

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

Geotechnical Services RFP

Elk River Slope Stability Analysis

West Virginia Water Development Authority

9/11/2018



RRP No.: GSRFP-01

Due Date and Time: October 2, 2018 @ 3:00pm

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY September 11, 2018

GEOTECHNICAL SERVICES

1.0 Invitation

1. The West Virginia Water Development Authority (WDA) requires the services of a geotechnical engineer (Engineer) to provide soil investigations for a slope evaluation.
2. The investigations shall include as a minimum: soil composition, soil stability, and an evaluation of the existing slope.
3. The results of the geotechnical analysis will be used to determine potential remediation and/or stabilization.

2.0 Location

1. The site is located at:
West Virginia Water Development Authority
1009 Bullitt Street, Charleston WV, 25301

3.0 Scope and Intention

1. The WDA requires the services of a geotechnical firm (Firm) to define the soil composition and existing slope stability conditions along the Elk River slope.
2. Our intention is to determine the condition of the existing slope.
3. A quote from ASTM:
 - 3.3.1 “ASTM's geotechnical engineering standards are instrumental in specifying, testing, and investigating the physical/mechanical properties and characteristic behaviors of surface and subsurface earth materials that are relevant to a construction project. Such earth materials include soil, dimension stones, slate, soil-cement mixtures, ground water, bituminous geomembranes, slurry, rock mass, aquifers, and geotextiles. These geotechnical engineering standards allow engineering firms and construction companies to examine the elastic characteristics, flow, and erosion behavior of the said earth materials to ensure safety and prevent unforeseen hazards related to the erection of civil structures.”

4.0 The subsurface investigation shall include a drilling program.

1. Shall include laboratory testing of soils including moisture content.
2. Shall include soil compositions.
3. Shall identify any stability areas and issues found which may impact the existing site and facility and/or land improvements (examples: parking lot, fences, etc.)
4. Shall identify erosion protection if required.
5. Shall identify any and all factors which may impact the existing site.

5.0 The slope analysis shall include a visual inspection.

1. Shall include a visual inspection of the existing slope conditions.
2. Shall identify any stability areas or issues found which may impact the existing facility and/or land improvements (examples: parking lot, fences, etc.)
3. Shall identify erosion protection if required.
4. Shall identify any and all factors which may impact the existing site.

6.0 Schedule

1. The work, including the report, shall be completed and submitted on or before **November 16, 2018.**
2. No work shall occur on October 3rd, 8th, 23rd, or November 1st, 6th, or 12th.
3. Work shall be conducted during business hours only, Monday thru Friday, 8am-4pm.

7.0 Overview of Services Required

1. Soil analysis to determine the existing subsurface soil conditions.
2. Slope stability evaluation and analysis.
3. Elevations of all bore holes.
4. Recommendation(s) of any and all remedial actions necessary, based upon the conclusion of the subsurface exploration and slope evaluation.
5. Estimated costs for any/all recommendation(s).
6. Characteristics detrimental to the existing site.
7. Characteristics enhancing the existing site.

8.0 Response Guidelines

1. Each proposal shall be printed on standard letterhead 8.5" x 11" paper, single sided.
2. Shall contain the title "Elk River Slope Stability Analysis".
3. Shall identify the project team members and experiences.
4. Shall identify any sub-contractors or support services not employed by the Firm of proposal.
5. Shall include at least three (3) references of projects of a similar nature, including their contact information.
6. Shall submit three (3) bound copies of the proposal for consideration.
7. Shall include a completed Services Proposal Form (attached).
8. Shall be enclosed in a sealed envelope, with the identification of the RFP No. (shown on the cover sheet). It is the proponent's responsibility to the address indicated before the closing date and time. Any and all proposals received after the closing date and time will not be considered.
9. Any interested Firm may contact the WDA to schedule a visit of the area of interest, at the location listed in Section 2.0, prior to the bid closing date and time.

9.0 Proponent Credentials

1. Shall submit a list of the team members, their project responsibilities and their credentials.
2. Shall submit a list of projects completed of a similar nature and value.
3. Shall submit a letter of good standing from Workers Compensation.

4. Shall submit a copy of the general liability insurance related to the work required.
5. Shall submit evidence of the Engineer's license in the State of West Virginia.
6. Shall be properly licensed for business with the State of West Virginia and City of Charleston and shall be responsible for payment of any and all fees and taxes, required by State and local law with respect to this contract. The WDA is exempt from sales tax, and a tax-exempt certification will be provided to the selected Engineer upon request. **Copies of current State and City (if required) Business Licenses shall be provided with the proposal.**

10.0 Proponent's Agreements

1. To complete all work in a timely manner.
2. Employees of the Engineer shall conduct themselves in a businesslike and professional manner at all times.
3. Shall be responsible for contacting MISS UTILITY OF WEST VIRGINIA, and any/all other utility service provider(s), concerning the area to be disturbed.
4. The Engineer shall be responsible for all supervision required to satisfactorily perform the requirements of the contract and shall not engage or use services or sub-contractors without prior written approval from the WDA.
5. To communicate all work activities to the WDA designee(s).
6. To work in a diligent manner respecting neighboring properties business activities.
7. Prevent, to the extent possible, any damages to the existing pavement and fencing.
 - 10.7.1 The Engineer shall be responsible for any breakage, damage, and/or loss of equipment or supplies through negligence resulting from performance of contract duties.
 - 10.7.2 Any and all damages to the WDA property shall be repaired equivalent to existing by the Firm at no additional charge to WDA. Prompt notification must be made to the Executive Director of the WDA within three (3) days, except in emergency situations, prior to proceeding with work.
8. Shall provide all labor, tools, equipment, safety equipment, supplies and services necessary to perform the project scope and restore the disturbed area to the pre-mobilization conditions.
9. Shall comply with all safety instructions regarding operation of equipment, and to supply and wear protective equipment where and when necessary. The Engineer shall exercise safety precautions at all times to prevent injury to him/herself or others.
10. To maintain all information as confidential, and not to release any information to any third party. Any and all such information request shall be directed to the WDA who will respond accordingly.
11. Comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

12. Comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5).
13. The Firm shall be required to abide by all Federal, State, and/or local regulations with regard to equal employment opportunity.
14. The Firm shall be required to abide by all applicable regulations established by the Department of Labor, with regard to payment of employees, work hours, and all other pertinent regulations governing employees.
15. To protect the site, the proponent works, and the public from all work activities. This shall include, but not limited to the proper safety measures, signage, any and all other activities during the work period.
16. To save harmless the WDA of all work activities.
17. The Firm shall indemnify and hold harmless the WDA, its employees and agents for and against any and all liabilities, claims, demands, costs and expenses of every kind and nature, including attorney's fees, arising from injury, death or damage of any person, property or business sustained for any reason resulting or arising from the performance of this contract.
18. To ensure the work site is restored to the pre-mobilization site conditions.
 - 10.18.1 Backfilling all drill holes in a safe and stable manner.
 - 10.18.2 Patching all drill holes in asphalt pavement.

11.0 Communications During RFP Period

1. Address all communications to the West Virginia Water Development Authority designee(s) identified as:
 - 11.1.1. All questions shall be in writing and/or email and are subject to review before responses are issued.
 - 11.1.2. Any and all questions shall be received and addressed a minimum of 48 hours in advance of the closing date and time.
 - 11.1.3. All communications may be subject to posting to all proponents.
 - 11.1.4. The proponent has the right and responsibility at all times to notify the WDA by email or writing of any ambiguity, divergence, error, omission, oversight or contradiction contained within the RFP as it is discovered, or to request an instruction, decision or direction which may be required to prepare its proposal.
 - 11.1.5. Verbal responses to any inquiry should be communicated with the WDA designee(s):
 - Brandon Crace (304) 414-6500 (ext. 121)
 - Or other(s) upon WDA decision
2. Any and all addendum, if necessary, will be issued in writing to the proponents.

12.0 Conditions

1. Neither the WDA nor the agency's designee(s) identified assumes any responsibility or liability to the proponents for its involvement in the RFP process or the proponent's submission.
2. There is no legal obligation of the WDA or its agent(s) of any resulting or submitted proposal.
3. Notwithstanding any custom, usage or agreement in the industry or trade or any other policy or practice to the contrary, WDA issuance of the RFP and the Proponents submission of a proposal in response does not act to create a contract between the proponent and the WDA.
4. No proponent shall have any claim for any inconveniences or expense of any kind, or damages of any kind whatsoever from the WDA or its designee(s) as a result of participating in this RFP and by submitting a proposal each proponent shall be deemed to have agreed it has no such claim.

13.0 Confidentiality

1. RFP documents, including any attachments and appendices, may not be used for any purpose other than the submission of a proposal. By submitting a proposal, the Engineer agrees to public disclosure of its contents, subject to the provision of the West Virginia Freedom of Information Act.

14.0 Conflict of Interest

1. The proposal must include a discussion of the Proponent's perception of "conflict of interest". This must include the Proponent's anticipation of any current or future projects which may contravene conflict or contradict this RFP proposal and work objectives having an impact on the proponent's ability to deliver the services requested and responded to, within the proponent's proposal submission.
2. No member, officer or employee of WDA, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract that may be issued as a result of this contract.

15.0 Disqualification

1. Proponents may be disqualified and not receive any further consideration where the/it:
 - 15.1.1. The WDA reserves the right to reject any or all proposals and to waive any informality in the bidding. Withdrawal of bids prior to and subsequent to the bid-opening deadline shall be permitted.
 - 15.1.2. It is found, at WDA sole discretion, the proponent's proposal contains substantially incomplete, false or misleading information or a conflict of interest.
 - 15.1.3. A proponent has failed to meet or has not submitted a proposal in accordance with the RFP instruction and procedural requirements.
 - 15.1.4. The proponent fails to cooperate in any attempt by the WDA to verify any information provided by the proponent.

15.1.5. The proponent has tried to communicate or influence any of the WDA staff or affiliates to enhance or quantify or qualify the proponent's proposal.

15.1.6. The proponent does not submit the proposal on time as noted.

16.0 Proposal Rejection

16.1.1. The WDA reserves the right to accept or reject any and all proponent submissions or cancel or withdraw the RFP process at anytime or for any reason, and may, in its sole and absolute discretion, waive any non-conformance or non-compliance with the requirements specified in this RFP.

17.0 Proposal Alteration

17.1.1. Proposals submitted must be final and may not be altered by any subsequent offerings, discussions or commitments unless the proponent is expressly requested in writing to do so by the WDA.

18.0 Liability for Errors

18.1.1. The WDA, its officers, directors, staff, agents or affiliates shall not be held liable or accountable for any error or omission in any part of this RFP or the proponent's response, or failure to respond.

19.0 Opening of the RFP Responses

19.1.1. This will not be a public opening of any proponent proposals.

20.0 Selection Process

20.1.1. The proposals will be evaluated on schedule, firm, team, and methodology. The WDA reserves the right to reject proposals for not complying with the terms of the RFP. The WDA reserves the right not to select any proposals.

21.0 Agreement and Award

21.1.1. Following the evaluation process, a preferred proponent will be notified and shall be required to meet with the WDA regarding the details of the project.

21.1.2. Should, in opinion of the WDA, negotiations fail to result in the execution of an agreement in a timely manner with the preferred proponent, the WDA reserves the right to negotiate with other proponents who submitted proposals in response to the RFP.

22.0 Project Documents and Intellectual Property

22.1.1. The proponent's response and geotechnical reports may be issued to an engineer and contractor at a future date.

22.1.2. The proponent submitted reports will become the property of the WDA and may be used on future development projects or research for additional future projects, at the sole discretion of the WDA.

23.0 West Virginia Water Development Authority (WDA) Contact Information

1. All enquiries and submissions must be directed to:

Brandon Crace, Project Manager
West Virginia Water Development Authority
1009 Bullitt Street
Charleston, WV 25301
Phone: (304) 414-6500, Ext. 121
Email: bcrace@wvwda.org

EVALUATION CRITERIA

All proposals will first be evaluated on their compliance to all sections of this Request for Proposal. Compliant proposals will be further evaluated based on experience and references.

24.0 See page 9 for Schedule A – Proposal Form

West Virginia Water Development Authority Geotechnical Services Proposal Form

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

LEGAL COMPANY NAME	
ADDRESS	
PHONE	
E-MAIL	
FAX	
NAME OF PERSON SIGNING FOR COMPANY	
POSITION OF PERSON SIGNING FOR COMPANY	

I/We, the undersigned, having examined the attached Request for Proposal for Geotechnical Services, and having read, understood, and accepted the conditions outlined in the Request for Proposal, each and all of which form a part of this proposal, hereby offer to supply Geotechnical Services in strict accordance with the conditions hereto attached and as outlined in this proposal.

AUTHORIZED SIGNATURE

DATE