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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**



April 19, 2023

Re: Request for Proposal
Professional Engineering Services associated with Outfall Pipe Repairs/Replacements
DPW Project No. 23-06

The Town of North Hempstead, Department of Public Works is requesting a proposal from your firm associated with the evaluation, permitting, and preparation of construction bid documents for outfall structure repairs/replacements at various Town locations.

Drainage outfall infrastructure at the following locations have been identified to be compromised and require rehabilitation/replacement:

Locations:

- 1) Intersection of Alladin Ave. and Denton Ave., New Hyde Park – Cracked Outfall/Interconnect.
- 2) Intersection of Herricks Rd. and Lafayette St., Garden City Park (North of Hillside Ave.) - Cracked Outfall/Interconnect.
- 3) Main Street, Port Washington (North of Town Dock) - Cracked Outfall Pipe.
- 4) Main Street, Port Washington (South of Town Dock) – Two (2) Locations, one (1) Crushed Outfall Pipe, one (1) Cracked Outfall Pipe.
- 5) Central Blvd. (South of Wilton St), New Hyde Park – Cracked Outfall/Interconnect.
- 6) North Hempstead Beach Park (adjacent to existing fishing pier) – Cracked Outfall Pipe.
- 7) Intersection of Searingtown Rd and Wheatley Ave., Albertson – Cracked Outfall/Interconnect.
- 8) Intersection of Shoreview Rd. and W Shore Rd., Manhasset – Two (2) Locations, one (1) Cracked Outfall Pipe, one (1) Crushed Outfall Pipe.

Overall Site plans of identified infrastructure and locations are attached to RFP. The Consultant may utilize existing documentation/information provided by Town, however no material that is supplied by Town shall be considered as 'existing and/or as-built conditions' and utilized for design work. All existing conditions must be field verified and confirmed by Consultant utilizing whatever means as necessary.

Federal funds have been obligated to the Town for repair/replacements of identified outfalls. The consultant will be responsible for working with Town officials and State/Federal reps to secure appropriate funding to complete proposed scope of work.

The consultant is solely responsible for providing Contract Documents that represent the most accurate, current, as-built existing conditions for the project.

The services requested of your firm shall include the following:

1. Review existing Town and County GIS data and documentation associated with identified locations.
2. Site location evaluation/inspection. Consultant will be responsible for performing an inspection of each identified outfall pipe and associated infrastructure. Consultant will be responsible for confirming ownership, documenting locations, sizes, and inverts for all outfall infrastructure identified in RFP. Photo documentation of existing conditions at all locations shall be inclusive of this task.
3. Provide camera inspection for all structures identified and associated interconnecting pipe (if applicable). The intent of camera inspections is to confirm outfalls and interconnecting pipe are free from obstructions. **An allowance not-to-exceed \$20,000 shall be appropriated for this task.**
4. Prepare recommendations of repair/replacement for all outfall/infrastructure locations identified in RFP.
5. Perform survey services as required for basis of design to implement recommended repair/replacements.
6. Prepare, file, and secure all necessary permits. The Consultant shall identify all required permits in proposal including, but not limited to; New York State Department of Environmental Conservation (NYSDEC), Army Core of Engineers (ACOE), and Department of State (DOS). **Consultant to identify if any additional jurisdictional agency permits are required (i.e. Nassau County). Any permits required by Nassau County Department of Public Works shall be inclusive of this task.**
7. Consultant shall assist the Town Planning Department with all required SEQR documentation.

8. Preparation of budgetary construction estimates (CEF Format) and anticipated construction duration to implement recommended repair/replacements. The CEF estimate shall be broken down by each respective location.
9. Preparation of Construction Documents/sketches for recommended improvements at all locations, including technical specifications following the Town's Boiler Plate format. All proposed work shall comply to all applicable Codes and Regulations. The consultant will furnish all applicable files in printed and electronic, CAD files format to Town prior to bid solicitation phase. It shall be assumed, recommended repairs/replacements for all locations will be bid concurrently as one (1) scope of work.
10. Attend up to five (5) meetings with DPW and Town representatives to discuss project design and updates.
11. Fifty (50) hours in total shall be allocated for meetings/communication with State and Town officials to review scope of work and secure funding for project.
12. Conduction of pre-bid activities up to contract award; this will include response to contractor questions and preparation of addenda, if necessary, evaluation of bid proposals including reference check and recommendation regarding award.
13. Construction administration Services. Under this task, the consultant will provide services including but not limited to: Shop drawing/submittal review, preparation of documents/sketches as required during construction phase. **No construction management/inspection services will be required under this scope of services.**

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 engineering fee shall be provided as a "**Lump Sum**" basis. Consultant to include matrix indicating anticipated number of hours to complete each task to support fee amount. All administrative and clerical costs shall be included in your billing rate or multiplier. The proposal shall include specific organizational chart and resumes of appropriate staff. Also provide a schedule for 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.

Provide your proposal to the Town of North Hempstead Department of Public Works (three hard copies with an electronic copy) by **Friday, May 19, 2023 at 3:00 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.

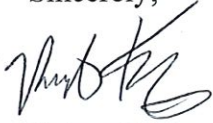
e. Worker's Compensation insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board

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).

Contact our office with any questions or if you require other information pertaining to this RFP.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Fazio", written in a cursive style.

Robert Fazio,
Assistant to the Commissioner of Public Works

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: _____
(Seal, if corporation)

(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 _____.

(Notary Public)

My commissioner expires:

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.

My commission

expires: _____
(Notary Public)

-----**(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.

My commission

expires: _____
(Notary Public)

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

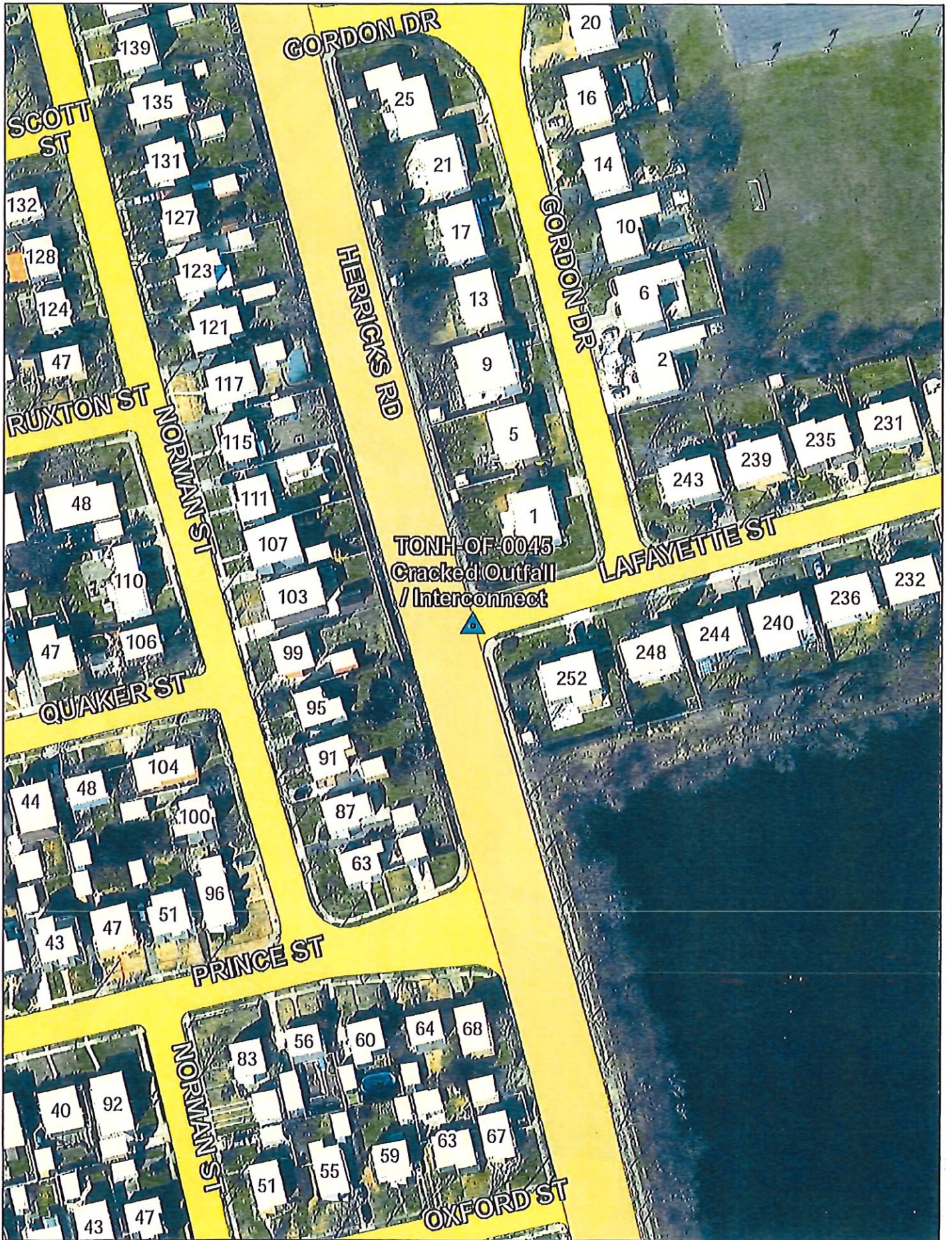
STATE OF _____)
) ss.:
COUNTY OF _____)

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.

My commission

expires: _____
(Notary Public)





SCOTT ST

GORDON DR

GORDON DR

HERRICKS RD

RUXTON ST

NORMAN ST

LAFAYETTE ST

QUAKER ST

PRINCE ST

NORMAN ST

OXFORD ST

TONH-OF-0045
Cracked Outfall
/ Interconnect

139
135
131
127
123
121
117
115
111
107
103
99
95
91
87
63

25
21
17
13
9
5
1

20
16
14
10
6
2

132
128
124
47
48
110
47
106

44
48
104
100
96
43
47
51

83
56
60
64
68
51
55
59
63
67

231
235
239
243
236
232
252
248
244
240

40
92
43
47



TONH-OF-0081
Cracked
Outfall



MAIN ST

COVERT ST

341

347

350

358

366

6

8

10

12

14

3

1

5

7

9

13

11

334

329

325



TONH-OF-0030
Crushed
Outfall

TONH-OF-0107
Cracked
Outfall

395

403

405

411

413
415

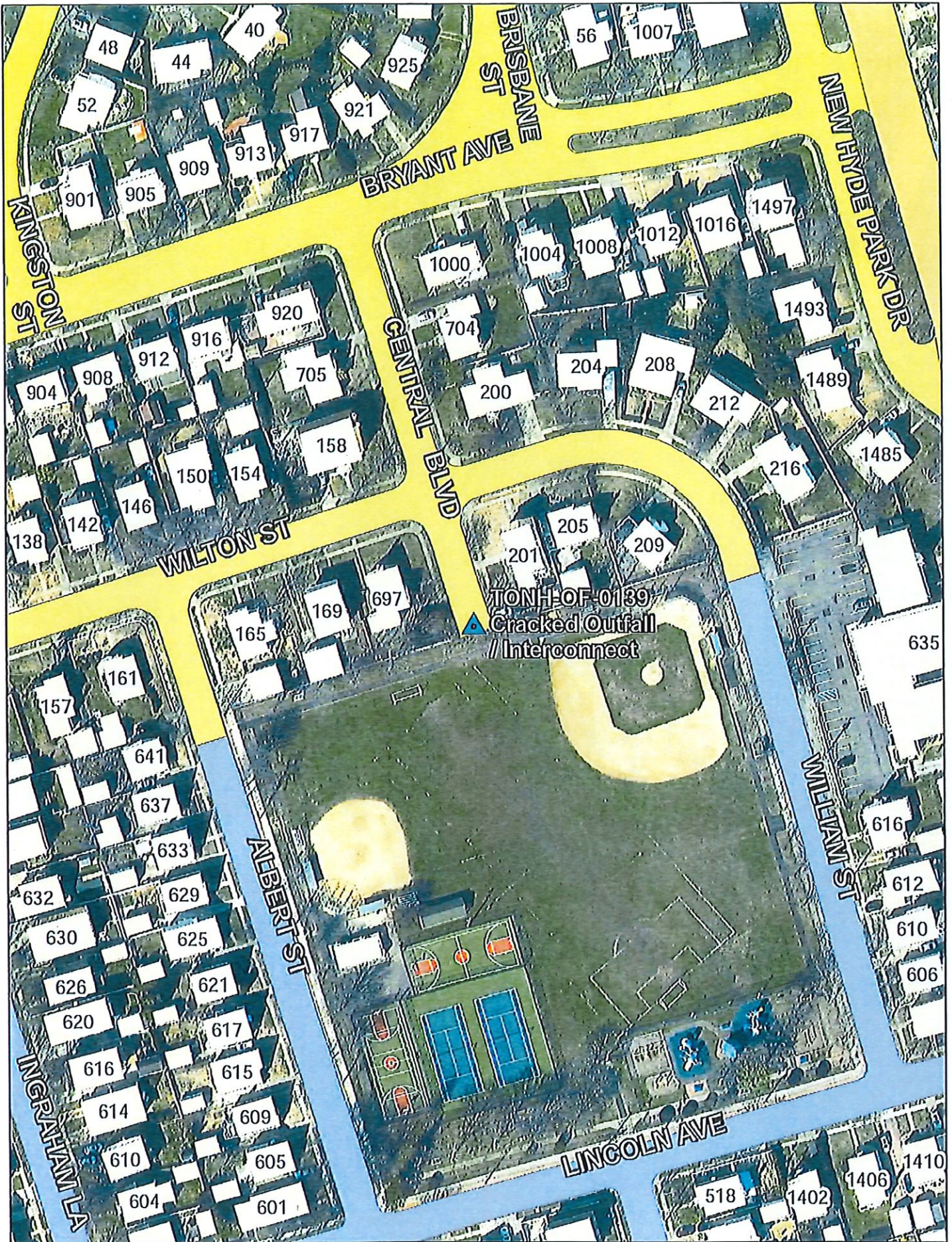
433

439

451

MAIN ST

2ND AVE



BRISBANE ST

BRYANT AVE

NEW HYDE PARK DR

KINGSTON ST

CENTRAL BLVD

WILTON ST

TONH OF 0139
Cracked Outfall
// Interconnect

ALBERT ST

WILMET ST

LINCOLN AVE

INGRAHAM PL

48 44 40 925 921 917 913 909 905 901

56 1007

1000 1004 1008 1012 1016 1497

904 908 912 916 920 705 158

704 200 204 208 212 1489

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635

157 161 641

637 633 632 629

616 612

630 625 626 621

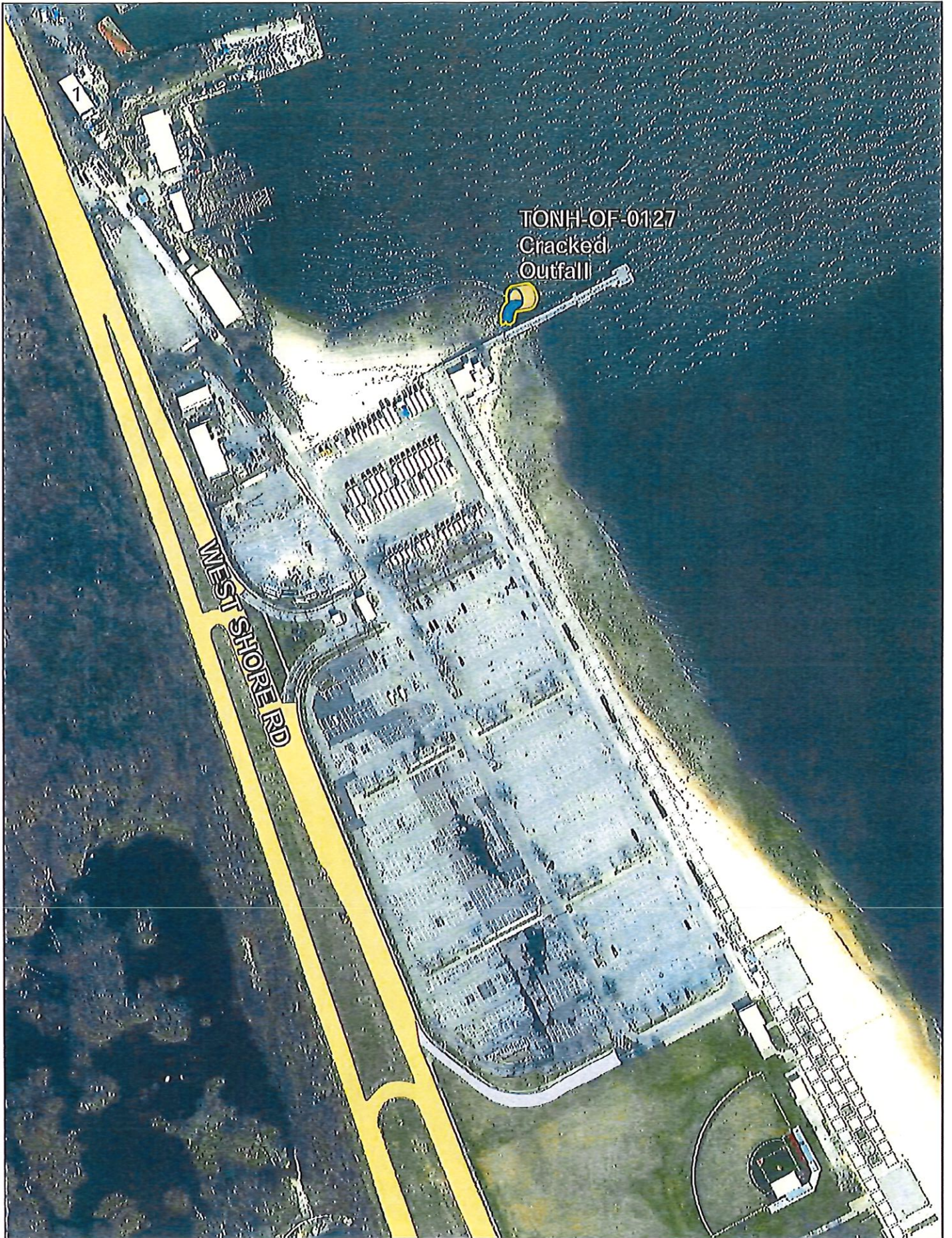
610 606

620 617 616 615

614 609 610 605

604 601

518 1402 1406 1410



7

WEST SHORE RD

TONH-OF-0127
Cracked
Outfall





HUGHES PL

WOOD AVE

SEARINGTOWN AVE

SEARINGTOWN RD

LEE AVE

WHEATLEY AVE

TONH-OF-0172
Cracked Outfall
/ Interconnect

SAMPSON AVE

SEARINGTOWN RD

EVANS AVE

PIPER DR



6

4

2

9

TONH-OF-0082
Crushed
Outfall

TONH-OF-0190
Cracked
Outfall

157

151

145

139

131

SHOREVIEW RD

160

152

148

142

136

45

W SHORE RD

38

39

33

27

HOMWOOD DR

26

40

21

34

28

15

9