

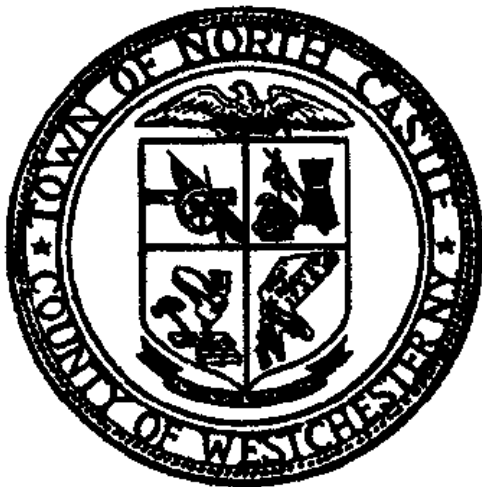
TOWN OF NORTH CASTLE  
WATER DISTRICT NO. 2  
REQUEST FOR PROPOSALS

PROFESSIONAL ENGINEERING SERVICES

Water Distribution System Replacement

JUNE 2013

NORTH CASTLE WATER & SEWER DEPARTMENT  
15 BUSINESS PARK DRIVE  
ARMONK, NEW YORK 10504



TELEPHONE: 914-273-1882

FAX: 914-273-3075

EMAIL: [smisiti@northcastleny.com](mailto:smisiti@northcastleny.com)

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## NORTH CASTLE WATER DISTRICT NO. 2

15 Business Park Drive  
Armonk, New York 10504  
914-273-1882 Fax 914-273-3075  
Email: [smisiti@northcastleny.com](mailto:smisiti@northcastleny.com)

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### INTRODUCTION

The Town of North Castle Water District No.2 is requesting proposals from Professional Engineering firms with demonstrated experience in design, construction and retrofitting of municipal water distribution systems. By means of this Request for Proposals (RFP), the Town is seeking a qualified professional engineering consulting firm to evaluate, design and prepare construction plans and bid documents, with all necessary documentation for project permitting on the state and local levels. The consultant will be required to manage all necessary construction services associated with the replacement of a water distribution system which services The Town of North Castle Water District No.2. The system will be replaced in its entirety, there are 372 service connections tied into approximately 8 miles of distribution piping varying in size and material. The majority (70%) of which is 6" Asbestos Cement. Additional information about the project is contained in a Map, Plan & Report prepared in July 2012 by GHD CONSULTING ENGINEERS, LLC. The map, plan & report was a requirement for bonding and necessary borrowing of funds for the project. The report is available at the following link:

[http://www.northcastleny.com/sites/northcastleny/files/u107/ghd.waterdistrictno.2mapplanandreport\\_004.pdf](http://www.northcastleny.com/sites/northcastleny/files/u107/ghd.waterdistrictno.2mapplanandreport_004.pdf)

The water system will remain in service during all phases of the project and all Health Department requirements for same will be met.

Three (3) copies of the RFP shall be submitted in a sealed envelope, marked on the outside thereof:

**“PROFESSIONAL ENGINEERING SERVICES: WATER DISTRIBUTION SYSTEM**

**REPLACEMENT”** and shall be addressed to:

**ANNE CURRAN, TOWN CLERK**

**TOWN OF NORTH CASTLE**

**15 Bedford Road**

**Armonk, New York 10504**

Proposals must be received at the office of the Town Clerk by 3:00PM Friday, July 12, 2013. Any questions regarding this RFP should be directed to Sal Misiti, Town of North Castle Director of Water & Sewer Operations, at (914) 273-1882.

*The Town of North Castle reserves the right to reject any or all proposals or parts thereof; to waive any informality in same, or accept any proposal deemed to be in the best interest of the Water District.*



### SCOPE OF SERVICES

#### I. Planning Design

The successful consultant will be required to attend pre design scoping meetings with the Water District to discuss various aspects of the project, particularly; road restoration, Health Department coordination, various alternate materials options for cost savings, and other strategies in order to move the project forward as expeditiously as possible.

A. Preparation of bid specifications and design drawings shall include a minimum of ten (10) copies for the soliciting of bids for the construction of the distribution system. It is planned to bid this project as soon as possible.

1. The consultant shall prepare construction plans for public bidding of the proposed improvements. Plans shall be prepared in CADD format and include all aspects of the distribution system planned replacement. Design and specifications shall conform to all AWWA standards. Construction documents shall be prepared in accordance with applicable Westchester County Department of Health requirements, and all other pertinent regulations. Final design and construction plans will be developed for all phases of the project construction.

a. To aid in the preparation of the contract documents North Castle will provide the following:

- Any existing historical drawings of the distribution system.
- A recent modeling study prepared by GHD Consulting Engineers.
- Any pertinent system hydraulic characteristics.
- Pumping history, along with service connection records.
- Required material standards.
- Review of preliminary drawings and specifications to assist in the completion of the final design.
- Any other relative historical data if available.



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2. Bid documents will be prepared according to Construction Specification Institute (CSI) Standards and the Town of North Castle Standard Front-end format, which shall include Instruction to Bidders, Proposal Form, Agreements, Labor and Bonding Requirements, North Castle Insurance requirements, Prevailing wage rates, General Conditions and Technical Specifications. All specifications will comply with AWWA Standards. Consultant shall be responsible for securing current New York State Schedule of Prevailing Wage Rates for this project and distributing subsequent updates to all parties involved throughout construction.
  3. Bid documents will be reviewed with Town of North Castle for comments and modified if necessary.
  4. Consultant shall retain the services of a soil borings firm to execute borings for the evaluation of subsurface conditions throughout the distribution system replacement area to determine quantities of rock which may be encountered during construction. This will be performed to project an allowance for rock removal as a line item in the construction bid specifications. Costs for the borings will be included in the consultant's fee schedule.
- B. Assist in bidding process by attending pre-bid meetings, answering questions submitted by contractors, and provide addendums when necessary.
- C. Prepare a summary of bids after bid opening; evaluate the contractor's qualifications, solicit references, and recommend an award based upon the results and evaluation. Assist the Town if necessary in notifying bidders.



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### **II. Westchester County Health Department Regulatory Requirements**

- A. Preparation of WCHD Form GEN 296 along with an Engineering Report which details the scope of work, details and specifications, and the manner in which water will be supplied to the district during the project.
- B. Submittal to WCHD will also include two (2) sets of bid specifications and plans. Plans will include a “Plan” & “Elevation” drawing for each section of road. The plan will illustrate the intended path of the replacement water main, and the elevation will depict its depth.
- C. Collection and reporting of all necessary samples, i.e. coliform, etc. as required by WCHD. Also, necessary pressure tests and samples for the approval of the new water system improvements.
- D. A completed works submittal including record drawings and as-builts for the entire distribution system, both hard copies and electronic.
- E. Consultant will be reasonable for all coordination with the Health Department for approval of various sections of the system that are completed. It is anticipated that sections of the new system will be activated as they are completed.

### **III. Environmental Assessment & Wetlands**

It is anticipated that this project will be an unlisted action, consequently the following may be necessary.

A. Environmental Assessment Form – Parts 1 & II

Consultant shall prepare an Environmental Assessment Short Form Parts I & II addressing the improvements of the North Castle Water District No.2.

B. Environmental Assessment Form – Part III

Consultant shall prepare a Part III narrative if necessary, addressing the substantial issues with regard to the replacement of the water distribution system. Issues to be addressed shall include:

- Description of proposed action, including need, improvements and disturbance.
- Beneficial impacts.



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- C. A Storm Water Pollution Prevention Plan will be required for the project, detailing erosion and sediment controls, a notice of intent shall be filed with the State.
- D. Wetland delineation may be necessary in areas where the replacement water mains are designed to be installed outside of the exiting roadbeds, and may encroach a wetland or wetland buffer. It will be the responsibility of the consultant to perform what may be necessary if these conditions exist.

### **IV. Engineering Field Services During Construction**

- A. Pre construction requirements
  - 1. Set-up and conduct a pre-construction meeting(s) with all involved parties. Prepare a project directory.
  - 2. Review shop drawings and other documentation provided by the contractor.
- B. Construction requirements
  - 1. Coordinate with field personnel to provide interpretation of Contract Documents.
  - 2. Require and review shop drawings for all material to be supplied and installed by the contractor.
  - 3. Review and negotiate change orders.
  - 4. Review, process, and submit monthly contractor payment requests.
  - 5. The consultant shall provide on-site construction observation and provide daily construction reports and coordinate construction meetings as necessary.
  - 6. Coordinate all contractor field sampling (Coliform, etc.) required by the Health Department.
  - 7. Coordinate any Health Department inspections that may be necessary.
  - 8. Verify all field work as specified (i.e. pressure tests, etc.).



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9. Prepare a final punch list prior to approval stage and acceptance.
10. Consultant will provide office services during the entire construction period.
11. Acquire, produce and provide all necessary as-built drawings, both hard copy and electronic.

### V. Insurance Requirements

A. The Engineer shall maintain the following insurance, certificates for which will be provided to the Owner within ten (10) days of the signing of the agreement:

- 1) Worker's Compensation and Employers Liability Policy, covering operations in New York State. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and Maritime Coverage Endorsement shall be attached to the policy. Evidence must be provided on a C-105.2. Waiver of Subrogation to be included
- 2) N.Y.S. Disability, covering all employees. DB 120.1 must be provided.
- 3) Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
  - a. Premises & Operations
  - b. Products/Completed Operations;
  - c. Independent Contractors;
  - d. Personal & Advertising Injury
  - e. Blanket Contractual Liability
  - f. XCU
  - g. Town of North Castle and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" on the policy using ISO Additional Insured Endorsement CG 20 10 11/85 or an endorsement providing equivalent or broader coverage and shall apply on a primary and non-contributory basis, including any self-insured retentions. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
  - h. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Town of North Castle, assigns, officers, employees, representatives and agents.
  - i. General Aggregate shall apply separately to each project (must be on an occurrence form).
  - j. Cross Liability coverage (Commercial General Liability and Business Automobile Liability policies only).
  - k. Coverage for athletic participants must be included if renter is an athletic team or league.





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- 4) Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicles.
  - a. Town of North Castle and their assigns, officers, employees, representatives and agents should be named as an “Additional Insured” on the policy. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
  - b. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Town of North Castle, assigns, officers, employees, representatives and agents.
  - c. If applicable, policy should be specifically endorsed to cover snow plow operations.
- 5) Umbrella Liability, with limits of no less than \$3,000,000 Each Occurrence/\$3,000,000 Aggregate, including coverage for General Liability, Automobile, Workers Compensation and Professional Liability (if applicable).
- 6) Professional Liability (if applicable), with limits no less than \$1,000,000. Per Claim.
- 7) Owners & Contractors Protective Liability Policy, with limits no less than \$1,000,000 Per Occurrence/\$2,000,000 Aggregate shall be taken out with the Town of North Castle as the Named Insured, and maintained during the life of this contract which will protect the Town of North Castle from claims for damages for personal injury, liability, accidental or wrongful death, as well as property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either party.
- 8) Bid, Performance and Labor & Material Bonds, if required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
- 9) Property Insurance, the Contractor shall cover materials being installed onsite, in transit, and/or at any other location.
- 10) Asbestos/Lead Abatement and Environmental Clean-Up, if applicable. Coverage for the removal of asbestos and/or lead and related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$1,000,000 per occurrence/\$2,000,000 aggregate including Products and Completed Operations. If a retroactive date is used, it must pre-date the inception of the contract
- 11) Certificates shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Town of North Castle. Policies that lapse and/or expire during term of work shall be recertified and received by the Town of North Castle no less than thirty (30) days prior to expiration or cancellation.





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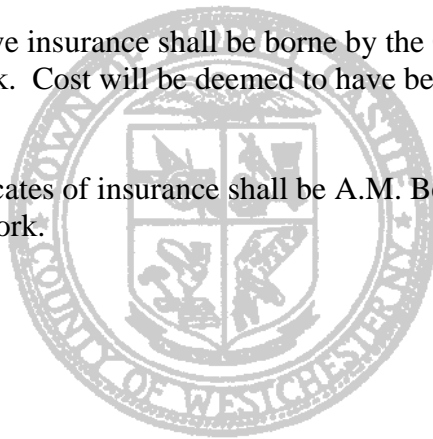
## NORTH CASTLE WATER DISTRICT NO. 2

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The Consultant/Provider shall furnish to Town of North Castle Certificates of Insurance as evidence of coverage prior to commencement of work and naming Town of North Castle as an Additional Insured **by endorsement**. The Consultant/Provider acknowledges that failure to obtain such insurance on behalf of the Town of North Castle Constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of North Castle. The failure of the Town of North Castle to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Town of North Castle.

The cost of furnishing the above insurance shall be borne by the Consultant/Provider; there will be no direct payment for this work. Cost will be deemed to have been included in the price bid for all scheduled items.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.





## Indemnification and Hold Harmless Agreement

To the fullest extent permitted by law, Consultant/Provider shall indemnify, hold harmless and defend Town of North Castle, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the Consultant/Provider or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Consultant/Provider's obligation to indemnify Town of North Castle, and agents and employees of any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Consultant/Provider anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Consultant/Provider to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Consultant/Provider.

Company Title/Name: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Nature/Scope of Work Being Performed: \_\_\_\_\_

Please sign, date and return to:

**Town of North Castle, Town Clerk's Office  
15 Bedford Road  
Armonk, NY 10504**



### **VI. Submission Requirements**

1. Corporate Organization – Describe the firm structure, ownership, size & licensure. Include the history of your firm, i.e.: the location of offices, ability to service the area where work for this project will be performed, the location of corporate headquarters, and number of years in business.
2. Identification of Sub consultants (if any) – Include the name, address, and nature of any proposed sub consultants, including a description of any prior affiliation.
3. Provide a project organization chart, and preliminary schedule.
4. Resumes of Project Team Members- Please include only those resumes of staff that are likely to work on the project. The project manager shall have a minimum of ten years experience with the evaluation, design, and construction of water distribution systems.
5. Demonstration of Ability to Complete the Project- Describe the firm's ability to perform the services as reflected by current workload and the availability of adequate personnel, equipment and facilities to service expeditiously.
6. Detailed project approach and proposed scope of services sufficient to demonstrate a sound understanding of the project and all required elements for its successful completion.
7. Demonstrate ability to meet Town Insurance requirements.
8. Description of Relevant Experience- Include a minimum of three projects that are similar to that being requested. For each project, include the name address, telephone number, contract fee, date the project was completed, and a description of the services performed.
9. A listing of standard hourly rates by employee category for all aspects of the project described. Including but not limited to, project management, design, drafting, inspections, permitting, etc.
10. Other information that the consultant believes is relevant and conveys their qualifications and experience.



### **VII. Terms and Conditions**

1. The successful firm shall sign an Agreement for Services which will directly conform to this RFP Scope of Services. The agreement shall be reviewed by the District and executed by the Town Supervisor.
2. District reserves the right to accept or reject any or all submissions when in the best interest of the District to do so.
3. Additional services that are not detailed in the scope of services, should they arise, shall be negotiated with the District upon written request.
4. Provide individual hourly billing rates for the Project Manager, Project Engineer, Project Designer/Technician and field inspectors.
5. The consultant must provide a copy of a valid "Certificate of Authorization to Provide Engineering Services" as issued by NYS Education Department.



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### PROPOSAL FORM

The undersigned hereby agrees to perform the professional engineering services associated with the design, construction of the replacement water distribution system to be operated in the Town of North Castle Water District No. 2, as outlined in the aforementioned Scope of Services:

**LUMP SUM TOTAL**    \$ \_\_\_\_\_  
(Lump sum total can be broken down in dollars or percentage for listed task)

Planning / Design and regulatory approvals    \$ \_\_\_\_\_

Environmental Assessment    \$ \_\_\_\_\_

Bidding phase    \$ \_\_\_\_\_

Engineering field services,  
(Field inspections-construction & restoration,  
regulatory requirements, record drawings)    \$ \_\_\_\_\_

Final approvals and start-up    \$ \_\_\_\_\_

Name of Firm : \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_