



## TOWN OF UNION, NEW YORK

### **TOWN OF UNION REQUEST FOR PROPOSALS PROFESSIONAL ENGINEERING SERVICES**

**PLEASE TAKE NOTICE** that sealed proposals for the Town of Union, New York, will be received by the Town Clerk at 3111 East Main Street, Endwell, New York until **10:00 AM** on Friday, March 1<sup>st</sup>, 2019.

Proposals must be submitted in sealed envelopes at the above address and shall bear on the face thereof the name and address of the firm and shall be marked:

#### **REQUEST FOR PROPOSAL – PROFESSIONAL ENGINEERING SERVICES STREET RECONSTRUCTION PROJECT 500 BLOCK EXCHANGE AVE- W. EDWARDS ST. TO W. VALLEY ST.- VILLAGE OF ENDICOTT TOWN OF UNION FFY 2018 CDBG PROGRAM**

The Request for Proposal may be examined and/or obtained at the office of the Town Clerk, Town of Union, 3111 East Main Street, Endwell, New York. A digital copy of the proposal may be viewed or downloaded from the Town of Union website at <https://townofunion.com/government/public-notices/public-hearings-legal-notices/bids-rfp-s.html>.

It is the responsibility of bidders electing to download the bid/proposal package from the town web page to check the web page prior to submitting a bid/proposal to determine if any clarifications or updates to the specifications have been posted.

The Town Board reserves the right to reject any and all proposals and to award the contract in the best interests of the Town of Union, New York.

**Sara Zubalsky-Peer  
Planning Director**

## NON-COLLUSIVE CERTIFICATION

In accordance with Section 103-d of the New York State General Municipal Law, by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in any case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

a. The prices in this bid have been arrived at independently, without collusion, consultation, communication or agreement for the purpose of restricting competition to any matter relating to such prices with any other bidder or with any competitor:

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

c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

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

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

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

**PROPOSAL SUMMARY FORM**

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

<b>PROJECT</b>	<b>PROPOSED TOTAL COST</b>
<b>Professional Engineering Services</b> 500 BLOCK EXCHANGE AVE-W. EDWARDS ST TO W. VALLEY ST- ENDICOTT, NY 13760	\$ _____ (written in words)
	\$ _____ (written in figures)

The Undersigned, having carefully examined the existing conditions of the Project Area affecting the cost of the work, and with the Contract Documents, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services and to perform and complete the specified work in strict accordance with the plans and specifications.

In submitting this Bid, the Bidder understands that the right is reserved by the Town and Village to reject any and all Bids. If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before the Bid is withdrawn, the undersigned agrees to sign and return an Agreement within ten (10) days after the agreement is presented to him for signature.

The final completion date for the design phase of this project will be **April 15<sup>th</sup>, 2019.**

Signature of Bidder \_\_\_\_\_

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

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

**COST BREAKDOWN OF ENGINEERING SERVICES  
STREET RECONSTRUCTION PROJECT  
500 BLOCK EXCHANGE AVE- W. EDWARDS ST TO W. VALLEY ST-  
VILLAGE OF ENDICOTT  
2018 TOWN OF UNION COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

<b>PHASE</b>	<b>COST</b>
1. Design Phase (sum of a. through c.)	\$ _____
a.) Field Survey & Design	\$ _____
b.) Preliminary Cost Estimate	\$ _____
c.) Contract Documents/Plans/Review of Submittals	\$ _____
d.) Part-time inspection services- approx. 15 hrs/wk for 6 weeks	\$ _____ _____
	<i>(Title of Inspector)</i>
<b>PROPOSED TOTAL COST</b> (please submit this number in the proposal summary form)	\$ _____

**REQUEST FOR PROPOSAL – PROFESSIONAL ENGINEERING SERVICES  
STREET RECONSTRUCTION PROJECT  
500 BLOCK EXCHANGE AVE- W. EDWARDS ST TO W. VALLEY ST-  
VILLAGE OF ENDICOTT  
2018 TOWN OF UNION COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

The Village of Endicott, on behalf of the Town of Union is requesting a single lump sum proposal for engineering services for design for the 500 block of Exchange Avenue in the Village of Endicott. The Engineer shall provide a cost breakdown for the design phase (field survey and design, preparation of preliminary cost estimate, preparation of contract documents/plans/review of submittals).

The project shall include the following work:

1. Replace the existing 4" water main with 400' of new 8" ductile iron pipe.
2. Install 4 new water valves in the intersection of W. Valley Street
3. Install a new fire hydrant at the north west corner of the W. Valley Street intersection
4. Install new curb boxes and water services
5. Replace the sanitary sewer lateral at 505 Exchange Avenue from the curb to the 8" sanitary sewer main and install a 4" clean-out with a man way between the curb and sidewalk
6. Replace 2 existing catch basins on the west side of the W. Valley Street intersection
7. Install 2 new catch basins and tie them into the storm sewer
8. Install 325' of straight concrete curb on the east side of Exchange Ave
9. Install 325' of curb and gutter on the west side of Exchange Ave
10. Install 4 handicap ramps at the W. Valley Street intersection
11. Install new concrete sidewalk and driveway aprons
12. Replace 3 manhole frames and lids
13. Box out the street 450' and install a new 12" sub base
14. Install base, binder, and top blacktop

**Design Phase**

**A. Field Survey & Design**

1. Submit brief monthly reports covering the progress of the design phase.
2. Perform the necessary fieldwork required for design. Said work shall include storm sewer and water service information and sufficient data to confirm proper grades to be established in driveways.

**B. Preliminary Cost Estimate**

1. Supply the Village of Endicott and the Town of Union with two (2) sets of preliminary plans and specifications at 50% and 90% completion.
2. Provide the Village of Endicott with a preliminary cost estimate for the street at approximately 90% completion.

**C. Contract Documents/Plans/Review of Submittals**

1. Prepared detailed contract drawings and specifications according to the following final scope. Design specs will be based on Village of Endicott requirements and the cover sheet shall have a signature line "Approved by Village of Endicott".
2. Furnish ten (10) copies of the final plans and specifications.
3. Furnish a PDF version of the final project manual to the Town of Union.

4. Supply the Village of Endicott with three (3) sets of final specifications and final plans on 11-inch by 17-inch sheets, and one set of final plans on 22-inch by 34-inch sheets, and the plans in an AutoCAD electronic format.
5. Review submittals for compliance with bid specifications and make recommendations to Village of Endicott.

## **INSTRUCTIONS TO BIDDERS**

### **1. STATEMENT OF WORK**

The Contractor shall furnish all supervision, labor, and materials, machinery, tools and equipment, and services, and complete work in an efficient and workmanlike manner.

### **2. INTERPRETATIONS OR ADDENDA**

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Owner. Any inquiry received prior to the date fixed for the opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents and when issued will be sent to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

Each bidder must inform himself fully of the conditions relating to the labor under which the work is now being or will be performed. Failure to do so will not relieve a successful Bidder of his obligations to furnish all material and labor necessary to carry out the provisions set forth in his Bid. Insofar as possible, the Contractor, in the carrying out of his work, must employ such methods or means as will not cause any interruption or interference with the work of any other Contractor. The Contractor shall schedule his work in cooperation with other Contractors and their schedules so that efficient and coordinated progress of all work occurs.

### **3. INSPECTION OF SITE**

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract, including unfavorable conditions that may be encountered in the work, whether apparent upon surface inspection or disclosed only in the process of progressing the work. The Owner makes no representation as to the soil conditions to be encountered. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

### **4. AGREEMENT**

The winning bidder will be notified of the award and will be given copies of the agreement to sign and return. Once returned, town officials will inspect and sign the agreement upon which the Notice to Proceed will be given.

### **5. ALTERNATIVE BIDS**

No Alternative Bids will be considered unless specifically requested.

### **6. BIDS**

a. All bids must be submitted on forms contained herein and shall be subject to all requirements of the Contract Documents including the INSTRUCTIONS TO BIDDERS. All Bids must

be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the Proposal Form by the Bidder.

b. Bid Documents including, but not limited to, the Bid, the Non-Collusion Affidavit and the Statement of Bidder's Qualifications shall be enclosed in envelopes (outer and inner) both of which shall be sealed and clearly labeled with the project name, name of Bidder, and date and time of bid opening in order to guard against premature opening of the bid.

c. Any Bid on which there is an alteration of or departure from the Bid form hereto attached may be considered irregular and as such may be rejected as informal.

d. If the Contract is awarded it will be awarded to the Bidder on the basis of the Bid most favorable to the Owner. In most cases the Contract shall be awarded based upon the lowest bid. The Contract will require the completion of work according to the Contract Documents.

e. Each Bidder shall include in his Bid, in the appropriate spaces therefore, the estimated cost of performing the work including all items of overhead, and without credit for salvaged materials.

## **7. COLLUSIVE AGREEMENTS**

a. Each bidder submitting a bid for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not colluded with any other person, firm, or corporation in regard to any bid submitted.

b. Before executing any subcontract, the successful bidder shall submit the name of any proposed subcontractor and an affidavit for prior approval.

## **8. STATEMENT OF BIDDER'S QUALIFICATIONS**

Each Bidder shall upon request of the Owner submit on the form furnished for that purpose, a copy of which is included in the Contract Documents, a statement of the Bidder's qualifications, his construction experience, and his organization and equipment available for the work contemplated; and when specifically requested by the Owner, a detailed financial statement. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract, and the Bidder shall furnish the Owner all such information and data for this purpose as he may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.

## **9. CORRECTIONS**

Erasures or other changes in the Bid must be explained or noted over the signature of the Bidder.

## **10. TIME FOR RECEIVING BIDS**

a. Bids received prior to the time of opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of other bids is completed, and it is shown to the satisfaction of the Owner that the non-



arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.

b. Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

#### **11. OPENING OF BIDS**

At the time and place fixed for the opening of Bids, the Owner will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

#### **12. WITHDRAWAL OF BIDS**

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided, that written confirmation or any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

#### **13. AWARD OF CONTRACTS: REJECTION OF BIDS**

a. The Contract will be awarded to the responsible Bidder complying with the conditions of the INVITATION FOR BIDS provided such Bid is reasonable and it is to the best interest of the Owner. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest. The Bidder to whom the award is made will be notified at the earliest possible date.

b. The Owner reserves the right to consider unqualified to perform the Contract any Bidder who does not habitually perform with his own forces the major portions of his work.

c. The owner must award the contract within 30 days of the bid opening. Bidders have the right to withdraw their bids and receive the full amounts their bid bonds if the owner does not award the bid within 30 days.

#### **14. EXECUTION OF AGREEMENT**

a. Subsequent to the award within ten days after the prescribed forms are presented for signature, the successful Bidder shall sign and return to the Owner three (3) copies of the Agreement.

b. The failure of the successful Bidder to execute such Agreement within ten days after the prescribed form are presented for signature, or within period as the Owner may grant, based upon reasons, determined sufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the lowest responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed. If a favorable Bid is received by re-advertising, the defaulting Bidder shall have no claim for a refund.

**15. WAGES AND SALARIES**

a. Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the condition of employment with respect to certain categories and classifications of employees.

b. The rates of pay set forth are the minimum to be paid during the life of the Contract. It is, therefore, the responsibility of Bidders to inform themselves as to the local labor conditions such as the length of the work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustment of rates.

**16. EXEMPTIONS FROM SALES AND USE TAXES**

The Municipality is exempt from paying State or local sales taxes on any materials, which it purchases. In computing their bids, Bidders shall not include the sales and compensating use taxes of the State of New York or County in the State of New York for any supplies or materials to be used by the Contractor for and on behalf of the Owner which are exempt from such taxes in accordance with the provisions of Section 132 of the GENERAL CONDITIONS.

**17. EQUAL EMPLOYMENT OPPORTUNITY**

a. Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, creed, color, or natural origin.

b. Special attention is directed to the Affirmative Action requirements which shall apply to the Contractor and any Subcontractor under the terms of this Contract. The Contractor will be required to make a good faith effort in awarding work to minority-owned and women owned business enterprises.

**18. SEXUAL HARASSMENT**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at minimum, meet the requirements of section two hundred one-g of the labor law.

**19. APPROXIMATE ESTIMATE OF QUANTITIES**

The approximate estimates will be used as a basis in determining the lowest Bidder. They are based upon an approximate estimate of the quantities of work to be performed, stated with as much accuracy as is possible in advance and must be understood as being approximate only; and the Contractor must not, at any time, after the execution of this Contract, dispute the accuracy of the estimate, or make any claims whatever against the Owner, its agents, or representatives based upon their alleged accuracy, or claim any misunderstanding in regard to the nature of the conditions, or the amount of work to be done, or the quantities of materials to be furnished under this Contract.

**19. PREPARATION OF PROPOSAL**

The Bidder shall prepare a proposal that consists of a proposed total cost and cost breakdown for the engineering services. These costs must consider all phases of the service contract including the design and bidding phases.

The Bidder shall note that this proposal includes a "Non-collusive Bidding Certificate". This form must be properly filled out and submitted with the sealed bid. No proposal will be considered unless accompanied by this certificate.

**20. FORM REQUIREMENTS**

The Bidder shall also complete the following form requirements as part of the Bidding Documents. Forms may be found in the bid packet.

- A. Non-Collusive Certification
- B. Company Info and Qualifications
- C. Time of the Essence Clause
- D. MWBE Participation Form

**21. BID BOND**

A Bid Bond for this project is NOT required .

## TIME OF THE ESSENCE CLAUSE

Bidders submitting proposals for this work hereby acknowledge the following:

Completion of all work on this project with the time specified is essential to the operations of the Town of Union and the Engineer. Therefore, work must be completed within the time specified. The circumstances where the contractor may have other work to be completed will not be considered as justification for not completing the project within the time specified, nor will it be justification for granting an extension to the time of completion or for waiving liquidated damages.

**BIDDERS ARE REQUIRED TO ACKNOWLEDGE THIS SPECIAL NOTICE BY INCLUDING A SIGNED COPY WITHIN THEIR BID PROPOSAL.**

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

\_\_\_\_\_  
Signature

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

## M/WBE UTILIZATION PLAN

**INSTRUCTIONS:** All bidders submitting responses to this procurement must complete this M/WBE Utilization Plan and submit it as part of their proposal. The plan must contain detailed description of the services to be provided by each Minority and/or Woman Owned Business Enterprise (M/WBE) identified by the bidder.

Bidder's Name <input style="width: 100%;" type="text"/> Address <input style="width: 100%;" type="text"/> City, State, Zip <input style="width: 100%;" type="text"/>	Telephone/Email: <input style="width: 100%;" type="text"/> Federal ID No.: <input style="width: 100%;" type="text"/> DUNS No.: <input style="width: 100%;" type="text"/>
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Certified M/WBE	Classification (check all applicable)	Description of Work (Subcontracts/Supplies/Services)	Dollar Value of Subcontracts/Supplies/Services
NAME <input style="width: 100%;" type="text"/> ADDRESS <input style="width: 100%;" type="text"/> CITY, ST, ZIP <input style="width: 100%;" type="text"/> PHONE/E-MAIL <input style="width: 50%;" type="text"/> / <input style="width: 50%;" type="text"/> FEDERAL ID No. <input style="width: 100%;" type="text"/>	NYS ESD Certified MBE <input type="checkbox"/> WBE <input type="checkbox"/>	<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>

NAME <input style="width: 100%;" type="text"/> ADDRESS <input style="width: 100%;" type="text"/> CITY, ST, ZIP <input style="width: 100%;" type="text"/> PHONE/E-MAIL <input style="width: 50%;" type="text"/> / <input style="width: 50%;" type="text"/> FEDERAL ID No. <input style="width: 100%;" type="text"/>	NYS ESD Certified MBE <input type="checkbox"/> WBE <input type="checkbox"/>	<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>
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PREPARED BY (Signature) \_\_\_\_\_ DATE

NAME AND TITLE OF PREPARER:

TELEPHONE/E-MAIL

DATE