

**Village of Haverstraw
40 New Main Street
Haverstraw, NY 10927**

**REQUEST FOR PROPOSALS
DOWNTOWN PARKING AND COMPLETE STREETS
FEASIBILITY STUDY**

SEPTEMBER 30, 2024



THE OFFICE OF THE MAYOR

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I. Project Overview

A. Purpose

The Village of Haverstraw is interested in retaining a consultant to provide assistance with conducting the Village's Downtown Parking and Complete Streets Feasibility Study. This Request for Proposals (RFP) is intended to help the Village select a qualified and experienced consultant.

B. Project Organization

The proposer shall provide a project management team experienced in the administration of this type of project to supervise and assume responsibility for all project tasks, activities, and reports.

C. Project Direction

Primary interface of the selected consultant with the Village of Haverstraw will be through the Mayor of Haverstraw's office. The Mayor, his staff, and the Village's planning consultant will be responsible for the direction, review, and approval of all work as well as the program administration of the contract for compliance with, and interpretation of, the project's scope, schedule, and budget.

In carrying out these functions, the Mayor will utilize the various departments and personnel of the Village as required to insure the project is consistent with Village's policies, procedures, and experiences.

D. Period of Performance

All proposals shall be predicated on a period of performance commencing upon award of the agreement to the selected consultant. It is anticipated that the study should not exceed more than *eight months* to complete.

E. Site Visit

All proposers are encouraged to attend a site visit with the Village's staff and consultants on September 12 at 12:00 p.m. The site visit will begin at the entrance to Village Hall, located at 40 New Main Street, Haverstraw, NY 10927. All proposers are also free to examine the project site during normal working hours prior to the proposal due date.

II. Scope of Work

A. Project Description

The Village has been awarded funds from the Empire State Development's Strategic Planning and Feasibility Studies program to conduct a Downtown Parking and Complete Streets Feasibility Study in the downtown area. In response to the proposed development of the nearby Chair Factory site, which will add substantial residential and commercial properties to the area, the Village is looking to improve their street infrastructure to accommodate the predicted influx of traffic on neighboring streets. This project will also help to provide a cleaner, greener transportation network that considers the needs of all users.

This study will take place in the Village Downtown, as depicted in the downtown map featured in Appendix A, which runs primarily along Broadway and Main Street.

The selected consultant's scope of work will include:

1. Conducting a survey of existing conditions of roadway, parking, pedestrian, and bicycle facilities within the study area including:

- a. Presence and condition of curbs
- b. ADA compliance of pedestrian facilities
- c. Presence and condition of sidewalks
- d. Pavement markings
- e. Street signage
- f. Parking supply, demand, and demand based on 100% occupancy.
2. Review and summarize the Traffic Impact Study for the Chair Factory development project to determine existing counts, LOS, and required mitigation improvements.
3. Review commuter bus and school bus stop information.
4. Establish goals and objectives for the subject area parking/transportation network.
5. Identify key Complete Streets and parking design challenges and recommendations.
6. Develop design concepts that will maintain a supply of on-street parking to support businesses, increase pedestrian safety for all users, increase bicycle safety, and decrease congestion from existing conditions.
7. Develop and participate in a Public Workshop to gather public input on existing conditions, draft design concepts, and provide summary report of public input.
8. Develop alternatives at up to three key locations to be identified by the Village and provide cost estimates.

B. Products and Deliverables

The selected consultant will be responsible for producing the following products:

1. Results of the existing conditions survey.
2. Draft design concepts for the Downtown Area.
 - a. Draft design concepts, including alternatives at up to three key locations, should be submitted along with any supporting materials including maps, tables, data, written discussions, and other necessary information.
 - b. Presentation of the draft designs to the Village Board of Trustees at a regular board meeting.
3. Summary report of input received at the Public Workshop.
4. Final design concepts for the Downtown Area, including alternatives at up to three key locations, will include drawings, plans, specifications, and cost estimates.
 - a. These documents must be certified by a licensed professional engineer.
 - b. Presentation of the final design to the Village Board of Trustees at a regular board meeting.
 - c. Final design must be signed by a certified engineer.
5. Statement of project completion and a final report.

The study shall be in accordance with all Federal, State, County and Village codes and regulations.

The services to be provided comprise every professional discipline and expertise necessary to achieve the Project in the best interest of, and within the amount authorized by, the Village. The service includes attendance at meetings with the Village when necessary.

C. SDVOB Participation

Good Faith Efforts must be made for the participation of Service-Disabled Veteran-Owned Businesses. There is no required amount for SDVOB percentage, however SDVOB participation is encouraged.

D. Statement of Rights

The Village reserves the right, and may, at its sole discretion, exercise the following rights and options with respect to this Request for Proposals:

1. to reject any and all proposals;
2. to issue additional solicitations for proposals and/or amendments to this Request for Proposals;
3. to waive any irregularities in proposals received after notification to proposers affected;
4. to select any proposal as the basis for negotiations of a contract, and to negotiate with proposers for amendments or other modifications to their proposals;
5. to conduct investigations with respect to the qualifications of each proposer;
6. to exercise at its discretion and apply its judgment with respect to any aspect of this Request for Proposals, the evaluation of proposals, and the negotiation and award of any contract;
7. to enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals;
8. to select the proposal that best satisfies the interests of the Village and not necessarily on the basis of price or any other single factor.

E. Inquiries

All inquiries regarding the project and the proposal arising during the process of proposal preparation are to be made *in writing, via e-mail*, until September 18, 2024. Answers to those inquiries will be made via email to all potential proposers. Answers to the inquiries will be posted on the Village's website by September 23, 2024.

Inquiries are to be directed in writing via e-mail to:

Mayor Michael F. Kohut

michael.kohut@vohny.com

F. Addenda and Supplements to Request for Proposal

In the event that it becomes necessary to revise any part of this request for proposals, or if additional information is necessary to enable the proposer to make an adequate interpretation of the provisions of this request for proposals, a supplement to the request for proposals will be posted on the Village's website by September 23, 2024.

G. Cost of Proposal Preparation

No reimbursement will be made for any costs incurred for preparation of proposals and/or interviews.

H. Contract

If the Village selects a proposal, a formal written contract shall be entered into between the Village and the successful proposer. The proposal, or any part thereof, submitted by the successful proposer, may be attached or become a part of the contract. The contract shall not become binding until signed by both parties.

III. Proposal Requirements

A. Proposal Content and Format

This Request for Proposals is intended to provide interested consultants with an opportunity to demonstrate their ability to perform the required tasks. The content of the proposal should respond to the information presented in this Request for Proposals. The proposal submission shall strictly

adhere to the following format, including page limits, and is not intended to be an expensive or elaborate presentation. Any proposal that violates these requirements shall be judged non-responsive regardless of the remainder of its contents.

Proposal Format:

- Part A: A brief understanding of the project objectives and scope of work. This part is limited to two pages.
- Part B: A listing of recent and relevant experience in similar projects that includes the firm's function during those projects (prime or subconsultant, project cost, the firm's share of total project costs, etc.) Three references from the above list including a contact's phone number and an address at the agency where the work was performed. This part is limited to three pages.
- Part C: One-page resumes of the key personnel of the consultant (principal, project manager and project designer only) and all subconsultants (project manager only) that will be assigned to this project.
- Part D: Cost proposal that includes the following:
1. Breakdown of costs for existing conditions survey, development of draft and final design concepts, surveying services, engineering design services, bid document development services, preparation of final report and administration services.
 2. Any anticipated expenses shall be noted.
 3. A kickoff meeting, two rounds of revisions, walkthrough of the study area, a public workshop, and attendance at two Village Board meetings to:
 - a. receive feedback from the Board and public on initial design concepts and,
 - b. final presentation on final design concepts.
- Part E: Estimated project schedule.

In addition, after the proposals have been submitted to the Village, interviews with the most qualified responsive parties may be scheduled. Each party may be expected to make a formal presentation on the content of its proposal and its ability to undertake the required work.

B. Proposer Qualifications

An individual must be duly licensed in New York State to provide professional engineering, or architectural services. An entity providing engineering services and practicing as a corporation, limited liability company, limited liability partnership, partnership, or joint enterprise must also have a certificate of authorization issued by the New York State Education Department to provide professional engineering services in the State of New York.

If an architect or engineer is licensed in any state besides New York they must have the appropriate permit issued by the New York State Education Department in order to work on this project.

C. Professional Liability and Other Insurance Coverage

All proposals shall include a statement by the proposer and its subconsultants, if any, concerning professional liability for negligent acts, errors and omissions and any other insurance coverage that would protect the Village of Haverstraw from loss or harm should the proposal be accepted. The standard insurance provisions are as follows:

The Consultant shall, at its sole expense, acquire, continuously maintain during the period in which the Consultant is performing services, and provide the Village with acceptable proof of the following types of insurance:

- A. Commercial General Liability Insurance providing both bodily injury (including death) and property damage insurance in a limit not less than \$1,000,000 (One Million) for each occurrence, a general aggregate not less than \$2,000,000 (Two Million), and \$3,000,000 (Three Million) umbrella.
- B. Automobile Liability with a limit of \$1,000,000 combined single limit for owned, hired, borrowed and non-owned vehicles and include a waiver of subrogation in favor of the Village of Haverstraw.
- C. Workers' Compensation and Employers' Liability and NYS Disability: Statutory Workers' Compensation, Employers' Liability and NYS Disability Benefits Insurance for all employees. Workers' Compensation must include a waiver of subrogation in favor of the Village of Haverstraw.

Note: ACORD form is not acceptable proof of workers compensation coverage; must provide C-105.2 and Disability to be provided on DB-120.1

- D. Professional Liability – \$2,000,000 each occurrence and \$2,000,000 annual aggregate. The professional insurance shall cover the professional services rendered to the Village of Haverstraw by the consultant. If written on a “claims-made” basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for (2) years following the completion of the work.
- E. Umbrella Liability or Excess Liability with a limit of \$3,000,000 each occurrence \$3,000,000 aggregate on a follow-form basis over the General Liability, Automobile Liability, Workers Compensation and Professional Liability.

Any agreement resulting from this RFP shall not be effective until the Consultant provides to the Village certificates of insurance evidencing compliance with the insurance requirements of this paragraph. The certificates will show the Village as an additional insured, which must be primary and non-contributory with respect to the additional insured.

Proposers must include the Indemnification and Hold Harmless Agreement as part of their proposal. The Agreement is attached the end of this RFP.

D. Proposals to be in Effect

Each proposal shall state that it is valid for a period of one hundred eighty (180) calendar days from the date of submission.

E. Proposal Submission

All respondents are required to submit one (1) original plus three (3) paper copies and one (1) electronic copy of their proposal. Any proposal that fails to meet this requirement may be judged non-responsive regardless of the remainder of its contents.

F. Proposal Delivery

Proposals and all attachments shall be submitted by all proposers as hard copies in sealed envelopes. All proposals must be received ***no later than 4:00 p.m. on Monday, September 30, 2024***, and should be addressed as follows:

Isabel Gonzalez-Soto – Village Clerk
Village of Haverstraw, Village Hall
40 New Main Street
Haverstraw, New York 10927

A PDF of the submitted documentation must also be e-mailed to michael.kohut@vohny.com by *4:00 p.m. on Monday, September 30, 2024*.

Any materials received at a later time and/or date will be judged non-responsive. The Village is not responsible for any internal or external delivery delays that may cause any proposal to arrive beyond the stated deadline. To be considered, proposals must arrive at the place specified herein and be time stamped prior to the deadline.

IV. Factors for Selection

A. General

Selection will be based upon the qualification of the proposer, its ability to satisfy the project requirements, schedule, and approach as described in the proposal. The Village reserves the right, at its sole discretion, to reject any and all proposals and to waive minor irregularities. The Village also reserves the right to select any proposal as the basis for negotiating a contract; to exercise its discretion and apply its judgment with respect to any aspect of this request for proposals; the evaluation of proposals and the negotiation and award of any contract; and to weigh its evaluation criteria in any manner it deems appropriate.

B. Proposal Evaluation

Proposals will be evaluated using the following criteria:

1. Responsiveness to the Request for Proposals.
2. Demonstrated understanding of the Project Objectives and Scope of Work.
3. Recent and relevant experience in similar projects.
4. Demonstrated reliability to perform and manage projects of the nature described herein.
5. Qualifications and relevant experience of the consultant team.
6. Cost-effectiveness of the proposal.
7. Proof of required insurance.
8. Schedule.

Evaluation criteria are not necessarily listed in order of importance. The Village reserves the right to weigh its evaluation criteria in any matter it deems appropriate.

C. Selection Process

The Village of Haverstraw will review qualifications in accordance with the submission requirements and review/evaluation criteria. Proposals that are submitted in a timely manner and comply with the mandatory requirements of the Request for Proposals will be evaluated in accordance with the terms of the Request for Proposals. The Village of Haverstraw will begin reviews after the September 30, 2024 deadline. The expected timeframe for review is two weeks.

D. Questions

Questions regarding this Request for Proposals should be submitted in writing via email to Bill Brady at wbrady@nelsonpoppe.com.

Appendix A -Location Map



VILLAGE OF HAVERSTRAW

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

We agree to hold harmless, indemnify and defend the Village of Haverstraw from and against any and all claims, damages, liabilities, obligations, judgments, charges, costs, expenses and fees, including but not limited to personal injury and property damage or theft, arising from work for the Village of Haverstraw.

Consultant's Company Name: _____

Consultant's Name: _____

Signature: _____ Date: _____

Nature of Job: _____

Department work is being performed for: _____