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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.

March 14, 2016

Re: Request for Letter Proposal
Project Labor Agreement Feasibility Study
Improvements at Clinton G. Martin Park Facility
1650 Marcus Ave., New Hyde Park, NY 11040
DPW Project No. 15-15

To whom it may concern,

The Town of North Hempstead, Department of Public Works is requesting a proposal from your firm to perform a Project Labor Agreement (PLA) feasibility study for the improvements at Clinton G. Martin ("CGM") Park Facility.

The CGM facility consists of a main office building, a 630,000 gallon main pool, a 15,000 gallon wading pool, sub level mechanical room, chlorine room, men's and woman's locker rooms, lifeguard offices, a concession stand, and tennis courts. Scope of work will consist of but not limited to; Replacement of pool mechanicals, piping, and controls, modifications to existing men's and woman's locker rooms, enhancing the main deck area, and replacement of pool site lighting and tennis court lighting. The anticipated construction costs for this project is approximately $10 to $15 million dollars.

Consultant will provide following services:

Task 1. Project Labor Study

- Consultant will furnish a study of the advantages and disadvantages of the use of a PLA during construction of project. The study will include:

  a) Review the collective bargaining agreements of each union to be involved with the project.
  b) Analyze historical data on the use of PLA's in the region in terms of cost savings, continuity of work, coordination of work, safety, expediency of construction.
  c) Provide an analysis of the opportunities under a PLA for providing employment for qualified women and minority-owned businesses.
  d) Review of available project documents and cost estimates for an understanding of trades involved in the project and associated labor costs.
  e) Conduct a comprehensive cost analysis. Cost analysis to inform potential cost savings entering a construction contract under a PLA, rather than Wicks Law.
  f) Prepare an Executive Summary detailing whether entering into a PLA for the project with the Local Building Trades will actually facilitate a timely and cost effective project and serve the best interest of the special district and Town of North Hempstead.

Task 2. Negotiation and Execution of PLA

- If the Town of North Hempstead chooses to move forward with a PLA for the project, the consultant will be asked to negotiate that agreement for use by the Town of North Hempstead. The consultant to outline the process undertaken to negotiate the PLA with the local trade unions. Once executed, the consultant will work with current design team to incorporate the PLA into the project bid documents.

Task 3. Bidding and Construction Period of PLA

- The consultant will provide support during the bidding and construction period of this project related to the PLA. Responsibilities will include:

a) Attend pre-bid meetings to answer any questions regarding the PLA.
b) Attend in pre-construction/construction progress meetings as needed (Consultant to assume 100 hours necessary to complete this task).
c) Advise of possible jurisdictional disputes and special labor issues that may impede the progress of the project (Consultant to assume 25 hours necessary to complete this task).

d) Resolve disputes with labor unions (Consultant to assume 25 hours necessary to complete this task).

Please list any other tasks required with the administration of the PLA process.

Please forward your response regarding your interest in performing this work, including a Proposal for completion of the work with details regarding your technical approach, qualifications, project team, 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 schedule to complete each respective task as stipulated in RFP. It is anticipated that construction will commence in September 2016.

Proposals shall be delivered (three hard copies with electronic copy) to this office, the Department of Public Works by Friday, April 1, 2016 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 Di

Paul J. DiMaria, P.E.
Commissioner

Cc: Jill Guiney
Cc: Rob Fazio