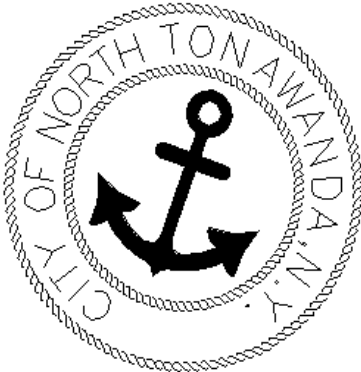


CITY OF NORTH TONAWANDA, NEW YORK

REQUEST FOR PROPOSAL

Wastewater Treatment Plant Solids Handling Improvements



February 2024

Mayor: Austin J Tylec

Common Council:

Common Council President & 2nd Ward Alderman
Alderman at Large
Alderman at Large
1st Ward Alderman
3rd Ward Alderman

Frank DiBernardo
Joe Loncar
Joe Lavey
Robert Schmigel
Joe Marranta

Superintendent of Wastewater/Water

Jason Koepsell

City Engineer:

Chelsea L. Spahr, P.E.

City Attorney:

Edward A. Zebulske III

City Clerk/Treasurer:

Donna Braun

Wastewater Treatment Plant Solids Handling Improvements

PROJECT NO. 2024-03

REQUEST FOR PROPOSAL

1.0 Introduction

The City of North Tonawanda, hereinafter referred to as the OWNER, is requesting proposals for design, bidding, and construction phase services for improvements to the North Tonawanda Wastewater Treatment Plant Solids Handling System. CONSULTANT shall be familiar with and assist the OWNER in submitting the documentation required by the agencies providing funding for this project. It is anticipated that the project will be funded through a combination of loans and grants provided through the New York State (NYS) Environmental Facilities Corporation (EFC), NYSDEC, WIIA grants and municipal bonds.

Responding firms shall be experienced in municipal government projects, programs, and finances and are able to provide examples of past projects that are similar in scope and size to the project described in this document.

This document will serve to outline the professional services to be rendered by the CONSULTANT to the OWNER in order to meet the OWNER'S objectives.

1.1. General Information

1.1.1. Consultant's Basic Services

The CONSULTANT'S services shall consist of all services described in this Request for Proposal.

1.1.2. Consultants

The CONSULTANT may propose and engage additional Consultants to perform portions of the services required by this Request for Proposal. When additional Consultants are engaged to perform portions of the required services, the CONSULTANT must provide a separate manpower utilization estimate for each of the additional Consultants. The OWNER retains the right to disapprove the proposed Consultant and, in said event, the CONSULTANT shall propose another Consultant for that portion of the required services.

The fees for any additional Consultants retained by the CONSULTANT for services required in this Request for Proposal will be included in the cost for Basic Services.

1.1.3. Provisions for Payment

The CONSULTANT is asked to bid in a lump sum amount for the services outlined in Section 2. For the purposes of the OWNER'S evaluation, the cost proposal shall include a breakdown per task, herein described, with the associated man-hours, salaries and other applicable fees.

1.1.4. Additional Services and Extra Work

Additional Services and/or Extra Work are defined as items of work not addressed by this Request for Proposal. Payment for additional services/extra work will be made on the basis of a lump sum amount. Proposals for Additional Services and/or Extra Work will be presented in the same manner as the Proposal for Basic Services. No extra work will be performed without authorization by the City Wastewater/Water Superintendent and the Common Council of North Tonawanda as OWNER.

1.1.5. Reimbursable

Include all reimbursable expenses under Compensation for Basic Services.

1.1.6. Cost Control

This section of the Request for Proposal is omitted.

1.1.7. Insurance Coverage

1.1.7.1. Worker's Compensation and Employer's Liability Insurance with a limit of \$1,000,000 under Coverage B and, where applicable, coverage under the Jones Act and the Longshore Act.

1.1.7.2. Comprehensive Liability Insurance (for Contractual and Independent Contractors) with limits no less than \$1,000,000 combined (Bodily Injury and Property Damage) single limit per occurrence and \$2,000,000 aggregate.

1.1.7.3. Comprehensive Automobile Liability Insurance covering owned, hired, and non-owned vehicles with a combined Bodily Injury and Property Damage Liability limit of at least \$1,000,000 per occurrence.

1.1.7.4. An Owner's Protective Liability Policy in the name of the City of North Tonawanda.

1.1.7.5. Professional Consultants retained by the City of North Tonawanda in connection with the project shall show evidence of Professional Liability Insurance with limits no less than \$1,000,000.

2.0 Description of the Scope of Services

The following will serve to delineate the scope and nature of services to be provided by the CONSULTANT in order to meet the objective of the OWNER as stated herein.

The basic objective of the OWNER is for the CONSULTANT to prepare final design documents for bidding, bid phase services, construction administration, and a resident project representative for the implementation of solids handling improvements within the OWNER'S WWTP. The CONSULTANT must demonstrate that they have experience on similar solids handling design projects. A general summary of the scope is provided below and it is the CONSULTANTS responsibility to include the design of all supporting systems in the project.

1. Rehabilitation of northwest primary digester tank including cleaning the tanks, providing and interior coating system, spall repair, crack repair, and a digester manway.
2. Replacement of the cover on the northwest primary digester, including structural modifications to accept the selected cover mounting system.
3. Provide a new mixing system in the northwest primary digester.
4. Provide a new external primary digester heating system, including heat exchangers, sludge recirculation pumps, boiler, hot water recirculation pumps, interconnecting piping, and controls. The heating system shall be designed for both primary digesters.
5. Repurposing of secondary digesters as sludge holding tanks, including meeting all requirements and submissions required by the regulatory agencies.
6. Provide new digester gas safety equipment and stainless steel take off and distribution piping for northwest primary digester, including distribution line to the Carbon Filter Building, distribution line to the digester boiler, new waste gas burner and controls, and digester gas flow meters. Cover mounted digester gas safety equipment on the southwest digester is not included in the scope of the project but the southwest digester shall be connected to the new waste gas burner.
7. Provide new primary digester pumping system, including suction/discharge valves, and piping interconnections.
8. Provide one new secondary digester pumping system, including suction/discharge valves, and piping interconnections.

A listing of specific work items is given in Section 3.0 "Scope of Work."

3.0 Scope of Work

The following will serve to outline the OWNER'S objectives as they relate to implementation of the project. The CONSULTANT shall perform all services, as set forth in Section 2.0.

The "Scope of Work" items compiled are at a minimum and are only the items that were evident to the OWNER. The CONSULTANT is to use the listed work items as a guide when he/she prepares a response to this Request.

MBE/WBE EEO: The Scope of Basic Engineering Services is based on the following minority business enterprise/women-owned business enterprise (MBE/WBE) equal opportunity employment (EEO) goals for the engineering Agreement:

15% MBE

15% WBE

The following is a listing of items that must be addressed:

3.1 Task 1 – Design Phase Services

Under this task CONSULTANT shall provide Bidding Documents for the improvements.

1. **Bidding Documents:** Construction Bidding Documents will be prepared for bidding and construction under multiple prime construction contracts. This task shall include the following:
 - a. Drawings:
 - 1) Prepare two-dimensional Drawings of the Contractor’s Work in accordance with National CAD Standard of the Construction Specifications Institute, using AutoCAD 2023 software.
 - 2) Drawings will be developed using record documents provided by the OWNER in Adobe PDF format. Field verification of existing conditions within existing buildings shall be provided by CONSULTANT but will be limited. The intent is to verify the general arrangement of the existing facilities; it is not intended to produce “as-built” drawings of the existing facilities. Access to the proposed work areas will be provided by the OWNER.
 - b. Project Manual: Together with the Drawings, the Project Manual will describe the scope, extent, and character of the Contractor’s Work, as follows.
 - 1) CONSULTANT shall prepare the Project Manual, organized in general conformance with the Construction Specifications Institute MasterFormat and amendments.
 - 2) Project manual shall specifically include a Section describing coordination with the OWNER’S operation. This section shall specifically include sequencing constraints, bypass pumping (if required), and maintaining the plant’s operation during construction.
 - 3) The Project Manual will include CONSULTANT’S standard “Division 00” documents (Advertisement for Bids, Instructions to Bidders, Bid Form, Bidder Qualifications Statement, Owner-Contractor Agreement, Payment Bond, Performance Bond, General Conditions, and Supplementary Conditions). Upon mutual agreement of OWNER and CONSULTANT, CONSULTANT will prepare and include in the Project Manual an electronic data protocol exhibit to facilitate exchange of data between the OWNER, Contractor, and CONSULTANT during the Project.
 - c. Design Progress Meetings: CONSULTANT shall meet with the OWNER a minimum of 3 times at the wastewater treatment facility during detailed design to review the status of the Bidding Documents and receive input from the OWNER. These meetings are anticipated to take place at the 30%, 60%, and 90% design stages. Additional site visits to verify existing conditions, discuss process flow with the OWNER, review layout considerations, review sequencing considerations, etc. shall be provided by the CONSULTANT.
 - d. Additional Design Features: CONSULTANT shall develop and maintain a log of “additional design features”, if any, that are requested by the OWNER during detailed design. These will be features that are above and beyond, or additions to, the design concepts described in the scope of improvements. If the OWNER requests additional design features, the related engineering services will be Additional Services, including evaluating the influence on the original project’s

opinion of probable cost and the engineering budget of the requested additional design features. As the design progresses, the OWNER can decide if there is adequate budget to incorporate the requested additional features. CONSULTANT shall not design such additional features without direction from the OWNER'S project manager and an appropriate Amendment to the engineering Agreement.

- e. **Opinion of Probable Cost:** CONSULTANT shall prepare an opinion of probable cost at 30-percent design, 60-percent design, 90-percent design, and prior to bidding.
- f. **Laws and Regulations:** The design of the improvements will comply with all applicable codes including but not limited to the provisions of the version of the New York State Building Code, City of North Tonawanda building ordinances, and the National Electric Code in effect on the date of the start of final design.
- g. **OWNER Review:** Provide the OWNER an electronic set of the 95-percent design documents for review. The 95% design documents shall incorporate all 90-percent design comments and shall be considered bid ready pending any final comments by OWNER. OWNER shall provide one set of completed and coordinated comments to CONSULTANT. The Bidding Documents will be revised per the OWNER'S comments prior to bidding.
- h. **Final Bidding Documents:** Prior to the bidding phase, provide to the OWNER an electronic set of the final construction Bidding Documents for the OWNER'S use during bidding and construction. The documents shall be signed and sealed by a Professional Engineer registered in the State of New York.

2. Applications to Authorities Having Jurisdiction: CONSULTANT shall assist the OWNER in preparing applications for permits and approvals required for the Project, as follows:

- a. **Applications Included:** CONSULTANT shall provide technical criteria, written descriptions, design data, and assist the OWNER with preparing for all applicable permits for the proposed improvements. At a minimum, the documents shall be submitted to the New York State Department of Environmental Conservation (NYSDEC) and NYSEFC for review.
- b. **Copies of Documents:** CONSULTANT shall provide to OWNER an electronic set of the preliminary Bidding Documents for submission to authorities having jurisdiction.
- c. **Submittal of Applications:** Applications for permits and approvals shall be submitted by the OWNER to authorities having jurisdiction. Payment of fees associated with applications and permits is the responsibility of the OWNER.
- d. **Meetings:** CONSULTANT's project manager and relevant design leads shall attend meetings with the relevant authority having jurisdiction to discuss the application(s) submitted. For the purpose of this RFP, assume a minimum of two such meetings.
- e. **Response Assistance:** CONSULTANT shall prepare a draft response letter for the OWNER'S review and submission to the authority having jurisdiction. CONSULTANT shall assist the OWNER in revising the application materials, including preliminary Bidding Documents if required, to incorporate the authority's comments. Comments by authorities having jurisdiction that result in changes to the scope of the improvements will result in a change in the engineering fee. Should additional comment/response letters and modifications to applications be necessary

beyond those listed in the Scope of Basic Engineering Services, the associated engineering will be Additional Services.

- f. **Delay of Reviews:** If the review by authorities having jurisdiction places the Project on hold for a period longer than three months, the engineering fee is subject to increase because of personnel re-assignment or re-start costs.

3. **Completion of Services:** CONSULTANT'S services under this task will be fulfilled upon submittal to the OWNER of an electronic sets of final Bidding Documents.

3.2 **Task 2 – Bid Phase Services**

Upon written direction by the OWNER to proceed, under this task CONSULTANT shall assist the OWNER in obtaining Bids for the construction contract for the Project.

1. **Bidding Assistance for Construction Contract:** For the purpose of this RFP, the bidding phase shall be assumed to be approximately 8 weeks in duration, including a six-week period between publication of the Advertisement for Bids and the bid opening. CONSULTANT shall provide assistance to the OWNER during the bid phase of the construction contract, including:
 - a. *Publication of Advertisement:* CONSULTANT shall:
 - 1) Coordinate with the OWNER for publication of the Advertisement to Bidders in the OWNER'S official newspaper. Transmitting the Advertisement to the newspaper and the cost of publishing the Advertisement are the responsibility of the OWNER.
 - b. *Copies of Bidding Documents:* Provide an electronic set of Bidding Documents (Drawings, Project Manuals, and Addenda if any) for distribution to potential Bidders.
 - c. *Distribution of Bidding Documents:* Distribution of the Bidding Documents to potential Bidders, and receipt, deposit, and refunding (if applicable) of deposit funds for the Bidding Documents will be by the OWNER. Hard copies of Bidding Documents, if requested by the OWNER, will be invoiced as Additional Services. OWNER shall maintain a log of entities to whom Bidding Documents are distributed, including name of firm, address for deliveries, telephone number, contact person, and type of firm (i.e., prime contractor, subcontractor, equipment supplier, or other), and provide a copy of the distribution log to CONSULTANT as required. OWNER may also use a plan house (i.e. Avalon or similar) to assist with the bid phase at the OWNER'S expense.
 - d. *Distribution of Resource Data:* Sale or distribution of supplementary information or resource data that is not part of the Bidding Documents, such as the results of subsurface investigations, reports on potential Hazardous Environmental Condition at the Site if present, and resource drawings of existing facilities, if any, will be by the OWNER.
 - e. *Pre-bid Conference:* CONSULTANT shall attend one pre-bid conference and prepare minutes of the conference. Immediately following the pre-bid conference, CONSULTANT shall assist the OWNER in conducting a tour of the Site for potential Bidders.
 - f. *Addenda:* CONSULTANT shall receive potential Bidders' questions and prepare and issue up to three Addenda, as appropriate, to clarify, correct, or change the Bidding Documents. Distribution of Addenda shall be by OWNER.

- g. *Bid Opening*: CONSULTANT shall attend the bid opening.
 - h. *Bid Security*: Handling and return of bid securities to Bidders shall be by OWNER.
 - i. *Review of Bids and Recommendation*: CONSULTANT shall review and tabulate the Bids. Provide the bid tabulation, a summary of the results of CONSULTANT'S review of the Bids, and a recommendation letter to the OWNER relative to the award of the construction contract.
 - j. *Transmittal to Successful Bidder*: OWNER shall transmit the Notice of Award, Contract Documents, and electronic data protocol exhibit (if any) to the Successful Bidder for signature.
2. **Completion of Services**: CONSULTANT'S services under this task shall be fulfilled upon submittal to the OWNER of the recommendation letter on the results of the bidding.

3.3 Task 3 – Construction Phase Services

1. General:

- a. *Scope of Construction*: The scope of construction phase services shall be based on the improvements listed previously to be constructed under three prime construction contracts, to achieve completion and readiness for final payment of the Contractor.

2. Pre-Construction Services:

- a. *Contractor's Bonds and Insurance*: CONSULTANT shall obtain from the Contractor required bonds and insurance certificates; CONSULTANT'S review of the bonds and insurance will be as to form only. Upon completion of CONSULTANT'S review, the bonds and insurance certificates will be forwarded to the OWNER for review and acceptance.
- b. *Submittal Log*: CONSULTANT shall prepare a tracking log for submittals and Shop Drawings for the Project.
- c. *Pre-construction Conference*: CONSULTANT shall schedule, attend, and provide minutes for a pre-construction conference between the OWNER, the Contractor, and CONSULTANT. The conference will be held at the Site of the Project.

3. Construction Administration Services: The construction phase shall commence with the execution of the construction Contract for the Project or any part thereof and will terminate upon written recommendation by CONSULTANT for final payment to the Contractor.

- a. *Construction Meetings*: CONSULTANT shall schedule, attend, and provide minutes for construction progress meetings that will be held bi-weekly throughout construction of the project. CONSULTANT shall visit the Site on the same day of each construction progress meeting, unless otherwise directed by OWNER.
- b. *Contractor's Progress*: CONSULTANT shall review the Contractor's construction Progress Schedule submittals and prepare comments accordingly on a monthly basis.
- c. *Contractor's Submittals*: CONSULTANT shall review the Contractor's submittals of materials and equipment, test results, Supplier-furnished operations and maintenance manuals, and other submittals specified in the Project Manual, for

compliance with the design concept and take appropriate action, including but not limited to: “approved”, “approved as corrected”, “approved as corrected/resubmit”, “revise and re-submit”, “not approved”, and, for informational and closeout submittals, “accepted”, or “not accepted”.

- d. *Substitution and “Or Equals” Requests:* CONSULTANT shall review the Contractor’s requests for product substitutions and “or equals”; CONSULTANT may separately track the time and expense required for such reviews and invoice the OWNER for such reviews as Additional Services.
 - e. *Special Inspections:* CONSULTANT shall serve as the Coordinating Special Inspector and administer the quality assurance and special inspections program required in Chapter 17 of the New York State Building Code.
 - f. *Requests for Clarification:* CONSULTANT shall provide responses to the Contractor’s and OWNER’s requests for interpretation (RFI).
 - g. *Changes:*
 - 1) CONSULTANT shall review and make recommendation to the OWNER for approval of construction change issues and Claims. CONSULTANT shall prepare and maintain logs of change issues and Claims for the Project.
 - 2) CONSULTANT shall prepare up to 5 Change Orders (each Change Order may include more than one change issue).
 - 3) CONSULTANT shall provide up to 5 Work Change Directives for changes in the Work that the OWNER desires to authorize prior to reaching agreement with the Contractor on pricing and time. Work authorized under a Work Change Directive will, when completed, be incorporated into a Change Order.
 - 4) CONSULTANT shall provide up to 5 Field Orders to clarify the Contract Documents or make minor revisions to the Work not involving changes in the construction Contract Price or construction Contract Time.
 - 5) CONSULTANT shall provide up to 10 supplementary sketches to accompany Field Orders, Work Change Directives, or Change Order proposals requested from the Contractor.
 - j. *Contractor Applications for Payment:* CONSULTANT shall review and comment on the Contractor’s Schedule of Values submissions. CONSULTANT shall review the Contractor’s progress (monthly) and final Applications for Payment and provide written recommendation to the OWNER regarding payment.
 - l. *Substantial Completion:* CONSULTANT shall review the Contractor’s request for a certificate of Substantial Completion, attend with the OWNER and Contractor the Substantial Completion inspection, and prepare the certification of Substantial Completion for signature by the Contractor and OWNER.
 - m. *Contract Closeout:* Obtain and review as to form the Contractor’s final closeout documents. When the Work is eligible for final payment, provide to the OWNER and Contractor a notice of acceptability.
4. **Completion of Engineering Services:** CONSULTANT’S construction administration services will be fulfilled upon submittal to the OWNER of CONSULTANT’S recommendation for final payment to the Contractor.

3.4 **Task 4 – Resident Project Representative Services**

Under this task CONSULTANT shall provide Resident Project Representative (RPR) services:

1. General:

- a. *Hours Included:* CONSULTANT shall provide the services of a full time Resident Project Representative (RPR) an average of 40 hours per week from the date of Notice to Proceed to the date of substantial completion, which is anticipated to be approximately 18 months in duration. Proposal shall specifically state assumptions for total hours of RPR and chargeable rate.
- b. *Field Office:* OWNER shall provide temporary field office at the Site under the construction contract or provide an office to the CONSULTANT in an existing building. The office shall be equipped with utilities (water, sanitary, electricity, lighting, heating, air conditioning, telephone, and Internet service); and office equipment including furnishings.

2. RPR Services:

- a. *Observation:* When the RPR is at the Site, observe the Work to determine the progress, quality, quantity, and conformance of the Work in accordance with the construction Contract Documents.
- b. *Documentation:* RPR shall collect photographs and document in writing observations made for each day of Work that the RPR is at the Site. At minimum this will include a daily RPR Report.
- c. *Change Issues:* RPR shall review Contractor's proposals for, verify, and make recommendation regarding proposed or required changes in the Work.
- d. *Contractor Applications for Payment:* RPR shall review the Contractor's proposed quantities for progress and final payment requests, based on the quantities of Work put in place, and provide recommendation to OWNER.
- e. Meetings:
 - 1) The RPR shall attend construction progress meetings.
 - 2) The RPR shall attend construction coordination meetings when such meetings are necessary.
- f. *Substantial Completion:* Upon the Contractor requesting a certificate of Substantial Completion, the RPR shall review the request, schedule and attend the Substantial Completion inspection with the OWNER and Contractor, and prepare the official punchlist of uncompleted Work items. Punchlist shall be maintained and updated by the RPR as Work items are completed.
- g. Post-Substantial Completion:
 - 1) RPR shall revisit the construction Site periodically after Substantial Completion to review the Contractor's progress toward completing the punchlist Work.
 - 2) RPR shall obtain from the Contractor and review record documents.
 - 3) With the OWNER and Contractor, RPR shall make a final inspection of the completed Work.

h. *RPR Files*: At the end of construction, the RPR's files of submittals will be turned over to the OWNER for the OWNER's permanent records.

3. Completion of Services: RPR services under this Agreement will be fulfilled upon successful completion of the final inspection for the construction contract.

3.5 Task 5 – Record Drawing Services

CONSULTANT shall provide two-dimensional record drawings, developed from the Contractor's record documents, to reflect changes made during construction. Record drawings shall not require the signature or seal of CONSULTANT but shall include a record drawing stamp. CONSULTANT shall provide to the OWNER 3 sets of full-sized record drawings and one copy of record drawings in each of the following formats 1) AutoCAD 2023, and 2) Portable document format ("PDF"). Record drawing services shall be considered fulfilled upon submittal of the completed record drawings to the OWNER.

4.0 Availability of Existing Information

The CONSULTANT'S proposal shall be based upon the assumptions that original plans, reports, historical data, Operation and Maintenance manuals, and Operation and Maintenance budgets are available at the WWTP. A pre-proposal conference will be held at the OWNER's WWTP to show and describe the project. CONSULTANTS can contact Jason Koepsell, Superintendent of Wastewater/Water, to schedule any additional site visits to the facility for the purposes of preparing the proposal at the contact information provided at the end of this RFP.

5.0 References

The CONSULTANT shall submit a minimum of three (3) public agency references in which the CONSULTANT was engaged to perform tasks similar to those requested under this RFP. The references should include the name, title, and contact information of the public agency officer or employee for overseeing the CONSULTANT'S work in which the OWNER can contact to verify their qualifications.

6.0 Scheduling Constraints

6.1 OWNER Reviews

The OWNER will formally review the CONSULTANT'S work. The CONSULTANT shall allow seven (7) calendar days for OWNER'S review of submittals. The CONSULTANT shall be required to respond to comments made and to incorporate any needed changes into the documents within seven (7) calendar days following receipt of the OWNER'S comments.

6.1.1 Evaluation Criteria

Each proposal will be evaluated on the basis of the CONSULTANT'S expertise and experience with municipal WWTPs, cost, proposed schedule, staff allocated for this project, references, and experience with securing funding through state and federal agencies for previous projects.

6.2 Project Start Date

It is the OWNER’S intent to utilize the following schedule for completion of this project.

Milestone	Date
Accept Proposals from CONSULTANTS	[2/22/24: 4-6 weeks from issuance of RFP]
Award Contract to Successful Consultant	[4/16/24]
Execute Engineering Contracts and Issue NTP	[Approximately One Month]
Completion of Design and Submission to Authorities Having Jurisdiction	9-12 months
Review by Authorities Having Jurisdiction	2-3 Months
Advertise for Bidding	[After review by Authorities Having Jurisdiction]
Construction Contract Bid Opening	[6 weeks after advertisement]
Award Construction Contracts	[4-6 weeks after Bid Opening]
Construction Contract NTP	[6-8 weeks after award]
Construction Substantial Completion	[18 months after NTP]
Construction Final Completion	[2 Months after Substantial]

If your organization is interested, please submit via email a PDF of your proposal to JKoepsell@northtonawanda.org or four (4) copies at the following address by **3/22/24** :

North Tonawanda Wastewater Treatment Plant
 830 River Road
 North Tonawanda, NY 14120-5493
 Telephone (716) 695-8560

**Attention: Jason Koepsell
 Wastewater/Water Superintendent**