

**REQUEST FOR PROPOSALS AND QUALIFICATIONS:  
Village of Phoenix, New York – Marina/Mixed Used Development Feasibility Study**

***DUE DATE: December 22, 2016***

***TIME: 3:00 PM***

**INQUIRIES:**

Please direct all inquiries, questions and/or requests for clarifications on this Request for Proposals and Qualifications (“Inquiries”) via email to both James Lynch, Village Administrator c/o [rdemo@villageofphoenix-ny.gov](mailto:rdemo@villageofphoenix-ny.gov) and to [info@primohillslaw.com](mailto:info@primohillslaw.com). PROPOSALS MAY BE SUBMITTED VIA EMAIL PROVIDED SAME CAN BE OPENED AS SIMPLE PDF DOCUMENTS AND ARE FOLLOWED BY THE REQUIRED HARD COPY DELIVERIES AS REQUIRED WITHIN ONE WEEKDAY THEREAFTER. PLEASE REQUEST A CONFIRMATION OF RECEIPT VIA EMAIL TO ENSURE DELIVERY OF YOUR EMAIL.

**MODIFICATIONS:**

Any and all modifications of this RFPQ including based on Inquiries will be provided only to those that have previously emailed Inquiries or otherwise provides notification of their interest to James Lynch and Steven J Primo at both the above email addresses with such email request "PHOENIX 2016 MARINA FEASIBILITY RFPQ" and requesting to be added to the email distribution list for any modifications and response to Inquiries. PLEASE REQUEST RELATIVE TO ALL EMAIL INCLUDING THE PROPOSAL SUBMISSION AN AFFIRMATIVE CONFIRMATION OF RECEIPT VIA EMAIL TO ENSURE DELIVERY OF YOUR EMAIL.

# REQUEST FOR PROPOSALS AND QUALIFICATIONS

## A. INTRODUCTION.

The Village of Phoenix is soliciting proposals from qualified firms to perform and oversee certain tasks involving the preliminary concept design, environmental studies, land surveying, wetlands/floodplain mapping and verifications, SEQRA/NEPA and related services relating to all environmental and related potential effects to permitting and general feasibility of a proposed Village of Phoenix – Village Marina Docking and Residential and Incidental Mixed Use Facilities (“Project”). The scope of work for this portion of the project is intended to be completed to provide all such studies materials, and documents as necessary for completing part or as much of all the SEQRA and project permitting process as can be completed without a specific finalized grade project design.

The Village of Phoenix is seeking a firm or firms acting as a consultant team with general civil engineering, permitting and environmental evaluation skills, and sensitivity to local and regulatory issues. The firm should have ready knowledge of or the means to expediently and economically acquire such NYS and local land use, zoning and marina docking, mooring and general project feasibility permitting, wetland, flood plain, drainage/erosion control and SEQRA and related environmental requirements.

The work requested herein is for a general consultant to perform, manage and/or administer itself and/or through qualified sub-consultants, and where (and if) possible through village forces, work consisting of a comprehensive topographical and instrument survey to ALTA standard or such other more economical but still sufficient and defined title and site/physical detail, proposed and preliminary approved wetland and buffer areas delineations, biological and cultural, historical and parklands resources and locations inventories, flood plain and buffer areas delineation, NYS and/or Canal Corp. owned or rights of way areas, and affected fauna-flora, and specially protected, endangered species and Smart Growth analysis forms and such permitting as may be necessary for purposes of the proposed project (i.e., docking, marina facilities, building improvements, and all required governmental approvals for same). The consultant team will research and investigate as necessary to ascertain such and produce and complete such forms and documents and procedures as generally necessary for local, state and federal permitting applications. The work scope is also to include up to three (3) preliminary/alternative concept/layout designs, and corresponding rough preliminary project cost estimates. As to the alternative feasible design concepts, while creativity and variety is encouraged, candid and realistic design concepts will be appreciated.

Potential future work not covered in this Request for Proposals and Qualifications might include more focused preliminary and final contract documents, engineering and architectural, final construction cost estimates and schedule of value estimates, securing all necessary and required final construction and operating permits and approvals and potential construction related services. If determined feasible from a permitting/environmental and related issues perspective, actual development and construction and/or ownership of the Project may be undertaken separately by a preferred developer selected by and/or partnered with the Village, either directly and/or by contract, following completion of the work described herein and contingent upon the results thereof and other factors. A portion of the

project, as legally permissible, may be, in whole or part, retained as a Village owned and funded project and in particular, the Village contemplates as one potential option, the conveyance of the Main Project Site to a private developer in exchange for the development and construction of Village owned park/recreation and dockage with the Marina development.

This RFPQ includes a description of the scope of services, proposal requirements, and instructions for submitting your proposal.

In the event that it becomes necessary to revise any part of this RFPQ, written addenda will be issued. Any addenda to this RFPQ will be valid only if in writing and issued via email by the Village of Phoenix Attorney and/or or Administrator. Please note page one (1) of the RFPQ relates to "Inquiries" and "Modifications." The Village may, and reserves the right to not respond to an Inquiry, in which case any proposer responding should act accordingly.

All such addenda to this RFPQ is intended to also be posted on the Village of Phoenix's website however the date and completeness of such postings cannot be guaranteed and should not be relied upon.

<http://www.villageofphoenix-ny.gov>.

**The foregoing notwithstanding, it shall be the proposer's sole responsibility to monitor this website for possible addenda to this RFPQ including based on responses to Inquiries.** Failure of proposer to receive from Village or to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to address specifically all such addenda, where required, may be cause for rejection of his/her proposal.

## **B. PROJECT BACKGROUND.**

The Village of Phoenix desires to study and evaluate the feasibility of having a marina and residential development constructed on Village-owned property along State Street north-northwest and east of the Village wastewater treatment facility totaling some thirty (30) ± acres. The intent of this project would be to provide an additional canal-based economic development resource for the community. A marina and mixed-smaller square footage, scale/unit residential development with limited commercial use incidental to marina and boat dockage needs is being considered to increase the attractiveness of the Village and to provide additional opportunities for boaters to both dock and reside seasonally or for weekend or longer stays in the Village. The preliminary concept contemplated by Village is for a marina, with (or without, [including proposals with less square footage] if feasibility is not indicated and it is then acknowledged by the Village that this component of the proposal is waived prior to submission), approximately 50,000 - 60,000 square feet of residential space, limited incidental commercial retail space, and both private and/or shared common area public park areas apportioned to both the public and private dockage and residential units. Given the potential available space for development, it is estimated that from 50-75 residential units at 700-900 SF might be provided with a flexibility to provide for larger units by combining adjacent units however the greatest demand may be for smaller (in SF area) and thus lower priced units that are principally incidental to the boat owners recreational boat dockage and use. Any successful design of this project will have significant challenges. A large portion of the

property appears to be within the 100-year floodplain, including along the Oswego County shoreline and northeast thereof a stream intersecting the property tributary to the Oswego Canal. Significant wetlands subject to the jurisdiction of the NYS Department of Environmental Conservation and/or Army Corp. of Engineers also exist throughout the Main Project Site. As discussed below, a detailed general study and analysis for SEQRA, NEPA and general project permitting of all environmental and potential impacts on the Main Project Site and to the extent applicable, the Henley Park Limited Project Site will be required. Also included within the permitting and environmental study components of the work scope (See Sections C and D hereof) is consideration of docking facilities approximately southeast of the site in the Henley Park area on State Street across from the existing dockage limited to feasibility of permitting additional transient docking facilities along the existing concrete pilings opposite the Villages presently existing transient dockage. The Main Project Site and this additional limited site areas are as shown on the attached map (Exhibit "A").

For background information purposes, (i.e., these areas are not within either Project Site Area) the Village's more global comprehensive planning intent should nevertheless be noted. There are significant large vacant lot areas, some commercial uses and numerous single family residential structures located along State Street that abut or are nearby the Village owned property (Main Project Site) intended for development on the Oswego Canal front (south west State Street) side. Across State Street (northeast side) are a few residences, a sizable apartment project and several parcels of vacant lands, one such sizeable parcel owned by the Village. These properties along State Street transition into commercial-retail uses further down State Street heading southwesterly a few hundred yards toward the Village Center Canal Front Business District, North and Lock Islands, Henley Park and the Henley Park Limited Project Site. While potential impacts on this corridor and these properties along State Street will need to be taken into consideration, one significant concern relating to the location of the Main Project Site is to be addressed by inclusion of the Henley Park Limited Site Area in the Scope of Work. There has been considerable effort especially over the last ten (10) or so years to ensure the Village Central Canal Front Business District be maintained as a focal point. This is consistent with the Village's Strategic Plan for that area adopted in 2008 and also in the Village draft Comprehensive Plan now nearing final completion. Thus, a natural "bridge" between the proposed Main Project Site marina/park area and downtown canal front area, including the development of additional dockage at the Henley Park Limited Project Site, possibly atop existing pilings (See Exhibit "B" attached hereto) may be essential to maintaining the village center/canal front area as a Community Center for Phoenix and the surrounding west Lysander and Schroepel Town communities. This connectivity may be further induced via a sidewalk or tarvia path area along the northeast side of State Street sufficiently distanced and screened from the residential properties, most of which are located on the canal/riverfront (southwest) side of State Street. The draft Comprehensive Plan includes consideration of traversing the lands located at present between the wastewater treatment plant and DPW garage to and then across and along State Street into the Village center. This northeast side of State Street has considerable vacant acreage and less residential density. The largest vacant parcel along the northeast side of State Street appears to be Village owned property and upon which eventually this connective path might divert into a passive respite park or rest area with benches, water fountain, and the like. As to the existing southwest side of State Street residential uses aforementioned, one option currently being considered under the Village's draft Comprehensive Plan and proposed zoning amendments, is to within this limited State Street corridor area, expand special permit uses so as to permit small scale commercial/retail, home occupation and similar complementary service uses however only upon conditions protective of

other existing residential uses, and only if and to the extent a Marina/park project is viable at the Main Project Site. The Village DPW garage and wastewater treatment plant are located adjacent to the proposed Main Project Site. Recent upgrades to the plant have diminished the potential for offensive odors, and it has also been expressed that for the most part prevailing winds are such that any potential for adverse odors avoids the site. In any event, the aesthetics of visibility of the WWTP and DPW garage from the development and any potential for objectionable noise, odor, truck traffic etc., will need to be taken into consideration and appropriate mitigation, as necessary considered. Likewise traffic to and from the DPW and WWTP will continue and a partially secured, shared and/or completely separate access drive to the Project may be appropriate. Depending on the access/egress routes proposed, and any potential impacts of same, interaction with the appropriate State and County DOT's must be considered.

The envisioned concept plan is for a public/private marina, with approximately 50,000 - 60,000 square feet of building gross space, including limited incidental complementary commercial space, and both a private and/or shared common area or public park fronting the dockage areas. Given the available space for development, it is estimated that from 50-75 residential units at 700-900 SF with apportioned dedicated dockage might be provided, with the flexibility to provide for larger unit sizes by combining adjacent units however the demand may be for smaller (in square footage area) less expensive units that are incidental to the owners on-site recreational boat dockage and use. If a residential project were deemed feasible it is contemplated that one-half of the dockage might be under private ownership as dedicated slips for residential unit owners/tenants and with the remaining half available for public use as a Village owned/operated Marina facility. The same would apply to the park/common areas, i.e., entirely open to the public including residential unit owners/tenants, or separated into two (2) private/public areas together with their respective apportioned private/public dockage facilities. Appurtenances such as restrooms, boat launch and pump-out facilities should also be considered at the Main Project Site.

### **C. SCOPE OF WORK.**

Consultant shall be responsible for, and the scope of work shall consist of and include the following and as described below at Paragraph D:

1. Complete and comprehensive environmental and related studies and reports for both the Main Project Site and only to a proposed scope as may be reasonably necessary for evaluation of permitting additional dockage at the Henley Park Project Site (as depicted in Attachment "A") including wetland and floodplain delineations and locations, applicable buffers, visual aesthetics impacts and impacts on Village sewer, water, and other services, wildlife endangered species, cultural, historic, parklands, open spaces and resources inventories. This requirement is to be construed as comprehensive requiring all environmental and related studies as might be reasonably required and/or recommended for respective permitting and involved agencies, including potential funding agencies, as necessary to meet any and all applicable local, county, state and federal legal requirements for a project of this type on the Main Project Site, and as applicable, to the Henley Park limited site, including without limitation under both SEQRA, NEPA, permitting agency procedures and Smart Growth compliance. The foregoing requirement for a comprehensive approach notwithstanding, this RFPQ acknowledges that such reviews although comprehensive, necessarily at the early stages of a concept design might only be able

to address certain such impacts in a more generic fashion, and thus will require follow up more focused documentation and analysis once a concept design is selected and even more specifically in the future in the event a specific project comes to fruition. The requirement of this component of the scope is to generally ascertain and thoroughly scope and assess all likely areas of potential impacts, issues, restrictions and barriers to achieving a project as is generally contemplated herein, such that a probability of negative or positive SEQRA declaration can be evaluated, any EIS subject matter requiring further study, analysis, concept modifications or mitigation in connection with likely SEQRA findings can be exposed and dealt with early on, and then to refine and more narrowly focus the same as necessary or advisable, based on the concept designs selected by the Village. The required SEQRA Long EAF should be bolstered with all reasonably required addendums (e.g., visual/aesthetic for one) and the relevant data and findings from the various other studies and reports required hereunder. No draft EIS or scoping documents are required however the proposed scope should be comprehensive and specifically articulated and confirmed in the proposal as the intended SEQRA scope to be included in the Scope of Work.

2. For the Main Project Site only, conduct and prepare a ALTA (or similar quality, as shall be detailed in the proposal) instrument, boundary and topographical survey and survey map showing property lines, all existing utilities infrastructure and roadways, drainage features, wetland/floodplain buffer and boundaries, record title references, easements, restrictions benefitting or encumbering a property, possible encroachments across the boundary or easement, whether there is access to a public road, setbacks and/or development restrictions imposed by the NYS Uniform Code, that may impact the property, evidence of any use by other parties, water boundaries within the property, evidence of cemeteries, the names of the owners of the adjoining property deed references and certified legal descriptions. Please note the Village believes it has no existing maps, abstract of title, or title insurance policies or other title or environmental data to provide. If the proposer has or believes it can locate or obtain any existing data, the same and sources thereof should be disclosed in the proposal and regardless the requirement shall be for independent study and verification of public records and sources on site conditions and not solely in reliance on underlying or prior located survey data.
3. Preparation of a comprehensive all-inclusive approvals/permitting study and analysis relating to the likely required permits and approvals necessary for a/the Project, including specifically for any residential/commercial improvements deemed feasible and for the docking and related facilities at both the Main Project Site and the Henley Park Limited Site, and however specifically excluding any local Village zoning, subdivision planning analysis and/or recommendations. This must evidence a diligent search for all governmental agency permits/approvals that will or may be needed and the probability of obtaining each of same for the various concept designs considered, and specifically including and based upon interaction with the permitting/approval agencies and correspondence supporting same.
4. Use the results of all of the foregoing studies with any other open source resources, site visits and interaction with Village officials as needed to prepare up to three (3) potential concept site layout alternatives for each of the Main Project

Site and Henley Park Limited Site facilities. Both candor and creativity are encouraged in determining alternative concepts and/or advising the Village as to the limited feasibility (or non-feasibility, as the case may be) of certain alternatives or components thereof.

5. Upon preliminary review by the Village and responsive comments, the Consultant shall prepare a finalized revision and version of one such preliminary design selected for each of the Main Project Site and Henley Park Site, and revise and deliver such revised versions of the materials required under paragraphs 1, 2, 3 and 6 hereof, such versions to be more specifically narrowed and directed to the Village's two (2) selected concept designs. This should also include detail on the substance and probability of obtaining the necessary permits and approvals from agencies, as necessary for development, construction and operation of the selected project and preliminary soft, hard, and related cost estimates for same.
6. Prepare draft and refined/revised SEQRA Long EAF, and all reasonably or likely required addendums or supplements, NY ECL required Smart Growth Form, and any additional or other NEPA required or related documentation that may be required for State/Federal agency funding programs. This requirement shall apply to both the Main and Henley Park Project Sites, however as with paragraph C(1), the latter may address the limited project scope to be considered at the Henley Park Site. The EAF shall reference and be bolstered with the materials to be developed under paragraphs C(1),(2),(3). Any reasonably required revisions to the draft based on the Villages selected design(s) shall be completed as a more project specific comprehensive EAF focusing on the two (2) selected designs. The revised/refined (more project specific) EAF shall incorporate the plans required under paragraph C(9) and (10), and as well the revised C(1),(2) and (3) materials. The Consultant shall also prepare a suggested Parts 2 and 3 of the EAF based upon the selected concept designs in effect expressing their opinion as to what the Lead Agencies determination should be.
7. Consultant shall in addition to such meetings, conferences and visits as are necessary to complete the scope of work herein, participate in up to four (4) public or private/informal meetings or conferences, including a public presentation of the final selected concept design(s) and related materials required hereunder and up to four (4) site visits with Village staff during the course of the work as necessary for a thorough understanding of the contemplated projects and existing site and related conditions.
8. Otherwise confer regularly and as reasonably needed with Village of Phoenix staff and other independent contractors and consultants involved with the Village relative to this Project..
9. Prepare a proposed wetland, flood plain mitigation and/or restoration plan/design as necessary for the selected design on the Main Project Site.
10. Prepare a proposed Storm Water Pollution Prevention Plan for the selected design on the Main Project Site.

#### **D. DELIVERABLES.**

1. Maps, Plans and Surveys. All required and/or included maps, plans and surveys, shall be provided electronically to the Village in Adobe Acrobat format and AutoCAD 2013 or more updated version if applicable and GIS format. As and if feasible (and to the extent of same) a concept design of the Henley Park Limited Project Site facilities shall be provided with the appropriate permitting agencies shall suffice. Three (3) hard copies of all shall be included in the Deliverables.
2. Studies/Reports. Three (3) copies of all studies and reports for the Main Project Site and as specified for the Henley Park Limited Site as shown in Exhibit "A", and described at Paragraphs C(1). Three (3) copies of the revised studies and reports shall also be provided. The same shall be provided electronically in Adobe Acrobat format and if requested, narrative shall be provide in Microsoft Word or similar editable format for purposes of inclusion in other materials related to the project contemplated. Maps and surveys incorporated therein shall be in addition, delivered in the form described at Section D(1).
3. Preliminary and Selected Concept Design Plan(s) and Studies/Report(s): Consultant will perform and provide three (3) alternative concept designs, layout and preliminary (rough) soft and hard cost estimates for properties on the Main Project Site, and as, if and to the extent feasible, the Henley Park Limited Site with the following ideal components, which may be modified where documentable environmental or physical site constraints exist:
  - (a) Three (3) to six (6) acre(s) public park and private residential mixed use entirely common or subdivided open area (e.g., one-half to each).
  - (b) Minimum fifty (50) to maximum (one hundred fifty (150)) public and dedicated private boat slip/dock areas, and marina related facilities (restrooms, pump out, launch/staging areas).
  - (c) From 50-75 private residential units of 700-900 square feet including up to 6,000± square feet commercial/retail units in a total 50,000-60,000 square foot building.  
The contemplated concept layout design(s) will include concept plans depicting the alternatives considered. Draft preliminary designs with narrative report(s) explaining the alternatives and referencing the relevant surveys, materials, reports and studies required hereunder and relied upon will be prepared and summary delivered to the Village for review only after review and comment by Village staff, one of the alternatives selected by Village for each of the Henley Park and Main Project Sites will be selected and revised into the selected final design Plans and Revised Studies/Reports.
4. SEQRA/NEPA Smart Growth and Addendums/Supplemental Supporting Documents. Preparation of a draft SEQRA Long EAF with reasonably required addendums (such as visual impacts by way of one example and not limitation) for review by Village

staff and consultant and any applicable documents. Same shall reference, attach and be supported by the Studies and Reports required under Section D(2). Upon selection of designs by the Village, Consultant shall make such revisions as above described focusing on the selected design concepts within the parameters above described.

5. Wetlands/Flood Plain Mitigation and SWPPP per NYSDEC requirements focusing on the specific concept design approved for the Main Project Site and only if and to the extent necessary for the Henley Park Limited Site.

**E. COMPLETION MILESTONES.**

**(NOTE: “HP” denotes if applicable to Henley Park Limited Project Site; “MPS” denotes Main Project Site)**

| <b>Milestone</b>  | <b>Completion Date</b>                     |
|---|--|
| First Date for submission of and Last Date for Inquiries/Clarifications Requests (HP/MPS)                         | 12/12/16<br>12/15/16                       |
| Date for Issuance of any Inquiry/Clarification responses or revised RFPQ Scope and Deliverables (if any) (HP/MPS) | 12/16/16                                   |
| RFPQ Submission Due Date(s)<br>(HP/MPS)   | 12/22/16 (email)<br>12/23/16 (hard copies) |
| Intended Proposed Review Period & Interviews; Intended Selection Notification Date (HP/MPS)                       | 12/26/16 – 1/17/17                         |
| ALTA or other acceptable scope Survey Map Completion Date (MPS)   | 3/15/17                                    |
| Floodplain/Wetland/Buffer Location Delineation Report (MPS)   | 3/15/17                                    |
| Biological Environmental Species, etc. Assessment Report (HP/MPS)   | 3/15/17                                    |
| Cultural, Historical/Archeological, etc. Resource (HP/MPS) Inventory Reports/Studies                              | 3/15/17                                    |
| Draft SEQRA Long Form EAF, etc.; related NEPA, Smart Growth Documentation (HP/MPS)                                | 4/1/17                                     |
| Required Approvals and Permitting Study/Report, Issuance Probability Report (HP/MPS)                              | 4/1/17                                     |

|   |         |
|---|---------|
| Draft Preliminary Concept Design(s) and Related Documentation (HP/MPS)  | 4/1/17  |
| Village Review, Comments, Revisions, Clarifications (if any) Issuance selection of one (1) concept designs for each of HP and MPS   | 4/20/17 |
| Finalize Selected Concept Designs and revised Reports and Studies (including floodplain/wetlands mitigation and SWPPP) and SEQRA/NEPA document tailored to selected Concept Designs | 5/15/17 |

**F. PROPOSAL FORMAT.**

A proposal generally describing the Consultant’s firm and if intended , its sub consultants qualifications and their understanding as to the contract scope and price and should address all of the following points in the order shown below:

1. A description of the firm including the year the firm was established, type of organization of firm (joint venture, association, partnership, corporation, etc.) and a statement of the firm’s qualifications for performing the requested consulting services. If the consultant proposes a joint venture or grouping of sub-consultants managed by proposer where the proposer intends to perform some of the work itself and through others, a general brief description of the framework of this venture and component consultant and sub-consultants should be provided. This should be a focused response and not exceed three (3) pages in length. General brochures for a firm and/or specific projects should not be submitted. A website or link for any such supplemental materials may be provided via enclosure letter.
2. A summary of the firm’s experience with similar projects (this may include projects the firm’s principals and its consultants have been involved in). It is anticipated that firms with mid to large scale marina development involving residential/commercial development may be limited and that all such projects have significant unique features in particular based upon the agency or agencies, or departments thereof having jurisdiction over the respective navigable waters. Accordingly, submission of experiential information on project components is encouraged (the firm’s performance or over site of multi-family residential, small commercial development, generally environmental and component study area reviews). This should not exceed three (3) pages in length.
3. Three (3) firm and/or intended consultant/sub-consultant references of related or similar project or components as described at #2, including date and brief description of the projects/components (not to exceed four (4) pages in length).
  - a. At least two (2) of the projects should include wetland delineations and

- biological surveys.
- b. At least two (2) of the projects should include cultural resource inventories.
  - c. At least two (2) of the projects shall include waterfront element considerations.
4. An organization chart describing principal staff and consultants/subcontractors proposed to design the project. If not included at #1 above, a brief summary of the qualifications/experience of each team member. This should not exceed three (3) pages in length, however resume or CV materials referenced as attached exhibits may be submitted exceeding this length however only for individuals proposed to be directly involved in the project. Note: It is imperative that regardless of the individuals involved there should be only one designated "Point Person" as the main source of content, communication with and accountability to the Village. This Point Person shall have the ability to be on site on reasonably short notice and/or attend meetings on reasonably short notice thus requiring a local or near local presence and responsible and responsive person for all project related status and information requests.
  5. Provide a detailed task-by-task/sub-task description of how your firm will execute each component of the proposed scope of work including those services your firm intends through sub-consultants. This should evidence your understanding of the scope of work, its subsidiary tasks and subtasks and requirements for comprehensive study. Unlike the limited summary responses required under other subparagraphs of this Paragraph F, significant detail including all assumptions, reservations, conditions and/or limitations should be included in very detailed descriptions of the tasks comprising the proposed scope of work and components thereof under each of the task descriptions at Paragraph C and subparagraphs thereof. This is intended to be comprehensive in nature and shall require significant detail on the components and subcomponents of each task and the level of detail proposed for the applicable study/report. This should be not less than ten (10) nor more than forty (40) pages in length.
  6. A summary of the firm's and/or team's experience with and ability to assist the Village in the potential future tasks that might be reasonably expected should the contemplated project move forward, as generally described at Paragraph B hereof. This shall be limited to three (3) pages.
  7. A detailed itemization of how direct contract costs and any additional charges for subcontracted work or other outside services are to be invoiced, any mileage, copying, word processing or other proposed extra charges and rates therefrom. This should not exceed two (2) pages.
  8. Itemized (by task and components/subtasks thereof) contract pricing for each component of the work and as well a total proposed contract price. Please comment on and explain any proposed contract price modifications, if any one or more of the components of the scope of work contemplated are excluded because of the Village's desire to proceed with another consultant for another or other components of the scope of work. This shall not exceed four (4) pages in

length.

**G. SUBMITTAL.**

1. Four (4) hard copies of the firm's proposal and a CD with an Adobe Acrobat version shall be received no later than the day and time following the initial email submission due day and time shown on the cover page of this RFPQ at the Village of Phoenix offices, Sweet Memorial Building, 455 Main Street, Phoenix, New York 13135, and further provided however, only if the Village has received and acknowledged receipt of and the ability to open and review for completeness the submission via email by the date and time shown on page one and as described therein. This should not exceed four (4) pages.
2. Hard copies of the proposal should be prepared on standard 8 ½" x 11" letter size. The use of expensive papers and bindings is discouraged. Only hard copy maps may be up to ledger size and must be if not otherwise legible in letter (8 ½" x 11") or legal (8 ½" x 17") size.
3. Proposals should not exceed sixty (60) pages in full, however exclusive of any resume/CV materials only on the individuals intended to be directly involved as described in Paragraph F1 and F4 above.
4. All proposals shall be submitted in a sealed envelope, which is clearly marked with the RFPQ title.
5. Late proposals may not be accepted.
6. Transmittal letters for the proposals must be signed by an authorized agent, contractor, employee or officer of the proposing firm in order to receive consideration.
7. All proposals shall remain firm for forty-five (45) days following the due date for the receipt of submittals. If accepted within such period of time and notice to proceed given within ninety (90) days following such due date the scope of work and contract pricing may not be modified by the proposer and shall remain firm for up to one (1) year following the acceptance of same.
8. The Village shall not be responsible for proposals delivered to a location other than or in a way other than that specified above.

**H. EVALUATION CRITERIA.**

Proposals will be preliminarily screened by a selection committee that may include the Village Mayor, Board members, staff and/or involved consultants. Proposals will be evaluated at both the preliminary and following interview stages using the following criteria (not necessarily in order of importance):

- Understanding of the scope of work required and required deliverable at both the

- preliminary designs and selected concept design stages;
- Experience with emphasis on completing work of similar scope and complexity;
- Quality and responsiveness of proposal;
- Perceived ability to make effective public presentations on the proposed project;
- Demonstrated and/or perceived ability to work effectively with staff, other public agencies, and related parties;
- Demonstrated competence and professional qualifications necessary for satisfactory performance of the work required, including potential future tasks;
- Demonstrated ability to work with other consultants in the project team;
- Proposed approach to completing the work including detail as to all main tasks and subtasks described;
- References;
- Any local area and/or site specific knowledge or experience.
- Background and related experience of the specific individuals to be assigned to this project.
- Perceived effectiveness, responsiveness, accessibility and compatibility of designated Point Person with relevant Village officials, staff and consultants.

**I. SELECTION PROCEDURE.**

Up to three (3) proposing firms rated most highly during the screening process may be invited for interviews, and subject to confirming an agreed upon contract price, the committee will recommend the highest-ranking firm for award of the contract. The recommended firm and contract pricing will be submitted to the Village Board of Trustees for approval. The Village reserves the right to award a contract to the firm that possesses the qualifications that will best accomplish the designated results for a particular project and/or based upon the most comprehensive scope of services that can be provided within the Village budget contemplated for this project.

The Village also reserves the right to reject any or all proposals and/or statements of qualifications, to waive any minor or incidental insufficiencies or irregularities in said proposals or statements of qualifications and/or to award any component parts of the scope of work to more than one persons or firms. Any adjusted contract price(s) and scope of work based thereon shall be negotiated in such event.

**J. CONFLICT OF INTEREST.**

Proposers warrant and covenant that no official or employee of the Village, nor any business entity in which an official of the Village has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the Village.

**K. STANDARD CONTRACT.**

The proposer(s) accepted shall be required to enter into a Village standard consultant agreement, including any additional or modified terms and/or conditions as stated herein.

## **L. INDEMNIFICATION AND INSURANCE.**

Insurance and indemnification requirements for the requested work and contract shall be as follows.

### **1.0 Indemnification.**

To the maximum extent allowed by law, consultant shall defend, indemnify and hold the Village, their officials, officers, employees, and agents free and harmless from any and all liability from loss, damage or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of consultant arising out of or in connection with consultant's performance, including without limitation the payment of attorney's fees. Further, consultant shall defend at its own expense, including attorney's fees, the Village, their officials, officer, employees, and agents in any legal action based upon such acts, omissions or willful misconduct. This indemnification shall be in addition to, and notwithstanding, the requirements for provision of insurance set forth below.

### **2.1 Insurance.**

Consultant shall obtain and shall require its sub-consultants to obtain insurance of the types and in the amounts described below and satisfactory to Village.

### **2.2 Commercial General Liability Insurance.**

Consultant shall maintain occurrence version commercial general liability insurance of equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

### **2.3 Business Automobile Liability Insurance.**

Consultant shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for hired vehicles. Non-owned automobiles shall be covered by the general liability policy.

### **2.4 Professional Liability Insurance.**

Consultant shall maintain errors and omissions liability insurance with a limit of not less than \$1,000,000 each claim with a total aggregate of \$2,000,000. Such insurance shall be maintained for a minimum of three (3) years following completion of the services.

### **2.5 Worker's Compensation Insurance.**

Workers' Compensation Insurance, as required by the State of New York and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

### **2.6 Additional Insured.**

Such insurance shall name the Village, their officials, officers, employees, agents, and consultants as Insureds with respect to performance of the work hereunder. Such insured status shall contain no special limitations in the scope of its protection to the above-listed Insureds. All insurance shall be primary and non-contributory with respect to any insurance or self-insurance programs covering the Village, their officials, officers, employees, agents, and consultants.

#### 2.7 Certificates of Insurance.

Consultant shall, prior to commencement of the Services, furnish to the Village properly executed unconditional certificates of insurance, and/or certified copies of endorsements and policies, which shall clearly document and evidence all insurance required in this Section. Consultant shall not allow such insurance to be canceled, expire or be materially reduced in coverage except upon thirty (30) days prior written notice to Village.

#### 2.8 Term of Coverage.

Consultant shall maintain all insurance required by this RFPQ from the earlier of the time a contract with Village is executed or the date when services commence until services are completed, except as may be otherwise required by this section. Consultant shall replace any policies, certificates and endorsements for any insurance expiring prior to completion of the services.

### **M. REQUIRED GOVERNMENTAL AND AGENCY FUNDING CONTRACT REQUIREMENTS.**

The work required hereunder is expected to be funded at least in part by NYS, federal and/or similar governmental agency funding. The Village as a governmental agency contracting with Consultant and potentially performing in kind services is/are subject to numerous contract requirements including but not limited to the following all of which shall be considered and the costs thereof considered by Consultant in the pricing and performance of the scope of work required hereunder. Accordingly, all proposers should affirmatively state their familiarity, and agreement to comply with all such usual Federal/State governmental agency funding requirements for professional consultants with contracts in excess of \$25,000, including, but not necessarily, by way of limitation, the following:

1. Remedies in instances of contractor violation or breach of contract terms.
2. Termination for cause and convenience.
3. Equal Employment Opportunities and Minority and Women's Business Enterprises. As to the required WMBE conditions it is anticipated that the intended percentage goal shall be 20 percent and may or may not require a (10% / 10%) split as between Minority and Women's Business Enterprises. A good faith attempt to comply must be made and documented by the proposer. As of the issuance date of this RFPQ the Village anticipates receiving some agency funding assistance for up to 50% of the estimated costs of the work.
4. Copeland Anti-kickback Act and related regulations.
5. Davis-Bacon Act and related regulations.
6. Contract Work Hours and Safety Standards Act.
7. Section 3 of the Housing and Community Development Act of 1968.

8. Clean Air Act and Clean Water Act and related regulations.
9. ESD Non-Discrimination and Contractor and Supplier Diversity Policies.

As may be applicable under such laws, Proposer's submission shall be required to include any and all such program forms as are required by the above laws at the time of proposal submission and the Proposer shall ascertain and be responsible for such submission(s). It is believed that at minimum the requirements described at paragraphs M(3) and M(9) shall apply and require the submission of additional documentation with the proposal.

**N. NOTICE OF TERMINATION.**

VILLAGE may, by written notice to CONSULTANT, terminate the whole or any part of the Agreement at any time and without cause by giving written notice to CONSULTANT of such termination, and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination. Unless for good cause requiring immediate termination, CONSULTANT shall discontinue all Services within seven (7) days of receipt of such notice, unless otherwise instructed by VILLAGE in writing. CONSULTANT may not terminate this Agreement except for good cause. Consultant shall be entitled to payment for all work performed prior to the effective date of any termination. Consultant acknowledges that Village is dependent in part on agency funding approvals which have been received but are by contract subject to appropriation and thus may be revoked. In the event of any Termination permitted hereunder, including for work performed relative to its proposal, preparation for performance, or early performance of any work i.e. prior to a notice to proceed, no claim for payment shall be made against Village. Furthermore, Consultant shall have an affirmative duty to upon discovery of any state of facts indicative of non or substantially/materially limited feasibility to inform the Village of such indications and not proceed with further performance of the work in any substantial manner pending a decision from the Village.

**O. EXTRA WORK.**

At any time during the term of the contract the Village may request that Consultant perform Extra Work. As used herein, Extra Work means any work, which is determined by Village to be necessary for the proper completion of the project, but which the parties did not reasonably anticipate would be necessary when preparing this RFPQ. Consultant shall not perform Extra Work until and unless having received prior written authorization from the Village's Project Manager.

**P. INQUIRIES.**

Please direct all inquiries and requests for clarification regarding this RFPQ as per direction at page one above.

**Village of Phoenix  
Sweet Memorial Building  
455 Main Street  
Phoenix, NY 13135  
Tel: 315-695-1307  
Fax: 315-695-3311  
[www.villageofphoenix-ny.gov](http://www.villageofphoenix-ny.gov)**

**ATTACHED EXHIBITS:**

EXHIBIT “A” – Aerial GIS Photograph showing both Main Project Site and Henley Park Limited Site locations and probably flood plain and wetland areas.

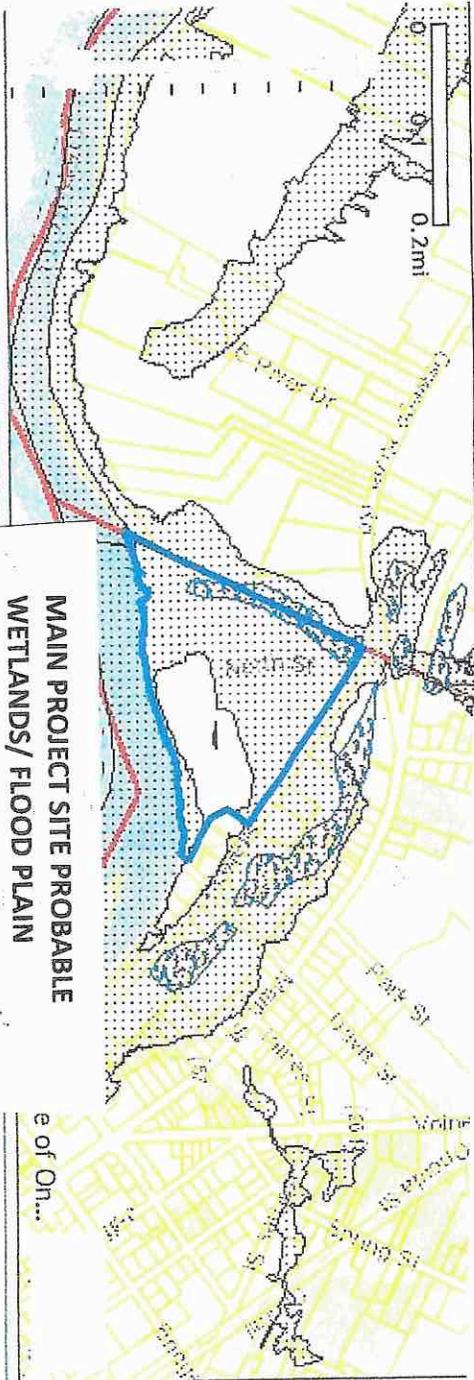
EXHIBIT “B” – Focused Aerial – Henley Park Limited Site pilings locations.

MAIN PROJECT SITE (APPROXIMATE)



HENLEY LIMITED PROJECT SITE

MAIN PROJECT SITE PROBABLE WETLANDS/ FLOOD PLAIN



- Table of Contents
- Parcel Seal
- Draw & Measure
- Go To
- Print
- Print
- Title: CA

EXHIBIT A

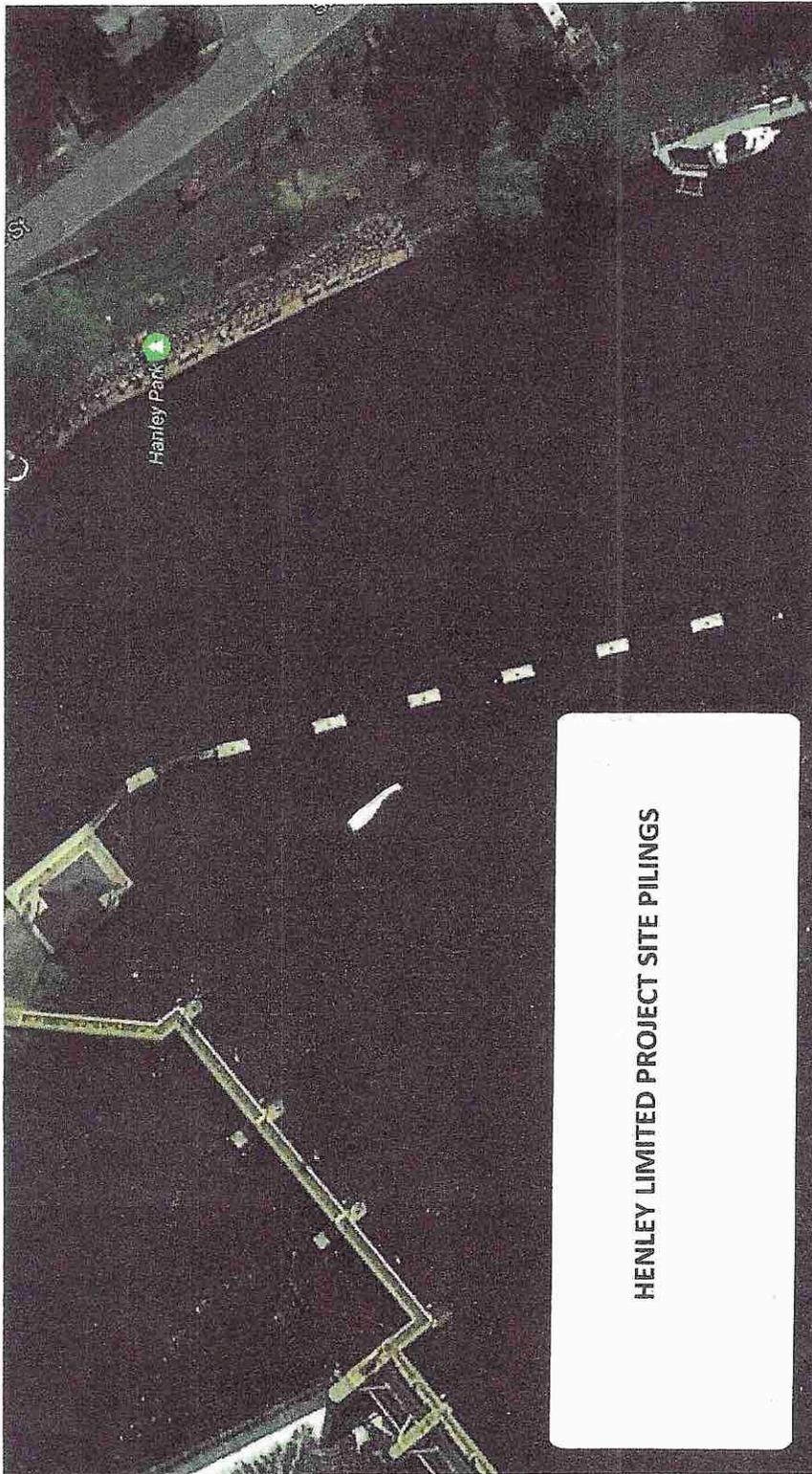


EXHIBIT B