

THE TIVOLI PRESERVE: TRAIL AND PARK IMPROVEMENTS



CITY OF ALBANY
NEW YORK



REQUEST FOR PROPOSALS (RFP 2018-27)

AUGUST 28, 2018

CITY OF ALBANY, NEW YORK

REQUEST FOR PROPOSALS
FOR THE PROVISION OF
DESIGN SERVICES FOR:

TIVOLI PRESERVE TRAIL & PARK IMPROVEMENTS

SECTION 1: PURPOSE

- 1.1 The City of Albany hereby requests proposals from qualified landscape architecture / urban design / engineering / trail design teams to provide design, specifications, bid materials, and construction administration services related to the design and construction of the Tivoli Preserve Loop Trail, parking lot enhancements, and fishing pier. This initiative is made possible through funds from the Environmental Protection Funds under the New York State Department of Environmental Conservation (NYSDEC) under Contract # DEC01-41GG-3350000.

SECTION 2: PROJECT AREA AND PROJECT DESCRIPTION

2.1 PROJECT AREA:

The Tivoli Lake Preserve (the "Preserve") is an 80-acre park located between Livingston Avenue, Northern Boulevard, and Interstate 90 in the West Hill neighborhood of Albany. The surrounding area contains a mix of uses including light industrial, residential, and institutional. The Preserve borders an active CSX freight line, which runs through the northern section of the property. The preserve contains a dynamic landscape including Tivoli Lake, riparian wetlands, upland forests, meadows, and a wide variety of flora and fauna. The Patroon Creek, a local tributary to the Hudson River which runs along the Preserve's northern border, is currently undergoing a daylighting improvement project which will help with downstream flooding issues, as well as improve water quality with downstream and potentially in Tivoli Lake.

The Preserve is primarily accessed at its southern border, where a newly improved parking lot is located along Livingston Avenue and Judson Street. A lesser-utilized entrance is located at North Manning Boulevard North and Park Road. However, this entrance is not visible from the street and does not have a dedicated parking area. An additional entrance with limited parking is envisioned at the end of Wilkins Avenue.

2.2 PROJECT DESCRIPTION:

The primary project for this Request for Proposals (RFP) is the design and construction of a loop trail system to connect the Preserve entrances and provide access to the Preserve's extensive secondary trail network and Tivoli Lake. This trail will need to be designed and constructed for consistency with the 2014 Tivoli Lake Preserve Visioning Plan and the Architectural Barriers Act (ABA) guidelines and standards for trail design. Two bid alternates are also included within this RFP. The first one is for additional improvements to the parking lot at Livingston Avenue and Judson Street. The second bid alternate is for a recreational fishing pier off of Tivoli Lake.

- 2.3 For the design of the loop trail system, the Proposers shall utilize the existing trails as noted in the Visioning Plan and the attached existing conditions map. It is expected that the consultant will work with the City to determine the best route, using existing trails, topography, and soil conditions, to connect all of the priority areas as noted on the attached map. It is important to note that the City of Albany generally does not have the capacity to maintain a loose gravel trail network. In addition, such a network must be consistent with the ABA. The City is looking for suggestions on material surfaces that provide a more natural feel and aesthetic than typical paving materials, yet still provide a low maintenance, and long-life cycle. The approximate total linear feet of this loop trail system is 8,000 linear feet, including 2,000 linear feet along the path of the Patroon Creek. A minimum width of three (3) feet should be maintained throughout, with five (5) feet where feasible.
- 2.4 Bid Alternate 1: Parking Lot Improvements at Livingston Avenue and Judson Street, shall include paving options, striping, drainage, and lighting improvements. The recent improvements in this lot should provide a suitable sub-base for paving. Consideration to altering the center landscaped island from a raised bed to a sunken rain garden / bioswale with drainage inlets to handle surface runoff should be considered.
- 2.5 Bid Alternate 2: Fishing Pier at Tivoli Lake shall be designed and constructed of a low-maintenance, durable material and shall be consistent with ABA accessibility requirements.

SECTION 3: RECEIPT OF PROPOSAL

- 3.1 Six (6) copies of the Proposal marked "Proposal Enclosed- Tivoli Preserve Improvements", must be received no later than September 20, 2018 at 3:00 p.m. at the following address (late proposals cannot be accepted):
- City of Albany
Office of Corporation Counsel
24 Eagle Street
Albany, New York 12207
- 3.2 The proposals submitted will be the documents upon which the City of Albany will make its initial judgment regarding each proposer's qualifications, methodology, and ability to provide the services contemplated by the contract.
- 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 interviews.
- 3.4 Submission of any proposal indicates an acceptance of the conditions contained in this Request for Proposals (RFP) 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 collection services work, in whole or in part, to one or more collection agencies or firms.
- 3.7 Any award of the work contemplated by this RFP 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. A sample professional services agreement is available upon request.

SECTION 3: 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 engagement if the firm’s proposal is selected. Provide details of each professional staff member’s qualifications, including 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. Background and professional qualifications as well as, examples of similar successfully completed projects with project references.
 - D. At least three (3) references from clients that the firm has provided services for, including names of contact person(s), 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. Any additional information which would serve to distinguish the firm from other firms submitting proposals such as examples of services provided similar to the services contemplated by this RFP, any special expertise or experience of the firm, technical preferences or requirements, etc.
- 4.2 Minority Business Enterprise and Women’s Business Enterprise are highly encouraged to submit proposals. The project goal is 30%—15% MBE and 15% WBE.
- 4.3 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. The Proposer shall promptly furnish all information and the City may subsequently request data for this purpose.

SECTION 5: SCOPE OF SERVICES

5.1 GENERAL

The selected firm will be responsible for providing all survey work, plan development, design, specifications, bid documentation, construction administration, and architectural/engineering services as required to design and construct the loop trail system, the parking lot improvements, and the fishing pier. The designs shall be based on consultation with the City of Albany’s

Department of Planning and Development; the Department of General Services; and the Engineering Department. In addition, design of the loop trail system shall be done in consultation and coordinated with the Patroon Creek Daylighting Project being conducted by the City of Albany's Department of Water and Water Supply.

5.2 PROGRAM DEVELOPMENT PHASE

- A. Attend a project kick-off meeting with the City of Albany to review the project objectives, goals, and project schedule.
- B. Review available drawings, studies, maps, surveys, etc., for the subject projects.
- C. Conduct surveys at each of the proposed project sites. Surveys shall include planimetric and topographic information as well as identify any above or below ground utilities, wetland areas, or other issues that would require trail relocation.
- D. Identify any regulatory permits and/or approvals required.
- E. Prepare a report summarizing the above work and attend meetings with City officials to discuss the findings of the report and field investigations.
- F. Provide up to three (3) options for trail surface treatments.
- G. Provide two (2) concept options for fishing pier materials and design.
- H. Provide two (2) concept designs for parking lot striping, lighting, and landscape treatment.
- I. Provide material and labor estimates for each concept described above.
- J. Meet with planning staff to coordinate review with any involved agencies.

5.3 DESIGN DEVELOPMENT PHASE

- A. Prepare 60% complete drawings and outline specifications for the renovations at each location.
- B. Prepare a detailed cost estimate including contingency and soft costs. If the cost estimate is not within the project budget, modify and prioritize the scope of the work prior to completing this design phase. Identify any self-help items that could be performed by City maintenance personnel.
- C. Obtain material samples. Provide cost and time frame estimates for each material or product.
- D. Prepare outline specifications defining all construction materials, components, and systems.
- E. Attend meetings with City staff to review the design development submittal.

5.4 CONTRACT DOCUMENT PHASE

- A. Provide the City of Albany with final construction drawings for distribution to prospective bidders and for the City's use.

- B. Prepare a Project Manual for the construction contract including technical specifications and City provided front-end documents.
- C. Prepare a final cost estimate.
- D. Submit copies of 100% completed Contract Documents to the City for review and make any necessary modifications prior to bidding the project.

5.5 BID PHASE

- A. Provide the City with Final Contract Documents for distribution to prospective bidders and for the City's use.
- B. Attend a pre-bid meeting to explain the project to bidders and answer any questions.
- C. Issue any necessary addendum/addenda to clarify questions related to the project and Contract Documents.
- D. Assist the City with the evaluation of bids and make a contract award recommendations.

5.6 CONTRACT OBSERVATION AND ADMINISTRATION PHASE

- A. Attend the pre-construction meeting and semi-monthly project meetings.
- B. Make site visits as necessary to review the status and quality of the work for conformance to the Contract Documents, to resolve the contractors' Request for Information (RFIs), and to review necessary filed changes.
- C. Review material submissions, drawings, and samples for conformance with Contract Documents.
- D. Coordinate the selection of all material colors and finishes.
- E. Review and approve Contractors' applications for payment.
- F. Prepare and issue meeting minutes for all meetings, review and negotiate Contractors' change proposals, provide interpretations of the Contract Documents, respond to RFIs, etc.
- G. Issue a Notice of Substantial Completion with a punch list of all items that are not satisfactorily completed.
- H. Assist the City with project closeout, including final inspection and follow-up to ensure satisfactory completion of punch list items.
- I. Perform a follow-up inspection of the improvements ten (10) months after completion of the project. Inform the City and Contractor in writing of any items requiring correction.

5.7 PROJECT ADMINISTRATION

- A. The City of Albany Department of Planning and Development will administer the project under the direction of Christopher Spencer, Commissioner. Lauren Alpert, Senior Planner will be the Project Manager.

5.8 PROJECTED PROJECT SCHEDULE

Notice to Proceed	TBD
Program Report	Week 3
Design Development (60%)	Week Six
Construction Documents (99%)	Week 12
Final Contract Documents to City	Week 14
Bid Advertisement	Week 15
Bid Opening	Week 19
Contract Award	Week 20
Contract Start	Week 24
Substantial Completion	Week 40
Final Completion	Week 43

5.9 PROJECT DELIVERABLES

All deliverables shall be provided to the City in Portable Document Form (PDF) either through a Drop Box, other file sharing arrangement, or on a flash drive. In addition, the following hard copies are required for review:

- A. Program Development Report Three (3) copies
- B. Design Development Documents Three (3) copies
- C. Final Contract Documents Three (3) copies
- D. As-Built Contract Documents Three (3) copies

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, project schedule, and executed Non-Collusive Proposal Certificate.

SECTION 7: COST PROPOSAL

7.1 Provide the proposed cost breakdown for each services set forth in Section 5, Subsections 5.1 through 5.9.

7.2 Clearly set forth in detail any and all additional expenses for which you expect to be reimbursed. The proposal must, however, provide a guarantee that no additional fees will be charged to the City of Albany without prior written consent by the City.

SECTION 8: DESIGN DELEGATION

- 8.1 Unless noted otherwise, the selected Proposer will be responsible for the design and certification of all components of this project. Design delegation to the contractor of any component of this project is strictly prohibited without prior written consent from the City of Albany. It is critical that the Consultant takes complete responsibility for the design of the work and avoided delegation to others.
- 8.2 If the Consultant wants to delegate design, he/she will request in a letter to the City Engineer that delegation be authorized, explain specifically why for each case, and state that the work is ancillary to the project. The City Engineer will review the request and provide a written reply. In the event the request is denied, no additional compensation will be paid to the Consultant.
- 8.3 In all cases when design is delegated, the Consultant shall provide the layout, loading, performance requirements, geometry, referenced standards and all other design parameters required so the Contractor's design professional is able to design the components or systems. The Consultant shall be responsible to review and approve the contractor's submittal for conformance with the design concept.

SECTION 9: CONTRACT

- 9.1 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 for review.

SECTION 10: PROPOSAL EVALUATION

- 10.1 Proposals shall remain valid until the execution of a contract by the City of Albany.
- 10.2 Proposals shall be examined and evaluated by the City of Albany, Engineering Division; Department of Planning and Development; and the Corporation Counsel's Office 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 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.
- 10.3 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 records of the proposer(s).

SECTION 11 ALTERNATIVES

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

SECTION 12 INDEMNIFICATION

- 12.1 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 13 CLARIFICATION

- 13.1 All inquiries with respect to this Request for Proposals shall be in writing and directed to Christopher Spencer. The Subject line for any inquiries must include: Tivoli Preserve Improvements: Request for Clarifications. Please send all inquiries to the following email address: cspencer@albanyny.gov
- 13.2 All questions about the meaning or intent of the specifications shall be submitted in writing to the individual referenced above in Section 13.1. Replies will be issued by Addenda emailed or to all parties recorded as having received the proposal documents. Questions received less than four (4) 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 14 MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 14.1 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.
- 14.2 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 will be disqualified from further proposal on the project.

SECTION 15 INSURANCE AND SECURITY REQUIREMENTS

- 15.1 The selected proposer will be required to procure and maintain at its own expense the following insurance coverage:
- A. 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 one million dollars (\$1,000,000.00).
 - C. Errors and Omissions Insurance: A policy or policies of errors and omissions insurance with limits of not less than one million dollars (\$1,000,000.00).

- D. Automobile Liability Insurance: A policy or policies of comprehensive automobile liability insurance 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.
- 15.2 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 additional insured on a primary and non-contributing basis.
 - B. 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."
 - C. The insurance policies shall not be changed or canceled until the expiration of thirty (30) days after written notice to the City of Albany.
 - D. 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.
- 15.3 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.

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 his/her/their knowledge and belief:

- A. 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;
- B. 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
- C. 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)

(printed name and title)

(name of firm)

ACKNOWLEDGMENT BY PROPOSER

IF INDIVIDUAL OR INDIVIDUALS:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 2018, 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 (or they severally) acknowledged to me that he/she (or they) executed the same.

Notary Public

IF CORPORATION:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 2018, before me personally appeared, _____ to me known, who, being by me sworn, did say that he/she resides at (give address) _____; 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

IF PARTNERSHIP:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 2018, before me personally appeared, _____ 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

