

## **Town of Yorktown Request for Proposal Construction Administration Services**

**Project Name:** On-site supervision and construction oversight/administration services for the Mohegan Avenue Retaining Wall Replacement Project, as per contract specifications and engineering plans prepared by Charles A. Manganaro Consulting Engineers, dated February 2019.

**Project Location:** Mohegan Avenue vicinity of Kimball Avenue

### **Description of Work:**

For the Mohegan Avenue Retaining Wall Replacement Project, the Contractor will construct a new precast concrete retaining wall, in accordance with the contract specifications and engineering plans, approximately 600 feet in length. The work scope includes, but is not limited to:

1. Installation of the precast modular block retaining walls, reinforced concrete collars/crushed stone/clean fill/corrugated metal pipe extension/geotextile filter fabric material/Styrofoam boards/etc.
2. Installation of a new 3 foot wide by 600 linear feet long additional paved surface over the new retaining wall.
3. Install Temporary Traffic Control Measures (Installation of Wall & Street Paving)
4. Installation of the turbidity curtain & maintenance during construction of the contract.
5. Inlet protection (catch basin) & maintenance during construction of the contract.
6. Tree removal & grubbing the area outlined on the contract drawings.
7. Installation of dumped riprap as shown on the contract drawings.
8. Repair of potholes and settled pavement areas prior to resurfacing – approx. 100 linear feet in length by 6 feet wide as shown on the contract drawings.
9. Resurfacing the of the existing road surface – approx. 600 linear feet in length by 20 linear feet wide including milling approx. 2.0 inch thick of roadway surface.
10. Installation of Pavement markings (double solid yellow lines & white lines).
11. Installation of 600 linear feet of 4” diameter perforated HDPE drainage piping and associated details.
12. Installation of 100 linear feet of 4” diameter HDPE drainage pipe and associated pipe fittings.
13. Installation of 15” diameter HDPE drainage pipe as shown on the contract drawings.
14. Concrete sidewalk and curb replacement– as required.
15. Temporary and permanent vegetation cover – as required.
16. Site Restoration Work.

### **Description of Services Needed:**

The Town is seeking to hire a professional firm (Consultant) that can provide on-site supervision and construction oversight/administration services for the Mohegan Avenue Retaining Wall Replacement Project. The Consultant will represent the Town’s interest with respect to site construction activities, overseeing construction of the new retaining wall along with other related site activities that may adversely affect the Town if not built as per the approved plans. It is expected that the Consultant will interact on a daily basis with the site contractor to document the work being performed and resolve any questions or issues that arise.

The Consultant shall advise the Town of Yorktown, but not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Mohegan Avenue Retaining Wall Replacement Project.

### **Estimated Project Cost and Duration:**

The awarded contract price was \$935,998. It is anticipated the Mohegan Avenue Retaining Wall Replacement Project will start in spring 2020 and take approximately 3 months to complete the site portion of work.

### **Task A- Construction Inspection Services:**

The Consultant shall provide full-time Field Representative to perform the following:

1. Field Representative shall be present on site whenever the Contractor (or Subcontractor(s) or other agents) is performing construction work. Monitor the work during construction for conformance to the project specifications and engineering plans.
2. Act as the liaison between the Contractor/Town/Engineer on construction project-related activities.
3. Coordinate field activities and scheduling with the Yorktown Police Department and other Town departments when there will be impacts on the surrounding area.
4. Establish and maintain an organized filing system at the field office to manage construction documentation.
5. Maintain detailed written records during construction which shall include:
  - a. A daily log of work performed by the installing Contractor
  - b. Photographs of the work in progress
  - c. Record of non-typical circumstances encountered
  - d. Record of directives or notice-of-deficiency that are issued
6. Review of as-built drawings and/or changes from the approved plan
7. Attend progress and coordination meetings to track progress of the project, to confirm the contract documents are being followed and to document and report deviations to the Town.
8. Confirm acceptability of the installed work and, if necessary, issue notice to Applicant/Owner/Engineer/Contractor regarding any non-acceptable or defective work.
9. Review proposed or necessary modifications and changes in the work as set forth in the approval documents.
10. Prepare and track a "punch list" of any items prior to final completion of the project.
11. Perform all tasks necessary for the performance of those set forth in 1-10.

### **Task B- Design Services During Construction:**

The Mohegan Avenue Retaining Wall Replacement Project ("Work:") will commence with the issuance of a Notice to Proceed to the Contractor and will terminate when final payment to the Contractor is approved, or in the absence of a final Certificate for Payment, sixty (60) days after the Work Completion:

1. The Consultant shall prepare the minutes of the job meetings and submit them to all involved parties in a timely manner. In addition, based upon the on-site observations, the Consultant shall keep the Town informed of the progress and quality of the Work, and prevent defects and deficiencies of the Work of the Contractor.
2. If there is a conflict in the design documents or a design issue that precludes the Contractor from continuing to construct, then the Consultant shall prepare any sketches, plans, drawings or other documents and shall visit the site as often as is required until the issue is rectified. In addition, the Consultant shall assist in negotiating with the Contractor for the necessary work.
3. The Consultant shall prepare, in consultation with the Town, written responses to requests for interpretations of the meaning and intent of the Work Drawings and Specifications. Such action shall be taken in accordance with the Contract Documents regarding reasonable promptness so as to cause no delay per the Contract Specifications. The Consultant shall maintain and continuously update the Request for Information log.

4. The Consultant shall review and approve, in consultation with the Town, the Contractor's submittals such as Shop Drawings, Product Data, Samples including Color Schedules and Coordination Drawings, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken in accordance with the Contract Documents regarding reasonable promptness so as to cause no delay per the Contract Specifications. The Consultant's approval of a specific item shall not indicate approval of an assembly or system of which the item is a component. The Consultant shall maintain and continuously update a log of all submittals.
5. The Consultant shall observe the Contractor's final completion of work and provide written certification that all work of the contract documents are in conformance with the design requirements.
6. The Consultant shall prepare a set of "as-built" (record) drawings showing changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor.
7. Perform all tasks necessary for the performance of those set forth in 1-7.

**Task C- Allowance for Additional Construction Administration Services:**

The Consultant shall provide a list of standard hourly bill rates for any additional services not covered in Task A or B above. These services shall only be utilized when directed by the Town in writing.

**PROFESSIONAL LIABILITY INSURANCE**

It is a requirement of the Town of Yorktown that the Consultant shall procure and maintain at its own expense, and without expense to the Town of Yorktown, worker's compensation, employer's liability, commercial general liability and professional liability coverage, and shall maintain said insurance for all work performed pursuant to any contract which results from acceptance of a proposal submitted pursuant to this RFP. Consultant shall also add the Town as an additional insured under the aforementioned insurance policies.

**REQUEST FOR INFORMATION OR INTERPRETATION OF RFP**

Any request for information or interpretation and/or clarification of the RFP must be addressed in writing to Diana Quast, Yorktown Town Clerk, 363 Underhill Avenue, Yorktown Height, NY 10598, and be submitted not later than five (5) business days prior to the date fixed for the opening of proposals.

**SUBMISSION REQUIREMENTS**

- A summary of your experience with emphasis placed on similar work performed.
- A breakdown by work scope of your proposed fees and hourly rates.
- Proof of insurance.
- A non-collusion certification as required by General Municipal Law Section 103(d).
- A disclosure of relationships to the Town of Yorktown.

**EVALUATION CRITERIA**

In selecting the respondent with whom to commence contract negotiations, and in ultimately awarding any agreement resulting from this solicitation, the Town will choose the response that it determines, in its sole discretion, is most advantageous to the Town.

In order to determine what response is most advantageous, the Town will evaluate all responses on the basis of the criteria specified below. These criteria are not necessarily listed in order of importance. The Town reserves the right to weigh its evaluation criteria in any manner it deems appropriate. While price will be a factor in consideration of the responses, it is not the sole criterion.

1. Respondent's demonstrated capability to provide the services.
2. Evaluation of the professional qualifications, personal background and resume(s) of individual(s) proposed to be involved in providing the services.
3. Respondent's experience performing the solicited services.
4. Evaluation of the price proposal.
5. A determination that the respondent has submitted a complete and responsive response as required by this solicitation.

### **RESERVATIONS**

The Town reserves the right to reject any or all proposals, or any part of a proposal, and to select the proposal deemed to be in the best interest of the Town. It is the Town of Yorktown's intention that the Proposal will be awarded based on a combination of qualifications and proposal price. The Town of Yorktown reserves the right to select a proposal other than the proposal with the lowest cost, reject any and all proposals, to waive defects in the submission whether substantial or otherwise, request modifications to proposal, to award a contract in part or in full, or not at all. The Town reserves the right to re-advertise for Proposals.

### **PROPOSAL SUBMISSION INFORMATION**

Proposals must be received by the Town Clerk at the Office of the Town Clerk, Town Hall, 363 Underhill Avenue, Yorktown Heights, New York 10598 by 11:00 on March 13, 2020.

Copies of this request for proposal (RFP) may be obtained at the Office of the Town Clerk, Town Hall, 363 Underhill Avenue, Yorktown Heights, New York 10598. This information will also be posted on the Town of Yorktown's website at [www.yorktownny.org](http://www.yorktownny.org).

The Town is not responsible for any internal or external delivery delays that may cause the proposal to arrive beyond the deadline. To be considered, a proposal MUST arrive at the e-mail address specified herein and have a time stamp showing that it was submitted prior to the deadline.

No response will be accepted from, nor any agreement awarded to, any respondent that is in arrears upon any debt or in default of any obligation owed to the Town. Additionally, no agreement will be awarded to any respondent that has failed to satisfactorily perform pursuant to any prior agreement with the Town.

NO COMMUNICATIONS OF ANY KIND BY THE TOWN DURING THIS PROCUREMENT PROCESS WILL BE BINDING AGAINST THE TOWN WITH RESPECT TO THIS SOLICITATION.

**Firm Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Phone & Email:** \_\_\_\_\_

**Date Submitted:** \_\_\_\_\_

**Professional Service Fee**

<b>Task</b>	<b>Task</b>	<b>Quantity</b>	<b>Units</b>	<b>Rate</b>	<b>Subtotal</b>
A	Construction Inspection				
B	Design Services During Construction				
C	Allowance	1	LS	ALLOWANCE	\$4,000
	<b>TOTAL BID PRICE</b>				

**NON-COLLUSIVE BIDDING CERTIFICATION**

This Non-Collusive Bidding Certificate is made pursuant to Section 103-d of the General Municipal Law of the State of New York.

By submission of this proposal, Proposer and each person signing on behalf of 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 or her knowledge and belief:

The prices in this 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;

Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by Proposer and will not knowingly be disclosed by Proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

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 proposal for the purpose of restricting competition.

A proposal shall not be considered for award nor shall any award be made where the above have not been complied with; provided, however, that if in any case Proposer cannot make the foregoing certification, Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where the above has not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Dated: \_\_\_\_\_

Proposer: \_\_\_\_\_  
(Legal name of person, firm or corporation)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
(Title)

State of New York )  
County of \_\_\_\_\_)ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2020 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(Notary Public)

**TOWN OF YORKTOWN**

**REQUIRED DISCLOSURE OF RELATIONSHIPS TO THE TOWN OF YORKTOWN**

Name of Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

The Reporting Entity is (please check one):

Individual \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_

A.) Related Employees: Are any of the employees that you will use to carry out this contract with the Town of Yorktown also an officer or employee of the Town of Yorktown, or the spouse, or the child or a dependent of a Town officer or employee?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details:

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B.) Related Owners:

1. If you are the owner of the Company, are you or your spouse an officer or employee of the Town?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details:

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To answer the following question, the following definition of the word "interest" shall be used.

Interest means a direct or indirect pecuniary or material benefit accruing to a Town officer or employee, his or her spouse, child or dependent, whether as a result of a contract with the Town or otherwise. For the purpose of responding to these questions, a Town officer or employee shall be deemed to have an "interest" in the contract of:

- a. His/her spouse, children and dependents, except a contract of employment with the Town;
- b. A firm, partnership or association of which such officer or employee is a member or employee;
- c. A corporation of which such officer or employee is an officer, director or employee; and
- d. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

2. Do any officers or employees of the Town have an interest in the Contractor or in any subcontractor that will be used for this contract? Yes \_\_\_\_\_ No \_\_\_\_\_



I am the \_\_\_\_\_ (Title or Office) of the reporting entity listed above.

I make this affirmation based upon my personal review of the books and records of the reporting entity. All of the foregoing information is true to the best of my knowledge, after inquiry. I make these statements under penalty of perjury.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

State of New York \_\_\_\_\_ )  
Town of \_\_\_\_\_)ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2020 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(Notary Public)