction phase services of a sample vacant lot design for the parcel located at 156-158 West Brighton Avenue in the City of Syracuse. As noted above, green project design elements in the cost proposal shall include relevant survey, percolation testing, civil and landscape design, 50 and 95 percent design review sessions with County and Green Program Manager, printing of construction documents, and adequate construction phase services (see below) and support to assure the County that the construction is being provided in a manner consistent

with the design intent and in the event of change order conditions to be sure that the project conforms to the required design standards and conditions. A summary cost proposal form for vacant lot design is attached as Attachment A, and it should be submitted along with supporting details and tables provided by the proposer. For the purposes of this cost example, please reference the design for 701 Otisco Street as a vacant lot typology applicable to the subject example. http://savetherain.us/str_project/vacant-lot-oswego-st/

Construction Phase Services to be provided in consideration of cost proposal development include:

7.5.7 Bid Phase

The Engineers shall provide up to twenty-five (25) 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 bidders(s).

7.5.8. Pre-bid Meeting

Include as applicable: 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.

7.5.9. Meeting Attendance and Site Visits

Engineer shall attend pre-construction 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.

7.5.10. Shop Drawings and Sample Review

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.

7.5.11. Construction Consultation

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 final inspection and certification of completion.

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

7.5.11.2. 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.

7.5.11.3. Review documents and submissions by contractors pertaining to scheduling and advise the County as to their acceptability.

7.5.11.4. Collect and file chronologically certified payrolls for all prime and subcontractors involved in the project.

7.5.11.5. Review and approve Contractor progress payment requisitions.

7.5.11.6. Routinely record deviations from contract plans and prepare record drawings.

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

7.5.12. 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:

7.5.12.1. Changes in location, elevations of project components and/or equipment.

7.5.12.2. Changes in materials (i.e., piping, wiring, etc.).

7.5.12.3. Changes in topographical contours of finished earth surfaces and in elevations of finished grades, streets, etc.

7.5.12.4. Additions and/or exclusions to project.

7.5.12.5. 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. Relocation of underground utilities as a result of interference with project components.

7.5.12.6. Modifications made to existing structures made necessary by requirements of work.

7.5.12.7. The Engineer shall supply four (4) sets of "D" size as-built prints and four (4) sets of reduced 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.

7.6. Green Street Lot Design Team Proposal and Example Cost Development

In order to create a platform for fair and uniform consideration of responses to this request for

proposals, with respect to vacant lot professional services please provide:

7.6.1. A description of the proposed consulting team to be used for the design and construction phase services associated with Save the Rain green infrastructure street projects or green road reconstruction projects or other green transportation project as may be requested by the County. To the extent the team might vary from the vacant lot design team identify the design leader and team members by name, title, reporting office location, and resume of relevant experience. Provide a discussion on the ability of this team to service design and construction phase services to the County on a timely basis and provide specific response time commitments feasible by this team toward the County's needs with respect to other work at the firm.

7.6.2. A brief listing of similar projects of this type and scope completed within the past five years. Kindly include project references and total costs of reference projects.

7.6.3. The name and involvement of any subcontractors to be utilized on the project, as well as the proposed plan of compliance to meet or exceed the current 20 percent MWBE participation guidelines of the New York State Environmental Finance Corporation. http://www.nysefc.org/Default.aspx?tabid=465

7.6.4. In narrative form, provide a discussion of the team's suggested approaches to achieve the above-stated goals for maintenance, stormwater capture, construction cost efficiency, and landscape contemplations.

7.6.5. In a narrative form, provide a discussion on the potential expected economies in design, construction phase services, and construction costs which the proposer may be able to reasonably suggest the County should anticipate in the delivery of approximately eighteen (18) green street projects over a three-year initial contract term. Also provide any additional supporting experience or suggested expertise that the proposed design team will bring to the County to help in the continued development of award winning, esthetically pleasing, and highly effective Save the Rain green street projects. Describe the team's approach to working effective design in an existing urban landscape typically congested with numerous utilities, existing residential access, and lateral connections for sewer, water, gas, and other utilities.

7.6.6. Proposers shall provide a detailed cost proposal to design and support construction phase services of a sample green street design for the parcel located at 156-158 West Brighton Avenue in the City of Syracuse. As noted above, green project design elements in the cost proposal shall include relevant survey, percolation testing, civil and landscape design, 50 and 95 percent design review sessions with County and Green Program Manager, printing of construction documents, and adequate construction phase services (see below) and support to assure the County that the construction is being provided in a manner consistent with the design intent and, in the event of change order conditions, to be sure that the project conforms to the required design standards and conditions. A summary cost proposal form for vacant lot design is attached as Attachment B and it should be submitted along with supporting details and tables provided by the proposer. For the purposes of this cost example, please reference the design for Concord Place applicable to the subject example. http://savetherain.us/str_project/concord-place/.

7.6.7. Construction Phase Services to be provided in consideration of cost proposal development

and potential future agreement for services include: Bid Phase; Pre-bid Meeting; Meeting Attendance and Site visits; Shop Drawings and Samples Review; Construction Consultation; Record Drawings, all as described I the vacant lot work tasks above.

7.7. Green Park and Public Infrastructure Design Team Proposal, Scope, and Example Cost Development

In order to create a platform for fair and uniform consideration of responses to this request for proposals, with respect to vacant lot professional services, please provide:

7.7.1. A description of the proposed consulting team to be used for the design and construction phase services associated with Save the Rain green infrastructure park and public infrastructure. Such park and public infrastructure projects typically include the greening of impervious playing and parking surfaces at parks, school parking lots, and public parking lots. To the extent the team might vary from the vacant lot or green street design team, identify the design leader and team members by name, title, reporting office location, and resume of relevant experience. Provide a discussion on the ability of this team to service design and construction phase services to the County on a timely basis and provide specific response time commitments feasible by this team toward the County's needs with respect to the work at the firm.

7.7.2. A brief listing of similar projects of this type and scope completed within the past five years. Kindly include project references and total costs of reference projects.

7.7.3. The name and involvement of any subcontractors to be utilized on the project, as well as the proposed plan of compliance to meet or exceed the current 20 percent MWBE participation guidelines of the New York State Environmental Finance Corporation. http://www.nysefc.org/Default.aspx?tabid=465.

7.7.4. In narrative form, provide a discussion of the team's suggested approaches to achieve the above-stated goals for maintenance, stormwater capture, construction cost efficiency, and landscape contemplations.

7.7.5. In narrative form, provide a discussion on the potential expected economies in design, construction phase services, and construction costs which the proposer may be able to reasonably suggest the County should anticipate the delivery of six to ten green park and public infrastructure projects over a three-year initial contract term. Also, provide any additional supporting experience or suggested expertise that the proposed design team will bring to the County to help in the continued development of award-winning, esthetically pleasing, and highly effective Save the Rain green park and public infrastructure projects.

7.7.6. Proposers shall provide a detailed cost proposal to design and support construction phase services of a sample vacant lot design for the parcel located at Schiller Park and Brighton Avenue in the City of Syracuse. As noted above, green project design elements in the cost proposal shall include relevant survey, percolation testing, civil and landscape design, 50 and 95 percent design review sessions with County and Green Program Manager, printing of construction documents, and adequate construction phase services (see below) and support to assure the County that the construction is being provided in a manner consistent with the design intent and in the event of change order conditions, to be sure that the project conforms to the required design standards and conditions. A summary cost proposal form for green park and public infrastructure design is attached as Attachment C, and it should be

submitted along with supporting details and tables provided by the proposer. For the purposes of this cost example, please reference the designs for Wadsworth, Leavenworth/Barker, Seymour Academy, Skiddy Park projects located at www.savetherain.us. Construction phase services to be provided in consideration of cost proposal development and potential future agreement for services include: Bid phase, Pre-bid Meeting, Meeting Attendance and Site Visits, Shop Drawings and Samples Review, Construction Consultation, Record Drawings, all as described in the vacant lot work tasks above.

7.8 Project Schedule

Task	Scheduled Date	Required Scheduling Terms
Release Date for Proposal	3/22/13	None
Pre-Proposal Meeting	4/15/13	
Questions Deadline	4/17/13	
County Response to Questions	4/24/13	
Proposal Submission Deadline	5/8/13	
Expected Award Date	6/27/13	
Expected Contract Start Date	8/7/13	
Project Orientation Meeting	8/14/13	

7.9 Proposal Requirements

7.9.1. Technical Proposal

The technical portion of the proposal shall include the following:

7.9.1.1. Your understanding of the project scope and specific issues. The proposal should correspond to the tasks outlined in the Scope of Services.

7.9.1.2. Your approach to the project and any recommended variations from the scope of the project and professional services as presented therein.

7.9.1.3. A discussion on the availability of the team to respond to green project design assignments as in the approximate quantity described above over an initial three-year contract basis.

7.9.1.4. A project organizational chart identifying the make-up of your team and identifying the officer responsible for the project, project manager, subcontractors, and other key staff and their involvement on the project.

7.9.1.5. As previously noted, resumes for the individuals (including subcontractors) identified on the project organizational chart indicating their name, title, reporting office location, project assignment, and relevant experience.

7.9.1.6. As previously noted, 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.

7.9.2. Cost Proposal Details

The cost portion of the proposal shall include the following:

7.9.2.1. The total cost to the County for completing all the tasks 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 wage rate multiplier shall not be in excess of 3.10.**

7.9.2.2. A total cost for each of the project tasks identified in the Scope of Services of the RFP. These shall be clearly labeled and include all services by others and any reimbursable direct expenses.

7.9.2.3. A description and cost of services by others and the amount of markup, if any. **Under no circumstances may the mark-up of services by others exceed 1.05.**

7.9.2.4. A description and cost of all reimbursable direct expenses and the amount of markup, if any.

8. EVALUATION METHODOLOGY

8.1. Contract will be awarded to the vendor(s) most responsive and responsible and not solely on the basis of price.

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

8.2.1 Compliance with the RFP format requirements and general understanding of the project requirements

8.2.2 Specific design approach/methodology (problem solving abilities and creativity)

8.2.3 Experience and Qualifications of personnel/project team

8.2.4 Project management capabilities (approach, schedule, quality/cost control, implementation)

8.2.5 Records of past performance (tight timeframes and sequential construction, working relationships, rigorous regulatory requirements)

8.2.6 Ability to meet and conduct business in Onondaga County

8.2.7 Price

8.2.8 County goals.

Onondaga County Department of
WATER ENVIRONMENT PROTECTION

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
TITLE: Green Project Design Professional Services
RFP NUMBER: 13-3330-002
CLOSING DATE AND TIME: May 8, 2013, 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 further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in a federal or state competitive purchasing process. 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.

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. ALL SUBMISSIONS ARE TO BE SEALED AND MARKED "CONTENTS: RFP NO. 13-3330-002" A SEPARATE TRANSMITTAL LETTER SHALL ACCOMPANY THE SUBMISSIONS.

Attachment B - Green Infrastructure Design Professional Services

In addition to the cost proposal details requested in Section 1.5.2, please provide the following summary information.

Vacant Lot Cost Proposal Summary Sheet

Phase	Typical Design Components of Phase	One Lot Cost
Concept	Receiving the design location and vacant lot typology from the Green Program Manger, services in this phase would include but not be limited to: ~ use of existing mapping i.e. Google earth, old plans, USDA soil survey ~ identify potential capture areas with GI type to capture ~ review area by tour to visually survey major conflicts ~ perform a quick utility inventory to determine potential involvement/conflicts ~ concept plan preparation ~ concept submittal to Green Program Committee & City ~ inclusive of work items and subcontracts necessary to complete phase **Concept Phase Cost:**	_____
50% Phase	Design and related work to verify viability of Concept, including but not limited to: ~ preliminary calculation of capture ~ soils testing with percolation ~ determine survey and utility information and capture as needed ~ preliminary plans with landscape concept ~ rough cost estimate ~ review with Green Program Manager, Green program Committee, and County ~ inclusive of work items and subcontracts necessary to complete phase **50% Design Phase Cost:**	_____

90% Phase Design and related work to Final/near Final completion
to include but not be limited to:
~ final survey
~ final drainage calculations and sizing of facilities
~ final details and specifications
~ review with Green Program Manager, Green Program Committee, and County
~ if work includes City street, park or assets, review with City
~ inclusive of work items and subcontracts necessary to complete phase

90% Design Phase Cost _____

Bid Phase Services to produce final Plans and Specs,
~Address open comments and prepare final bid documents
~ hold prebid meetings, issue minutes and any addenda
~ review bids and write award recommendation
~ Bid packages would be lump sum with
unit price backup on up to 5 additive unit items
~ prepare a one page project summary fact sheet
~ inclusive of all other typical bid phase services
~ reimbursable direct expenses

Bid Phase Cost _____

Construction Phase Services to provide typical construction phase tasks
including but not limited to: RFI's, modifications, and changes
~ review of submittals and shop drawings
~ review of payment applications
~ construction consultation, final inspection & certification
~ record drawings
~ inclusive of all other engineering construction phase
services to provide typical construction phase tasks

Construction Phase Cost _____

Proposed Total Service Costs For One Vacant Lot	

Three dozen lots projected during initial contract term; if economies of scale are appropriate:

Proposed Total Service Costs for 36 Vacant Lots	

Multipliers, mark up, and subcontracting summary for Vacant Lot Services

Multiplier for direct design service wages _____
reference 1.5.2.1

Multiplier for direct construction service wages _____
reference 1.5.2.1

Mark up for services provided by others _____
reference 1.5.2.5

proposed W/MBE utilization as a percentage
of proposed scope, ref. 1.5.1.7 _____

Attachment C - Green Infrastructure Design Professional Services

In addition to the cost proposal details requested in Section 1.5.2, please provide the following summary information.

Green Street Cost Proposal Summary Sheet

Phase	Typical Design Components of Phase	One Street Example Cost
Concept	Receiving the design location and street from the Green Program Manger; services in this phase would include but not be limited to: ~ use of existing mapping i.e. Google earth, old plans, USDA soil survey ~ identify potential capture areas with GI type to capture stormwater ~ review area by tour to visually survey major conflicts ~ perform a quick utility inventory to determine potential involvement/conflicts ~ review roadway capacity and service details with City ~ concept plan preparation ~ concept submittal to Green Program Committee & City ~ inclusive of work items and subcontracts necessary to complete phase	**Concept Phase Cost:** _____
50% Phase	Design and related work to verify viability of Concept, including but not limited to: ~ preliminary calculation of capture ~ soils testing with percolation ~ determine and capture survey and utility information ~ preliminary plans with landscape concept ~ rough cost estimate ~ review with Green Program Manager, Green Program Committee, and County ~ inclusive of work items and subcontracts necessary to complete phase	**50% Design Phase Cost:** _____

90% Phase Design and related work to Final/near Final completion
to include but not be limited to:
~ final survey
~ final drainage calculations and sizing of facilities
~ final paving, curb cut, intersection and cross walk elements and details
~ final details, typical sections, plans and specifications
~ review with Green Program Manager, Green Program Committee, and County
~ review with City
~ inclusive of work items and subcontracts necessary to complete phase

90% Design Phase Cost _____

Bid Phase Services to produce final Plans and Specs,
~Address open comments and prepare final bid documents
~ hold prebid meetings, issue minutes and any addenda
~ review bids and write award recommendation
~ Bid packages would be lump sum with
unit price backup on up to 5 additive unit items
~ prepare a one page project summary fact sheet
~ inclusive of all other typical bid phase services
~ include reimbursable direct expenses

Bid Phase Cost _____

Constructio Services to provide typical construction phase tasks
Phase including but not limited to: RFI's, modifications, and changes
~ review of submittals and shop drawings
~ review of payment applications
~ construction consultation, final inspection & certification
~ record drawings
~ inclusive of all other engineering construction phase
services to provide typical construction phase tasks

Construction Phase Cost _____

Proposed Total Service Costs For One Example Green Street	

One dozen streets projected during initial contract term, if economy of scale is appropriate-

Proposed Total Service Costs for 12 Green Streets	

Multipliers, mark up, and subcontracting summary for Green Street Design Services

Multiplier for direct design service wages _____
reference 1.5.2.1

Multiplier for direct construction service wages _____
reference 1.5.2.1

Mark up for services provided by others _____
reference 1.5.2.5

proposed W/MBE utilization as a percentage
of proposed scope, ref. 1.5.1.7 _____

Attachment D - Green Infrastructure Design Professional Services

In addition to the cost proposal details requested in Section 1.5.2, please provide the following summary information.

Green Park - Parking Lot Cost Proposal Summary Sheet

Phase	Typical Design Components of Phase	One Parking Lot Example Cost
Concept	Receiving the design location and park data from the Green Program Manger; services in this phase would include but not be limited to: ~ use of existing mapping i.e. Google earth, old plans, USDA soil survey ~ identify potential capture areas with GI type to capture stormwater ~ review area by tour to visually survey major conflicts ~ perform a quick utility inventory to determine potential involvement/conflicts ~ review park visitor and service details with City ~ concept plan preparation ~ concept submittal to Green Program Committee & City ~ inclusive of work items and subcontracts necessary to complete phase	**Concept Phase Cost:** _____
50% Phase	Design and related work to verify viability of Concept, including but not limited to: ~ preliminary calculation of capture ~ soils testing with percolation ~ determine and capture survey and utility information ~ preliminary plans with landscape concept ~ rough cost estimate ~ review with Green Program Manager, Green Program Committee, and County ~ inclusive of work items and subcontracts necessary to complete phase	**50% Design Phase Cost:** _____

90% Phase Design and related work to Final/near Final completion
to include but not be limited to:
~ final survey
~ final drainage calculations and sizing of facilities
~ final paving, parking, and cross walk elements and details
~ final details, typical sections, plans and specifications
~ review with Green Program Manager, Green Program Committee, and County
~ review with City
~ inclusive of work items and subcontracts necessary to complete phase

90% Design Phase Cost _____

Bid Phase Services to produce final Plans and Specs,
~Address open comments and prepare final bid documents
~ hold prebid meetings, issue minutes and any addenda
~ review bids and write award recommendation
~ Bid packages would be lump sum with
unit price backup on up to 5 additive unit items
~ prepare a one page project summary fact sheet
~ inclusive of all other typical bid phase services
~ include reimbursable direct expenses

Bid Phase Cost _____

Constructi Services to provide typical construction phase tasks
Phase including but not limited to: RFI's, modifications, and changes
~ review of submittals and shop drawings
~ review of payment applications
~ construction consultation, final inspection & certification
~ record drawings
~ inclusive of all other engineering construction phase
services to provide typical construction phase tasks

Construction Phase Cost _____

Proposed Total Service Costs For One Example Green Parking Area	

Six parks projects projected during initial contract term, if economy of scale is appropriate-

Proposed Total Service Costs for 6 Green Parking Areas	

Multipliers, mark up, and subcontracting summary for Green Parks Design Services

Multiplier for direct design service wages
reference 1.5.2.1 _____

Multiplier for direct construction service wages
reference 1.5.2.1 _____

Mark up for services provided by others
reference 1.5.2.5 _____

proposed W/MBE utilization as a percentage
of proposed scope, ref. 1.5.1.7 _____

DEPARTMENT DepartmentName CONTRACT NO.

AGREEMENT

The County of Onondaga (County) and **Engineer Name** (Engineer) at **Address**, agree that:

TERM

The term of this contract shall be from **ContractStart** through **ContractEnd** with the option of three (3) one (1) year renewals. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The County reserves the right to terminate this Agreement for cause at any time.

No work may begin or any services provided under this contract until both parties hereto have signed this Agreement and notice to proceed has been given.

SCOPE OF SERVICES

The Engineer shall **(RFP SECTION 7 – SCOPE OF SERVICES)**

COMPENSATION

The County hereby agrees to pay the Engineer an amount not to exceed (Contract amount) in full and final satisfaction of all services and expenses.

All payment shall be made in accordance with procedures established by County's comptroller. ***<Name of County Department>***, is hereby designated to act on behalf of County in directing and reviewing Engineer's services. The Engineer shall report directly to **ReportsTo, Title**, or other designee.

DEFENSE, INDEMNIFICATION AND HOLD HARMLESS

A. The Engineer covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the County of Onondaga, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to Engineer if self employed, Engineer's employees, agents, or subcontractor; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from the performance of the work or the enforcement of this Contract, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the Engineer.

B. Without otherwise limiting the scope of the indemnity provisions set forth in paragraph (A) herein, if Engineer serves upon the County, within ten (10) calendar days of being notified by County of a claim a duly executed copy of a letter from Engineer to Engineer's various insurers, providing notice of the Claim requesting that the Insurer provide defense therefore, and if within sixty (60) days thereafter, Engineer provides to the County a duly certified letter from Engineer's insurer(s):

(i) Giving notice to Engineer that the claim is not within the scope of coverage of insurance contracts that Engineer is obligated to obtain and maintain in force pursuant to the terms of this AGREEMENT or;

(ii) A Reservation of rights Letter; together with Engineer's duly signed consent to joinder in any pending action and to participation in settlement of the claim, the County shall assume the cost of defending the claim. Provided, however, that the County reserves All rights pursuant to applicable law and Paragraph A of this Section to seek recovery of all costs incurred by the county in defending the claim to the fullest extent allowed by applicable law. The County's reservation of rights as set forth herein is without prejudice to Engineer's right to seek to limit the obligation to indemnify the County for defense costs incurred by the County to the percentage of the claim or damages caused by the negligence or other fault of the Engineer.

C. The Engineer further covenants and agrees to obtain the necessary insurance as required by this contract to effectuate this Hold Harmless clause, and shall name the County of Onondaga as an additional insured on all applicable insurance and indemnification. (See also insurance provision).

INSURANCE

Engineer shall purchase and maintain insurance of the types and coverages set forth below, written on an occurrence basis, reasonably acceptable to the County of Onondaga and which will provide primary liability coverage to Engineer **AND WITH THE COUNTY NAMED AS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTING BASIS** for claims which may arise out of or result from Engineer's operations under the Contract, including without limitation (i) claims because of bodily injury, occupational sickness or disease, or death, whether to Engineer if self-employed, Engineer's employees or others and whether or not under a workers' compensation or other similar act or law for the benefit of employees; and (ii) claims because of injury to or destruction of tangible property, including loss of use resulting therefrom. As the sole exception to the foregoing, the Engineer shall not be required to name the County as an additional insured on policies issued to it for the professional liability of the Engineer.

All policies shall be written so that the County of Onondaga will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates or insurance from the carrier, or their authorized agent, with the appropriate additional insured endorsement attached showing the County of Onondaga as an additional insured and stating the limits of liability, expiration date which are acceptable to the County of Onondaga shall be filed with and accepted by the County of Onondaga before operations are begun. The intent is that this insurance, with the County of Onondaga being named as an additional insured, is to be primary over and above the County of Onondaga's own general liability coverage.

The Engineer agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises-Operations, Products/Completed Operations, Blanket Broad Form Contractual, Independent Contractors, and Broad Form Property Damage Coverage with minimum limits of not less than one million dollars ($1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage.

The Engineer also agrees to obtain and maintain Automobile Liability Insurance for owned, hired and non-owned vehicles with minimum limits of not less than one million dollars ($1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage.

In addition, the Engineer shall obtain and maintain Professional Liability Insurance with minimum limits of not less than one million dollars ($1,000,000.00).

Also, the Engineer shall obtain and maintain Umbrella Insurance with minimum limits of not less than one million dollars ($1,000,000.00).

Engineer further agrees to comply with the requirements of the New York State Workers' Compensation Board regarding proof of compliance with the New York State Workers' Compensation Law. The New York State Workers' Compensation Board requires the County to obtain from Engineers proof of Workers' Compensation insurance coverage, Self Insurance or exemption from the requirement of obtaining Workers' Compensation insurance coverage. Proof must be submitted to the County on forms specified by the Workers' Compensation Board and that are stamped as received by the Workers' Compensation Board.

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.

ASSIGNMENT

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

INDEPENDENT CONTRACTOR

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

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 (l) 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.

LICENSES AND PERMITS

Engineer shall obtain at Engineer's own expense all licenses or permits required for Engineer's services or work under this agreement, prior to the commencement of Engineer's services or work.

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.

AGREEMENT MODIFICATIONS

This agreement represents the entire and integrated agreement between County and Engineer and supersedes all prior negotiations, representations or agreements either written or oral. This agreement may be amended only by a writing signed by County and Engineer.

SEVERABILITY

If any term or provision of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law.

CLAUSES REQUIRED BY LAW

Each and every provision of law and clause required by law to be part of this agreement shall be deemed to be part of this agreement and to have been inserted in this agreement, and shall have the full force and effect of law.

SUSPENSION AND DEBARMENT

Engineer certifies that, except as noted, Engineer and any person associated with Engineer in the capacity of owner, partner, director, officer, or major stockholder is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, and has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

INTERPRETATION AND ENFORCEMENT

This Agreement shall be construed and interpreted under, and governed and enforce according to, the law of the State of New York. Questions regarding the interpretation of this Agreement AND ENFORCEMENT OF ITS TERMS shall be resolved in a Court of competent jurisdiction sitting in the County of Onondaga.

PARTIES BOUND

This Agreement shall inure to the benefit of and be binding UPON each PARTY HERETO AND THEIR LEGAL successors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

COUNTY OF ONONDAGA

Dated:_____20 By: _____
Joanne M. Mahoney, County Executive AttorneySign

CoName

Dated:_____20 By: _____

Form 1

State of _____)
County of _____) ss.:

On the ____ day of _____ in the year _____ before me the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that ____ (he or she or they) executed the same in ____ (his or her or their) capacit(y)(ies), and that by ____ (his or her or their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

_____

Form 2

State of _____)
County of _____) ss.:

On the _____ day of _____ in the year _____ before me personally came _____, who, being by me duly sworn, did depose and say that ____ (he or she or they) reside(s) in _____ (if the place of residence is in a city, must include the street and street number, if any); that ____ (he or she or they) is (are) the _____ (must be corporation's president or other officer or attorney-in-fact duly appointed) of _____, the corporation described in and which executed the above instrument; and that ____ (he or she or they) signed ____ (his or her or their) name(s) thereto by authority of the board of directors of said corporation.

_____

Instructions to Contractor About Signing and Acknowledging

If the contractor is an individual, a partnership, a limited liability company, an unincorporated association, or any entity, other than a corporation, the authorized signer of the agreement is to date and sign the agreement, and acknowledge signing, in only the Form 1, above, manner, before a notary public, and the notary public is to complete, sign, and affix the notary public's statement of authority to, only Form 1, above.

If the contractor is a corporation, the authorized signer of the agreement is to date and sign the agreement, and acknowledge signing, in both the Form 1, above, manner and in the Form 2, above, manner, before a notary public, and the notary public is to complete, sign, and affix the notary public's statement of authority to, both Form 1, above, and Form 2, above.

Conflict Interest Affidavit

State of)
County of) ss:

, being duly sworn, deposes and says:

<*Engineer's Name*> (Engineer) agrees 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 the services to be rendered to the County of Onondaga (County).

Engineer further agrees that, in the rendering of services to County, no person having any such interest shall knowingly be employed by Engineer.

_____

Sworn to before me on this
day of 20 .

_____