

# City of Albany, New York Traffic Engineering

## REQUEST FOR PROPOSALS FOR THE PROVISION OF ENGINEERING SERVICES

RFP No. TE-10-001

August 2010

### SECTION 1: PURPOSE

- 1.1 The City of Albany hereby requests proposals from qualified firms to provide engineering services related to traffic signal design in the City of Albany, New York. Minority Business Enterprises and Women's Business Enterprises are encouraged to submit proposals.

### SECTION 2: PROJECT DESCRIPTION

- 2.1 The City of Albany requests proposals for the design and engineering of Traffic Control Signals at the following intersections located within the City:
  1. New Scotland Avenue & Buckingham Drive/Lenox Avenue
  2. Karner Road & Old State Road
  3. Clinton Avenue & N. Lake Avenue
  4. Morton Avenue & Eagle Street
  5. Morton Avenue & Elizabeth Street
  6. Whitehall Road & Elbel Court (Meyer's Middle School)
  7. State Street & S. Swan Street
  8. Review the warrants of the traffic signal at Whitehall Road & Edgecomb Street
  9. NY Rt5 within City of Albany, Traffic Signal communications equipment conversion/upgrade (modem & patch cables) inventory and itemize in project manual. (equipment specifications to be provided by City of Albany meeting existing equipment) Quail Street to Broadway
- 2.2 Surveys: Consultant shall provide surveys for the intersections noted above in Section 2.1. Utilities must be identified and included in all base map layouts. All designs shall be completed in Auto Cad and as a PDF file with copy of original survey base map provided to the City of Albany as a record document, on paper and in electronic form on CD. All new surveys shall be completed as part of this project and the design services price shall reflect this effort. All engineer estimates must be provided to the City of Albany in Microsoft Excel format.
- 2.3 Project Schedule: The Consultant shall deliver to the City of Albany the signal design plans and specifications within 120 days of notice to proceed.

### SECTION 3: RECEIPT OF PROPOSALS

- 3.1 Three (3) copies of the Proposal must be received in a sealed envelope marked "Proposal Enclosed – Engineering Services – Traffic Signal Design Services, Various Locations, Albany, New York" no later than **Friday, September 3, 2010 at 1:00 PM** at the following address:

City of Albany, Police Department  
Traffic Engineering Unit  
526 Central Avenue  
Albany, New York 12206

- 3.2 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.
- 3.3 Those submitting proposals do so entirely at their own expense. There is no expressed 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.
- 3.4 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.
- 3.5 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.
- 3.6 The City of Albany reserves the right to award the work, in whole or in part, to one or more firms and individuals.
- 3.7 The City of Albany reserves the right not to award any or all of the work detailed in this document.
- 3.8 Any award of the 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 4: QUALIFICATIONS OF PROPOSER**

- 4.1 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 project 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 project if the firm's proposal is selected.
  - c. At least three (3) references, including contact names, addresses, and telephone numbers.
  - d. 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.
  - e. A comprehensive description of the firm's experience in similar projects.
  - f. 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.
- 4.2 The City of Albany may make such inquiries it deems necessary to determine the ability of each proposer to perform the services contemplated by this RFP. Proposers shall promptly furnish all information and data subsequently requested by the City of Albany for this purpose.

## SECTION 5: SCOPE OF SERVICES

### 5.1 Phase I: Review of scope of work for each intersection and data collection:

- Attend a project kickoff meeting with the City of Albany to review the project goals, objectives, and schedule.
- Provide copy of survey base map including but not limited to surface facilities and structures and underground facilities as it relates to each intersection:
- All Base Map and Survey work required to develop Detailed Construction Site Plans shall include, at a minimum, the following:
  - Identify existing conditions.
  - Identify City right-of-way.
  - Identify existing above ground structures
- Collect Turning Movement Counts for each intersection for AM (7AM – 9AM) and PM (3PM – 6PM) Peak hours. The turning movement counts then will be used by the selected firm to determine level of service and basic traffic signal timing plan for each intersection during Phase II of this project

### 5.2 Phase II – Traffic Signal Design

- ✓ Identify and incorporate the following:
  - all surface features and structures
  - below ground structures.
  - existing underground and overhead utilities.
  - Trees and other foliage.
  - Planned location and installation requirements for proposed traffic control signal equipment, raceways, and structures.
  - Phasing, operation, wiring diagrams, and detector tables required for the complete installation and operation of the Traffic Control Signal.
  - All City of Albany Typical and Equipment diagrams
  - All NYSDOT Typical and Equipment diagrams (as applicable)
  - All City of Albany General and Special project notes
  - All NYSDOT Standard and special notes (as applicable)
  - Offset from existing structures to new structures for ease of site layout
  - Basic Traffic signal phasing and timing plan for each intersection (to be used as a baseline to developing the final signal timing by City of Albany)
  - Level of Service Analysis for each intersection
- The City of Albany will provide as necessary to the selected firm the following:
  - City of Albany General and Special project notes for inclusion as they relate to the traffic signal design.
  - A sample of signal design plan layout and draft signal specifications to be used as a template.
  - A sample of traffic signal bid document
- All design work shall comply with the New York State Standard Sheets and Specifications, Federal Manual of Uniform Traffic Control Devices, and City of Albany Traffic Signal Specifications and Standards unless otherwise stipulated in writing by the City during

informational meetings. The plans shall be completed following City of Albany Traffic Engineering traffic signal design plan layout. A sample will be provided upon request.

- The Consultant shall provide two (2) draft copies of the complete Construction Documents to the City for review and comment. Consultant shall address and incorporate the City's comments in the final plans. The Consultant shall meet with the City should there be any noted concerns prior to final design plan generation.

### 5.3 Project Schedule:

- Projected Schedule:
  - ✓ Proposal Submission Friday, **September 3, 2010**
  - ✓ Executed Contract City will Notify Consultant of  
Date of Execution of Contract
  - ✓ Phase I Survey  
30 Days from Notice to Proceed
  - ✓ Phase II Traffic Signal Design 75% Drawing Submittal:  
90 days from Notice to Proceed
  - ✓ Phase II Traffic Signal Design 100% Drawing Submittal and 100% Contract  
Specification Documents  
120 Days from Notice to Proceed

### 5.4 Project Deliverables: The following deliverables shall be submitted to the City of Albany for review within the time period in Section 5.3:

- ✓ Phase I – Survey Base map (existing conditions) One paper copy of base map  
and one CD with Base map in  
AutoCad Format.
- ✓ Phase I – Intersection Turn Movement Counts One electronic and one paper  
copy of turning movement  
counts collected
- ✓ Phase II – Traffic Signal Design One Original 2' x 3' (full size 20  
scale), Three (3) copies (11" x  
17" 1/2 scale), and one (1) copy  
on CD in electronic format of  
each intersection traffic signal  
design, delivered to City, signed  
and sealed by a licensed New  
York State professional  
engineer.  
Itemized Signal Equipment  
Quantity estimate. One paper  
copy and one electronic copy on  
CD in Microsoft Excel format.  
Engineer's workup. Paper and  
electronic copy of all supporting  
paperwork showing the workup  
for the design to be kept on file  
for future use.  
One paper and one electronic  
copy of Level of Service Analysis  
for each intersection.  
One paper (unbound) and one  
electronic copy of Project

specifications document prepared for advertisement by City.

Project Meetings: There will be bi-weekly progress meetings held during the design services contract at a time, day of week and location mutually agreed to by City of Albany and the selected firm. Additional meetings as necessary can be scheduled by either the City of Albany or the chosen Firm at no additional cost to the project.

## **SECTION 6: WORK PROPOSAL**

- 6.1 Address the Scope of Services referenced in Section 5 above, including a detailed work plan and project approach that includes task definitions and methodology, milestones, and project schedule.

## **SECTION 7: COST PROPOSAL**

- 7.1 Provide the individual proposed cost for each of the services set forth in Section 5. The cost proposal shall be itemized by intersection, as the traffic signal design of each intersection will be funded independently and a total not to exceed proposed cost for all services set forth in Section 5 above shall be provided.
- 7.2 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 8: CONTRACT**

- 8.1 The selected proposer(s) will be required to execute a contract with the City of Albany. A sample City of Albany Professional Services Agreement is available upon request.

## **SECTION 9: PROPOSAL EVALUATION**

- 9.1 Proposals shall remain valid until the execution of a contract by the City of Albany or June 30, 2011, whichever comes first.
- 9.2 Proposals shall be examined and evaluated by the City of Albany to determine whether each proposal meets the requirements of this RFP. A recommendation will be made for a contract award based on the following criteria:
- \* Proposer's demonstrated capabilities, professional qualifications, and related experience.
  - \* 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.
- 9.3 The selection of a proposal will not be based solely on a monetary evaluation. Considerable weight will be given to the experience, qualifications, and past performance of the proposer(s).

## **SECTION 10: ALTERNATIVES**

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

## **SECTION 11: INDEMNIFICATION**

- 11.1 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 12: RFP CLARIFICATION**

- 12.1 All inquiries with respect to this Request for Proposals shall be directed to William E. Trudeau Jr., Coordinator of Traffic Engineering, City of Albany Traffic Engineering Unit at the following address:

City of Albany  
Police Department  
Traffic Engineering Unit  
526 Central Avenue  
Albany, New York 12206  
Tel.: (518) 458-5610  
Fax: (518) 458-9509

- 12.2 All questions about the meaning or intent of the specifications shall be submitted in writing to the individual referenced in Section 12.1 above. Replies will be issued by addenda mailed (via U.S. postal service, personal delivery, or e-mail) to the party submitting the inquiry(ies) and all questions and answers will be posted on the City's website at <http://www.albanyny.org/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 and posted on the City's website will be binding. Oral or other interpretations or clarifications will be without legal effect.

## **SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS**

- 13.1 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.
- 13.2 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. Thereafter, that proposer may be disqualified from further proposal on the work.

## **SECTION 14: INSURANCE AND SECURITY REQUIREMENTS**

- 14.1 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 with limits of not less than three million dollars (\$3,000,000.00) per occurrence.

- (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 there from, 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.
- (e) **Professional Liability Insurance:** A policy or policies with limits of not less than \$1,000,000.

14.2 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 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.

14.3 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 15: NON-COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT**

15.1 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 \_\_\_\_\_, 2010, 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 \_\_\_\_\_, 2010, 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 \_\_\_\_\_, 2010, 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 \_\_\_\_\_