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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**



Acting Commissioner
VICTOR THOMAS, R.A.

November 2, 2022

Re: Request for Letter Proposal for Professional Services for
Construction Inspection/Management Services
Replacement of Track and Turf Field at Michael J. Tully Park
New Hyde Park, NY
DPW Project No. 19-17 CM

To Whom It May Concern:

The Town of North Hempstead Department of Public Works is issuing this Request for Proposal (RFP) for inspection services which will be required during the construction phase for the above referenced project. Project bid documents have been prepared by LiRo Engineers, Inc., 3 Aerial Way, Syosset, NY. Project bid documents are anticipated to be issued for bid next month. A copy of the bid documents are available at the office of Department of Public Works for review.

The Town will require services of a consultant during the construction phase of the Replacement of Track and Turf Field at Michael J. Tully Park. Scope of services for construction will be limited to construction inspection services.

If your firm is interested in responding to this Request for Proposal, your response must be addressed to:

Victor Thomas, R.A. – Acting Commissioner
Town of North Hempstead, Department of Public Works
285 Denton Ave.
New Hyde Park, NY 11040

Three (3) bound copies and one (1) electronic copy of your proposal are to be provided, all submissions must be received at the Department of Public Works office no later than Friday, December 9th, 2022, 1:00 pm and shall be based upon the general information and scope of services provided herein.

Scope of Services

Tully Park is located on the former Denton Avenue Landfill, which dates to the early 1950s. The landfill was reportedly excavated to a depth of approximately 45 feet below grade and filled

with solid waste. Landfill operations ceased in 1963 and the landfill waste informally capped with soil. Any excavation within the limits of the Park will likely expose waste.

An impact report has been submitted to the New York State Department of Environmental Conservation (NYSDEC). A Health and Safety Plan has been approved by the NYSDEC for this project.

The Town is seeking, at a minimum, the following services to be performed:

1. Review of plans and specs prior to start of construction
2. Attend a pre-construction meeting including the contractor, design engineer, and Town representatives.
3. Assist the Town and design engineer with approval of subcontractors and worker Health & Safety Plan, specifically the plan approved by the NYSDEC. The Contractor's work will include working in confined space, in spaces subject to methane accumulation and working within the waste mass of a former landfill.
4. Review and respond to proposed change order work and RFIs from Contractor.
5. Attend bi-weekly progress meetings with the contractor and Town representatives, prepare and distribute meeting minutes (It is estimated 12 project meetings will be required).
6. Resolve field related issues including site visits by engineers, if required.
7. A full time inspector will be present during field construction activities when the Contractor is actively working. The inspector will perform full time construction inspection, record quantities of materials removed and delivered to the site and confirm that work is completed in accordance with the contract documents. It is anticipated the construction phase of the project will take 6 months to complete, not including project closeout. Hours are estimated to include 800 hours of inspection.
8. Provide photo documentation and prepare daily field reports and daily logs, including all documentation required by the NYSDEC.
9. Perform SWPPP inspections and reports.
10. Review any material testing data.
11. Review regulatory compliance needs.
12. Inspector will be responsible for estimates of completed work and preparation of contractor payment requisitions.
13. Report to the Town on project status including schedule and any issues impeding progress of the project.
14. Perform any regulatory compliance needs associated with permitted work.
15. Perform closeout tasks including preparation of punch list, review & acceptance of As-Built drawings and close out documents, issue certificate of completion letter for final release of retainage.
16. Identify any additional tasks necessary to fulfill project requirements.

The consultant shall estimate project work time to include services from review of documents pre-construction, up to the completion of punchlist items and close out documentation. The Contractor's contract allows for a 180-calendar day construction period.

Requirements

The Consultant shall demonstrate that it has relevant experience in performing project of comparable scope, particularly as it pertains to construction work on an existing landfill. Each proposal shall be prepared concisely and avoid the use of elaborate promotional materials beyond those sufficient to provide a complete and accurate presentation.

Proposals shall include a fee proposal for completion of the work described 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 and adhere to the Town's proposed schedule for a completion of the project. The proposal must include a project specific organizational chart and resumes of appropriate staff. The successful consultant shall identify similar projects and related experience in projects of similar scope.

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 the following insurance coverage during the term of any such agreement with the Town, and furnish certificates of insurance evidencing its procuring the following insurance policies with a carrier holding an "A" rating from AM Best Company, or its equivalent:

- 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).

Method of Selection of Awardee

The Town representatives will evaluate each proposal received with emphasis on the following factors:

- Demonstrated relevant experience in performing projects of comparable value and scope to the work contemplated in this RFP
- Concept, methodology and approach
- Reasonableness of fees and costs
- Expertise and technical approach
- Quality of project teams overall organizational strength
- References and reputation

Notwithstanding any other provisions of this RFP the Town reserves the right to select the proposal that best meets the requirements of the RFP and not necessarily the lowest bidder. Further the Town reserves the right, for any or no reason and in its sole and absolute discretion to amend, in whole or in part, this RFP, withdraw or cancel this RFP, or to accept or reject any or all proposals prior to the execution of a contract with no penalty to the Town.

Notice of Award

The Town shall inform the consultant that they have been selected by means of a Notice of Award issued pursuant to a resolution adopted by the Town Board. Neither the selection of a Proposer nor the issuance of Notice of Award shall constitute a binding commitment on behalf of the Town to enter into any contract with the Awardee, as any binding arrangement must be set forth in definitive documentation negotiated between and signed by the Awardee and the Town.

The Town shall enter into contract negotiations with the Awardee. Contract negotiations will include the scope of services for the project. Fees shall be based upon the hourly rates and other

information provided by the Awardee in their proposal. The Contract may contain provisions not identified or described herein. The Town shall enter into a written contract with the selected proposer in a form satisfactory to the Town Board.

Sincerely,

Victor Thomas, R.A.
Acting Commissioner

DISCLOSURE FORM

The signatory of this questionnaire certifies under oath the truth and correctness of all Statements and of all answers to interrogatories hereinafter made.

Provide answers to each of the following and supporting documentation, where necessary:

1. **Adverse Equal Opportunity Determinations:** Identify all adverse determinations against your Company/Corporation/Partnership, or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of state, Federal or municipal equal opportunity laws or regulations.

2. **Convictions and Unscrupulous Practice:** Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever been cited for unscrupulous practice, or been convicted of any crime or offense arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business, or has any of your Company/Corporation/Partnership's officers, director or persons exercising substantial policy discretion ever been convicted of any crime or offense involving business/financial misconduct or fraud? If so, describe the convictions and surrounding circumstances in detail.

3. **Pending or Threatened Actions/Suits:** Describe any past or present action, suit, proceeding or investigation pending or threatened against your Company/Corporation/Partnership including, without limitation, any proceeding known to be contemplated by government authorities, private parties, or current or former clients.

4. **Criminal Misconduct:** Has your Company/Corporation/Partnership, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business which is still pending, or has any of the Company/Corporation/Partnership's officers, directors or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, describe the indictments or charges and surrounding circumstances in detail.

5. **Conflicts of Interest:** disclose any of the following, and describe any procedures your Company/Corporation/Partnership has, or would adopt, to assure the Town that a conflict of interest would not exist in the future):
 - (a) Any material financial relationships that your Company/Corporation/Partnership or any Company/Corporation/Partnership employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

(b) Any family relationship that any employee of your Company/Corporation/Partnership has with a member, employee, or official of the Town or that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

(c) Any other matter that your Company/Corporation/Partnership believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

6. **Financial Disclosure:** Submit with this Disclosure Statement Form, any one of the following three items:

(a) a financial statement, prepared on an accrual basis, in a form which clearly indicates: Bidder's (1) assets, liabilities and net worth; (2) date of financial statement; and (3) name of firm preparing statement.

(b) a letter of credit reference from a recognized bank or financial institution; or

(c) a certified copy of a credit report from a recognized credit bureau, such as Dun and Bradstreet or TRW.

THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT ANY PROPOSAL THAT FAILS TO INCLUDE COMPLETE DISCLOSURE STATEMENT FORM.

Dated at _____, this _____ day of _____, 20_____.

(Signature, if Individual)

By: _____
corporation)

(Seal, if

(Signature)

Print Name: _____

(Legal Business Name of Company/Partnership/Corporation)

Print Title: _____

[MANDATORY AFFIDAVIT(S) AND ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]

-----**(Affidavit for Individual)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is an authorized representative of the Bidder/Proposer; b) he/she has read all statements and answers to this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) the attached letter of credit/certified copy of credit report or financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and b) all of the foregoing qualification information is true, complete, and accurate.

-----**(Affidavit for Partnership)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is a member of the partnership of _____, b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said partnership showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and d) all of the foregoing qualification information is true, complete and accurate.

-----**(Affidavit for Corporation)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is _____ of _____ (Full Legal Name of Corporation); b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said corporation showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete and accurate.

-----**(Acknowledgement)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that he/she is _____ of _____ (Name of Bidder) that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf of () himself/herself: () said partnership; () said corporation.

Sworn to before me this _____ day of _____, 20_____, in the County of _____, State of _____.

My commissioner expires:

(Notary Public)

NONCOLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

I, hereby certify under the penalties of perjury that the foregoing statement is true.

By:

Proposer's Signature	Date
Print Name	Title
Legal Name of Individual or Business Name of Company/Partnership/Corporation	Proposer's Federal Tax Identification # (Do Not Use SS#)
Address	Email Address

[MANDATORY ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]

-----**(Acknowledgment for Individual)**-----

STATE OF)
 ss.:
COUNTY OF)

On _____, 20____ before me personally came _____ to me known,
and known to me to be the individual(s) described in, and who executed the foregoing NONCOLLUSIVE
PROPOSAL CERTIFICATION, and duly acknowledged to me that s/he executed the same.

(Notary Public)

My commission expires:_____

-----**(Acknowledgment for Partnership)**-----

STATE OF)
 ss.:
COUNTY OF)

On _____, 20____ before me personally came _____ to me
known, who, by me duly sworn, did depose and say that deponent resides at _____;
that deponent is a member of the partnership described in and which executed the foregoing NONCOLLUSIVE
PROPOSAL CERTIFICATION; deponent is authorized to sign the foregoing NONCOLLUSIVE PROPOSAL
CERTIFICATION.

(Notary Public)

My commission expires:_____

-----**(Acknowledgement for Corporation)**-----

STATE OF)
 ss.:
COUNTY OF)

On _____, 20____ before me personally came _____ to me
known, who, by me duly sworn, did depose and say that deponent resides at _____
that deponent is the _____ of the corporation described in, and which executed the foregoing
NONCOLLUSIVE PROPOSAL CERTIFICATION, that deponent knows the seal of the corporation, that the seal
affixed to the NONCOLLUSIVE PROPOSAL CERTIFICATION, is the corporate seal, that its was affixed by order
of the board of _____ the corporation; and that deponent signed deponent’s name by like order.

(Notary Public)

My commission expires:_____