

**VILLAGE OF ASHAROKEN
SUFFOLK COUNTY, NEW YORK**

**REQUEST FOR PROPOSALS
For
Seawall/Shoreline Rehabilitation Project**

Deliver sealed Proposals to: Village of Asharoken
1 Asharoken Avenue
Northport, NY 11768

Deliver sealed Proposals by: 12PM Friday April 12 2024

Submit inquiries via email to: Village Clerk – Michelle Glennon
1 Asharoken Avenue
Northport, NY 11768
Email: mglennon@asharokenny.org

Submit inquiries by: 3:00 pm on Friday March 15, 2024

Pre-Proposal Conference: At project site on Thursday February 29th 2024 10AM



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NOTICE TO RESPONDENTS

TAKE NOTICE, that sealed Proposals will be received by the Village Clerk at the Village of Asharoken Village Hall, on or before 12PM Friday April 12th 2024 for.

"Seawall/Shoreline Rehabilitation Project"

Proposal Packages will be available online beginning Friday, February 16th at 12 PM. at Asharoken.com or by contacting the Village Clerk at mglennon@asharokenny.org. A proposal packet will be available for inspection by the public at Village Hall, 1 Asharoken Avenue, Northport, NY 11768, Monday through Friday (except holidays) between 9:00am to 3:00pm. Prospective bidders are encouraged to download or print the packet from the website herein listed or by email from the Village Clerk, as no copies will be made for distribution by the Village.

PLEASE NOTE: Each proposal must be submitted to Village Hall in a sealed envelope clearly marked **"Seawall/Shoreline Rehabilitation Project"** with your company name. **Proposals will remain sealed until the scheduled opening.**

Respondents must comply with all Federal, State, and local laws.

The Village Board of the Village of Asharoken reserves the right to waive any informalities in bids received, and/or reject any or all proposals.

INSTRUCTIONS TO RESPONDENTS

The Village of Asharoken invites engineering consultants, Consultant, to submit their Proposals for “**Seawall/Shoreline Rehabilitation Project**”. Proposals must be submitted per these instructions.

1. Proposal Format

All of the following materials shall be provided to the Village by proposers to represent a complete Proposal response:

- a. Transmittal Letter: a transmittal letter on the prime consultant’s letterhead signed by a corporate officer or authorized agent of the Proposer’s firm. The transmittal letter must state the contact person for the firm, including name, phone number, and email address.
- b. Required Forms: proposers shall return only the pages with the sidebars, with the information requested on the pages completed.
- c. Qualifications:
 - Proposed Staffing and Organizational Chart: provide a project Organizational Chart showing proposed key staff members and provide supporting resumes for same. Only provide resumes for key staff members, junior level support staff is not required. Indicate any Consultants and diversity teaming partners (MWBE/SDVOB) and percentage of participation.
 - Firm Qualifications: including a firm profile, background, and history, statement of abilities, example projects, and the like.
- d. Technical Approach: Provide a description indicating the proposer’s understanding of the project and their technical approach or work plan. See the attached section for Technical Scope of Services that outlines the services that will be required by the proposer to complete the project.
- e. Financial Statement: Provide the prime consultant’s most recent financial statement.
- f. Fee Proposal: Provide a fee proposal following the template provided and supply backup information for each lump sum fee line items, including a breakdown by task of staff titles, billing rates, and hours.

One original and four (4) copies must be contained in a sealed envelope marked “**Seawall/Shoreline Rehabilitation Project**”. The original must contain dry ink signatures. Additionally, one (1) digital media disc or USB flash drive containing an electronic copy of the completed Proposal in Portable Document Format (PDF) must be submitted. Respondents who do not submit at least one original Proposal with dry ink signatures and one electronic copy of their completed Proposal may be disqualified.

Respondents must provide ALL INFORMATION requested on the PAGES CONTAINING SIDEBARS. There will be no public opening of the Proposals. Proposals will be treated as confidential until a contract is awarded or recommended for award.

INCOMPLETE SUBMISSIONS MAY BE REJECTED!

- It is the prospective respondent's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned or noted in the Proposal.
- If a question is not applicable, indicate by writing "N/A" in answer space.
- All Respondent's Qualification questions must be answered.
- General Municipal Law forms must be signed.
- Proposals in one original and 4 copies are required in a sealed envelope or package from each prospective respondent. Refer to Section 2 above. Each original Proposal shall be signed and dated by an official authorized to bind the respondent. Unsigned original Proposals may be rejected. In addition to paper copies of the PROPOSAL, prospective respondents shall submit one complete and exact copy of the PROPOSAL on a CD-ROM or USB flash drive in Adobe Acrobat format. Prospective respondents shall make no other distribution of its PROPOSAL to other Village officials or consultants. Each PROPOSAL page shall be numbered for ease of reference. The CD-ROM or USB flash drive copies of the PROPOSAL shall have labels clearly identifying the company submitting the PROPOSAL.
- Proposals that contain any omission, erasure, alteration, addition or that contain irregularities of any kind may be rejected.
- In the event your bid is submitted untimely, in accordance with the instructions herein, the Village's procurement policy, your purported PROPOSAL will be considered untimely and will not be considered.

2. Questions During the Public Advertisement Period

Prospective respondents should carefully review this solicitation. Questions concerning this RFP must be posed and sent to the e-mail address provided on the cover page. The date limitations for posing questions will permit the Village to issue any necessary corrections and/or addenda to this RFP in time for all prospective respondents to react by adjusting their PROPOSAL, if needed. A summary of all questions from prospective respondents and Village responses to those questions will be distributed to all prospective respondents. Prospective respondents that receive this RFP from any source other than as stated herein, and wish to assure receipt of any addenda or additional materials

related to this RFP, should immediately visit Village Hall and obtain an official copy from the Village so that the RFP addenda and other communications related to this procurement can be sent to them.

Prospective respondents are prohibited from communicating directly with any Village employee except as specified in this RFP, and no Village employee or representative other than the Village is authorized to provide any information or respond to any questions or inquiry concerning this RFP. Prospective respondents may contact the Village solely via email. Prospective respondents that fail to conform to this requirement may be disqualified from participation in this procurement.

3. Accommodations for Persons with Disabilities

The Village may provide reasonable accommodation, including the provision of informational material in an alternative format, for qualified prospective respondents with a disability. Prospective respondents requiring accommodation shall submit requests in writing, with supporting documentation justifying the accommodation, to the Village. The Village reserves the right to grant or reject any request for accommodation.

4. Proposal Confidentiality

Proposals will be treated confidentially until either a contract is awarded or recommended for award. Late Proposals are not acceptable and will be returned unopened to the sender. Errors in the proposal or non-responsive proposals may be corrected by the respondent during the negotiation process. Prospective respondents are advised that they should endeavor to submit responsive, error-free proposal on time because failure to do so may result in rejection of their proposal.

5. Rejection of Proposals

The Village Board reserves the right to reject any PROPOSAL if the information submitted in the Responder's Qualifications statement or an investigation of such responded fails to satisfy the Village Board that such respondent is properly qualified to carry out the obligations of a Contract and to complete the work contemplated therein.

The Village Board reserves the right to reject any and all Proposals, in whole or in part, to waive any information in any or all Proposals, and to accept the PROPOSAL or part thereof which it deems most favorable to the Village after all Proposals have been examined and/or checked. No bid shall be withdrawn for a period of forty-five (45) days after being received.

6. Method of Award

All Proposals will be compared based on the totality of the presentation in the Proposals. The Village reserves the right to award a Contract to the respondents who, in the Village's sole determination, offer Proposals that outline the most efficient and effective plan for the required services in the best interest of the Village. Additional information may be requested for any given respondent.

Following the date and time when Proposals are due, the envelope or package containing the PROPOSAL from each respondent will be opened by Village personnel. The opening of the Proposals is not open to prospective respondents or the public. Proposals are subject to change, clarification and negotiation following the receipt date; therefore, the Proposals will be treated as confidential until a resultant contract is awarded or when a recommendation is made to award a contract. See selection process information below.

7. Selection Criteria

All PROPOSAL's will be reviewed, evaluated, and scored in accordance with the following scoring system:

A. Qualifications and Experience: 35 Points

Based on the Proposer's background and history, experience and expertise relevant to this specific assignment, financial viability, and references.

B. Project Team/Staffing: 20 Points

Based on the Proposer's staffing, including relevant experience and expertise, organization of the project team, history of completing similar successful projects with team members.

C. Technical Approach: 30 Points

Based on the Proposer's understanding of the project, strategies, and technical approach for completing the project.

D. Fee: 15 Points

8. Selection Process

The Village Board will review the submitted proposals. Each proposal will be scored in accordance with the Selection Criteria listed above. Each proposal will then be ranked and the highest ranked firm will be contacted and may be asked for an interview or a presentation to the Board prior to selection.

9. Term of Contract

This is an RFP process. Upon selection of a Consultant, the term of the Contract shall be from the date of execution of the Contract by the Village Board or their designee and shall expire two (2) years thereafter. The Village shall have the option to renew each contract for the amount of time, in its sole discretion, the Village deems necessary.

10. Method of Payment

Payment terms shall be negotiated between the Village and the successful respondent and included in the Contract.

11. Contract

This entire RFP package, comprised of the Title Page, Table of Contents, Notice to Respondents, Instructions to Respondents, Specifications, Proposal Forms, General Municipal Law, and Respondent's Qualifications shall become part of the complete Contract upon award of a Contract. These materials shall be appended to the final contract document as negotiated between the Village and the successful respondent, and, together with that contract document, shall comprise the complete Contract.

12. Village's Reservation of Rights

The Village reserves all rights with respect to this RFP including, but not limited, to the following:

- Postpone or cancel the RFP
- Reject any or all submittals
- Request clarification of any submitted information
- Waive any informalities or irregularities in any PROPOSAL
- Not enter into any contract
- No Select any firm
- Cancel this process at any time
- Amend this process at any time
- Interview respondents prior to award
- Enter into negotiations with one or more respondents
- Award more than one contract if it is in the best interest of the Village
- Issue similar solicitations in the future
- Request additional information from prospective respondents

The Village may make such investigations as the Village deems necessary to determine the responsibility of any respondents or to verify the ability of any respondents to perform the

professional services specified herein. The Village reserves the right to reject any Proposal if the information requested by the Village is not submitted as required or if the information submitted by or the investigation or any respondent fails to satisfy the Village that the respondent is responsible or is qualified and capable of carrying out the obligations of the Contract.

Upon acceptance of a Proposal, the Village shall, by letter, officially notify the successful responder(s) of said acceptance and, prior to award of a Contract, enter into negotiations with the successful respondent. The Village retains the right to withdraw from such negotiations with the successful respondent and to rescind its acceptance of the successful respondent's PROPOSAL should the Village be unable to conclude the negotiations within thirty (30) business days following the official notification of acceptance.

Once negotiations have been completed, the Village will pass a resolution awarding a Contract, and the successful respondent will be required to sign the Contract and provide evidence of insurance for any additional documentation required by the Village. If the successful respondent refuses, fails, or neglects to sign the Contract or provide the evidence of the required insurance or any other documentation required by the Village within ten (10) business days of receipt of the Notice of Award from the Village, the respondents shall be considered to have abandoned the Contract, and the Village shall have the right to rescind the award of the Contract.

The Village shall not be liable for any costs, expenses, or losses, including, without limitation, loss of business opportunity, claim or incurred by any party in connection with preparation or submission of a PROPOSAL in response to this RFP, or otherwise in connection with this RFP or its modification, postponement, or cancellation. All Proposals become the property of the Village upon submission.

13. Insurance

Proposers shall carry the following insurance policies and limits:

- a. **Worker's Compensation Insurance** - Before performing any work on the Contract, the Consultant shall secure compensation insurance for the benefit of his employees who are to provide labor or services under this contract, in compliance with the provisions of the Worker's Compensation Law of the State of New York.
- b. **Comprehensive General Liability** - Before commencing work at the site(s), the Consultant shall procure General Liability insurance with not less than two million dollars (\$2,000,000) combined single limit per occurrence, for bodily/personal injury and property damage. The Village must be named additional insured on the policy to cover liability assumed by the Consultant. The policy

must be maintained during the life of this Agreement. The policy shall protect the Consultant performing work at the site, from claims for property damage and/or bodily injury, including death, which may arise from operations under this contract, whether such operations by him/her or anyone employed by Consultant. The liability policy must include all of the above requirements plus premises/operations, independent contractors, contractual, and broad form of property damage.

- c. **Professional Liability Insurance** - Coverage shall be as broad as CNA DESIGN PROFESSIONALS - 1-87503-A (ED 8/83), or equivalent, covering as insured the Consultant, with a limit of liability of not less than two million dollars (\$2,000,000).
- d. **Indemnification** - To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Village and the Village's officers, directors, partners and employees from and against claims, costs, losses and damages, including reasonable attorney fees, resulting from the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, agents Consultants and subcontractors in the performance and furnishing of Consultant's services under this agreement, provided that such claim, cost, losses and damages are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom.

The Consultant shall forward certificates of insurance to the Village immediately upon contract award.

The Consultant shall be solely responsible for providing the Village with updated insurance certificates for the life of this Consultant agreement.

In the event of a lapse of coverage and/or expiration of said insurance certificates, the Village reserves the right to suspend all payments to the Consultant until such coverage has been re-established, and current insurance certificates have been provided to the Village.

Insurance cannot be canceled or modified lower without written notice given to the Village thirty (30) days in advance of such a change. All changes require approval of carriers and on forms acceptable to the Client and must be in accordance with the terms and conditions of the Prime Agreement.

14. Iran Divestment Act

By submitting a PROPOSAL in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, respondent (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Respondent Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, respondent is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should Village of Asharoken receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, Village of Asharoken will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then Village of Asharoken shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

Village of Asharoken reserves the right to reject any PROPOSAL, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

15. RFP Schedule

The following is the tentative schedule for award of the contract:

RFP Publish Date	February 15 th 2024
Pre-Proposal Meeting	February 29 th 2024 10AM
Deadline for Questions	March 15 th 2024 3PM
Deadline for Answers	March 29 th 2024 3PM
Proposal Due Date	April 12 th 2024 12PM
Shortlist Interviews	May 15 th 2024
Selection	June 15 th 2024
Completion Date	January 31 st 2026

TECHNICAL SCOPE OF SERVICES

VILLAGE OF ASHAROKEN **SEAWALL/ShORELINE REHABILITATION PROJECT**

GENERAL INFORMATION

The Village of Asharoken hereby requests formal technical proposals from qualified engineering firms for design, permitting, bid preparation, bid solicitation and bid evaluation for a seawall/shoreline rehabilitation project to replace a decades old seawall and a severely eroded beach seaward of it. The seawall and beach are critical to protect Asharoken Avenue from wash over at times of high tide and destruction from major storms. The Village has been awarded a Hazard Mitigation Grant by FEMA expressly for the purpose of project scoping/engineering design. The exact design of the rehabilitation will be determined during the implementation of this project to achieve a redesign of the seawall and shoreline to provide 30-50year protection against future storms and to incorporate sea level rise projections to increase resiliency in the area. The end result of this project is the creation of a HMA-ready sub-application plan that can be submitted under future funding opportunities.

INTRODUCTION

The Village of Asharoken is requesting proposals from qualified engineering firms to mitigate and eliminate hazardous safety conditions during storms and high tide/high wind conditions caused by the degradation of a decades old seawall located on Asharoken Avenue near Bevin Road.

This RFP is to select an engineering firm to complete design, permitting, and bid solicitation for a seawall rehabilitation project. While the exact design will be determined during the implementation of this scope, the ultimate project is intended to redesign the seawall to provide protection of Asharoken Avenue against future storm events incorporating sea level rise projections to increase resiliency to the area and is expected to include installation of new steel sheetpile; installation of a new rock revetment seaward of the sheetpile; beach nourishment; and sand retention structures (i.e.breakwaters/groins) to preserve the restored shoreline position along approximately 900 linear feet of shoreline

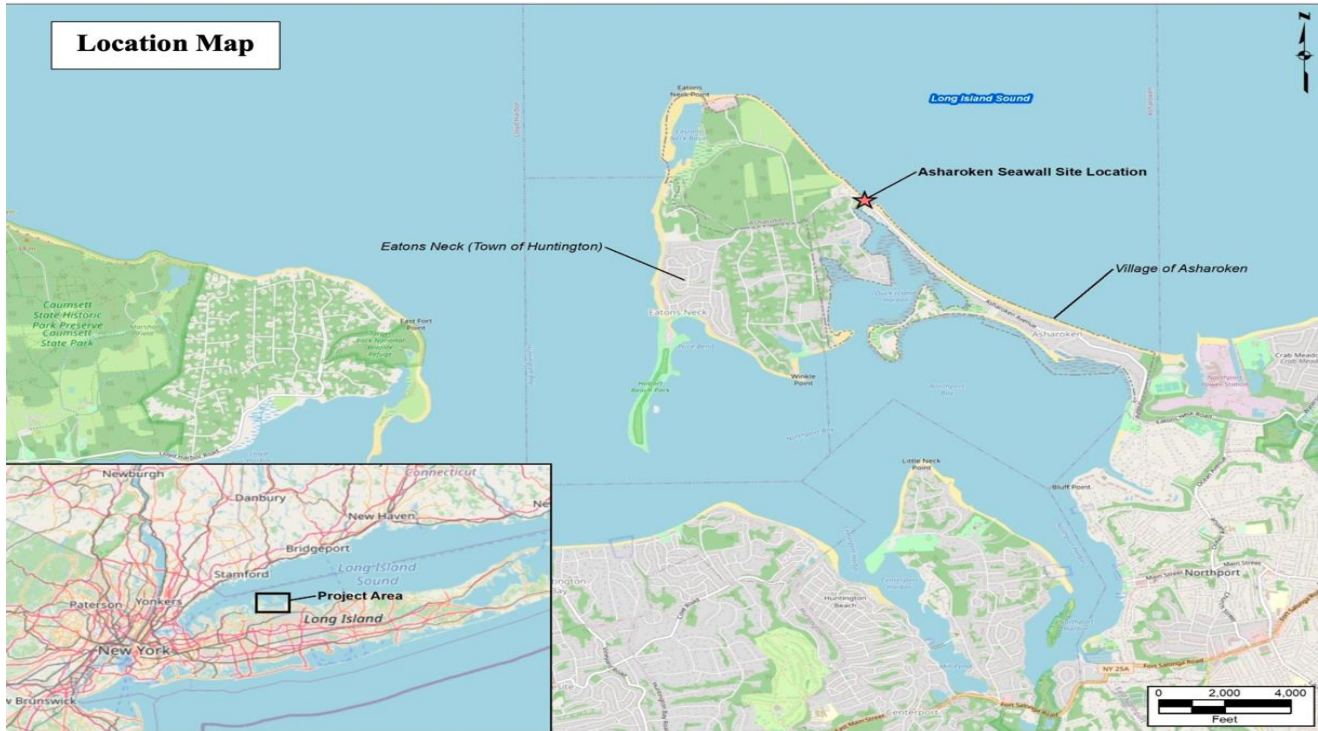
The project is expected to take between 18-24 months and must be completed by January 31,2026, due to grant funding requirements, unless a time extension is requested no later than October 1,2025 and that the extension is approved by New York State. The budget and funding for this project is \$1,000,000.

Proposals shall be submitted by firms that have a demonstrable background in the type of work described in this Proposal. In addition, all interested firms shall have sufficient, readily available resources in the form of trained personnel, support services, specialized consultants, and financial resources to carry out the work without delay or shortcomings.

The United States Army Corps of Engineers (USACOE) has done significant analysis of this area and has engineering plans that the selected consultant can use to assist it in creation of final design.

Consultants shall submit with their proposals a project schedule in Gantt Chart format showing the step-by-step process by which they intend to advance this project. Please note that the design phase of the project (from Notice to Proceed to Contract Documents approval) shall not exceed a 24-month duration.

See the images on the following page for the project location and area:



HISTORY OF SEAWALL

Prior to the December 1992 Nor'easter, the area that the existing seawall now occupies was a vegetated sand dune sloping down to a beach. The nor'easter of 1992 completely eroded the beach and dune and breached into Duck Island Harbor. This left Asharoken Avenue without any protection from storms. The USACOE completed an emergency shoreline stabilization project for the northwestern 900 linear feet of Asharoken Avenue near Bevin Road in 1997. This project consisted of driven steel sheet piles with a stone revetment at the toe of the sheet piles. The project was designed with an expected lifespan of 15-20 years. There have been multiple repairs over the years including September 2006, after Storm Ernesto, after Nor'ida coastal storm in November 2009 and after a nor'easter in March 2010 which necessitated a complete rebuild of the western end of the structure.

The existing seawall, consisting of steel sheet pile and stone revetment, as well as the beach fronting Long Island Sound along Asharoken Avenue no longer provides adequate protection against current and future storm events. The steel sheeting has significantly corroded. The beach has eroded significantly, both in front and underneath the revetment stone, causing the stone to sink deeper into the sand, causing the steel sheeting to be undermined in some locations. As a result, sink holes have developed landward of the steel sheet pile and have required emergency repairs to prevent the road from being undermined. The seawall has exceeded its useful lifespan, and its condition is severely degraded. As a result, during relatively minor storm events, waves overtop the structure and flood Asharoken Avenue. These conditions make the road impassable and create dangerous conditions for an incipient breach which would cut off Eaton's Neck from mainland Long Island. A significant storm could easily demolish the wall and subsequently destroy the roadbed.

Wave inundation of the road and an incipient breach of the causeway pose a significant threat to the public health and safety and create conditions for potential loss of life for the surrounding community that rely on Asharoken Avenue as their sole source of ingress and egress. More than approximately 2,100 residents and the U.S. Coast Guard Station at Eaton's Neck are located north of the seawall. Without a functional Asharoken Avenue there is no way to get emergency vehicles in and out of Eaton's Neck and the residents are unable to go to work or school. The ultimate goal of the project is to design a solution to stop routine wash over of Asharoken Avenue and prevent Asharoken Avenue from being breached in a major storm.

MINIMUM QUALIFICATIONS

Proposing engineering consultants should have experience with the following:

- Analyzing shorelines similar to the Village of Asharoken for causes of beach erosion and evaluating impacts of wind driven waves.
- Engineering design of bulkheads, seawalls, revetments, and other methods of shoreline stabilization.
- Designing beach renourishment including groins, jetties, and the like.
- Securing agency approvals from Federal and State agencies for coastal projects, including familiarity with plan set requirements.
- Permitting with Federal and State agencies.
- Creating a bid package for construction
- Grant assistance, including FEMA grant reporting and calculating Cost Benefit Analysis.
- Preparation of HMA sub-application ready for funding submission

SCOPE OF SERVICES

TASK A: FIELD WORK AND SURVEY

To kickoff the project, the Consultant shall visit the site with Village of Asharoken personnel to document and evaluate the condition of the project area. Consultants are encouraged to visit the site to make observations related to existing conditions for the preparation of their proposals as well. The Consultant shall conduct a site investigation of the seawall area utilizing any method needed to fully understand the conditions including information from US Army Corps of Engineers.

In addition, the Consultant shall provide all necessary land surveying services to establish existing conditions within project boundary, necessary for the preparation of their Contract Documents. Survey work includes, but is not limited to boundary survey including easements, rights-of-way, and property lines, topography, utilities, site features, stairs, and all else as required to prepare plans of existing conditions and as needed to facilitate a comprehensive set of plans within the Contract Documents.

The consultant shall comment in their proposal whether a bathymetric survey is required for the design of this project.

TASK B: SOIL BORINGS AND GEOTECHNICAL REPORT

The Consultant shall provide the cost to perform a geotechnical investigation and analysis of soil within the project area to collect necessary information for design purposes, including but not limited to soil bearing capacity for structures, soil classifications, groundwater elevation, percolation rates, and the like. The Consultant shall perform soil borings and prepare a Geotechnical Report, the contents of which shall be provided to the Village. Selected consultant is responsible for obtaining all necessary highway work permits/road opening permits that may be applicable for the soil boring program to be performed. A potential geotechnical program shall be proposed by each consultant in their proposal.

TASK C: CONTRACT DOCUMENTS

The Consultant shall prepare a comprehensive set of Contract Documents (Plans and Specifications) for the project. The Plans and Specifications shall be prepared and sealed by a New York State Licensed Professional Engineer and shall meet the requirements of New York State General Municipal Law. The Plans shall include all necessary Civil, Environmental, Structural, and Landscaping Plans, Sections, Profiles, Elevations, Details, and Notes, to make for a complete set of Contract Documents. Plans shall include any necessary Phasing, Staging/Sequencing Plans, Maintenance and Protection of Traffic, and Erosion and Sediment Control Plans.

The project is currently anticipated to consist of a complete replacement of the existing steel sheet pile bulkhead and stone revetment, as well as the re-nourishment of the beach seaward of the wall, however the consultants can make recommendations for alternate designs in the beginning stages of design during initial scoping to determine the best approach to provide the greatest level of protection that can be provided within the budget constraints of the grant funding.

Technical Specifications shall be prepared in CSI format, the most current edition.

Plans shall be prepared in AutoCAD format and shall refer to the following coordinate systems:

- Horizontal coordinate system: NAD 1983, State Plane, New York, Long Island Zone, US Survey Feet

- Vertical datum: North American vertical Datum 1988. Elevations of points of control in differing datum must note the existing original datum and its corresponding elevation and 1988 (NAVO) elevations on plans.

If additional plan sets are required for specific regulatory agencies at different plan sheet sizes, such as for the USACOE, the consultant shall include this cost in their fees.

Groundwater/Surface waters are within close proximity in the project area, therefore the design of the project should take special consideration for dewatering, accessibility, and construction operations. The Plans and Specifications must address the responsibility for acquiring dewatering permits if necessary and information related to proximity to groundwater/surface waters shall be provided on the Plans and in the Specifications.

The Consultant shall provide the Village with twenty-five (25) hard copies of the Final Approved Bid Set once all agency approvals are obtained. The Consultant will not receive any additional compensation related to the review process with any review agency, unless significant design modifications are made at the direction of the Village after the 30% design review. The Consultant is expected to submit a complete fee for obtaining all necessary approvals with their proposals.

Consultants shall include in their fees to provide submissions to the Village at 30%, 60%, 90% and 100% Construction Document submittal stages. At each submission stage, the consultants shall provide a construction cost estimate and an updated project schedule (in gantt format) with their submittals. The Consultant shall follow the various review agency requirements with respect to electronic or paper copies for review purposes. The Village will not provide any additional compensation for printing services unless specifically requested by the Village.

TASK D: PERMITTING

Consultants are responsible for applying for, paying for permit fees, and obtaining all necessary design phase permits to advance the project, including but not limited to Federal, State, County, and Local permits, NYSDEC permits, highway work permits, building permits, site plan approvals, USACOE permits, wetlands permits, and the like. All fees associated for permitting shall be included in the Consultant's fee under this Task. Consultants shall provide a list of anticipated necessary permits in their technical approach.

TASK E: GRANT ASSISTANCE

Consultants are responsible for assisting the Village with grant applications/grant funding requirements as stated earlier.

TASK F: BIDDING PHASE SERVICES

The Consultant shall assist the Village of Asharoken throughout the construction procurement process, including the following tasks:

1. Consultant shall prepare the Bid Package, including the 100% Bid Set Plans and Specifications and the Bidding Documents.
2. Attendance and participation in a pre-bid conference with prospective bidders, including preparation of meeting agendas and minutes of meetings.
3. Respond to Requests for Information (RFIs) during the bidding phase.
4. Prepare any necessary addenda.
5. Prepare a Bid Analysis Report, to include a bid tabulation, review of references and qualifications of bidders, review for completeness of bids, identification of any informalities in bids, balanced vs unbalanced bid items, and provide a recommendation for award to the Village.
6. Provide a conformed set of plans based on the addenda issued during the bid phase.
7. The Village of Asharoken will supply the required boiler plate for the project. The Consultant shall provide the bid pages, contract drawings, specifications and prevailing wage documents for the proposed contract. The Consultant shall provide to the Village a detailed cost estimate for the construction of the project.

TASK G: COST BENEFIT ANALYSIS

1-Calculate cost benefit analysis of completed project in accordance with FEMA regulations for completion of a HMA-ready sub-application plan that can be submitted under future funding opportunities

TASK H: ENGINEERING DURING CONSTRUCTION SERVICES

Consultant shall provide classic Engineering During Construction Services for the duration of the project, which is anticipated to have a 3 to 6 month duration. Engineering During Construction Services for this assignment shall include:

- Organize and attend a preconstruction conference with the Village, Town, County/State officials, and the Contractor. Consultant shall prepare an agenda and provide meeting minutes for the conference.
- Preparation of any necessary supplemental drawings/sketches during the construction phase.
- Respond to any RFIs during the construction phase.
- Review of contractor submittals including review of list of proposed subcontractors, shop drawings, and the like.
- Attend bi-weekly job progress meetings with the Contractor, preparing agendas and meeting minutes for all meetings.
- Periodic site visits during the construction phase. Assume site visits will take place the same day as the bi-weekly job progress meetings.
- Final punch list inspection.
- Final certification of the completed works, including preparation of as-built plans.

TECHNICAL SCOPE OF SERVICES

VILLAGE OF ASHAROKEN
SEAWALL/SHORELINE REHABILITATION PROJECT

Provide lump sum fees per task following the format below:

TASK	FEE
A – Field Work and Survey	
B – Soil Borings and Geotechnical	
C – Contract Documents	
D - Permitting	
E – Grant Assistance	
F – Bidding Phase Services	
G – Cost Benefit Analysis	
H - Engineering During Construction Services	

Respondent Information:

The following information must be filled out in its entirety.

Name: _____ (include title, Mr., Mrs., Miss)

Business Name: _____

(Please list the title of your entity ex. LLC., Inc., Corp., etc.)

Address: _____

(Specify if business or residential)

Phone: _____

Fax: _____

Cell #: _____

President's Name: _____

Tax ID#: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The respondent hereby acknowledges that he/she has received and has considered the preparation of his/her Proposal, all requirements in the following Addenda to this RFP:

Addendum	Date of Addendum	Acknowledgement of Respondent Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

GENERAL MUNICIPAL LAW - SECTION 103-a and 103-b
GROUND FOR CANCELLATION OF CONTRACT BY MUNICIPAL
CORPORATIONS

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, and political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

a) such person, and any firm, partnership or corporation, of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of five years after such refusal, and to provide also that,

b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

This condition shall be further subjected to any other provisions or subsequent amendments to Section 103-a and 103-b of the General Municipal Law.

In acknowledgment of the above:

Respondent's

Business Name: _____

Signed by: _____

Title: _____

Date: _____

GENERAL MUNICIPAL LAW - 103-d

Non-Collusive Bidding Certificate

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

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

I hereby affirm, under the penalty of perjury, the foregoing statement is true:

Signed by: _____

Title: _____

Date: _____

Affix corporate seal if contractor is a corporation.

Vendor Form – this page requires vendor's information

Insurance Certification

Your insurance representative and your company's representative must complete the form below in order to be considered for the award of this bid. Please note that a certificate of insurance must be present when entering into a contract.

Insurance Representative's Acknowledgment:

We have reviewed the insurance requirements set forth in the bid package and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

Are you an agent for the companies providing the coverage? Yes _____ No _____

Date: _____

Insurance Company/Brokerage: _____

Mailing Address: _____

Phone: _____ Fax No.: _____

Email: _____

Agent Name: _____ Sign: _____

Respondent's Acknowledgment:

I acknowledge that I have received the insurance requirements of this Request for Qualifications and have considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required in accordance with the bid, if it is awarded. I understand that a certificate of insurance must be submitted with my bid; and if it is not, the Village of Asharoken may reject my bid and award to the next lowest bidder.

Firm Name: _____

Address: _____

Date: _____

Responder's Signature: _____

RESPONDENT'S QUALIFICATIONS

All questions must be answered and the information given must be clear and comprehensive.

If necessary, questions may be answered on separate attached sheets.

Section A.

1. Name of Respondent: _____
2. Main Office Address: _____
3. When Organized: _____
4. If a Corporation, Indicate State Incorporated In: _____

5. **NAME OF PARTNERS** **HOME ADDRESS OF PARTNERS**

(If Respondent is a FIRM, state here the name and home address of each member thereof)

If Respondent is a CORPORATION, complete the information below:

Name and Address of President: _____

Name and Address of Vice President: _____

Name and Address of Secretary: _____

6. Does any other contractor, vendor or person have, hold, or may derive any actual or beneficial percentage of interest in any other form of ownership of the Respondent in an amount of 5% or more? Yes/No _____

If yes, please provide:

Name: _____

Address: _____

Section B.

Provide information below regarding similar contracts held:

Organization Name:

Contact Person (Name and Phone Number):

Amount of Contract:

Date Completed:

Section C.

1. Have you ever failed to complete any contract awarded to you? Yes/No _____

2. Have you ever defaulted on a contract? Yes/No ____ If yes, state where and why:

3. Has any officer or partner in your organization ever been an officer or partner in some other organization that failed to complete a contract? Yes/No _____

If yes, state name of individual, other organization and reason:

4. Has any officer or partner of your organization ever failed to complete a contract in his/her own name? Yes/No ____ If yes, state name and reason:

5. In what other lines of business are you financially interested?

6. Who will personally supervise this contract?

Name and Phone Number:

Title:

Email Address: _____

7. Do you have, or can you obtain, sufficient personnel and equipment to perform this contract as required by the "Bid Proposal"? Yes/No _____

8. Provide names and phone numbers of local (Long Island) government references:

9. Provide contact names and phone numbers for emergencies that require an immediate response:

Day: _____ Night: _____

10. List all major equipment you will utilize to perform all work. Indicate whether you currently own or lease the equipment, or will lease it (attach a separate sheet if necessary).

11. Successful Bidder shall provide the Village, at the signing of the contract, the following information:

a. Table of Organization of the Respondent showing the names and addresses of all individuals serving on the Board of Directors or comparable body of the Respondent.

b. Proof of financial capability and a detailed financial statement.

Section D.

(*Delete phrases that are not applicable)

I, _____ the *(applicant herein),

(an officer or agent of the corporate applicant) namely its _____, (list

corporate interest) (swears) or (affirms) under the penalties of perjury that:

1. The following persons have a direct or indirect interest in this SOQ:

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE OF BIRTH</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(In case of corporations, all officers of the corporation and stockholders owning more than 5% of the corporate stock must be listed. Attach an additional sheet, if necessary).

2. The following person(s) listed immediately above are related by blood or marriage to an officer or employee of the OWNER. Attach an additional sheet, if necessary.

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>NAME/POSITION OF EMPLOYEE/OFFICER</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

False statements made herein are punishable as a Class A misdemeanor pursuant to 210.45 of the Penal Law.

Legal Name of Person/Firm/Corporation

By: _____

Tax Id # _____