

April 23, 2020

Re: Request for Proposals
Kidder Ditch Drainage Study and Improvement

Dear Sir or Madam:

The City of Troy intends to conduct a hydraulic study for the Kidder Ditch between Deweese Road and Staunton Road (SR55). The intent is to select a firm who will work with the city on several phases of work over an extended period of time.

Scope of Services

Ditch maintenance on private property within the city limits has long been an area of contention with residents. While there are no areas that experience property damage due to flooding many property owners complain about increased water volume in ditches and temporary impacts of high water in adjacent roadways during some rain events. Because of pending and completed development upstream of the Kidder Ditch the city has received increased concerns from property owners in this area.

The channel of the Kidder Ditch contains locations with concrete bottoms and areas with natural bottoms. Historically the city has accepted maintenance responsibilities which primarily includes silt removal in ditches with concrete bottoms. All-natural bottom ditch maintenance is left to the property owners. Though we haven't always been consistent in the implementation of this policy.

The initial focus of the city is to have the selected firm conduct a hydraulic study of the Kidder Ditch between Deweese Road and Staunton Road (SR55) to confirm the peak flow and better define the work needed. Chosen firm will assist the city through needed permitting of an initial project and help to develop city policies that will better define resident and city responsibilities for ditch maintenance moving forward. We expect that this will also include creation of public education materials that can be used by city.

The anticipated scope of services includes the following tasks:

Phase 1 Preliminary Engineering/ Study

1. Kickoff Meeting/Project Management – Consultant shall hold a kick off meeting to coordinate project schedule, scope and budget with the City project team.
2. Evaluate Existing Information / Develop Design Criteria – Consultant will do necessary surveying, research of existing drainage and utility easements and review of FEMA study and stream stat data. Additional easements might be needed to provide sufficient access for better maintenance or construction.
3. Hydraulic Study - Complete a hydraulic model of the Kidder Ditch between Deweese Road and Staunton Road. Model should be used to confirm if peak flow data in FEMA study accurately reflects existing conditions. FEMA study denotes an overtopping of the bridges at Skylark, Maplecrest and Terry Streets during 10-year events but this is not typically seen even in a larger event. Street ponding does occur often at Finsbury Lane east of Nottingham Road as well as during higher rain frequency event on Stonyridge Ave. near Maplecrest Dr. due to catch basin outlets not being able to discharge into the Kidder Ditch.

4. Study will need to take into consideration the pending and constructed “oversized” detention basins within the Halifax Villas subdivision in the northern limits of study area.
5. Study data will be used to identify bottle necks within the Kidder Ditch and identify and prioritize CIP projects over the next several years with estimated costs for construction.
6. Attend up to two (2) public information meeting for residents along the Kidder Ditch to explain study results and proposed project implementation

Phase 2 Public education/Design

1. Assist city in establishing a policy to define their responsibilities for maintenance and other work related to ditches outside of the right of way within the corporation limits.
2. Create an education flyer and social media and website material to be used as general education of residents with properties along identified ditches.
3. City anticipates that Kidder ditch CIP projects could range from silt removal and cleaning to clearing and conversion of entire drainage easement width to better accommodate flow.
4. Design shall include project management with monthly update meetings.
5. The consultant will prepare the plans, technical specifications, and bid form to be used by the city in the preparation of contract documents for construction bidding. The consultant will provide a digital file of all drawings, along with any and all estimates, spreadsheets, specifications, specific general notes and quantities. All plans, drawings and specifications will become the property of the City of Troy. Consultant will prepare 50% and 90% design submittals for review by the City. Consultant will provide electronic copies in PDF format of both plans and specifications at each submittal. For each submittal, Consultant will meet with the City to discuss comments.
6. Consultant will provide cost estimates for each design submittal.
7. Consultant shall assist the City in applying for all permits and approvals required by law for this project. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies such as ODNR, US Army Corp of Engineers, FEMA, OEPA or others having jurisdiction over the construction documents and other services normally provided by the Consultant. The City will pay for any permit fees associated with reviews and submittals.
8. Consultant will assist the City with the bidding phase including but not limited to contractor solicitation, answering contractor questions, assisting with addenda, evaluating bids received, making contractor recommendations to the City and attending preconstruction meeting. City intends to provide all plans, specs and addenda in electronic format only to bidders at no cost

Phase 3 Construction phase services will not be included in the initial work contracted with the consultant, but may be added as an amendment to the design contract. Daily inspection will be provided by the City of Troy staff. Consultant should provide recommendations on construction phase services and an hour estimate for those services. Generally, construction phase services are anticipated to include the following:

1. Consultant will provide conformed drawings for construction.
2. Consultant will attend and facilitate the preconstruction workshop.
3. Consultant will provide document management for all submittals, including shop drawings, pay requests and RFI. Consultant will manage review of all submittals.
4. Consultant will provide special inspections and as needed inspection based on an allowance of hours, to be used only at the direction of the City.
5. Consultant will provide record drawings in electronic format and hard copy.

General Requirements

The City of Troy will provide access to the site as reasonably required to perform the services and will reasonably cooperate with the selected proposer as required to obtain the permits and approval necessary for implementation of the proposed program improvements.

All design shall be in conformance with current federal, state and local City of Troy law, requirements and standards.

Anticipated Project Schedule

RFP advertise Date	April 23, 2020
Proposals received from consultants	May 14, 2020 4:00PM
City review/recommendations	May 18- June 12, 2020
City Council Award of Contract	July 6, 2020
Study Phase	Aug -October 2020
Final Design including bidding	October 2020 – Feb. 2021

Proposal Content

Responses shall be limited to 25 pages total and shall include the following items:

1. Letter of Interest including a brief understating description.
2. Qualifications and work history of the firm and of any sub-consultants included in your project team for specialty items of design.
3. Past project experience of the firm in regards to the specific tasks to be performed. A list of similar projects completed by the team, including at least four references for similar size and type of project. References to include owner, project name, contact person’s name, title, address and phone number. Additional references may be requested.
4. Detailed schedule for the completion of those tasks within the project schedule identified above.
5. Identification of and resume of project manager, project engineer and all key personnel proposed for this project.
6. Current firm workload and projected workload over the anticipated project schedule and the percentage of a full-time commitment each project team member will have available for the project by phase.
7. Detailed description of the proposed tasks included in the scope of work to be completed.
8. Proposed man-hours for services rendered for Phase 1 work.
9. Any proposed or suggested alternatives to this Request for Proposal and/or any additional services anticipated or recommended (including associated hour estimates).

Any major deviation from these requirements may be cause for rejection of a firm’s submittal at the City’s discretion.

Criteria for Consultant Selection

Selection of the consultant will be based on the firm’s professional qualifications, experience ad expertise with consideration given to the following:

1. Understanding of all aspects of the project and potential problems which may be encountered as indicated by the proposal.
2. Experience with the City of Troy.
3. Experience with the successful completion of similar size and type projects.
4. Personnel assigned to and available for this project.
5. Proposed time schedule for completion of the required work.
6. Ability to complete the work to the satisfaction of the City of Troy in a timely manner.
7. Proposed man-hours required for each phase of work (preliminary design and detailed design).

Upon completion of the evaluation process, the City will select and rank the firms which it considers to be most qualified. The City will then negotiate a contract with the firm ranked most qualified to perform the required services. Interviews may or may not be scheduled to choose a consultant.

Submission of Proposal

Please submit proposal via e-mail no later than 4:00 pm on May 14, 2020. Three (3) hard copies of the proposal packages should be postmarked with same date. Address the proposal to:

Christy Butera, P.E.
Assistant City Engineer
100 S. Market Street
P.O. Box 3003
Troy, Ohio 45373-7303
Christy.butera@troyohio.gov

Note the outside of the envelope with "Request for Proposal-Kidder Ditch".

Please note: Included with the RFP are City of Troy insurance requirements, which the chosen consultant will be required to provide prior to entering into a contract with the City of Troy.

Any questions on this project or information contained in the Request for Proposal, please contact Christy Butera at (937) 339-2641.

Sincerely,

Christy Butera, PE
Assistant City Engineer

CC: Jillian Rhoades, City Engineer

**CONSULTANT REQUIREMENTS FOR
INSURANCE AND INDEMNIFICATION
CITY OF TROY, OHIO**

INSURANCE. A consultant shall maintain, at Consultant's expense, the following insurance at all times during the performance of services for the City of Troy, Ohio and shall provide certification evidencing such insurance:

Workers' Compensation in conformity with applicable law, at statutory limits, for its employees, and Employer's Liability Insurance with limits no less than \$1 million per occurrence;

Professional Liability (Errors and Omissions) Insurance with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate;

Automobile Liability Insurance covering any auto with limits no less than \$1 million per accident for bodily injury and property damage; and

Commercial General Liability (CGL) Insurance at least as broad as ISO Form CG 0001 covering bodily injury and property damage with limits no less than \$1 million per occurrence, \$2 million aggregate.

Additional Insured/Primary Insurance: The City of Troy, its officers, employees, volunteers and agents shall be additional insureds on the CGL coverage with respect to liability arising out of work or operations performed by or on behalf of Consultant. Such coverage shall be primary as respects the Additional Insureds and any insurance or self-insurance maintained by the Additional Insureds shall be excess of the Consultant's insurance and shall not contribute with it.

Any additional insurance for the Project obtained by the Consultant at the request of the City of Troy, Ohio shall be at the expense of the City of Troy, Ohio.

Claims Made Policies - If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, consultant must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.

Acceptability of Insurers – Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City of Troy and so stated prior to any agreement for services being executed.

Non-renewal, Cancellation, or Material Change of Coverage - Each insurance policy required above shall state that coverage shall not be cancelled, except with notice to the City of Troy, Ohio. If the consultant receives a non-renewal or cancellation notice from an insurance carrier providing coverage required herein, or receives notice that coverage no longer complies with the requirements herein, **consultant agrees to notify the City of Troy representative (indicated below)** by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written explanation of how coverage is no longer in compliance. Consultant shall cease operations on the occurrence of any such non-renewal, cancellation, or material change and shall not resume operations until providing proof that insurance is in force that complies with these requirements.

Notice Under These Requirements – Any notice needed under these requirements shall be made as stated to the “City of Troy, Ohio, Director of Public Service and Safety, 100 South Market Street, P O Box 3003, Troy, Ohio, 45373 – 7303.

Submittal of Certificates - The Consultant is required to submit all certificates of insurance at the same time the Consultant returns the signed Agreement to the City of Troy. The City will not execute an Agreement to authorize work without the certificates being submitted. City reserves the right to request complete, certified copies of required policies, including amendatory endorsements, at any time.

Certificates to be Kept Current - The Consultant is required to provide the City with current certificates during the term of provided services under the Agreement. (Note above stipulation related to Claims Made Policies.)

HOLD HARMLESS: To the fullest extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify the City of Troy, Ohio, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from all acts or omissions to act of the Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from City of Troy’s sole negligence or willful acts. Consultant will execute a Hold Harmless Agreement as part of the Agreement.

Note: By submitting a response to an RFQ, Consultant understand that, if selected, the Consultant must meet the City of Troy, Ohio Insurance and Indemnification requirements.

12-9-2014
Approved by MVRMA
Approved by Director of Law