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**TOWN OF NORTH HEMPSTEAD
DEPARTMENT OF PUBLIC WORKS**

**285 DENTON AVENUE
NEW HYDE PARK, NY 11040
(516) 739-6710
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Commissioner
PAUL J. DIMARIA, P.E.

Deputy Commissioner
JILLIAN GUINEY, P.E.

12/30/2014

Re: Request for Letter Proposal
Professional Engineering Services for Repairs at Michael J. Tully Park Aquatic Activity Center
New Hyde Park, New York
DPW Project No. 15-01

To whom it may concern:

The Town of North Hempstead, Department of Public Works is issuing this Request for Proposal ("RFP") for the necessary repairs to Michael J. Tully Park Aquatic Activity Center as a result of Hurricane Sandy.

As a result of Hurricane Sandy, high winds and heavy rain caused extensive damage to the building. Wind, water, and electrical power surges compromised the reliability and functionality of the building. The existing coping, gutter system and skylights were damaged due to high winds, while power surges caused damage to the building's systems and controls.

Post Sandy, the Town made interim emergency repairs to keep the building operational but long term improvements are necessary to extend useful life of building. Long term improvements to include but are not limited to:

- a) Skylight repairs above fitness area.
- b) Coping replacement to prevent water infiltration.
- c) Roof repair/replacement of main building.
- d) New controls for lower level sump pump.
- e) Repair/replacement of monitor display boards for sub and lower level dehumidification units, DH1, DH2, DH3, DH4, DH5, and DH10.
- f) Repair/replacement of controls for natatorium dehumidification units, DH6 and DH7.
- g) Assessment of main pool control panel.
- h) Repair/replacement of methane detection system (+/- 21 sensors).

Furthermore, the hurricane revealed the existing building generator is inadequate to service the loads required to power the necessary mechanical systems for the building during loss of utility power. As a mitigation measure, the Town recommends replacing existing generator with a new +/- 350 KW generator to address the emergency needs of the facility.

The Department of Public Works wishes to engage the services of a consultant to evaluate existing building conditions and provide recommendations how to remedy.

The services requested of your firm shall include the following:

1. Evaluate existing exterior and interior building conditions (skylights, roofing, coping, gutter systems, etc.).
2. Evaluate existing controls for mechanical, methane detection, and pool systems.
3. Evaluate existing generator and power requirements for building.
4. Provide recommendations how to remedy/improve existing conditions.
5. Four (4) meetings with DPW representatives to discuss project design and/or site visits.
6. Prepare preliminary plans for Town to review.
7. Provide construction cost estimate and schedule to implement improvements.
8. Prepare and finalize design/bid documents for proposed work (Construction plans and specifications. Specifications will follow Town Boiler Plate format).
9. Conduct pre-bid activities up to contract award, respond to contractor questions and prepare any addenda necessary, review and evaluate of bid proposals.
10. Construction services including part time inspection, shop drawing review, construction phase meetings, contractor payment review and regulatory compliance needs.
11. Identify additional tasks/field testing necessary to fulfill project requirements.

Please forward a response to this office regarding your interest in performing this work. Proposals shall include a fee proposal for completion of the work with details regarding your technical approach and fee. The fee shall be a "Not-to-Exceed" fee based on hours billed by only technical personnel. All administrative and clerical costs shall be included in your billing rate or multiplier. The proposal must contain a task by task cost summary with estimated hours of effort. Furthermore, proposal must include project specific organizational chart and resumes of appropriate staff. The proposal shall also include a schedule of completion of the project, with detail regarding the length of time which will be required to complete the design phase and a projection of the duration of the construction period.

Please provide the Town with your proposal by January 30, 2015, 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 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 loss 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 named 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, P.E. - TONH

