

Monroe County



Maggie Brooks
County Executive

REQUEST FOR PROPOSALS

*Construction Management Services
for the Monroe Community College Public Safety Building/
Building 21 Project*

May 4, 2011

Proposals Due: **May 27, 2011, 3:00 P.M.**

Submit to Jane Naylon

Note: Proposals submitted after the Due Date/Time will be rejected

Monroe County
Department of Finance
Division of Purchasing & Central Services
County Office Bldg., Room 200
39 West Main Street
Rochester, New York 14614

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SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

Monroe County is soliciting proposals to provide *Construction Management Services for the Monroe Community College Public Safety Building/Building 21 Project*. Prospective Consultants must offer a proposal that will meet the scope of services, qualifications and general description of work activities identified in Section 2 of this Request for Proposals (“RFP”).

In responding to this RFP, Consultants must follow the prescribed format as outlined in Section 3.3(A). By so doing, each Consultant will be providing the County comparable data submitted by other Consultants and, thus, be assured of fair and objective treatment in the County review and evaluation process.

1.2 Definition: Construction Manager as Consultant

Wherever the term “Consultant” is used in this RFP, it shall mean “Construction Manager” (CM); the terms “Consultant” and “Construction Manager” are interchangeable.

1.3 RFP Coordinator—Issuing Office

This RFP is issued for Monroe County. The RFP Coordinator, identified below, is the sole point of contact regarding this RFP from the date of issuance until the selection of the successful Consultant.

Jane Naylor
Manager, Contractual Services
Phone: (585) 753-7534
Email: jnaylor@monroecounty.gov

Consultant inquiries must be made a minimum of **seven (7) business days prior to the proposal due date**.

1.4 Presentation and Clarification of the County's Intentions

As a result of this RFP, the County intends to enter into contracts with the selected Consultants to supply the services described in Section 2. However, this intent does not commit the County to award a contract to any responding Consultant, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. The County reserves the right, in its sole discretion, to accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of the County to do so.

1.5 An Overview of the Organization

Monroe County is located in the Finger Lakes Region of New York State, where the Genesee River meets the south shore of Lake Ontario. Monroe County has a population of over 735,000 residents. The County is comprised of 19 towns, 10 villages and the City of Rochester, the third largest city in New York State.

Monroe County government, with a workforce of approximately 4,600 full and part-time employees, has an annual operating budget close to \$1 Billion. County government provides a variety of services, including: public safety, health and human services, economic development, recreation, transportation and environmental services. Monroe County also owns and operates the Greater Rochester International Airport and Seneca Park Zoo.

Monroe County is a community of innovators on the cutting edge of scientific research and discovery; a community of entrepreneurs; home to some of the world's best-known brands and fastest growing companies; and, a community recognized for its leadership in arts, culture and higher education.

1.6 Background of Monroe Community College

Monroe Community College was founded in 1961 as part of a statewide system of two-year institutions designed to provide technical, paraprofessional and university-parallel education. Today, the College is one of thirty (30) community colleges within the State University of New York System (SUNY). The College has two (2) campuses: the main campus is located in a suburb of Rochester at 1000 East Henrietta Road and the Damon City Campus is located at 228 East Main Street in downtown Rochester.

Enrollment exceeds 18,000 students per semester in credit courses. Several thousand additional students are enrolled in non-credit courses through the College's Corporate Training and Community Education programs.

1.7 Deadline for RFP Submissions

Final RFP submissions must be received by the RFP Coordinator at the address specified in *Section 3.3 (A)* by **3:00 PM EST on May 27, 2011**. To be considered, sealed proposals must arrive on or before the time and date specified. **Requests for extension of the submission date will not be granted.** Consultants mailing proposals should allow ample delivery time to assure timely receipt of their proposals.

1.8 Required Copies:

Consultants must submit one (1) signed original proposal and five (5) complete copies of the signed original. Proposals should be clearly marked as **"Proposal for Construction Management Services for the Monroe Community College Public Safety Building/Building 21 Project."** Consultants may provide electronic, as well as hardcopy, versions of their proposals; hardcopies **must be** submitted as outlined above. Consultants shall make no other distribution of proposals. Each proposal must be signed by an official authorized to legally bind the Consultant to all provisions included in the proposal.

1.9 Withdrawal Notification:

Consultants receiving this RFP who do not wish to submit a proposal should reply with a "No Proposal" letter to be received by the RFP Coordinator no later than the proposal submission date. This copy of the RFP is to be returned with the withdrawal correspondence. The RFP is the property of Monroe County and may not be reproduced or distributed for purposes other than proposal submission without the written consent of the Monroe County Attorney.

1.10 Site Visit

Consultants are invited to attend an **escorted tour of Building 21** (Campus Services Complex) at the Brighton Campus of MCC on **Tuesday, May 17, 2011 at 11:00 A.M.**; meet in Building 21 (from there, you will be directed to a meeting room). Contact Reinhard Gsellmeier at 585-753-7541 to confirm attendance at the site visit. There will be no other formal opportunities to tour the existing facility.

SECTION 2 – SCOPE OF WORK AND CONSULTANT SERVICES

2.1 General Scope of Work

Project Overview

This project involves both a renovation of, and addition to, the existing MCC Building 21 Campus Services Complex. The existing building is approximately 17,890 gross sf in size; the area/extent of the renovation remains to be determined. The building addition is anticipated to be approximately 22,000 sf. The total project budget (to include construction, FF&E and soft costs) is \$9.93 M.

The primary goals of the project are to:

- Bring Public Safety Services, currently scattered around the campus, to the building and thereby free up academic space.
- Create more covered storage space for the MCC Grounds Department.
- Make Building 21 compliant with ADA requirements.
- Increase the size of both the secure and nonsecure storage areas of the receiving dock.
- Renovate the interior of Building 21 to accommodate the increased personnel occupancy and shop space needs.

A first-blush vision for the project includes a two-story atrium entrance, with a glass wall office area overlooking the campus. Extensive video and data cabling will be required as part of the project, to accommodate the relocation of MCC Security. Part of the addition will include a garage with holding cells for arrestees, that will need to be designed to meet applicable law enforcement standards. The portion of the addition that will contain covered storage is anticipated to be a metal building. Site improvements will also be required, to accommodate the demand for additional parking.

LEED® Certification

The project design must incorporate sustainable design principles in accordance with Monroe County's Green Building Policy. United States Green Building Council LEED Certification (Silver as a minimum) will be pursued for this project.

2.2 Consultant Services

The Consultant will be required to perform requested services that may include, but will not be limited to, the following:

Services During Design

- cost estimating;
- value engineering input;
- development of an overall phasing plan, construction schedule and identification of project milestones;
- constructability reviews of design submissions; and
- review of the project specifications (scopes of work, temporary services, phasing plan, special conditions, etc.).

Services During Bidding

- review of all addenda;
- attendance at the pre-bid meeting and bid opening;
- participation in interviews of the apparent low bidders for each construction contract; and

- review and evaluation of the bids, and input to the design team on their award recommendation.

Services During Construction and Closeout

The project design team will provide basic services during construction that will include review of submittals, attendance at job meetings, preparation of responses to RFIs, preparation of RFPs, etc. The CM will be the County's/College's lead during construction, working together with the design team to achieve the following project goals:

A. Overall/General Goals

1. Protect the interests of the County and College.
2. Deliver a quality project completed on-time and within budget.
3. Protect the safety of the public.
4. Promote positive public relations.
5. Ensure a coordinated, effective effort by the combined AE/CM Team.
6. Treat all parties fairly.
7. Minimize the impacts of construction activities on the public.

B. Communications & Documentation

1. Identify the process for addressing Owner concerns.
2. Provide a single point of contact to the Owner, all Contractors and any other parties involved during construction.
3. Maintain an updated project contact list.
4. Manage and track the flow of all paperwork (submittals, certs, RFI's, RFP's, change orders, warranties, etc.).
5. Keep the Owner informed of all issues (claims, delays, disputes, etc.).
6. Communicate (as an Agent of the Owner) with the Contractors.
7. Schedule, conduct and document (minute) all construction related meetings.
8. Document the progress of the work (e.g. via. inspection reports and photographs).
9. Maintain project records on-site.
10. Maintain copies of all permits on-site. Ensure that permit requirements are met.

11. Minimize (avoid) negative press.
12. Maintain as-built record information, and ensure that Contractor red-line markups are being kept current.

C. Schedule and Work Activities

1. Manage the project so that it remains on-schedule.
2. Keep Owner informed of progress.
3. Prepare an overall project master schedule.
4. Monitor and coordinate Contractor schedules.
5. Monitor and coordinate services being provided by the Owner.
6. Coordinate the sequences of construction and assignment of work areas between Contractors.
7. Coordinate startup, testing and commissioning services.

D. Construction Quality & Inspection

1. Ensure a high level of quality in the construction.
2. Ensure compliance of the work with the contract documents.
3. Provide Special Inspections as required by NYS Building Code.
4. Geotechnical observation as required.
5. Decide when the services of a material testing agency (County term contractors) are needed, and schedule accordingly.
6. Reject deficient work, and follow-through to ensure that deficiencies are corrected.
7. Manage and monitor completion of punchlist items.

E. LEED Documentation and Compliance

1. Ensure that all required LEED submittals are received and the construction documentation is complete, such that the project is able to become LEED Silver certified.
2. Ensure compliance with LEED specific contract requirements by all Contractors (eg. Construction Waste Management; Indoor Air Quality).

F. Contractor Payments and Extras

1. Review, approve and certify Contractor requests for payment.
2. Minimize the number and dollar value of claims.

3. Provide the Owner with cost estimates for extras prior to issuance of RFP's to the Contractor.
4. Negotiate change orders and participate in dispute resolution.

G. Safety

1. Ensure the safety of the public at all times.
2. Collect and review (but do not approve) Contractor safety programs, and notify Contractors of any apparent deficiencies.
3. Notify Contractors of obvious unsafe conditions; ensure that action is taken and report serious violations to governing agencies as necessary.
4. Ensure that all accidents are promptly reported.

H. M/WBE Reporting Requirements

1. Ensure that Contractors comply with the M/WBE reporting requirements.

I. Construction Contract Management

1. Incorporate management practices to: i) enforce construction contract requirements; ii) deal with contractors that fail to comply with the construction contract requirements; and iii) any such other functions utilized by the CM, preferably proactive, as may be required to insure that the Owner's total interest in contract compliance is preserved.

Upon selection, a detailed scope of work will be developed with the selected Consultant, Monroe County and MCC.

2.3 Anticipated Procurement and Project Schedule

The following tentative schedule represents the best estimate of the schedule that will be followed for this project. Monroe County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

TENTATIVE SCHEDULE

<u>Event</u>	<u>Date</u>	<u>Time</u>
RFP Release	05/04/2011	
Site Visit	05/17/2011	11:00 AM
Closing Date for Inquiries	05/16/2011	
Proposal Submission Due Date	05/27/2011	3:00 PM

Time Estimates/Goals

Consultant Selection Completed	July 2011
Consultant Authorized to Proceed	January 2012
Advertise for Construction Contracts	October 2012
Construction Notice to Proceed	February 2013
Construction Completion	June 2014

SECTION 3 - SPECIFIC PROPOSAL REQUIREMENTS

3.1 General

- A. Completeness of Proposals:** To be considered, Consultants must submit a complete response to this RFP. Consultants not responding to all information requested in this RFP or indicating exceptions to those items not responded to may have their proposals rejected. There will be no public opening of the proposals.
- B. Economy of Preparation:** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Consultant's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional material, etc. are not necessary or desired. **Emphasis should be concentrated on accuracy, completeness, and clarity of content.** All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as "consultant complies" or "consultant understands" should be avoided.

3.2 Organization of Proposal

This section outlines the information that must be included in all proposals. Please organize proposal information in the same order as the items listed in this section.

- A. Transmittal Letter.** Each response to the RFP should be accompanied by a letter of transmittal not exceeding one (1) page that indicates the projects the firm is interested in pursuing, summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the Consultant to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number and e-mail address for the consultant's contact person.
- B. Table of Contents.** Include a Table of Contents at the beginning, which clearly outlines the contents of the proposal.
- C. General Firm Information.** Provide information related to the proposing firm and any firms proposed for use as subconsultants. Specifically address the following:
1. Year the firm was organized.
 2. Identification of firm ownership.
 3. Functions and location of the firm's nearest regional office to Monroe County.
- D. Qualifications.** The proposal should describe the Consultant's, qualifications, experience, and general approach to the project. The proposal should address the Consultant's capability to perform all or most aspects of the project. The proposal must include the following:
1. A description of the Consultant's understanding of the scope and purpose of the project.
 2. A description of how the Consultant's team will be organized and the approach to the project. Include a list and organizational chart showing all of the team's proposed subconsultants, key project personnel and their respective disciplines.

- Specific subconsultants are to be identified. Proposals that include nebulous statements along the lines of “.....a subconsultant for the XXXX work will be identified at a later date.....” may receive low scores.
3. Descriptions of at least three (3) similar projects completed by the Consultant. Include a description of each project, photographs of the completed projects, the final design and construction costs for each project, an owner’s representative familiar with the project and a contact phone number.
 4. A detailed and specific description of the proposer's qualifications, expertise, certifications, experience, etc. in Construction **Contract Management** as opposed to CM. Include examples of actions taken and documents written to obtain timely, economical and compliant results for the Owner that are defensible in a court of law. Construction Contract Management refers to the management practices that will be utilized by the CM to: i) enforce the construction contract requirements; ii) deal with contractors that fail to comply with the construction contract requirements; and iii) any such other functions utilized by the CM, preferably proactive, as may be required to insure that the Owner’s total interest in contract compliance is preserved.
- E. Sustainable Design** The Consultant’s experience and qualifications with reference to LEED certified projects.
- F. M/WBE Utilization.** A description of the approach for M/WBE utilization for design and construction phase services.
- If the Consultant elects to meet the M/WBE participation requirements by utilizing M/WBE subconsultants, the specific M/WBE subconsultants are to be identified in the proposal. Proposals that include nebulous statements along the lines of “.....a M/WBE subconsultant for the XXXX work will be identified at a later date.....” may receive low scores.
- G. Debarment Certification.** For each consultant and any proposed subconsultants, include a completed and signed *Consultant Certification Regarding Debarment, Suspension and Responsibility (Appendix A)*.
- H. Non-Collusion Certification.** For each consultant and any proposed subconsultants, include a completed and signed *Consultant Non-Collusion Certification (Appendix A)*.
- I. Authority to Submit Proposal.** For each consultant and any proposed subconsultants, include a completed and signed *Authority to Submit Proposal (Appendix A)*.

3.3 Submission of Proposal(s)

- A. Acceptance Period and Location:** To be considered, Consultants must submit a complete response to this RFP. Consultants not responding to all information requested in this RFP or indicating exceptions to those items not responded to may have their proposals rejected.

Sealed proposals must be received at the address below on or before **3:00 p.m. Eastern Standard Time, on May 27, 2011.**

Jane Naylon
Monroe County Purchasing and Central Services
200 County Office Building
39 West Main Street
Rochester, New York 14614
Phone: (585) 753-7534
Email: jnaylon@monroecounty.gov

- B. Required copies:** Consultants must submit one (1) signed original Proposal and five (5) complete sets of the signed original. **Proposals should be clearly marked “Proposals for Construction Management Services for the Monroe Community College Public Safety Building/Building 21 Project.”** Consultants shall make no other distribution of proposals. An official authorized to bind the Consultant to its provisions must sign proposals.
- C. Pricing Period:** For this RFP, the proposal must remain valid for a minimum of 120 days past the due date for receipt of RFPs.

3.4 Response Date

To be considered, sealed proposals must arrive on or before the time and date specified herein. **Requests for extension of the submission date will not be granted.** Consultants mailing proposals should allow ample delivery time to assure timely receipt of their proposals.

3.5 Clarification of RFP and Questions

Questions that arise prior to or during proposal preparation must be submitted **in writing or via email** pursuant to instructions in Section 1 of this Request for Proposals. Questions and answers will be provided to all Consultants who have received RFPs and must be acknowledged in the RFP response. No contact will be allowed between the Consultant and any other member of the County with regard to this RFP during the RFP process unless specifically authorized in writing by the RFP Coordinator. Prohibited contact may be grounds for Consultant disqualification.

SECTION 4 - GENERAL INFORMATION FOR THE CONSULTANT

4.1 Method of Evaluation

- A. Evaluation Committee:** Selected personnel from Monroe County, Monroe Community College and other designated organizations will form the evaluation committee for this RFP. It will be the responsibility of this committee to evaluate all properly prepared and submitted responses to the RFP and make a recommendation for award.
- B. Evaluation and Selection Criteria:** If the Selection Committee elects to interview any Consultants, they will select Consultants based on the proposals received. Prior to evaluating each Consultant's proposal, the Selection Committee will develop an agreed-upon list of criteria to be used in evaluating potential Consultants. Numerical rating factors will be assigned to each criterion on the basis of the Selection Committee's priorities and conception of the importance of each factor. Based on the proposals and interviews, the Selection Committee will select one (1) Consultant. The selection criteria used to evaluate each proposal may include, but are not limited to, the following:
- ◆ Understanding of Scope of Project
 - ◆ Proposed Approach to the Project
 - ◆ General Technical and Professional Competence
 - ◆ Specific Experience on Similar Projects
 - ◆ LEED Project Experience
 - ◆ Previous Performance Record
 - ◆ Resident Engineering Capability for Construction Phase Services
 - ◆ Capacity and Availability to Perform the Services
 - ◆ Knowledge of Monroe County and MCC Facilities and Operations
 - ◆ Approach to M/WBE Utilization
 - ◆ Local Office
 - ◆ Conflicts of Interest

4.2 Contract Approval Process: Consultants must be aware that any contract(s) resulting from this request for proposals is subject to prior approval by the Monroe County Legislature and the Monroe County Law Department.

4.3 Oral Presentation

Consultants who submit a proposal may also be required to make an oral presentation of their proposal to the County. These presentations will provide an opportunity for the Consultant to clarify their proposal to ensure a thorough mutual understanding. At the same time, Monroe County is under no obligation to offer any Consultant the opportunity to make such a presentation.

4.4 Investigations

County reserves the right to conduct any investigations necessary to verify information submitted by the Consultant and/or to determine the Consultant's capability to fulfill the terms and conditions of the bidding documents and the anticipated contract. The County reserves the right to visit a prospective Consultant's place of business to determine the existence of the company and the management capabilities required to administer this agreement. The County will not consider Consultants that are in bankruptcy or in the hands of a receiver at this time of tendering a proposal or at the time of entering into a contract.

4.5 Consultant Agreement

A copy of the Standard Monroe County Architectural and Engineering Services Agreement (Agreement) is attached as **Appendix B**.

4.6 M/WBE Participation Goals

M/WBE participation is required for these projects. The policy of the County is to increase the level of participation of Minority- and Women-Owned Business Enterprises (M/WBEs) in all possible areas of Monroe County procurement. In furtherance of that policy, the County requires the Consultant to utilize best efforts to achieve goals for M/WBE participation on these projects. The percentage goals are ten percent (10%) MBE, and two percent [2%] WBE, of the total cost of professional services provided under the Consultant's agreement. The participation goals apply to each individual phase of the project (planning, design and construction).

The CONSULTANT may substitute Minority or Women CO-OP Student Employment for M/WBE Utilization. The CO-OP Student must be utilized on the PROJECT for at least 50% of their work hours. Minority Students shall be credited against MBE requirements and Women Students shall be credited against WBE requirements. Student credit shall equal the student's billing rate times the hours worked on the PROJECT.

4.7 Reservation of Rights

The County reserves the right to refuse any and all proposals, in part, or in their entirety, or select certain products from various Consultant proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of the County. The County is not committed, by virtue of this RFP, to award a contract, or to procure or contract for services. The proposals submitted in response to this request become the property of the County. If it is in its best interest to do so, the County reserves the right to:

- A. Make selections based solely on the proposals or negotiate further with one or more Consultants. The Consultant(s) selected will be chosen on the basis of greatest benefit to the County as determined by an evaluation committee.
- B. Negotiate a contract with the selected Consultant, one for each designation.
- C. Award a contract to more than one Consultant for any portion of the projects outlined herein.

4.8 Contract Negotiation

Negotiations may be undertaken with those Consultants whose proposals prove them to be qualified, responsible, and capable of fulfilling the requirements of this RFP. The contract that may be entered into will be the most advantageous to the County. The County reserves the right to consider proposals or modifications thereof received at any time before a contract is awarded, if such action is in the best interest of the County.

4.9 Acceptance of Proposal Content

The contents of the proposal of the successful Consultants may become contractual obligations, should a contract ensue. Failure of a Consultant to accept these obligations may result in cancellation of the award.

4.10 Prime Responsibilities

The selected Consultants will be required to assume responsibility for all services offered in its proposal whether or not provided by them. The selected Consultants will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved of non-performance of any of its subcontractors. Further, the County shall approve all subcontractors and will consider the selected Consultants to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

4.11 Property Rights

For purposes of this RFP and for the contract, the term “Work” is defined as all data, records, files, information, work products, discs or tapes developed, produced or generated in connection with the services to be provided by the Consultant. The County and the Consultant intend the contract to be a contract for services and each considers the Work and any and all documentation or other products and results of the services to be rendered by the Consultant to be a work made for hire. In submitting a proposal in response to this RFP, the Consultant acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of the County.

The Consultant and the Consultant’s employees shall have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of the County. Any property or Work not specifically scheduled in the Contract, as property of the Consultant shall constitute property of the County.

In addition to compliance with the right to audit provisions of the contract, the Consultant must deliver to the County, no later than the twenty-four (24) hours after receipt of the County’s written request for same; all completed, or partially completed, Work and any and all documentation or other products and results of the services under such contract. The Consultant’s failure to timely deliver such work or any and all documentation or other products and results of the services will be considered a material breach of the contract. With the prior written approval of the County, this twenty-four (24) hour period may be extended for delivery of certain completed, or partially completed, work or other such information, if such extension is in the best interests of the County.

The Consultant will not make or retain any copies of the Work or any and all documentation or other products and results of the services provided under such Contract without the prior written consent of the County.

4.12 Contract Payment

Actual terms of payment will be the result of agreements reached between Monroe County and the Consultants selected.

4.13 News Release

News releases pertaining to this RFP or the services to which it relates will not be made without prior approval by the County and then only in coordination with the County Department of Communications and Special Events and the County “Client” Department.

4.14 Incurring Costs

Monroe County is not liable for any costs incurred by Consultants prior to the effective date of the contract.

4.15 Material Submitted

All right, title and interest in the material submitted by the Consultants as part of a proposal shall vest in Monroe County upon submission of the Consultant's proposal to Monroe County without any obligation or liability by Monroe County to the Consultants. Monroe County has the right to use any or all ideas presented by a Consultants.

Monroe County reserves the right to ownership, without limitation, of all proposals submitted. However, because Monroe County could be required to disclose proposals under the New York Freedom of Information Law (Public Officers Law §§ 84 – 90), Monroe County will, to the extent permitted by law, seek to protect the Contractor's interests with respect to any trade secret information submitted as follows:

Pursuant to Public Officers Law § 87, Monroe County will deny public access to Consultants' proposal to the extent the information constitutes a trade secret, which if disclosed would cause substantial harm to the Consultant's competitive position, provided the Consultant identified the information it considers to be a trade secret and explains how disclosure would cause harm to the Consultant's competitive position.

4.16 Procedures for Construction Manager Fee Proposals

A copy of the *Monroe County Procedures for Construction Manager Fee Proposals (Procedures)* and *Monroe County Construction Manager Fee Tables and Forms* are provided with this RFP as **Appendix C**, for your review and information.

It is not necessary to include a fee proposal or any of these documents as part of your proposal submission—they are included for informational purposes only.

All proposals shall be considered final when received.

RFP APPENDIX A

MONROE COUNTY REQUIRED FORMS

THE FOLLOWING FORMS ARE REQUIRED PROPOSAL SUBMISSION DOCUMENTS. FAILURE TO COMPLETE ANY OF THESE FORMS AND SUBMIT THEM WITH YOUR PROPOSAL MAY RENDER THE PROPOSAL NON-RESPONSIVE AND INELIGIBLE FOR AWARD.



**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND RESPONSIBILITY**

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
2. Have not within a three-year period preceding this transaction/application/proposal/ contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three-year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Date: _____

_____ [Print name of Contractor]

[Signature of Authorized Individual]

[Print Name of Signer]

[Print Title/Office of Signer]



NON-COLLUSION CERTIFICATION

By submission of this proposal, the Offeror _____ certifies,
Name of Offeror

that (s)he is _____ of _____ and,
Title Name of Firm

under penalty of perjury, affirms:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly, to any other Offeror or to any competitor; and
3. No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.
4. The proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation.
5. Each person signing the proposal certifies that:

[a] He is the person in the Consultant's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (1-4] above;

Or

[b] He is not the person in the Consultant's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to (1-4) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (1-4) above.

Sworn to before me this _____ day of _____, _____ Offeror Signature

Notary Public {SEAL}



MONROE COUNTY

Division of Purchasing and Central Services

County Office Building • Room 200 • 39 West Main Street • Rochester • New York • 14614

Authority to Submit Proposal

Regarding: Construction Management Services for the Monroe Community College Public Safety Building/Building 21 Project

The submittal of this proposal is the duly authorized official act of the Proposer and the undersigned officer of the Proposer is duly authorized by resolution of Proposer to execute this Proposal on behalf of and as the official act of the Proposer, this _____ day of _____, 2011.

Company: _____

By: _____

Print Name: _____

Title: _____

RFP APPENDIX B

SAMPLE Standard Monroe County Consultant Agreement (Agreement)

Proposers should note that the County reserves the right to include all the contractual Provisions outlined in the Sample Agreement herein as part of the final contract. Although such provisions will govern all proposals as submitted, the County also reserves the right to later amend, delete, or revise such provisions.

Standard Monroe County Agreement

SAMPLE

THIS AGREEMENT made on the _____ day of _____, _____, by and between _____ with offices at _____, Rochester, New York 14614, hereinafter referred to as the "OWNER" and _____ with offices at _____, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the OWNER requires professional services in connection with the hereinafter referred to as the "PROJECT", and

WHEREAS, the CONSULTANT has submitted a scope and fee proposal, attached hereto as Appendix "A" dated, _____, _____, to perform the required services, and

WHEREAS, attached hereto is Appendix "B", Additional Service - Resident Project Representation, and

WHEREAS, attached hereto is Appendix "C", Additional Service - Coordination and Scheduling, and

WHEREAS, the OWNER accepted the CONSULTANT'S proposal on _____, _____.

NOW THEREFORE, the OWNER and the CONSULTANT, for the consideration hereinafter set forth, agree as follows:

SECTION I - SCOPE OF WORK

The CONSULTANT shall provide the professional services as described in Appendix A in connection with the PROJECT. In the event of a discrepancy between Appendix A and other Sections of this Agreement, Appendix A shall govern.

SECTION II - BASIC SERVICES OF THE CONSULTANT

The Basic Services of the CONSULTANT shall be as described below and as further qualified/defined in Appendix A.

A. GENERAL - The CONSULTANT shall:

1. Perform or provide all professional services required in connection with the PROJECT as hereinafter stated, and/or as stated in the proposal (Appendix A) and in the Contract Documents for construction for the PROJECT. The Contract Documents include drawings, specifications and reports that are used to construct the PROJECT.
2. Serve as the OWNER'S professional representative in all phases of the PROJECT.
3. Give consultation and professional advice to the OWNER during the performance of its services.
4. Designate the Principal of the firm in responsible charge of the PROJECT, and the Project Manager that shall be responsible for the CONSULTANT'S day-to-day management of the PROJECT.

- B. **PLANNING** - After receiving written authorization from the OWNER to proceed, the CONSULTANT shall:
1. Collect and compile existing PROJECT data including but not limited to PROJECT survey, PROJECT features, subsurface investigations and environmental investigations.
 2. Prepare a report that details existing conditions, and outlines the needs of the PROJECT.
 3. Identify and evaluate PROJECT alternatives which meet the needs of the PROJECT.
 4. Provide the owner with a recommended alternative along with associated cost estimate.
 5. Compile above documents into a complete PROJECT report.
 6. Attend and participate in various public participation activities.
 7. Provide the copies of the PROJECT report necessary for filing with the owner and other jurisdictions.
- C. **PROGRAM DEVELOPMENT AND CONCEPT DESIGN** - After receiving written authorization from the OWNER to proceed the CONSULTANT shall:
1. Consult with the OWNER to determine the program requirements of the PROJECT.
 2. Attend and conduct workshops as necessary to define program requirements.
 3. Collect and review existing record information.
 4. Make recommendations to the OWNER where additional information will be required.
 5. Conduct an initial code review.
 6. Prepare concept level site and building plans.
 7. Provide a concept level opinion of probable construction cost.
- D. **PRELIMINARY/SCHEMATIC DESIGN** - After receiving written authorization from the OWNER to proceed the CONSULTANT shall:
1. Consult with the OWNER to determine the requirements of the PROJECT.
 2. Make recommendations to the OWNER on the necessity of providing or obtaining other services, such as:
 - a. Property, Boundary, Right of Way, Topographic or Utility Surveys.
 - b. Core Borings, Probing or Subsurface Explorations.
 - c. Laboratory testing and inspection of samples or materials.
 - d. Other special consultations.
 3. Furnish a Boring Location Plan, if required.

4. Prepare a Preliminary Engineering Report (Report) on the PROJECT. The Report should include schematic layouts and sketches, cost estimates, and preliminary Construction Drawings for the PROJECT. It should be in sufficient detail to indicate clearly any problems involved, the alternate solutions available to the OWNER and the CONSULTANT'S recommendations.
5. Provide the number of copies of the Report necessary for filing with the OWNER and other jurisdictional and financial authorities or as stipulated in the proposal.
6. Attend conferences and perform any engineering services necessary to obtain approval of the Report by jurisdictional and financial authorities.

E. FINAL DESIGN

After receiving written authorization from the OWNER to proceed, the CONSULTANT shall:

1. On the basis of the approved preliminary design documents, prepare detailed Contract Documents (Contract Drawings, specifications and reports) that will be used to bid the PROJECT.
 - a. The CONSULTANT shall prepare Contract Drawings using computer aided drafting (CAD) technology that meets the requirements of this Agreement.

Contract Documents (drawings, specifications and reports) must comply with the New York State Uniform Fire Prevention and Building Code, Federal handicapped accessibility requirements, and ANSI/CASO 92.
2. Furnish engineering data to the OWNER and prepare the required documents so that the OWNER may secure approval from such governmental authorities as have jurisdiction over design criteria applicable to the PROJECT. For building related projects requiring a Monroe County building permit, it is the responsibility of the CONSULTANT to complete a Monroe County "Building Permit Package", and submit two (2) sets of plans and specifications for submission to the Monroe County Code Enforcement Officer. The CONSULTANT must obtain a Building Permit from the Code Officer prior to the start of construction.
3. Advise the OWNER of any adjustment of the cost estimate for the PROJECT caused by changes in scope, design requirements or construction costs and furnish a revised cost estimate for the PROJECT based on the completed drawings and specifications.
4. Prepare proposal forms and Notice to Bidders and assist in assembling documents for bidding purposes.
5. Submit to the OWNER for approval one (1) set of Contract Documents [original plans on either vellum or mylar (3 mils thick, dbl. mat) and original specifications (single sided)] signed and sealed as required. The drawing size shall be 30" x 42", 22" x 34", or 24 x 36" sheet size, as directed by the County, unless otherwise regulated by the State of New York or the United States Federal Government.
6. Prepare Addenda as required.
7. Assist the OWNER in obtaining and evaluating bids, prepare the bid tabulation and provide a recommendation for award of contracts for the construction of the PROJECT.
8. Furnish and prepare a set of Construction Documents ("Construction Drawings" and "Construction Specifications") that incorporate all changes made by addenda during the bid period. Both the Construction Drawings and the Construction Specifications shall be signed

and sealed. Construction Drawings shall be reproducible (either vellum or mylar). CAD files of the Construction Drawings meeting the requirements of this Agreement shall be provided to the OWNER at this time.

F. CAD DRAWING FILE REQUIREMENTS: The CAD drawing files turned over to the OWNER shall be in an AutoCad format with no external references. Where external references have been used during development of the drawings, those external references shall be bound to the drawings before the CAD files are provided to the OWNER. The file format shall contain separate layers, appropriate to the PROJECT, for the following features:

- Drawing borders and title blocks;
- All work items to be “removed”.
- Dimensions, column lines & designations and centerlines;
- Fire rating indicators
- Building walls, doors, and windows and general construction details and features;
- Building reflected ceiling plans;
- Building modular furniture;
- Building HVAC;
- Building plumbing;
- Building sprinkler/fire protection;
- Building electrical;
- Building lighting plans
- Topographical information;
- Easements, Right of Way lines, property lines and monuments;
- All control monumentation (RCS, USC & GS, etc.);
- Street Curb Lines;
- Sidewalks;
- Driveway aprons with labels, if applicable;
- Street lights with labels, if applicable.
- Street lines (determined by survey methods);
- Grid or grid tics (100' spacing) with NAD '83 coordinate values labeled on grid;
- Watermains (if constructed as part of the PROJECT);
- Sewer Mains (if constructed as part of the PROJECT);
- Public utilities

Notes related to any one of the above items should be created on the same layer. The CONSULTANT may create additional layers or sub-layers to suit PROJECT needs. Any layers listed above that do not pertain to the PROJECT may be omitted.

G. CONSTRUCTION PHASE SERVICES - After receiving written authorization from the OWNER to proceed the CONSULTANT shall:

1. Consult with and advise the OWNER, act as the OWNER'S representative and issue instructions of the OWNER to the Contractor.
2. 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, and ANSI/CABO 92.
3. Attend regularly scheduled job meetings, progress meetings, pay estimate meetings and coordination meetings. When required by the OWNER, the Principal of the firm in responsible charge of the PROJECT, as well as the Project Manager, shall be designated to attend all or certain of these meetings.

4. Based on on-site observations as an experienced and qualified design professional keep the OWNER informed, in writing, about the progress of the work and notify the OWNER of any defects or deficiencies in the Contractor's work. To fulfill this obligation, however, CONSULTANT need not make exhaustive or continuous on-site inspections, nor are they responsible for the techniques and sequences of construction, the safety of the Contractor's or subcontractor(s) personnel, or the Contractor's failure to perform the work in accordance with the Contract Documents. CONSULTANT remains liable for and responsible for the safety of his own employees, subconsultants and agents.

5. Unless otherwise specified in the Contract Documents, within 10 business days check and approve the following for conformance with the PROJECT design concept and compliance with the Contract Documents:
 - a. Samples
 - b. Catalog Data
 - c. Schedules
 - d. Shop Drawings
 - e. Product Data
 - f. Laboratory, Shop and Mill tests of materials and equipment
 - g. Other data which the Contractor is required to submit
 - h. Operational testing of the completed PROJECT, as appropriate.

The approval stamp shall contain the following:

- Approved.
- Approved with changes noted.
- Resubmission of corrected drawing is required.
- Disapproved. Revise and resubmit.
- _____.

Approval subject to all provisions of the contract documents, without exception.

NAME OF CONSULTANT

By: _____ Date: __/__/

6. Evaluate proposed modifications to the plans and/or specifications of the PROJECT and evaluate construction claims; provide the OWNER with written recommendations, including adequate justification, for approval or disapproval of such modifications or claims; and prepare change orders as required.

7. Based on on-site observations as an experienced and qualified design professional and on review of the Contractor's applications for payment, determine the amount owing to the Contractor and approve in writing payment to the Contractor in such amounts; such approvals of payment to constitute a representation to the OWNER, based on such observations and review and the data comprising such applications, that the work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the

work is in accordance with the Contract Documents, subject to the results of any subsequent test called for in the Contract Documents and any qualifications stated in his approval.

8. In company with the OWNER conduct all official interim and final inspections of the PROJECT for conformance with the PROJECT design concept and compliance with the Contract Documents.
9. Obtain all guarantees and certifications from the Contractor(s) and deliver the same to the OWNER.
10. Certify to the OWNER, in writing, that in the CONSULTANT'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; recommend acceptance and start of the guarantee period(s); and approve in writing final payment to the Contractor(s).
11. Furnish, prepare, and certify a set of Record Drawings and supplemental drawings at the end of the PROJECT. This set shall be the "Construction Drawings", updated to show revisions in the work. Supplemental drawings shall be included as needed to provide a complete record. These Record Drawings shall show all approved changes made in the work based on the CONSULTANT'S files, observations made in the field by the CONSULTANT during the course of the work, the Contractor(s) approved red line drawings and the Resident Project Representative's redlines when applicable. Record Drawings shall show the actual location of the constructed facilities in the same manner and detail as was shown on the bid drawings. The Construction Drawings are to be modified into Record Drawings by reflecting all changes to elevations, dimensions, stationing and notations as specifically denoted on the Construction Drawings. Drawing revisions and notations for the Record Drawings include the deletion of all linework and notations related to removed work, and the revision of all notes stated in the present tense to past tense where applicable. The Record Drawings shall show only features and items remaining after the completion of the PROJECT. The CONSULTANT shall perform Record Drawing services within 90 calendar days of the start of the guarantee period. The CONSULTANT shall provide both a certified set of reproducible mylars, and a disk(s) of the electronic CAD drawing files (in the format as defined by the DES Records Room), as part of the Record Drawing submission.
 - a. At the commencement of the construction work the OWNER shall furnish the CONSULTANT one set of prints for the CONSULTANT'S sole use in the maintenance of the CONSULTANT'S redlines and shall be clearly marked as such. During the progress of the work, the CONSULTANT shall conduct such observations as may be necessary to verify and approve the accuracy and completeness of the CONTRACTOR'S information provided on red line drawings.
 - b. The CONSULTANT shall sign and seal each mylar sheet in indelible ink and certify them to be "Record Drawing". The certification shall be located on the lower right hand corner on each sheet and state the following:

"I hereby certify by my signature and seal below, that I have prepared this record drawing which is, to the best of my knowledge and in my professional opinion, a true representation of the work as constructed on the _____, Project No. ____."
 - c. CAD files of the Record Drawings shall be provided to the OWNER at this time; CAD drawing files shall meet the same requirements of this Agreement.
 - d. The CONSULTANT 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 CONSULTANT shall make the necessary

corrections at no additional cost when requested by the OWNER.

H. SPECIAL SERVICES – Provide Special Services as defined in Appendix A.

SECTION III - ADDITIONAL SERVICES OF THE CONSULTANT

If authorized in writing by the OWNER, the CONSULTANT shall perform additional services not included in this Agreement for an agreed upon fee. Additional services shall include but are not limited to:

1. Resident Project Representation Services as described in Appendix B.
2. Coordination and Scheduling Services as described in Appendix C
3. Furnishing property, boundary, right-of-way, topographic and utility surveys; and other special consultation.
4. Assisting in obtaining easements.
5. Revising previously approved studies, reports, design documents, drawings, or specifications.
6. Preparing detailed renderings, exhibits or scale models for the PROJECT.
7. Furnishing additional copies of reports, drawings and specifications, or other reimbursable reproduction services.
8. Serving as an expert witness for the OWNER in any litigation or other proceedings involving the PROJECT.
9. Assisting in the preparation of contracts for and supervising the performance of the making of core borings, probings, or sub-surface explorations; hydrographic surveys; laboratory testing and inspection of samples of materials.
10. Providing professional services for the preparation of Contract Documents for managing hazardous materials. It is recognized that this may raise liability questions, which will have to be resolved prior to proceeding by special language to be in the amendment covering such work.
11. Providing additional services in connection with the PROJECT not otherwise provided for in this Agreement.

SECTION IV - CONSULTANT FEE

The CONSULTANT fee shall be as quantified in Appendix A and cover all CONSULTANT fees for the scope of work as defined in this Agreement, including the following (unless noted otherwise in Appendix A):

- Direct Labor
- Premium Overtime Labor
- Subconsultant and Subcontractor Costs
- Direct Non-Salary Costs (Reimbursables)
- Overhead
- Fixed Fee (Profit)

For definitions and other requirements that apply with reference to the above terms, refer to the version of the “Monroe County Procedures for Consultant Fee Proposals” or “Monroe County Procedures for Construction Manager Fee Proposals” documents that were in effect at the time of execution of this Agreement.

SECTION V - PERIOD OF SERVICES

The services called for herein shall commence when authorized in writing by the OWNER and shall extend to the end of the construction contract guarantee period.

SECTION VI - PAYMENTS TO THE CONSULTANT

The OWNER will process requests from the CONSULTANT and make payments on a monthly basis. Payments will be made within thirty (30) days of receipt of the request contingent on:

- A. Submission of properly executed vouchers by the CONSULTANT. (The OWNER will provide the forms and instructions for completing them.)
- B. Review and approval of the vouchers by the OWNER or its designee.
- C. Review and release of payment by the Controller of Monroe County.

SECTION VII - RESPONSIBILITIES OF THE OWNER

The OWNER shall:

- A. Provide full information to the CONSULTANT about the requirements for the PROJECT.
- B. Examine all studies, reports, sketches, estimates, drawings, specifications, proposals, and other documentation presented by the CONSULTANT and render decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSULTANT.
- C. Advertise for proposals from bidders, open the proposals at the appointed time and place and pay for all costs incident thereto.
- D. Obtain approval of the New York State and United States Federal authorities having jurisdiction over the PROJECT.
- E. Furnish, or direct the CONSULTANT to provide, at the OWNER'S expense, necessary additional services as stipulated in Section III of this Agreement, or other services as required.
- F. Contract for core borings, probings or sub-surface explorations; hydrographic surveys; laboratory testing and inspection of materials. The OWNER may, at its option, authorize the CONSULTANT to provide these services in accordance with Section III.
- G. Obtain easements with assistance of the CONSULTANT.

SECTION VIII - GENERAL CONDITIONS

A. SUSPENSION OR TERMINATION OF WORK

1. The OWNER may at any time, and for any reason, direct CONSULTANT to suspend work under this Agreement. Such direction shall be in writing and shall specify the period during which work is to be suspended. CONSULTANT shall resume work upon the date specified in such direction, or upon such other date as the OWNER may thereafter specify in writing.
2. OWNER may terminate this Agreement for cause, upon ten (10) day's written notice, in the event that:
 - a. CONSULTANT shall fail to diligently, timely and expeditiously perform any of its obligations as specified in this Agreement;

- b. CONSULTANT shall make a general assignment for the benefit of its creditors; a receiver shall be appointed on account of CONSULTANT'S insolvency; it otherwise shall be insolvent; an order for relief shall be entered against CONSULTANT under Chapter 7 or 11 of the Bankruptcy Code; or
- c. CONSULTANT otherwise shall be in default hereunder.

Upon such termination for cause, CONSULTANT shall be entitled to such amount of compensation which has not theretofore been paid to CONSULTANT and which shall compensate CONSULTANT for the portion of the work satisfactorily performed prior to the termination date, provided, however, that the OWNER shall be entitled to deduct from such amount and from any amount due and payable to CONSULTANT to the termination date, but withheld or not paid, all additional expenses which the OWNER may incur over that which the OWNER would have incurred in connection with the PROJECT if CONSULTANT had not defaulted hereunder, including, without limitation, the expense of engaging another consultant for the PROJECT. Nothing herein shall limit in any manner any and all rights or remedies otherwise available to the OWNER by reason of a default by CONSULTANT under this Agreement, including, but not limited to, the right to seek full reimbursement from CONSULTANT for all expenses incurred or to be incurred by the OWNER by reason of CONSULTANT'S default hereunder and which the OWNER would not have incurred if CONSULTANT had not defaulted hereunder.

- 3. In addition to the OWNER'S rights to terminate this Agreement for cause the OWNER may at any time, and for any reason, terminate this Agreement for its convenience by written notice to CONSULTANT specifying the termination date, which shall be not less than thirty (30) days from the date such notice is given. In the event of such termination, CONSULTANT shall be paid such amount of compensation which has not theretofore been paid to CONSULTANT as shall compensate CONSULTANT for the portion of the work satisfactorily performed prior to the termination date plus Reimbursable Expenses and actual expenses incurred by CONSULTANT directly attributable to such termination. After payment as provided for in the preceding sentence has been made, CONSULTANT may be entitled, subject to negotiation, to a single payment in an amount not to exceed five percent (5%) of the unpaid contract amount provided for in Section V, Paragraph A hereof for any authorized phases of work actually commenced which payment shall constitute CONSULTANT'S compensation for lost profit or overhead reimbursement as a result of termination of the Agreement.
- 4. Except as specifically provided in this Subsection, the termination of this Agreement shall not give rise to any claim against OWNER for damages or other compensation with regard to such termination.
- 5. Upon any termination of this Agreement in accordance with the provisions of SECTION III - Subsection A, the CONSULTANT shall:
 - a. discontinue all of its services upon the date of termination, except as may be required to complete any item or portion of said service to a point where discontinuance will not cause unnecessary waste or duplicative work or cost;
 - b. cancel, or, if so directed by the OWNER, transfer to the OWNER all commitments and CONSULTANT'S agreements and other agreements made by CONSULTANT relating to the PROJECT, to the extent same are cancelable or transferable by CONSULTANT;
 - c. transfer to the OWNER in the manner, to the extent and at the time directed by the OWNER, all supplies, materials and other property produced as part of, or acquired in the performance of, CONSULTANT'S services in connection with the PROJECT; and

d. take such other reasonable actions as the OWNER may direct.

B. OWNERSHIP OF DOCUMENTS

All documents, including original drawings, CAD files, estimates, specifications, field notes and data are to become the property of the OWNER and may not be copyrighted by the CONSULTANT. The CONSULTANT may at its expense retain reproducible copies of drawings and copies of other documents.

C. ESTIMATES

Since the CONSULTANT has no control over the cost of labor and materials or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of its experience and qualifications, but the CONSULTANT does not guarantee the accuracy of such estimates as compared to the Contractors' bids or the PROJECT construction cost.

D. AUDIT, ACCESS TO RECORDS

1. Compliance with Federal Single Audit Act: In the event the CONSULTANT is a recipient through this Agreement, directly or indirectly, of any funds of or from the United States Government, CONSULTANT agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The CONSULTANT shall comply with all requirements stated in Federal Office of Management and Budget Circulars A-102, A-110 and A-133, and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

Delete the following if specific federal funding is not identified.

Of the amount specified in § _____ of this Agreement,
_____ Dollars
\$ _____) of such amount or _____ Percent
(_____ %) of such amount, is being passed-through the County from the
United States Government under the following:

Award Name: _____

Award Number: _____

Award Year: _____

Name of Federal Agency: _____

The Award [] is [] is not related to Research and Development.

If on a cumulative basis the CONSULTANT expends Five Hundred Thousand and no/100 Dollars (\$500,000.00) or more in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the CONSULTANT'S fiscal year in which any payment was received from such federal programs.

If on a cumulative basis the CONSULTANT expends less than Five Hundred Thousand and no/100 dollars (\$500,000.00) in federal funds in any fiscal year, it shall retain all documents relating tot he federal programs for three (3) years after the close of the CONTRACTOR's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the CONSULTANT'S fiscal year end to:

Monroe County Internal Audit Unit
304 County Office Building
39 West Main Street
Rochester, New York 14614

[Optional, include the following only if department administering contract/agreement desires copies of documents]

[Monroe County Department of _____]
[_____
[_____
[Rochester, New York 146__]

2. Right of Inspection and Audit: The CONSULTANT shall, upon request of the OWNER, provide the OWNER such documentation, records, information and data and response to such inquiries as the OWNER may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the OWNER and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the OWNER deems necessary to assure or monitor payments to the CONSULTANT under this Agreement.
3. Survival of Right of Inspection and Audit: The OWNER's right of inspection and audit pursuant to this Agreement shall survive the payment of monies due to CONSULTANT and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the OWNER under this Agreement.

E. INSURANCE

1. The CONSULTANT agrees to procure and maintain in force for the periods indicated, such insurance policies as will protect those named as insured parties, including their officers, officials, employees, and agents from claims for bodily injuries, death, or property damage which may arise from the performance of work under the Agreement whether or not such performance be by the CONSULTANT itself or by any subcontractor or anyone else employed by them directly or indirectly. The following insurance policies with insurance companies authorized to do business in the State of New York are required.
 - a. POLICY - General Liability (covering claims for bodily injury, death or property damage).
LIMITS - \$1,000,000 per accident; \$3,000,000 aggregate
PERIOD -
NAMED INSUREDS - CONSULTANT and MONROE COUNTY.
 - b. POLICY - Professional Liability.
LIMITS -
PERIOD -
NAMED INSURED - CONSULTANT
 - c. POLICY - Protective Public Liability Covering Operations of Subcontractors
LIMITS - \$1,000,000 per accident; \$2,000,000 aggregate
PERIOD -
NAMED INSUREDS - CONSULTANT and MONROE COUNTY.
 - d. POLICY - Automobile Bodily Injury Liability and Property Damage
(covering owned, non-owned, and hired vehicles).

LIMITS - Separate Coverage - Bodily Injury \$1,000,000 each person; \$1,000,000 each accident; Property Damage \$1,000,000, combined coverage \$1,000,000.

PERIOD -

NAMED INSUREDS - CONSULTANT and MONROE COUNTY

2. An original certificate(s) of insurance, referencing by name the PROJECT covered by this Agreement, must be submitted to the OWNER along with the original Agreement executed by the CONSULTANT. The certificate(s) will be subject to approval for both adequacy and duration of protection and will contain a thirty (30) day notice of cancellation in favor of the OWNER.
3. The coverage amounts stated above are minimum requirements.
4. The CONSULTANT shall also procure a policy or policies covering its obligations in accordance with any applicable Worker's Compensation or Disability Benefits Law and maintain the same in force during the full term of this Agreement. This coverage must also be submitted (or noted) on an insurance certificate as above.

F. SAVE HARMLESS PROVISION

The CONSULTANT hereby agrees to indemnify, defend and save harmless the OWNER against any and all liability, loss, damage, detriment, suit, claims, demand, cost, charge, attorney's fees, and expenses of whatever kind or nature which the OWNER may directly or indirectly incur, suffer, or be required to pay by reason or in consequence of the carrying out of any of the provisions or requirements of this Agreement, where such loss or expense is incurred directly or indirectly by the OWNER, or its employees, subcontractors, or agents, as a result of any error, omission, breach, or other negligent acts, together with intentional misconduct, of the CONSULTANT, its employees, agents, or subcontractors. If a claim or action is made or brought against the OWNER, and for which the CONSULTANT may be responsible hereunder in whole or in part, then the CONSULTANT shall be notified and shall be required to defend, handle or pay for the defense or handling of the portion of the claim for which it is responsible as a result of this provision. With respect to claims involving professional errors or omissions by CONSULTANT, to the extent such a claim is made against the OWNER and then subjected to a disclaimer or denial of coverage by the CONSULTANT'S general liability insurer, then for such claims involving professional errors or omissions by CONSULTANT, CONSULTANT shall indemnify and save the OWNER harmless from and against any and all claims, demands, actions, causes of action, suits, judgments, liability, expenses including attorney fees, and damages arising or growing out of any negligent act or failure to act, or intentional misconduct, on the part of CONSULTANT, and its sub-consultants, agents or employees.

G. SUCCESSORS AND ASSIGNS

The OWNER and the CONSULTANT each binds itself and its partners, successors, executors, and administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. CONSULTANT shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the OWNER. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

H. ROYALTIES AND PATENTS

The CONSULTANT shall notify the OWNER in writing of any royalties and license fees for which the OWNER might become obligated as a result of any possible proprietary processes recommended by the CONSULTANT under this Agreement. The CONSULTANT shall save the OWNER harmless from loss if it has failed to so notify the OWNER.

I. PERMITS, LAWS, TAXES

1. The CONSULTANT shall comply with Federal, State, and Local laws, regulations, and ordinances affecting the work, shall give proper public authorities requisite notice in connection with the work, and, at its own expense, shall obtain and pay for necessary licenses, Monroe County building and/or other permits, etc. The CONSULTANT shall be solely responsible for damage resulting from its neglect to obey laws, regulations, rules and ordinances, and should it perform any work called for by this Agreement, knowing it to be contrary to such laws, regulations, rules, and ordinances, and without notifying the OWNER in writing and obtaining written consent to proceed, it shall bear costs and damages arising there from.
2. In the event that services performed by the CONSULTANT for the OWNER are subject to taxation under Article 28 of the Tax Law (sales and compensating use tax) the OWNER shall either obtain a tax-exempt certificate or reimburse the CONSULTANT for the tax.
3. The CONSULTANT shall pay all taxes applicable to the work and material supplied under this Agreement, it being understood that in no case shall any such tax be borne by the OWNER except as provided in paragraph 2, above.

J. INDEPENDENT CONTRACTOR

The CONSULTANT agrees that in accordance with its status as an independent contractor, it will conduct itself with such status; that it will neither hold itself out as nor claim to be an officer or employee of the OWNER or the State of New York by reason hereof; and that it will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the OWNER or the State of New York, including, but not limited to, Worker's Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or Retirement membership or credit.

K. LABOR LAW

1. The CONSULTANT specifically agrees, as required by the Labor Law, Sections 220 and 220-e, as amended, that the execution of this Agreement by the CONSULTANT binds it to the following specific agreements required by Law:
 - a. No laborer, worker or mechanic in the employ of the CONSULTANT, subcontractor or other person doing or contracting to do the whole or part of the work included in the Agreement shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week in the performance of work included in this Agreement, except in the emergencies set forth in the Labor Law;
 - b. The wages (including supplements) paid for a legal day's work shall not be less than the prevailing rate of wages (including supplements) as defined by law;
 - c. The minimum hourly rate of wages (including supplements) to be paid shall not be less than that designated by the Industrial Commissioner;
 - d. The minimum hourly supplements to be paid shall be in accordance with the prevailing practices in the locality where the contract is located and shall be not less than those designated by the Industrial Commissioner. Supplements as defined in Section 220 of the Labor Law, as amended mean all remuneration for employment paid in any medium other than cash or reimbursement for expenses or any other payments which are not wages within the meaning of the law, including but not limited to health, welfare, non-occupational disability, retirement, vacation benefits, holiday pay and life insurance;
 - e. The Labor Law provides that the Agreement may be forfeited and no sum paid for work done thereunder on a second conviction for willfully paying less than:

- The stipulated wage scale (including supplements) as provided in the Labor Law, Section 220, Subdivision 3, as amended, or

- The stipulated minimum hourly scales (including supplements) as provided in the Labor Law, Section 220-d, as amended;

2. The CONSULTANT specifically agrees as required by the provisions of Labor Law, Section 220-e, as amended, that:
 - a. In the hiring of employees for the performance of work under the Agreement or any subcontractor hereunder, no CONSULTANT or subcontractor or any person acting on behalf of such CONSULTANT or subcontractor, shall discriminate against any person due to such person's age, marital status, disability, genetic disposition or carrier status, race, color, creed, sexual orientation, military status, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Sections 290-301 of the Executive Law of the State of New York.
 - b. No CONSULTANT or subcontractor, nor any person on its behalf shall in any manner discriminate or intimidate any employee hired for the performance of work under the Agreement on account of age, marital status, disability, genetic disposition or carrier status, race, color, creed, sexual orientation, military status, sex or national origin.
 - c. There may be deducted from the amount payable to the CONSULTANT under the Agreement a penalty of fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Agreement.
3. In accordance with Labor Law Section 220.3-a, the CONSULTANT shall submit, on a monthly basis, a certified transcript of the payroll records for all survey crew members engaged in work on this PROJECT.
4. The Agreement may be canceled or terminated and all monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Agreement.

L. NON-DISCRIMINATION PROVISIONS

1. During the performance of this Agreement, the CONSULTANT agrees as follows:
 - a. The CONSULTANT will not discriminate against any employee or applicant for employment because of age, marital status, disability, genetic disposition or carrier status, race, color, creed, sexual orientation, military status, sex or national origin and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination because of age, marital status, disability, genetic disposition or carrier status, race, color, creed, sexual orientation, military status, sex or national origin. Such action shall be taken with reference to, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay, or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - b. The CONSULTANT will send to each labor union or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Commission for Human Rights, advising such labor union or representative, of the CONSULTANT'S agreement

under clauses a. through g. (hereinafter called "non-discrimination clauses"). If the CONSULTANT was directed to do so by the Contracting Agency as part of the bid or negotiation of this Agreement, the CONSULTANT shall request such labor union or representative to furnish it with a written statement that such labor union or representative will not discriminate because of age, marital status, disability, genetic disposition or carrier status, race, color, creed, sexual orientation, military status, sex or national origin, and that such labor union or representative will affirmatively cooperate within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this agreement shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with a request that it furnish such a statement, the CONSULTANT shall promptly notify the State Commission of Human Rights of such failure or refusal.

- c. The CONSULTANT will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses a. and b. and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.
- d. The CONSULTANT will state, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, marital status, disability, genetic disposition or carrier status, race, color, creed, sexual orientation, military status, sex or national origin.
- e. The CONSULTANT will comply with the provisions of Section 290-301 of the Executive Law and Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to its books, records and accounts by the State Commission for Human Rights, the Attorney General and Industrial Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and the Civil Rights Law.
- f. This Agreement may be forthwith canceled, terminated or suspended in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the CONSULTANT has not complied with these non-discrimination clauses, and the CONSULTANT may be declared ineligible for future contracts made by or on behalf of the OWNER or the State of New York or public authority or agency of the OWNER or the State of New York until it satisfies the State Commission for Human Rights that it has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the CONSULTANT, and an opportunity has been afforded it to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.
- g. The CONSULTANT will include the provisions of clauses a. through f. in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State

of New York. The CONSULTANT will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the CONSULTANT becomes involved in or is threatened with litigation by a subcontractor or vendor as a result of such direction by the contracting agency, the CONSULTANT shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

M. MBE/WBE PARTICIPATION

1. MBE/WBE participation is required for this PROJECT. The policy of the OWNER is to increase the level of Minority and Women's businesses in all possible areas of Monroe County procurement. In furtherance of that policy, the OWNER requires the CONSULTANT to utilize best efforts to achieve goals for MBE/WBE participation on this PROJECT. The percentage goals are ten percent (10%) MBE and 2 percent (2%) WBE of the total cost of professional services provided under this Agreement.

The CONSULTANT may substitute Minority or Women CO-OP Student Employment for M/WBE Utilization. The CO-OP Student must be utilized on the PROJECT for at least 50% of their work hours. Minority Students shall be credited against MBE requirements and Women Students shall be credit against WBE requirements. Student credit shall equal the student's billing rate times the hours worked on the PROJECT.

2. Within 15 days after execution of the Agreement, the CONSULTANT shall submit to the M/WBE Officer an M/WBE Utilization Plan. The Utilization Plan should be accompanied by executed sub-contracts or signed letters of intent from the M/WBE firms identified in the plan.
3. The CONSULTANT shall submit by February 1 an Annual Utilization Report indicating M/WBE payments made during the previous year.
4. When submitting the request for payment, the CONSULTANT will list M/WBE firms scheduled for payment for the specific period. The CONSULTANT shall identify the portion of the payment that is attributed to the M/WBE firm. The CONSULTANT shall also submit payment records, which demonstrate payment by the CONSULTANT to M/WBE firms used on the PROJECT.
5. Prior to final payment the CONSULTANT shall submit affidavits certifying payments to subconsultants for work previously paid for by the OWNER, and the Final Utilization Report.
6. The OWNER will require documentation of such good faith effort, which should include as a minimum the following activities:
 - a. Identification of work which could be subcontracted;
 - b. Verification of effort to contact all appropriate certified MBEs and WBEs in writing. Such verification shall be for appropriate portions of the work, which could be performed by the MBE, and WBE subcontracts and shall clearly describe the potential subcontracting categories for the PROJECT. A lead time of less than 10 days will not be considered reasonable;
 - c. Verification of negotiation in good faith with M/WBE firms interested in performing work on the PROJECT. The CONSULTANT shall be responsible for documenting all such negotiations in order to demonstrate the unacceptability of any M/WBE firms, which are not chosen to perform work on the PROJECT.

7. In order to qualify for a waiver of any of the M/WBE goals, the CONSULTANT must make a good faith effort to obtain a M/WBE subconsultant. In judging whether the CONSULTANT has made a good faith effort to meet the M/WBE utilization requirements, the OWNER will consider the different kinds of effort as well as the intensity of those efforts.

N. NOTICE OF JOB VACANCIES

1. The CONSULTANT recognizes the continuing commitment on the part of OWNER to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the OWNER's need to know when jobs become available in the community.
2. The CONSULTANT agrees to notify the OWNER when the CONSULTANT has or is about to have a job opening within Monroe County. Such notice shall be given as soon as practicable after the CONSULTANT has knowledge that a job opening will occur. The notice shall contain information that will facilitate the identification and referral of appropriate candidates in a form and as required by the Employment Coordinator. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per work week, location and qualifications (education and experience).

3. Notice shall be given in writing to:

Employment Coordinator
Monroe County Department of Human Services
691 St. Paul Street, Room 535
Rochester, New York 14605
Telephone: (585) 753-6322
Fax: (585) 753-6308

4. The CONSULTANT recognizes that this is an opportunity to make a good faith effort to work with the OWNER for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the CONSULTANT to employ any individual who may be referred by or through the OWNER for job openings as a result of the above notice. Any decisions made by the CONSULTANT to hire any individual referred by or through the OWNER shall be voluntary and based solely upon the CONSULTANT'S job requirements and the individual's qualifications for the job, as determined by the CONSULTANT.

SECTION IX - DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the PROJECT or following the completion of the PROJECT, the OWNER and the CONSULTANT agree that all unresolved disputes between them arising out of or relating to this Agreement shall first be submitted to non-binding mediation unless the parties mutually agree otherwise.

The OWNER and the CONSULTANT further agree to include a similar mediation provision in all agreements with subcontractors and subconsultants retained for the PROJECT and to require all subcontractors and subconsultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

The OWNER and the CONSULTANT agree to select a mediator from lists suggested by each party. The mediator will be a person knowledgeable in the type of matter under dispute and may be an accredited mediator, contractor, CONSULTANT, or otherwise knowledgeable person. Whenever possible the mediator will be from the local area.

The cost of the mediator will be shared equally by the parties to the dispute. All mediation sessions shall be held in Monroe County.

SAMPLE

SECTION X - EXECUTING SIGNATURES AND NOTARIZATIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER: _____

BY: _____
Maggie Brooks
County Executive

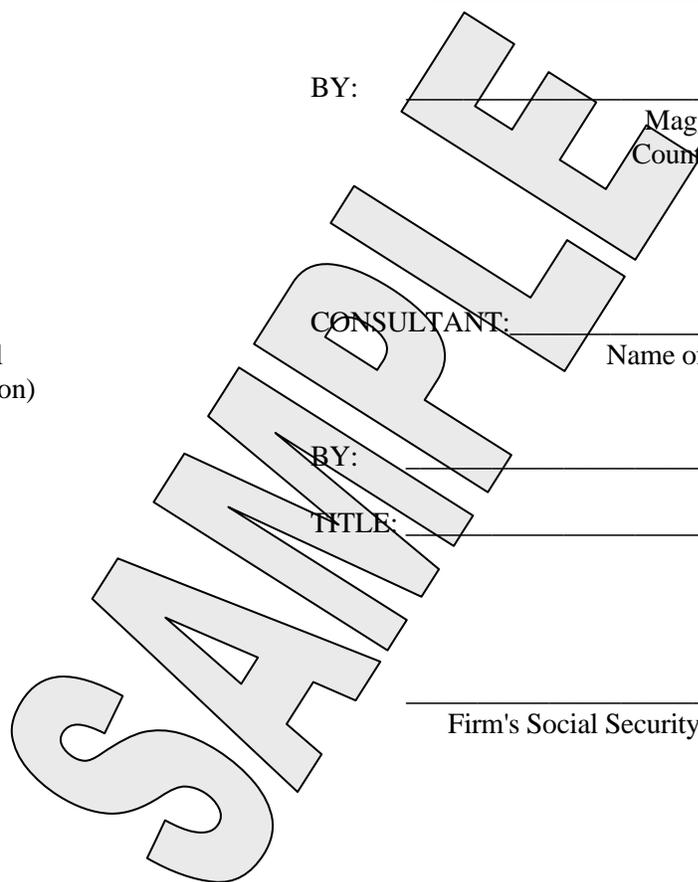
CONSULTANT: _____
Name of Firm

Corporate Seal
(If a Corporation)

BY: _____

TITLE: _____

Firm's Social Security # or Federal I.D.#



On the ____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared **MAGGIE BROOKS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature of individual taking
Acknowledgment

Stamp:

(ACKNOWLEDGEMENT BY CONSULTANT)

STATE OF _____ :
COUNTY OF _____ :

SS

On this ____ day of _____, 20__ before me, the subscriber personally came _____, to me known, who being by me duly sworn did depose and say that he/she is _____, of the firm _____, described in and which executed the above instrument; and that he/she is authorized to sign his name thereto.

Notary Public

(ACKNOWLEDGEMENT BY CONSULTANT, IF A CORPORATION)

STATE OF _____ :
COUNTY OF _____ :

SS

On this ____ day of _____, 20__ before me the subscriber, personally came _____ to me known, who being duly sworn, did depose and say that he/she resides in the _____ of _____ New York, that he/she is the _____ of _____, the Corporation described herein, and which executed the above instrument; that he/she knows the seal of said Corporation; that the seal affixed to said instrument is such Corporate seal; that it was so affixed by the order of the Board of Directors of said Corporation; and that he/she signed his/her name thereto by like order.

Notary Public

AGREEMENT APPENDIX A
CONTRACTOR'S PROPOSAL

(To Be Attached to Final Agreement)

AGREEMENT APPENDIX B

ADDITIONAL SERVICE –

RESIDENT PROJECT REPRESENTATION

(To Be Attached to Final Agreement)

AGREEMENT APPENDIX "B"

ADDITIONAL SERVICE - RESIDENT PROJECT REPRESENTATION

The CONSULTANT shall provide the following on-site Project Representation Services:

- A. Furnish to the OWNER qualified resident project representatives at the site during the construction period. Such resident project representatives shall be directed and supervised by the CONSULTANT and shall be subject to the approval of the OWNER. Staffing and salary levels for resident project representatives shall be subject to approval by the OWNER.
- B. Endeavor to provide further protection for the OWNER against defects and deficiencies in the Contractor's work through the continuous on-site observation of the work in progress and field checks of materials and equipment by the resident project representatives.
- C. Perform a thorough inspection of the Contractor's work prior to the expiration of the Contractor's contract guarantee period for the PROJECT. The CONSULTANT shall provide a report of the findings if requested by the OWNER.

The duties, responsibilities and the limitations on the authority of the resident project representative shall be as follows:

- 1. General:
 - a. The Resident shall report regularly to the OWNER and the CONSULTANT upon the progress and quality of work.
 - b. The Resident shall conduct on-site observations of the general work progress and shall consult with the OWNER, the CONSULTANT and the Contractor, giving their opinions and suggestions, based on their observations, as to defects or deficiencies in the Contractor's work.
- 2. Schedule:

Review the construction schedule prepared by the Contractor for compliance with the contract and give written advice concerning its acceptability.
- 3. Conferences:

Attend pre-construction conference(s). Arrange a schedule of and conduct progress meetings and other job conferences as required in consultation with the OWNER and CONSULTANT and notify those expected to attend in advance. Maintain and circulate copies of records of the meeting.
- 4. Liaison:
 - a. Serve as the OWNER'S and CONSULTANT'S liaison with the Contractor.
 - b. Assist the Contractor in his interaction with the various local agencies having jurisdiction over the PROJECT.
 - c. Obtain from the OWNER and the CONSULTANT additional details or information, to promote proper execution of the work.
- 5. Permits

The Resident shall check that all permits, licenses, reviews, and approvals required of the Contractor by the Contract Documents, applicable codes, ordinances, and statutes, and formal written administrative procedures are obtained and complied with by the Contractor at the

required time. The Resident shall ascertain if there are any conditions which may be attached to the granting of a permit, license, or approval to the Contractor and check to see that the Contractor adheres to such conditions.

6. Approvals:

Obtain from the Contractor a list of their proposed suppliers and sub-contractors, and submit this information to the OWNER and the CONSULTANT for their review. A copy of the approved sub-contractors and suppliers shall be kept on file in the field office.

7. Samples:

Assist the OWNER and the CONSULTANT in obtaining field samples of materials delivered to the site which are required to be furnished and keep a record of actions by the Contractor.

8. Shop Drawings:

a. Receive approved shop drawings and other submissions from the CONSULTANT; record data received, maintain a file of the drawings and submissions, and check construction for compliance with them.

b. Alert the Contractor's field superintendent when observing materials or equipment being installed before approval of shop drawings or samples, where such are required, reject work not in conformance with the contract drawings, specifications, approved shop drawings or samples and require such rejected work to be removed from the project site and advise the OWNER and the CONSULTANT when it is necessary to disapprove work as failing to conform to the Contract Documents.

9. Review of Work, Inspection and Tests:

a. Conduct on-site observations of the work in progress as a basis for determining that the PROJECT is proceeding in accordance with the Contract Documents, the New York State Uniform Fire Prevention and Building Code, Federal handicapped accessibility requirements, and ANSI/CABO 92. Advise the CONSULTANT and the OWNER when it is necessary to reject work as failing to conform to the Contract Documents.

b. Verify that tests, including equipment and systems start-up, which are required by the Contract Documents, are conducted and that the Contractor maintains adequate records thereof. Observe, record and report to the OWNER and CONSULTANT appropriate details relative to the test procedures and start-ups.

c. Schedule and supervise tests to be performed by an independent laboratory retained by the OWNER to provide materials, inspection and testing services as required. Review payment requests from independent laboratory and verify to the OWNER that services billed have been performed.

d. Accompany visitors representing public or other agencies having jurisdiction over the PROJECT, record the outcome of these visits and report to the OWNER and CONSULTANT.

10. Interpretation of Contract Documents:

Transmit to the Contractor the OWNER'S and the CONSULTANT'S interpretation of the Contract Documents.

11. Modifications:

Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report them with recommendations to the CONSULTANT for referral to the OWNER.

12. Records:

- a. Maintain at the job site orderly files for correspondence, inspector's reports, reports of job conferences, shop drawings and other submissions, reproductions of original contract documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract, the OWNER'S and the CONSULTANT'S interpretation of the Contract Documents, progress reports and other PROJECT related documents.
- b. Keep a diary or log book recording hours on the job site, weather conditions, lists of visiting officials, daily observations in general, specific observations in more detail as in the case of observing test procedures.
- c. Record names, addresses and telephone numbers of the Prime Contractor, subcontractors and major material suppliers.
- d. An emergency phone list shall be compiled, noting all affected agencies and departments, at the onset of the PROJECT. The list shall be circulated to all applicable parties and maintained in a current manner throughout the life of the project.
- e. Maintain a redline set of construction drawings for the sole purpose of recording as-built conditions observed during construction. Each sheet shall be marked in red pencil to record any approved changes made in the work as they occur. A complete file of approved field sketches, diagrams, and other modifications of the work shall be maintained and incorporated into the redline set of construction drawings for the Consultant's use in preparing the Record Drawings as required under the Basic Construction Services Agreement.
- f. If the Resident Project Services are performed by a firm other than the design consultant, both firms shall certify the Record Drawings. A principal of the firm shall sign each sheet in indelible ink and certify them to be "Record Drawing". The certification shall be located on the lower right hand corner on each sheet and state the following:

"I hereby certify by my signature below, that I have prepared this record drawing which is, to the best of my knowledge, a true representation of the work as constructed on the _____, Project No. ____."

13. Reports:

- a. Furnish the OWNER and CONSULTANT with weekly written summary reports of the activities and progress of the PROJECT and the Contractor's compliance with the approved construction schedule.
- b. During the course of the work, summarize in a weekly report the: work done, personnel on the job and equipment used by each M/WBE subcontractor for that period. The CONSULTANT will not be required to verify ownership of trucks, but will notify the M/WBE Officer if there appears to be any misrepresentation of M/WBE utilization.

c. Consult with the OWNER and the CONSULTANT in advance of scheduled major tests or start of important phases of the PROJECT.

14. Payment Requisitions:

At the established monthly cut-off dates for payment to the Contractor, review and determine the quantities of satisfactory work completed and materials delivered to the site, and submit this information to the CONSULTANT with recommendations, for further processing to the OWNER.

15. Guarantees, Certificates:

During the course of the work, assemble Guarantees, Certificates, and other required data to be furnished by the Contractor and upon acceptance of the PROJECT, deliver this material to the CONSULTANT for forwarding to the OWNER.

16. Completion:

a. Prior to final inspection, submit to the Contractor a punch list of observed items requiring correction and verify that each correction has been made.

b. Conduct final inspection in the company of the CONSULTANT and the OWNER and prepare a final list of items to be corrected.

c. Verify that all items on final punch list have been corrected and make recommendations to the CONSULTANT and the OWNER concerning acceptance.

d. Upon completion of all project documentation and field record closeout, the CONSULTANT shall transmit all field office records to the OWNER, which shall include, but not be limited to, the following:

- Inspector's Reports
- Engineer's Daily Diaries
- Weekly Construction Reports
- Correspondence
- Telephone Logs and Memoranda
- Material Testing Reports and Invoices
- Contractor's Payment Estimates/Apps
- Approved Shop Drawings
- Material Certifications
- Meeting Minutes
- Change Orders
- Grading Releases
- Contractor's Certified Payrolls
- Material Delivery Tickets
- Item Quantity Summary Book
- Project Photographs and Digital Images (Preconstruction, Progress & Final)

Records shall be organized in a neat and orderly fashion, in a manner acceptable to the OWNER.

17. Limitations of Authority:

Except upon written instruction from the CONSULTANT, the Resident Project Representative:

a. Shall not authorize deviation from the Contract Documents.

- b. Shall not undertake any of the responsibilities of the Contractor, the sub-contractors or the Contractor's field superintendent, including any responsibility for the safety of their personnel
- c. Shall not expedite the work for the Contractor.
- d. Shall not advise the Contractor on, or issue directions relative to, any aspect of construction means, methods, techniques, sequences or procedures, or for the Contractor's safety precautions and programs in connection with the Work.

AGREEMENT APPENDIX C

ADDITIONAL SERVICE –

COORDINATION AND SCHEDULING

(To Be Attached to Final Agreement)

AGREEMENT APPENDIX “C”

ADDITIONAL SERVICE - COORDINATION AND SCHEDULING

The CONSULTANT shall furnish to the OWNER qualified staff who will provide the following coordination and scheduling services:

- A. Schedule and conduct with such frequency as necessary, coordination meetings to discuss such matters as procedures, progress, problems and scheduling. Prepare and promptly distribute minutes of these meetings.
- B. Consistent with the construction completion and the construction milestone dates required in the Contract Documents, and utilizing the construction schedules provided by the separate Contractors, modified as necessary to coordinate with the other on site Contractors, prepare the Project Construction Schedule incorporating the activities of Contractors on the PROJECT, including activity sequences and duration, allocation of labor and materials, processing of shop drawings, product data, samples and coordination drawings, and delivery of products requiring long lead time procurement. Update and reissue the Project Construction Schedule monthly to show current conditions and revisions required by actual experience. Each monthly Schedule update shall also include CONSULTANT'S statement as to whether or not, in CONSULTANT'S opinion, based on the information available to or reasonably obtainable by CONSULTANT as of that date, the work can be completed on or before the date for construction completion required in the Contract Documents.
- C. Receive from the Contractors all shop drawings, product data, samples, coordination drawings and other submittals. Coordinate them with information contained in related documents and, if necessary, prepare composite coordination drawings. Establish and implement procedures for expediting the processing and approval of shop drawings, product data, samples, coordination drawings and other submittals.

RFP APPENDIX C

Monroe County Procedures for Construction Manager Fee Proposals

And

Monroe County Construction Manager Fee Tables and Forms

Monroe County Procedures for Construction Manager Fee Proposals

The purpose of this document is to establish procedures that are to be followed in negotiating agreements for construction management services. These procedures shall be followed whether a Construction Manager is under direct contract with the County or is a subconsultant to the County's prime Consultant.

I. GENERAL

A. Project Scope and General Overall Scope of Construction Manager Services:

The overall project scope and the general overall scope of services to be provided by the Construction Manager should be established by the County and its prime Consultant prior to negotiations.

B. Construction Manager Work Tasks:

Typically the specific tasks to be performed by the Construction Manager are identified by the Construction Manager, and are to be included in the Construction Manager's initial scope and fee proposal to the County and its prime Consultant.

C. Form of Construction Manager Fee Proposal:

The fee proposal for the Construction Manager will be in a "cost-plus-multiplier" format (as opposed to lump sum or cost-plus-fixed fee format), with a maximum amount payable (MAP). Under a cost-plus-multiplier format, Construction Manager's are paid for their actual expenses (direct labor and reimbursables) factored by an agreed upon multiplier. Construction Manager billings cannot exceed the MAP unless an amendatory agreement increasing the MAP is first executed.

D. Construction Manager Services During Design vs. Construction Phases:

The cost-plus-multiplier form of fee proposal for construction management services will be used for both design and construction phase services. In addition, the value of the Construction Manager's multiplier will be the same during both the design and construction phases.

II. COSTS TO BE INCLUDED IN CONSTRUCTION MANAGER FEE PROPOSALS

The following costs should be included in Construction Manager Fee Proposals:

- Direct Labor
- Premium Overtime Labor
- Subcontractor Costs
- Direct Non-Salary Costs
- Overhead & Profit

A. Direct Labor:

Direct labor represents the hourly pay rate (or salaries) of management, inspection and clerical staff that are charging directly to the project. The direct labor of the project manager, superintendent, inspectors and clerical/secretarial personnel may only be billed by the Construction Manager to the County if their

time is directly related to completing the project tasks (benefit hours such as vacation time, sick time, holiday time, etc. are not billable to the County).

Principals and Officers of the Construction Manager may not be billed to the County.

Note that Construction Manager staff hours spent in preparing a scope and fee proposal, whether for the initial agreement or for an amendatory agreement, may not be billed by the Construction Manager.

B. Premium Overtime Labor:

This represents that portion of the hourly pay rate above the regular hourly pay rate, for job chargeable staff. Note that on their Salary Schedule (see Sample Table A attached), Construction Managers are to provide their overtime policy for each job title. Note that overtime cannot be billed without prior approval by the County Project Manager.

C. Subcontractor Costs:

Subcontractor costs are to be billed by the Construction Manager to the County at cost, without any mark-up (i.e. at a multiplier of 1.0).

D. Direct Non-Salary Costs (Reimbursables):

The following direct non-salary costs can be billed to the County at cost, without any mark-up (i.e. at a multiplier of 1.0):

- field office costs, including office trailer, furniture, utilities, telephones, office supplies, computer, copier, fax machine, internet service, etc.
- on-the-job mileage (but mileage to/from the jobsite is not billable)
- printing/copying costs of major reports, sets of drawings, etc. (copying costs for routine day-to-day correspondence will not be reimbursed)
- postage
- long distance phone calls and faxes
- permit application fees
- laboratory testing
- inspection consumables (eg. rulers/tapes, paint)
- project progress photographs

In addition, labor union fringe benefits that are paid by the Construction Manager on behalf of a union employee, less the value of any company benefits that would otherwise normally be paid to that employee, may also be billed to the County at cost.

E. Overhead & Profit:

An Overhead and Profit multiplier of **1.20** shall be applied to a Construction Manager's direct labor costs on a project to cover the firm's overhead expenses (including but not limited to all home office overhead, labor fringe benefits inc. benefit hours, and principal/executive involvement) and profit. Note that this multiplier shall not be applied to premium overtime labor.

Note: The Overhead and Profit multiplier of 1.20 equates to an overall Net Effective Multiplier of 2.20. (i.e. Direct Labor x 2.20 = net amount billed to the County to cover Direct Labor, Overhead and Profit).

The Overhead and Profit Multiplier may only be increased if the project is determined to require specialized knowledge and experience and involves significant complexity and risk. The Director of Transportation for all DOT projects, the Director of Aviation for all Airport projects, and the Director of Environmental Services for all other projects shall review and approve any increase to the Overhead and Profit Multiplier.

III. FORMAT OF CONSTRUCTION MANAGER FEE PROPOSALS:

Construction Manager fee proposals are to include the tables listed below (refer also to the sample tables attached).

A. Table: Salary Schedule

- job title
- names of employees for all mid to high level positions i.e. officers, principals, project managers, and project engineers/architects, etc.
- actual average hourly wage rates for each title for the current year (wage rates shall be based on 2,080 hours/year, and NOT a reduced number of hours that includes a reduction for benefit hours).
- average hourly wage rates for each title for the agreed upon project mid-point (the salary rate for the agreed upon project mid-point for each title will be based on the actual average hourly rate for that title for the current year, increased by a County approved escalation percentage)
- actual maximum hourly wage rates for each title for the current year
- overtime policy for each title

Note that project budgets (Construction Manager fees) will be established based on the average hourly salary rate for each job title at the agreed upon project mid-point; actual billings will be based upon the actual direct salary rates (but which cannot exceed the maximum hourly rates) for the assigned staff for each job title.

B. Table: Staffing Table and Direct Labor Costs

- labor hours for each job title, by task
- total direct labor hours and total direct labor costs by both job title and task
- total direct labor hours and costs for the project

C. Table: Direct Non-Salary Costs

- a listing of direct non-salary costs (reimbursables)

D. Table: Summary of Costs

- direct labor
- premium overtime labor
- subcontractor costs
- direct non-salary costs
- overhead & profit
- total cost (which equals the MAP, no rounding)

E. Officers of the Firm

The Construction Manager shall also include with their submission a listing of the current officers of the firm.

**Sample Table A: Salary Schedule
 Monroe County Project X
 ABC Construction Manager**

Feb. 2, 2010
 Page 1

Job Title	Current Year Ave. Hourly Rate (year)	Project Mid-Point Ave. Hourly Rate (year)	Current Year Max. Hourly Rate (year)	Overtime Category
Project Manager	\$xx.xx	\$xx.xx	\$xx.xx	A
Superintendent	\$xx.xx	\$xx.xx	\$xx.xx	B
Estimator	\$xx.xx	\$xx.xx	\$xx.xx	B
Administrator	\$xx.xx	\$xx.xx	\$xx.xx	C

Overtime Policy (Example):

Category A: No OT

Category B: OT at straight time rate for hours worked in excess of 40 per week

Category C: OT at 1.50 times straight time rate for hours worked in excess of 40 per week

**Sample Table B: Staffing Table and Direct Labor Costs
Monroe County Project X
ABC Construction Manager**

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I. DIRECT LABOR: REGULAR HOURS

	Job Title				Phase					
	Project Manager	Superintendent	Estimator	Administrator	Basic Design Services		Special Design Services		Construction (CM/Inspection)	
Project Mid-Point Ave. Hourly Rate	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx						
Task/Description					Total Hours	Direct Labor	Total Hours	Direct Labor	Total Hours	Direct Labor
A. Constructability Review	x	x	x	x	x	\$xx.xx	x	\$xx.xx	x	\$xx.xx
B. Cost Estimating	x	x	x	x	x	\$xx.xx	x	\$xx.xx	x	\$xx.xx
C. CM/Inspection	x	x	x	x	x	\$xx.xx	x	\$xx.xx	x	\$xx.xx
TOTAL:	x	x	x	x	x	\$xx.xx	x	\$xx.xx	x	\$xx.xx

II. DIRECT LABOR: PREMIUM OVERTIME HOURS

	Job Title				Phase								
	Project Manager	Superintendent	Estimator	Administrator	Basic Design Services			Special Design Services			Construction (CM/Inspection)		
Project Mid-Point Ave. Hourly Rate	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx									
Project Mid-Point Premium Hourly Rate	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx									
Task/Description					Total Hours	Direct Labor (Straight)	Direct Labor (Premium)	Total Hours	Direct Labor (Straight)	Direct Labor (Premium)	Total Hours	Direct Labor (Straight)	Direct Labor (Premium)
A. Constructability Review	x	x	x	x	x	\$xx.xx	\$xx.xx	x	\$xx.xx	\$xx.xx	x	\$xx.xx	\$xx.xx
B. Cost Estimating	x	x	x	x	x	\$xx.xx	\$xx.xx	x	\$xx.xx	\$xx.xx	x	\$xx.xx	\$xx.xx
C. CM/Inspection	x	x	x	x	x	\$xx.xx	\$xx.xx	x	\$xx.xx	\$xx.xx	x	\$xx.xx	\$xx.xx
TOTAL:	x	x	x	x	x	\$xx.xx	\$xx.xx	x	\$xx.xx	\$xx.xx	x	\$xx.xx	\$xx.xx

**Sample Table C: Direct Non-Salary Costs
 Monroe County Project X
 ABC Construction Manager**

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<u>Description</u>	<u>Basic Design Services</u>	<u>Special Design Services</u>	<u>Construction (CM/Inspection)</u>
Mileage xx miles at \$0.xx/mile	\$x.xx	\$x.xx	\$x.xx
Field Office x mos. @ \$xx/mo.	\$x.xx	\$x.xx	\$x.xx
Copies xx copies at \$x.xx/copy	\$x.xx	\$x.xx	\$x.xx
Etc.	\$x.xx	\$x.xx	\$x.xx
TOTALS:	\$x.xx	\$x.xx	\$x.xx

**Sample Table D: Summary of Costs
Monroe County Project X
ABC Construction Manager**

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<u>Description</u>	<u>Basic Design Services</u>	<u>Special Design Services</u>	<u>Construction (CM/Inspection)</u>	<u>Total</u>
Direct Labor	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx
Premium Overtime Labor	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx
Direct Non-Salary Costs (excluding subs)	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx
Overhead & Profit (120% on Direct Labor only)	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx
TOTALS:	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx