

City of Albany, New York

REQUEST FOR PROPOSALS FOR THE PROVISION OF PROFESSIONAL ENGINEERING SERVICES FOR CIVIL ENGINEERING – PINE BUSH RESTORATION PROJECT

RFP No. 2013-17
November 22, 2013

SECTION 1: PURPOSE

- 1.1 The City of Albany hereby requests proposals from qualified engineering firms to provide professional engineering services related to civil engineering for the Pine Bush Restoration Project. The City will contract with an ecological consultant for the implementation of the ecological components of the Project. It is expected that the civil engineer will work collaboratively with the ecologist for all professional civil engineering services relative to the implementation of the Pine Bush Restoration Project. Minority Business Enterprises and Women's Business Enterprises are encouraged to submit proposals.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Five (5) copies of the Proposal must be received in a sealed envelope marked "Proposal Enclosed - Civil Engineering Services – Pine Bush Restoration Project" no later than **December 13, 2013 at 2:00 p.m.** at the following address:

Bradford D. Burns, Assistant Corporation Counsel
City of Albany
City Hall, Room 106
24 Eagle Street
Albany, New York 12207

- 2.2 Each proposal submitted will be the document upon which the City of Albany will make its initial judgment regarding each proposer's qualifications, methodology, and ability to provide the requested services.
- 2.3 Those submitting proposals do so entirely at their own expense. There is no express or implied obligation by the City to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the City, or participating in any selection interviews.
- 2.4 Submission of any proposal indicates an acceptance of the conditions contained in this Request for Proposals unless the submitted proposal clearly and specifically states otherwise.

- 2.5 The City of Albany reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional proposals.
- 2.6 The City of Albany reserves the right to award the contract work, in whole or in part, to one or more firms and individuals.
- 2.7 Any award of the civil engineering services work shall be conditioned on the later execution of a formal written contract. The City of Albany reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written contract.

SECTION 3: QUALIFICATIONS OF PROPOSER:

- 3.1 Each proposer shall provide a statement of qualifications including:
 - a. A brief history and description of the firm submitting the proposal.
 - b. Identification of the firm's professional staff members who will be assigned to this engagement if the firm's proposal is selected. Include a resume for each such professional staff member that details qualifications, years and types of experience, education, accomplishments, etc. Specify the extent of the availability and commitment of each such professional staff member who will be assigned to this engagement if the firm's proposal is selected.
 - c. Identification of a project team manager or point of contact for all management issues.
 - d. At least three (3) references, including addresses and telephone numbers.
 - e. A signed cover letter from a person within the firm who is authorized to make representations on behalf of the firm and to bind the firm.
 - f. A summary of similar projects or work undertaken by the firm and the experience on similar projects or work of each of the firm's professional staff members who will be assigned to the engagement if the firm's proposal is accepted.
 - g. Any additional information which would serve to distinguish the firm from other firms submitting proposals such as examples of work on projects similar to the project contemplated by this RFP, any special expertise or experience of the firm, etc.

SECTION 4: SCOPE OF SERVICES:

The City of Albany Department of General Services is acting as lead agency on behalf of the Capital District Solid Waste Management Consortium for the purpose of implementing the Pine Bush Restoration Project. This project must move aggressively forward to both fulfill mitigation requirements and to insure future disposal capacity at the Rapp Road Solid Waste Management Facility. All plans and specifications relative to both the Eastern Landfill Expansion and the Pine Bush Restoration Project (hereinafter referred to as ‘the Project’) are publicly available at www.capitalregionlandfill.com.

The City will be contracting with an ecological consultant for the implementation of the ecological components of the Project. The intent of this request is to contract for all professional civil engineering services relative to the implementation of the Pine Bush Restoration Project.

- 4.1 The Civil Engineer shall provide plans, specifications and bidding and construction observation services for the completion of civil engineering tasks associated with the Project. The Civil Engineer will be responsible for reviewing plans and specifications provided by the ecological consultant and incorporating those plans with the civil engineering tasks into comprehensive construction bid specifications.
- 4.2 The scope of the Civil Engineer work will include professional services relative to 6NYCRR Part 360 compliance components affected by the Project. The scope will include necessary civil engineering services relative to the development, implementation and monitoring of the Project.
- 4.3 The Civil Engineer shall provide design services, faunal and vegetative surveys, storm water pollution prevention plan compliance inspections, hydrology monitoring, contract bidding services, contract administration services, construction observation services, and project and development planning services, as follows:

4.3.1 **Design Services**

The Civil Engineer’s task is to develop construction level plans and specifications necessary to implement the current Phase of the Pine Bush Restoration Project in accordance with all state and local procurement policies and procedures. This task will include the following components:

1. Conduct site visits to document and coordinate necessary surface removals. Surface removals will be limited to pavement, utilities, and structures within two feet of ground surface. Grading plans will dictate the removal of sub-grade utilities.
2. Design new utility services as required for nursery and residents.
3. Attend meetings as required.
4. Complete construction plans to a 90% completion level based on the project design plans provided by the ecological consultant and incorporated into this plan package. Plans include but are not limited to the following components:

- Cover Sheet
 - Legend/Notes/Construction Sequencing
 - Demolition Plan
 - Layout Plan/Construction Access
 - Design Plans Provided by the ecological consultant
 - Grading and Erosion / Sediment Control Plan
 - Utility Plan
 - Miscellaneous Details
5. Civil Engineer shall provide Civil Engineer's cost estimate based on 90% completion plan & present the plan/cost estimate to the City for review.
 6. Based on the comments of the City, the Civil Engineer shall progress to 100% complete construction plans.

4.3.2 **Storm Water Pollution Control**

Civil Engineer shall provide storm water pollution control services in accordance with the storm water pollution prevention plan (SWPPP) for the Rapp Road Solid Waste Management Facility, the Project and the NYSDEC GP-0-06-002 Multi-sector Permit for Storm Water Discharges Associated with the Industrial Activities (Permit) for the facility. Tasks include:

- Revision of restoration project SWPPP to incorporate current work plan. Assume that a 5-acre waiver will be required due to the need to disturb greater than 5 acres. Civil Engineer shall attend all meetings necessary to complete this task.
- Civil Engineer shall provide qualified inspector(s) to inspect the implementation of the SWPPP and maintenance of the best management practices (BMPs) for Project. At minimum, one inspection per seven calendar days is required.
- Civil Engineer shall provide the contractor and the City with an inspection report that describes observations and deficiencies or actions that may be required to maintain SWPPP compliance.
- Civil Engineer shall collect and analyze runoff from each discharge point associated with the Project during a qualifying rain event. Results shall be compared to action levels set by NYSDEC; should action levels be exceeded, Civil Engineer shall identify the probable source of silt/sediment/turbidity, provide recommendations to repair/replace BMP and evaluate alternate BMP strategies.

4.3.3 **Contract Bidding Services**

While it is anticipated the current Phase work will be as currently identified in the plan set contained in the Albany Rapp Road Landfill 2014 Work Plan, the work may be subject to modification based on the results of the meetings with the Steering/Oversight Committee. It is anticipated that several contracts may be required for the current Phase work. These contracts may include general excavation and grading, and material supply as identified in the Work Plan. The

bid documents shall be provided to the City for competitive bidding. The Civil Engineer will be responsible for issuing any required addenda and answer any questions that may arise during the bid period. The Civil Engineer shall arrange for and attend a pre-bid meeting and will be required to review all bids once they are received. Upon review of the bids, Civil Engineer shall recommend award of the project. The City will hold all contracts with selected companies. Civil Engineer shall provide contract bidding service as detailed below:

1. Prepare contract documents and project manuals for bidding in accordance with New York State General Municipal Law § 103 for the construction of the Project. Plans provided by the ecological consultant shall be incorporated into the bid documents.
2. Prepare 20 copies of the project manual and construction drawings on CD for bidding and City's internal use.
3. Prepare notice to bidders for advertisement.
4. Conduct one pre-bid meeting and answer technical questions for the contractors. Addenda to the bid documents shall be prepared to respond to contractor's questions.
5. Assist the City in awarding the project to the qualified low bidder including the preparation of an award recommendation.

4.3.4 **Construction Administration Services**

Provide Construction Management\Construction Administration & Oversight of any and all work performed by third party contractors and/or any tasks performed by the City. Since it is unknown at this time the number of contracts that will be issued and the schedule of the third party contractors performing the work, the Civil Engineer shall prepare a proposed or anticipated plan and schedule for the third party work and provide an estimated cost or range of cost for this task. Civil Engineer shall perform the following:

1. Conduct one pre-construction meeting with the contractor
2. Review and approve construction shop drawings and specifications submitted by the contractor for compliance with the design concept.
3. Make minor design revisions as required to adjust the proposed construction to specific site conditions.
4. Review and certify contractor's monthly and final payment applications. The release of retainage shall be at the direction of the City.
5. Conduct weekly progress meetings at the site to review schedule conformance.
6. Receive, review and discuss change orders as they develop. Provide the City with recommendations on the validity of the change request.
7. Document meetings.
8. Review and approve the record drawing information supplied by the contractor.
9. Prepare and issue Certificates of Substantial and Final Completion of the work. Conduct necessary inspections to issue said documents.

4.3.5 **Construction Observation Services**

At the request of the City, the Civil Engineer shall provide observation services throughout the duration of the project to verify that all work is in conformance with the provisions of the contract and/or approved work plan. Civil Engineer shall:

1. Interpret contract plans and specifications and monitor activities to insure full compliance with plans and specifications. Computations shall be made of quantities of work performed, and materials used on the project by actual field measurements.
2. Inform the City and the contractor, in writing, of work deficiencies in order to facilitate corrective action. Corrective action shall be documented and tested to conform to plans and specifications.
3. Prepare a daily work report. Maintain a file of all test reports and certifications provided by the contractor.
4. Oversee testing to assure tests are performed in accordance with the procedures and at the required frequency stated in the contract documents. Determine timing and location of tests to be conducted. Review test reports and certifications for conformance.

4.3.6 **Annual Project Development and Planning**

The Project is approved by various agencies on an annual basis; as such Project elements are often not clarified until the Project scope is approved. The City anticipates that it will require additional civil professional services that, at this time, cannot be quantified. The intent of this contract is that the Civil Engineer will assist the City and the ecological consultant in the development, monitoring and implementation of Annual Work Plans. At this time, some services have been identified for the Project. At this time, the following services are anticipated:

1. Annual Work Plan – Prepare and submit annual work plan.
2. Annual Work Plan – Coordinate and attend Interagency Habitat Management Team Meetings.
3. Test Plot Program – Conduct Test Plot surveying and stake out.

SECTION 5. WORK PROPOSAL

- 5.1 Address the Scope of Services referenced in Section 4 above, including a detailed work plan and project approach that includes task definitions and methodology, milestones, and project schedule.
- 5.2 Prior to submitting a work proposal, the Civil Engineer shall familiarize themselves with the conditions set forth in the permit issued by DEC on June 25, 2009. Civil Engineer shall also familiarize themselves with all the documents referenced in the permit issued by DEC on June 25, 2009. The permit and all related documents can be found at www.capitalregionlandfill.com.

SECTION 6: COST PROPOSAL:

- 6.1 Provide the proposed cost for the services set forth in Section 4, Subsections 4.1 through 4.3. The cost proposal shall set forth a schedule of hourly fees and an overall not to exceed fee for providing all of the services outlined in Section 4 above.
- 6.2 Clearly set forth in detail any and all additional expenses for which you expect to be reimbursed. The proposal must provide a guarantee that no additional fees will be charged to the City of Albany without prior written consent by the City.

SECTION 7: CONTRACT:

- 7.1 The selected proposer(s) will be required to execute a contract with the City of Albany. The term of the contract shall be two (2) years commencing on or about January 1, 2014. The City of Albany shall have the option to extend the agreement for two (2) additional one (1) year periods upon budget approval. A sample Professional Services Agreement is available upon request.

SECTION 8: PROPOSAL EVALUATION:

- 8.1 Proposals shall remain valid until the execution of a contract by the City of Albany or January 31, 2014, whichever comes first.
- 8.2 Proposals shall be examined and evaluated by the City of Albany Department of General Services, the City's engineering consultant, and the Corporation Counsel's Office to determine whether each proposal meets the requirements of this RFP. A recommendation will be made to the City of Albany Department of General Services for a contract award based on the following criteria:
 - * Proposer's demonstrated capabilities, professional qualifications, and experience in ecosystem mitigation, restoration and enhancement.
 - * The wherewithal of the proposer(s) to render the requested services to the City in a timely fashion.
 - * Total proposed cost.
 - * Completeness of the proposal.
- 8.3 The selection of a proposal will not be based solely on a monetary evaluation. Considerable weight will be given to experience in the areas required and the track record of the proposer(s).

SECTION 9: ALTERNATIVES:

- 9.1 Proposals may include alternative matters or items not specified or requested in this RFP. However, all such alternatives matters or items must be listed separately from the proposal and the cost(s) thereof must be separate and itemized.

SECTION 10: INDEMNIFICATION:

- 10.1 The selected proposer will be required to defend, indemnify, and save harmless the City of Albany, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorney’s fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses, and expenses.

SECTION 11: SPECIFICATION CLARIFICATION:

- 11.1 All inquiries with respect to this Request for Proposals shall be directed to Corporation Counsel at the following address:

Corporation Counsel
Attn: Bradford D. Burns, Assistant Corporation Counsel
City of Albany
24 Eagle Street
Albany, New York 12207

- 11.2 All questions about the meaning or intent of the specifications shall be submitted in writing to the individual referenced above in Section 11.1. Replies will be issued by Addenda posted on the City’s website at <http://www.albanyny.gov/home.aspx>. Questions received less than four (4) business days prior to the date of submission of proposals will not be answered. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

SECTION 12: MODIFICATION AND WITHDRAWAL OF PROPOSALS:

- 12.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.
- 12.2 If within twenty-four (24) hours after the proposals are opened, any proposer files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its proposal, that proposer may withdraw its proposal and the proposal security will be returned. Thereafter, that proposer will be disqualified from further proposal on the work.

SECTION 13: INSURANCE AND SECURITY REQUIREMENTS:

- 13.1 The selected proposer will be required to procure and maintain at its own expense the following insurance coverage:
- (a) **Workers' Compensation and Employer’s Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

- (b) **General Liability Insurance:** A policy or policies of comprehensive general liability insurance.
- (c) **Errors and Omissions Insurance:** A policy or policies of errors and omissions insurance. Said insurance must be issued by an insurer licensed to do business in the State of New York and must have an A.M. Best rating of not less than "A".
- (d) **Automobile Liability Insurance:** A policy or policies with limits of not less than \$1,000,000 for each accident because of bodily injury, sickness, or disease, including death at any time, resulting therefrom, sustained by any person caused by accident; and a policy or policies with limits of not less than \$1,000,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobiles.

13.2 Each policy of insurance required shall be in form and content satisfactory to the City of Albany, and shall provide that:

- (a) The City of Albany is named as an additional named insured on a primary and non-contributing basis.
- (b) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Albany.
- (c) The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Albany is given sixty (60) days written notice to the contrary.

13.3 No work shall commence under the contract until the selected proposer has delivered to the City of Albany or its designee proof of issuance of all policies of insurance required by the Contract to be procured by the selected proposer. If at any time, any of said policies shall be or become unsatisfactory to the City, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the selected proposer to furnish, deliver, and maintain such insurance as above provided, the contract may, at the election of the City, be declared suspended, discontinued or terminated. Failure of the selected proposer to procure and maintain any required insurance, shall not relieve the selected proposer from any liability under the contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification.

SECTION 14: NON-COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT

14.1 Each proposer shall complete and submit with its, his, or her proposal the "Non-Collusive Proposal Certificate" and the "Acknowledgment" found on the two (2) pages that follow this page.

NON-COLLUSIVE PROPOSAL CERTIFICATE
PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-D

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in the 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 proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(date)

(signature)

(name and title)
(printed name and title)

(name of firm)

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 2013, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he/she/they severally acknowledged to me that he/she/they executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 2013, before me personally appeared _____ to me known, who, being by me sworn, did say that he/she is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he/she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he/she signed his/her name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 2013, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires _____