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TOWN OF NORTH HEMPSTEAD
DEPARTMENT OF PUBLIC WORKS

285 DENTON AVENUE
NEW HYDE PARK, NY 11040
(516) 739-6710
FAX (516) 739-6717

Commissioner
PAUL J. DiMARIA, P.E.

Deputy Commissioner
JILLIAN GUINEY, P.E.

June 12, 2015

Re: Request for Letter Proposal
Rehabilitation of Court Lighting at Tully Park
New Hyde Park, NY 11040
DPW Project No. 15-06

Dear to whom it may concern,

The Town of North Hempstead, Department of Public Works is requesting a proposal from your firm in regards to the Rehabilitation of Court Lighting at Tully Park. Project Bid Documents have been prepared and will be issued in summer of 2015 for public bidding. A site plan is attached to this RFP.

The services requested of your firm would be the following:

1. Provide construction administration/management services throughout project completion. Construction administration/management services will include but not limited to; shop drawing review, review of project change orders and contractor payment applications, regulatory compliance needs, and part time inspection services. Estimated part time inspection services is 350 hours to complete project.

Please forward your response regarding your interest in performing this work, including a Letter Fee Proposal for completion of the work with details regarding your technical approach and fee. Your fee shall be a "Not-to-Exceed" fee based on hours billed by only technical personnel. All administrative and clerical costs must be included in your billing rate or multiplier. The proposal must contain a task by task cost summary with estimated hours of effort. Also provide detail regarding the length of time which will be required to complete the project.

Proposals shall be delivered (three hard copies with electronic copy) to this office, the Department of Public Works by June 26, 2015 at 3:30 pm.

Note that the following conditions apply to this RFP:

1. There is no express or implied obligation for the Town to reimburse responding firms for any expenses incurred in preparing proposals in response to this RFP, and the Town will not reimburse such expenses.

2. During the evaluation process, the Town reserves the right, where it may serve the Town's best interest, to request additional information or clarification from a proposer, or to allow corrections on non-material errors or omissions or waive non-material requirements.

3. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town and the firm selected.

4. The Town reserves the right, as best serves its interest, to change the due date for receipt of proposals.

5. The Firm selected to perform the services requested in this letter will be required to execute an agreement with the Town for the services on the Town's standard form. The selected firm will be required to, to the fullest extent provided by law, defend and indemnify and save harmless the Town from claims, suits, action, damages and costs of every nature, kind, name and description resulting from the negligent performance of the services. Such defense and indemnity shall not be limited by reason of enumeration of any insurance coverage provided by the firm. Negligent performance of service shall include, in addition to negligence founded upon tort, negligence based upon the firm's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Nothing shall create or give third parties any claim or right of action against the firm or the Town beyond those provided by law. In addition, the selected firm will be required to procure and maintain during the term of any such agreement, with a a carrier holding an "A" rating from AM Best Company, or its equivalent, and furnish certificates of insurance evidencing its procuring, the following insurance policies:

a. Commercial General Liability insurance covering the liability of the firm, and indemnifying and holding harmless the Town, its agents, employees and representatives from any and all lose and/or damage arising out of the performance of the services with a combined single limit (bodily injury/property damage) of One Million Dollars ($1,000,000). The Town shall be name as additional insured on said policy.

b. Professional Errors and Omissions insurance in the minimum of One Million Dollars ($1,000,000). The Town shall be named additional insured in such policy.

c. Automobile Liability combined single limit of One Million Dollars ($1,000,000). The Town shall be named additional insured in such policy.

d. Excess Liability in the form of umbrella form of Four Million Dollars ($4,000,000). The Town shall be named additional insured in such policy.

e. Worker's Compensation insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law §57(2); and

f. Disability benefits insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law §220(8).

Please contact me if you have any questions or require any other information.

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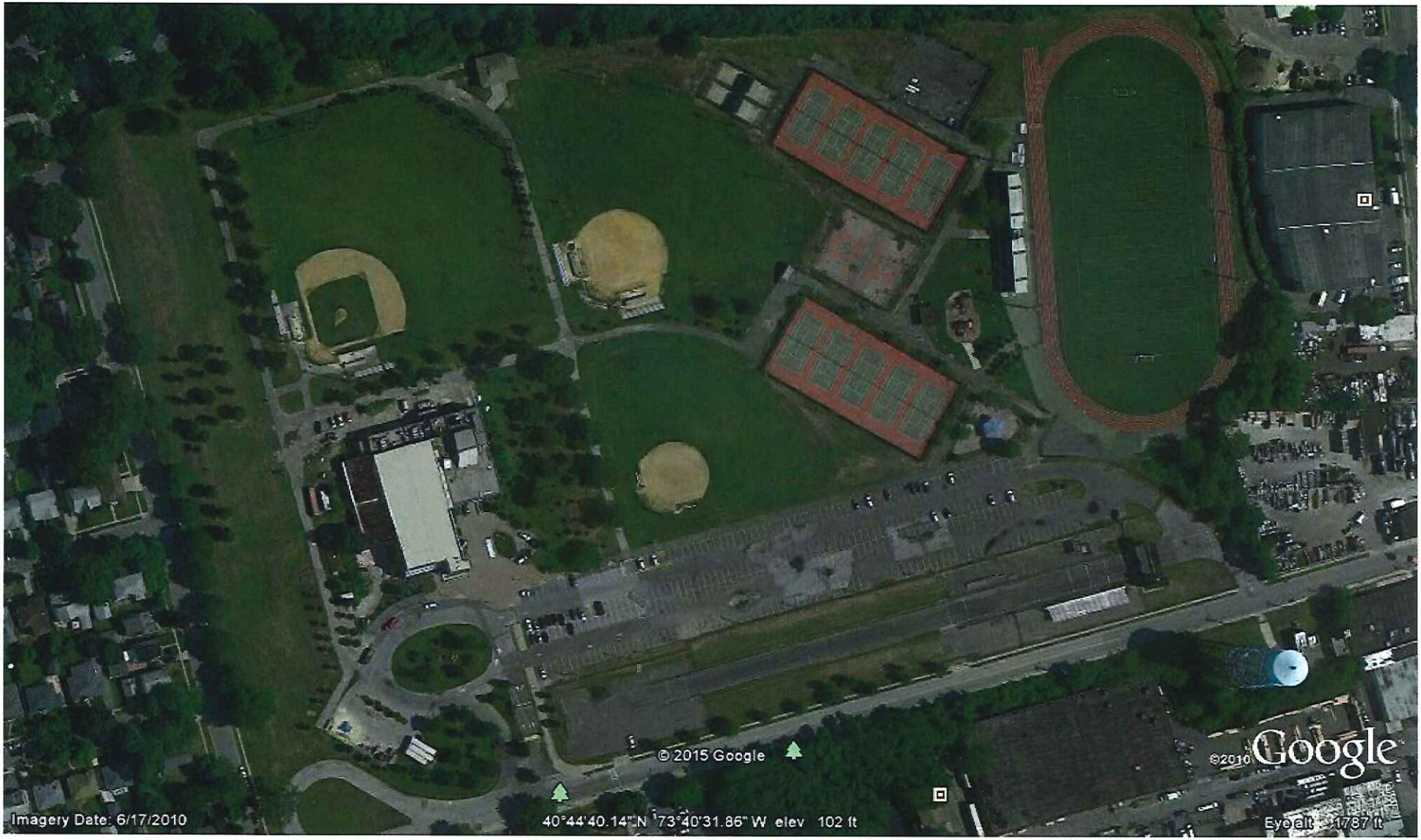
Sincerely,

Paul J. DiMaria, P.E.
Commissioner

Cc: Jill Guiney
Cc: Rob Fazio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