

REQUEST FOR PROPOSALS

**PROFESSIONAL ENGINEERING SERVICES FOR
DESIGN AND CONSTRUCTION INSPECTION OF BRIDGES,
LIN166 (BIN 3309040) SOUTH COURT STREET OVER THE
CLOCKVILLE CREEK AND LIN162 (BIN 3309020)
CREEK ROAD OVER THE CLOCKVILLE CREEK
TOWN OF LINCOLN, MADISON COUNTY**

RFP-MC-2014-0910



MADISON COUNTY PURCHASING DEPARTMENT
138 NORTH COURT STREET
PO BOX 635
WAMPSVILLE, NY 13163
PHONE (315) 366-2247 FAX (315) 366-2502

Release Date: September 11, 2014

1. PROJECT OVERVIEW

A. Project Description

- i. This project consists of the replacement of two pre-stressed concrete box beam bridges located within a mile of each other. South Court Street will be replaced on a new roadway and stream alignment with the County taking ownership of the property in the southeast quadrant and demolishing the existing structures adjacent to the bridge. Creek Road Bridge will be replaced to match the existing roadway and stream alignment.
- ii. Location: Town of Lincoln on South Court Street over Clockville Creek and Creek Road over Clockville Creek. BIN#3309040, LIN166 and BIN#3309020, LIN162, respectively.

2. PROJECT SCOPE

A. Scope

- i. Provide all necessary professional engineering services for replacement of the two bridges referenced above including engineering design, environmental permitting, preparation of plans and specifications, and construction support. These services shall be completed in time for the County to bid and have the construction phase of the project completed in 2015. The following is an outline of specific items to be completed for this project. Consultants preparing a proposal should elaborate on these tasks within their proposal.

B. Design Requirements

- i. Both structures will be designed to utilize pre-cast concrete soldier pile abutments with a pre-stressed concrete box beam superstructure, with an asphalt overlay. The project mapping shall utilize Microstation CADD platform in English units. The project shall be developed utilizing current AASHTO and NYSDOT design guidelines, including any specific County design details. The consultant will be required to meet with the County onsite prior to preliminary design to determine the design approach to be taken along with pertinent design considerations.

C. Survey

- i. The design survey will provide terrain data from a topographic field survey to include existing roadway, stream, banks, embankments, utilities (above and below ground), and any other important features necessary for design, review, and environmental permit approval. A stream survey consisting of approximately six section locations extending 200 feet upstream and downstream from the existing structure will be performed.

D. Subsurface Investigation

- i. Soil borings will be required by qualified drilling firms to provide adequate geotechnical design and investigation and included in this proposal. The design consultant shall develop the scope of work for obtaining any necessary drilling and/or geotechnical services and solicit fee proposals. The cost should include a minimum of two (2) soil borings per bridge to 60 feet in depth or refusal. A foundation design report will not be required.

E. Right of Way

- i. There will be no Right-of-Way mapping or acquisition required for this project.

F. Environmental Permitting

- i. The consultant will be required to prepare a New York State Department of Environmental Conservation/United States Army Corps of Engineers (NYSDEC/USACE) Joint Permit application. Since South Court Street will be reconstructed on a new alignment the consultant will coordinate with New York State Office of Parks and Recreation and Historical Preservation to determine the need for a Cultural Resource Survey. If a Cultural Resource Survey is required it will be an additional cost not included with this proposal. Any other necessary environmental screening or permits will be completed by the consultant.

G. Utility Coordination

- i. The consultant shall coordinate with all utility companies during the preliminary and final design stages to insure any necessary temporary relocation or other coordination does not interfere with the anticipated construction schedule.

H. Preliminary Design

- i. Preliminary design will be required as stated in the design requirements and include (3) sets of drawing plans, profiles, and sections to the County for review and approval. Plans shall include any new and existing roadway, bridge structure, major drainage features, construction limits, and cut and fill limits, existing highway boundary, boring locations, survey points, and general notes. Profiles shall include existing grade line, proposed grade line, significant elevations, vertical curve data including sight distances, construction limits, survey points and super elevation data. Section drawings shall include typical bridge and roadway sections including lane width, shoulder width, ditches, and side slopes.

I. Advance Detail Plans

- i. (2) Sets of Advanced detail plans shall be submitted for review to include necessary specifications, and other associated materials. Level 1 Load rating analysis shall be completed and submitted with the record drawings.

J. Final Plans and Estimate

- i. (3) Sets of Final Plans and specifications for bidding purposes shall include an itemized estimate of the construction costs for the project. In addition, a digital copy of the final plans and 1 mylar record plan drawings will be required.

K. Project Bidding

- i. The County will administer the bid process. The Consultant will assist the County with answering questions regarding the design that may arise during the bid process. The Consultant shall assist in the preparation of preparation of any addenda to the plans and specifications as required. The County will review the bids and award the construction contract.

L. Construction Support

- i. The consultant shall review and approve shop drawings, make any necessary design changes or corrections found during construction and provide a minimum of (3) site visits per bridge during the construction phase, including substructure installation, superstructure installation and final inspection.

M. Misc.

- i. There are no public hearings anticipated for this project and the County will develop and implement the traffic control plan for this project.

3. PERIOD OF PERFORMANCE

- A. All proposals shall be predicated on a period of performance commencing upon full execution of a contract with the selected consultant in October 2014. Madison County intends to solicit bids for construction in early 2015 and commence with construction during 2015. Project close-out is anticipated in End of Year 2015.

4. RFP REQUIREMENTS

A. This RFP is intended to provide interested engineering firms with an opportunity to demonstrate their qualifications for this project. The content of the proposal shall include the following information:

i. Project Understanding and Approach – Areas to be addressed shall include:

1. The firm’s willingness to provide the required services.
2. A description of the firm’s proposed project approach.
3. The firm’s ability to meet the project schedule by analyzing the firm’s workload.

ii. Experience of Firm with Similar Projects – include a brief description of work done by the firm on similar projects, indicating scope, fees, construction cost, location and client information.

iii. Hours and Cost Proposal - An estimate of hours and cost for the feasibility portion of the project, submitted in a separate, sealed envelope. The estimate should be prepared in a cost plus format including staff hours, hourly rates, overhead rate, fixed fee and direct non-salary costs. The submitted hour and cost estimate will be reviewed after review and ranking of the technical proposal and will be ranked based upon alignment of anticipated work effort with project understanding and cost efficiency. The hour and cost proposal shall serve only as a basis to begin negotiations with the winning firm. The prime consultant may not make any substitutions or additions of subconsultants to its originally proposed team either prior or subsequent to a project selection unless the consultant request is justified and approved by the County.

5. QUESTIONS

A. All questions in regard to the project will be accepted by email only.

B. All questions must be received no later than 10:00 AM on October 1, 2014

C. All questions shall be directed to:

F. Joseph Wisinski
Highway Superintendent
PO Box 15
Wampsville, NY 13163
Joe.Wisinski@madisoncounty.ny.gov

D. All answers to questions submitted will be sent in an addendum by email, no later than 2:00 PM on October 2, 2014

6. SELECTION

A. General

- i. Madison County will utilize qualifications based selection. The successful firm shall demonstrate their understanding of the project, their ability to meet the technical and administrative requirements, and their ability to provide sufficient qualified staff to maintain the project schedule in a cost efficient manner.
- ii. **Madison County reserves the right to reject any and all Proposals deemed not responsive.**

B. Evaluation Criteria

- i. Proposals will be evaluated using the following criteria

EVALUATION CRITERIA	MAXIMUM POINTS
Project Understanding & Approach	30
Experience of Firm with Similar Projects	30
Experience, Qualifications and Availability of Key Personnel	30
Proposed Hours and Cost	10
Total	100

C. Selection and Procurement Schedule

- i. Madison County anticipates the following procurement schedule:

Question received no later than 10:00 AM	October 1, 2014
Responses to Questions will be emailed by 2:00 PM	October 2, 2014
Receive Proposals	October 9, 2014
Complete Proposal review	October 15, 2014
Tentative designation	November 11, 2014
Execute contracts	November 12, 2014

- D. Interested firms are required to submit one (1) Original and two (2) copies of their proposal addressed to:

Nicole Schafer-Farino
 Purchasing Agent
 Madison County Purchasing Department
 138 North Court Street
 PO Box 635
 Wampsville, NY 13163

- E. **RFPs shall be received no later than 2:00 pm on October 9, 2014. Proposals will not be opened publicly.**

7. Submission of Proposals

- A. Sealed Proposals, one (1) original and (2) copy will be received by the County Purchasing Agent, Madison County Office Building, 138 North Court Street, Wampsville, NY 13163 until Thursday, October 9, 2014, 2:00 p.m. EST. *Note: Packages not containing the required number of copies will be automatically rejected.*
- i. All proposals shall be marked:
 1. RFP-MC-2014-0910, PROFESSIONAL ENGINEERING SERVICES FOR DESIGN AND CONSTRUCTION INSPECTION OF BRIDGES
 - ii. Submitters shall include all documents necessary to support their proposal in the sealed package.
 - iii. Submitters shall be responsible for the delivery of proposals during business hours to the address indicated in the RFP. It shall not be sufficient to show that the proposal was mailed in time to be received by the scheduled closing time.
- B. No proposal will be considered which is not accompanied by all required documentation and signed by the proposer.
- C. Proposals must be received on or before the specified time and date. Proposals received after the specified time will be returned unopened.
- D. Proposal information is restricted and not publically available until after the award of the contract by the Highway Department.
- E. Proposal Format
- i. Proposals must be typed or printed on 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed with tabs delineating each section. Pages shall be sequentially numbered within document sections, following the format described below. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.
 1. Cover Page
 - a. Full proposal name
 - b. Submission date and time
 - c. Proposer's name
 2. Executive Summary
 - a. Summarize understanding of the scope of the RFP
 - b. Explain how your credentials, knowledge, skills, abilities and past performance address the requirements provided in this RFP.
 - c. State exceptions and omissions to the stated requirements.
 - d. Summarize any and all assumptions (made by the submitter) in order to adequately respond to the requirements of the RFP

ii. **SUBMITTER RESPONSIBILITIES**

1. Proposal Certification, Verification, and Signature
2. Unsigned proposals will be eliminated
3. It is the sole responsibility of the submitter to assure that they have received the entire Request For Proposal
4. The RFP and any addenda may be secured by contacting the County Office of Emergency Preparedness

8. Modification or Withdrawal of Proposal

- A. A proposal that is in the possession of the Purchasing Agent, may be altered by a letter bearing the signature or name of the authorized person, provided it is received **PRIOR** to the date and time of the opening. FAX, telephone or verbal alterations will not be accepted. A proposal that is in the possession of the Purchasing Agent may be withdrawn by the proposer up to the time of opening.

9. Preparation of Proposal

- A. Submitters are expected to examine all special provisions, specifications, schedules and instructions included in this request. Failure to do so will be at the proposer's risk.
- B. No proposal will be considered which modifies, in any manner, any of the provisions, specifications, or minimum requirements set forth in this RFP.
Award and Contract Information

10. Award and Contract Information

- A. The submitter expressly warrants to the County that it has the ability and expertise to perform its responsibilities hereunder and in so doing shall use the highest standards of professional workmanship.
- B. Madison County reserves the right to reject any and all proposals to waive any informality or technical defect in the proposals, or to award the contract in whole or in part if deemed to be in the best interest of the County to do so.
- C. This Request for Proposal shall become part of a contract for professional services and will be in effect for the duration of the contract period.
- D. The selected successful submitter will be required to enter into and sign a formal contract for services with the County with reasonable adjustments acceptable to the County. The contract language will supersede control over any language contained within this RFP that conflicts with the signed and fully executed contract

11. INSURANCE REQUIREMENTS

- A. At all times during the term of this Agreement, the Contractor and his sub-contractors, if any, shall maintain at his own cost the following insurance and shall

provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

- i. **Worker's Compensation** Employer's Liability and Disability Benefits Coverage (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each contractor shall provide:
 1. a certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability and Disability Benefits Coverage, OR
 2. a New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P) and New York State Notice of Compliance - Disability Benefits Law (Form DB-120 or DB-20.1).
 3. In the event that the Contractor is exempt from providing coverage, he must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage: Form CE-200.
- ii. **Commercial General Liability** Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The County must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. All construction, trade contractor, and service maintenance agreements must utilize the additional insured endorsement CG 2037 July 2004 edition. The insurance coverage shall contain a waiver of subrogation in favor of Madison County. Acceptable proof of the waiver of subrogation and the County's additional insured status may be evidenced through a copy of the policy form or endorsement.
- iii. **Automobile Liability** Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The County must be listed as additional insured. Acceptable proof of the County's additional insured status may be obtained by submitting a copy of the policy form or endorsement. The insurance coverage shall contain a waiver of subrogation in favor of Madison County.

- iv. **Professional Liability** with limits not less than \$1,000,000 per occurrence; \$3,000,000 in the aggregate. In the event of expiration or termination of this Agreement, each party hereto shall either maintain the abovementioned insurance coverage for a period of not less than three (3) years, or shall provide an equivalent extended reporting endorsement (commonly known as a ‘tail policy’).
- v. **Excess/Umbrella Liability** (for certain contracts at the discretion of the County) with limits not less than \$1,000,000 per occurrence; \$5,000,000 in the aggregate. The County must be listed as additional insured. Acceptable proof of the County’s additional insured status may be obtained by submitting a copy of the policy form, endorsement or Acord insurance certificate.
- vi. **THE COUNTY OF MADISON MUST BE NAMED AS THE CERTIFICATE HOLDER AND ADDITIONAL INSURED.**
- vii. All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A or better. In addition, every policy required above shall be primary insurance and any insurance carried by the County, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor. The Contractor and his sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.
- viii. Payment(s) to the Contractor may be suspended in the event the Contractor and his sub-contractor(s), if any, fails to provide the required insurance documentation in a timely manner.
- ix. Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

Madison County Attorney
County Office Building
138 North Court Street
Wampsville, New York 13163
- x. Acceptable proof of the thirty day notice provision may be obtained by submitting a copy of the policy form, endorsement or Acord insurance certificate. On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Contractor to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the Contractor to take out or to maintain, or the taking out or the maintenance of any required

insurance, shall not relieve the Contractor from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Contractor concerning indemnification.

- xi. All losses of County property shall be adjusted with and made payable directly to the County.
- xii. All Certificates of Insurance shall be approved by the County's Director of Risk Management or designee prior to commencement of any work under this Agreement.
- xiii. In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Contractor until the Contractor furnishes such additional security as is determined necessary by the County.

REQUEST FOR PROPOSALS

RFP Ref#: RFP-MC-2014-0910

Title: PROFESSIONAL ENGINEERING SERVICES FOR DESIGN AND CONSTRUCTION INSPECTION OF BRIDGES

Closing Date and Time: October 9, 2014 14:00 hours (EST)

Deliver To:

Ms. Nicole Schafer-Farino
Madison County Purchasing Agent
County Office Building, 2nd floor
138 North Court Street
P.O. Box 635
Wampsville, New York 13163

In compliance with the RFP specifications and the conditions of submitting a proposal, I the undersigned, offer and agree to furnish any or all supporting materials upon which consultant services are determined, to the County within the time specified.

I (we) further certify that I have not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension: as described in the Federal Rules and Regulations.

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal.

Name and Address of Record _____

State of Incorporation _____

Telephone Number _____ FAX Number _____

Mailing address _____

Federal ID Number _____

Authorized Signature _____

Print/Type Name _____

Title _____