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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.

1/16/15

Re: Request for Letter Proposal
Professional Engineering Services for Development of Debris Management Areas at North Hempstead Beach Park
and Michael J. Tully Park.
DPW Project No. 15-02

To whom it may concern:

The Town of North Hempstead (TONH), Department of Public Works is issuing this Request for Proposal
("RFP") for development of debris management areas at North Hempstead Beach Park and Tully Park.

North Hempstead Beach Park, formally known as Bar Beach and Hempstead Harbor Park, is located in Port
Washington on the eastern side of West Shore Road. As a result of Hurricane Sandy, the park's 2.02 acre parking
area was utilized as a debris transfer and staging area (The attached photo illustrates the area being utilized as a
staging area during October and November 2012 period). The additional loading from accumulated debris and
heavy equipment movement caused extensive damage to the existing pavement lot. Large areas of the lot settled
and subsided, causing cracks and gaps in the asphalt. Furthermore, use of heavy equipment loading and hauling
away material resulted in scrape marks, depressions, and imprints on existing pavement. Please note, TONH
removed light poles situated in parking area to reduce interference with equipment during stockpiling and debris
disposal. The light poles have not been replaced.

Tully Park, situated on a former landfill, is located in the incorporated village of New Hyde Park at 1801
Evergreen Avenue. Like North Hempstead Beach Park, the park's parking area was also utilized as a debris
transfer and staging area which caused extensive damage to the lot.

After Sandy, TONH patched areas to allow the parking area be safely utilized by public. However, the repairs
performed are a temporary fix and the existing lots remain in poor condition. To utilize these lots as storm debris
transfer areas for future storm/flood events, long term improvements need to be evaluated. Long term
improvements include but are not limited to;

- 1) Pavement replacement suitable for debris management activities.
- 2) Utility relocations.
- 3) Area lighting.
- 4) Modification of ingress and egress of areas.

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

The services requested of your firm shall include the following:

1. Evaluate existing conditions of parking areas (Perform core samples to determine existing thickness of existing pavement conditions).
2. Evaluate all underground utilities (electric, drainage, sewer, etc.)
3. Evaluate existing lighting conditions of parking areas.
4. Provide recommendation how to remediate areas suitable for debris management activities.
5. Provide construction schedule and estimates to implement remedies.
6. Four (4) meetings with DPW representatives to discuss project design and/or site visits.
7. Design new debris management areas, relocation of new utilities (if needed), and new lighting.
8. Prepare preliminary plans for Town to review.
9. Prepare and finalize design/bid documents for proposed work (Construction plans and specifications. Specifications will follow Town Boiler Plate format).
10. Conduct pre-bid activities up to contract award, respond to contractor questions and prepare any addenda necessary, review and evaluate of bid proposals.
11. Construction services including full time inspection, shop drawing review, construction phase meetings, contractor payment review and regulatory compliance needs.
12. Prepare and file all applicable permits (Identify permits in proposal).
13. Identify additional tasks/field testing necessary to fulfill project requirements.

Please note, consultant to analyze debris management areas as two independent sites. All fees and estimates shall be itemized for each respective site in proposal.

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 February 13, 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

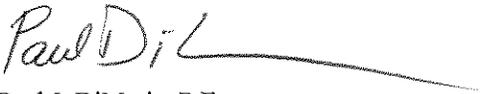
and costs of every nature, kind, name and description resulting from the negligent performance of the services. Such defense and indemnity shall not be limited by reason of enumeration of any insurance coverage provided by the firm. Negligent performance of service shall include, in addition to negligence 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

