

REQUEST FOR PROPOSALS

**PROFESSIONAL ENGINEERING SERVICES FOR
DESIGN AND CONSTRUCTION INSPECTION OF BRIDGE,
HAM 503 (BIN 3308550) SOUTH HAMILTON ROAD OVER
PLEASANT BROOK
TOWN OF HAMILTON, MADISON COUNTY**

RFP-MC-2015-0003



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

Release Date: July 13, 2015

1. PROJECT OVERVIEW

A. Project Description

- i. This project consists of the replacement of a multi-steel girder bridge constructed in 1932 located on South Hamilton Road. The bridge shall be designed on a new improved roadway alignment and shall be designed to match the existing stream channel alignment.

- ii. Location: Town of Hamilton on South Hamilton Road over Pleasant Brook BIN#3308550, HAM 503.

2. PROJECT SCOPE

A. Scope

- i. Provide all necessary professional engineering services for replacement of the bridge referenced above including engineering design, environmental permitting, right-of-way acquisition, 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 2016. 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. The structure shall be designed to have a superstructure consisting of prestressed precast concrete beams with an asphalt overlay supported by integral abutments on steel piles. The proposed roadway section shall have an 11 foot travel lane with a 4 foot shoulder. 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. The consultant will also perform a field survey necessary to provide stream cross-sections for the hydraulic analysis of the Pleasant Brook. The location and width of the sections will be sufficient to satisfactory perform a hydraulic analysis.

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. Hydraulic Analysis

- i. The consultant will perform a hydraulic analysis based on the principles outlined in the AASHTO Model Drainage Manual.

F. Right of Way

- i. There will be Right-of-Way mapping or acquisition required for this project. The consultant will complete title searches (abstracts of title) for properties to be acquired by the County. The consultant will perform a survey needed to accurately determine existing right-of-way limits and establish side property lines. Existing right-of-way boundaries shall be shown on the plans. The consultant will meet with the County to discuss the types of right-of-way acquisitions required and the limits of acquisition lines and cost estimates for the right-of-way to be acquired. The consultant will prepare all map revisions or additions which are determined necessary during the construction of the project. The consultant will prepare and review property appraisals, including estimating the damages caused by the acquisitions. The Consultant will provide any necessary attorney services for property acquisition. The County will negotiate with property owners for the acquisition of their property. The consultant will assist the County, including provision of any necessary documentation for filing at the County Clerk's office.

G. 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. Any other necessary environmental screening or permits will be completed by the consultant.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. Misc.

- i. One public hearing is anticipated for this project. The South Hamilton Road Bridge will be closed to traffic and detoured off-site during replacement. The

Consultant will design the traffic control plan for the South Hamilton Road Bridge.

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 July 2015. Madison County intends to solicit bids for construction in early 2016 and commence with construction in 2016. Project close-out is anticipated in End of Year 2016.

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 sub-consultants 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 July 29th, 2015

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 July 30th, 2015

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	20
Experience, Qualifications and Availability of Key Personnel	10
Proposed Hours and Cost	40
Total	100

C. Selection and Procurement Schedule

- i. Madison County anticipates the following procurement schedule:

Question received no later than 10:00 AM	July 29, 2015
Responses to Questions will be emailed by 2:00 PM	July 30, 2015
Receive Proposals	August 6, 2015
Complete Proposal review	August 19, 2015
Tentative designation	August 19, 2015
Execute contracts	September 8, 2015

- 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 August 6, 2015. Proposals will not be opened publicly.**

7. Directions for Submission of Proposals

- A. Sealed Proposals, three (3) hard copies, one (1) hard copy must be clearly marked original and (2) hard copies must be clearly marked copy will be received by the County Purchasing Agent, Madison County Office Building, 138 North Court Street, Wampsville, NY 13163 until Thursday, August 6, 2015, 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-2015-0003, PROFESSIONAL ENGINEERING SERVICES FOR DESIGN AND CONSTRUCTION INSPECTION OF BRIDGE, HAM 503 (BIN 3308550) SOUTH HAMILTON ROAD OVER PLEASANT BROOK
 - 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 Purchasing 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 Section

a. Cover Page

- i. Full proposal name
 - ii. Submission date and time
 - iii. Proposer's name
 - iv. Name and contact information for the single point of contact for all phases of the project, if different than the Proposer
- b. A cover letter highlighting any special features of the Proposal
- c. A signed copy of the "Request For Proposal" page attached to this document on page 14
- d. A signed copy of the "Iran Divestment Act" page attached to this document on page 15

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.

3. Pricing & Terms

a. Pricing information

- i. Provide pricing for the project to include any of the following that are applicable
 1. Fixed Price
 2. Fixed Escalator
 3. Any other applicable discounts or incentives
- ii. Provide list of any price exceptions that may affect price

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-2015-0003

Title: PROFESSIONAL ENGINEERING SERVICES FOR DESIGN AND CONSTRUCTION INSPECTION OF BRIDGE, HAM 503 (BIN 3308550) SOUTH HAMILTON ROAD OVER PLEASANT BROOK

Closing Date and Time: August 6, 2015 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 _____

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should Madison County receive information that a person is in violation of the above-referenced certification, Madison County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Madison County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Madison County reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signed

Title

Company Name

Sworn to before me this
_____ day of _____, 2014

Notary Public

This page Must be Signed and Returned or your Proposal will be declared Informal!