

**Village of Port Chester
Westchester County, New York**

**REQUEST FOR QUALIFICATIONS
FOR
REVIEW OF THE PROPOSAL TO REDEVELOP THE FORMER UNITED HOSPITAL
SITE UNDER THE VILLAGE ZONING CODE AND THE STATE ENVIRONMENTAL
QUALITY REVIEW**

The Village of Port Chester (the “Village”) in Westchester County, New York, is issuing this Request for Quotes (“RFQ”) to provide land use, planning, environmental consulting and engineering Services as described below to review the application by 406 BPR LLC (c/o Starwood Capital Management) (the “Applicant”) to redevelop the approximately 15.45-acre former United Hospital site (the “Site”) located at the intersection of U.S. Route 1 (Boston Post Road) and High Street. The application proposes, among other things, to amend the text of the Village Zoning Code to create a special design zoning district that would accommodate the proposed mixed-use development of residential, office and retail uses, together with parking, open space and other amenities, and to rezone the Site as such a new district. The proposed development would consist of 762 units (including an affordable housing component), 254,000 sf of commercial floor area (including retail use), approximately 2,000 parking spaces, publicly-accessible open space, and other project amenities. The proposed redevelopment would also require Site Plan approval pursuant to the Village Zoning Code.

The Village Board of Trustees, which is designated as lead agency for the proposed redevelopment pursuant to the State Environmental Quality Review Act (“SEQRA”), has determined that an Environmental Impact Statement (“EIS”) shall be prepared. The Applicant has submitted a draft Scoping Outline that will be the subject of a public scoping session and comments. The proposed scope, the proposed Master Plan for the site and other relevant documents pertaining to the proposal are available on the Village’s web site. Information on the project can be found at http://www.portchesterny.com/Pages/PortChesterNY_Webdocs/starwood

The overall scope of work is expected to include completion of the following tasks; these tasks would be performed within the particular area(s) of expertise for which a responder is selected:

- A. Attendance at an initial meeting with Village representatives and the Applicant and its representatives.
- B. Review of the application for zoning text amendments and zoning map changes and site plan submitted by the Applicant.
- C. Review of the preliminary Draft EIS that will be prepared by the Applicant (and its consultants) and the preparation of comments thereon, and review of and comments on any iterative versions of the preliminary Draft EIS that may be prepared (which should include the proposed amendments to the text of the Zoning Code), and advisement of the Village with respect to the adequacy and completeness of the Draft EIS.

- D. Attendance at meeting(s), as warranted, with Village representatives (including environmental counsel) and/or the Applicant and its representatives with respect to the contents of the preliminary Draft EIS.
- E. Attendance at the public hearing on the Draft EIS.
- F. Attendance at the public hearing on the proposed amendments to the Zoning Code and Site rezoning (if held separately from the public hearing on the Draft EIS).
- G. Review of public comments on the Draft EIS and proposed amendments to the Zoning Code and remapping of the Site.
- H. Review of the preliminary Final EIS that will be prepared by the Applicant (and its consultants) and the preparation of comments thereon, and review of and comments on any iterative versions of the preliminary Final EIS that may be prepared, and advisement of the Village with respect to the adequacy and completeness of the Final EIS.
- I. Preparation, with the Village's environmental counsel, of a proposed SEQRA Findings Statement and revision(s) to such Statement as warranted.
- J. Preparation of the final text changes to the Village Zoning Map based on, and as warranted by, the SEQRA Findings Statement.
- K. Review of Applicant's application for Site Plan approval and for any other Village approvals pursuant to the Village Code, as amended, based on, and as warranted by the SEQRA Findings Statement.
- L. Attendance at meetings of the Village Board or other Village agencies as warranted during the review of the proposed redevelopment.

Based on the information available to date to the Village, at least the following particular areas of expertise are required to provide the services described above (you are encouraged to submit a comprehensive team approach providing for all or some of the listed disciplines):

- Visual resources/aesthetics
- Historic, cultural and archeological resources
- Soil geology and natural resources
- Socio-economics, community facilities and services (including fiscal impacts and affordable housing)
- Traffic and transportation (including parking)
- Air Quality
- Noise

- Construction Impacts

All respondents are required to indicate their qualifications to perform and complete some or all of the requested work and their past experience working with the appropriate Federal, State and Local agencies and/or private parties as it pertains to their submission pertaining to this proposal. The use of subconsultants to cover certain technical areas is acceptable, but these subconsultants must be identified in the submission made in response to this RFP. In addition, respondents may join with other entities to provide some or all of the services described above. An explanation of the roles and responsibilities of each entity should be addressed in the proposed scope of work. The Village is not obligated to accept each entity involved in such submissions.

All proposals shall include:

1. Qualifications and recent projects (past 5 years).
2. Committed Staff Resumes with fee structure (hourly rates for 2010 and any standard annual increases) for work for municipalities.
3. Three references on similar types of projects, including scope of work and the name of the responsible project manager within the client organization.
4. Current status report of any and all litigation during the past three (3) years.
5. A statement describing any potential conflict of interest or appearance of impropriety, relating to the Applicant, which could be created by providing services to the Village.
6. If the respondent has ever had a prior contract with any governmental entity terminated for any reason, provide an explanation.

Proposals will be evaluated based on company and staff and/or individual qualifications relevant to the particular proposal, ability to staff a project from a local or regional office, understanding of the level of effort based on past experience and fee structure. Proposal evaluations will heavily consider a respondent's ability to optimize work plan production, work performance and reporting. Respondents will also be evaluated on their company's ability to complete requested work expeditiously without the need to retain outside support (other than that identified in the response).

Respondents are not authorized to contact any Village or Port Chester agencies or the Applicant to discuss this solicitation.

This RFQ and any contract or agreements resulting herein are subject to all applicable Federal, State and local laws, rules, regulations and executive orders. The Village reserves the right to solicit multiple or additional RFQs based on the review and evaluation of received responses. The Village shall not be liable for any costs incurred by any respondent in the preparation, submittal, presentation or revision of its submission; the Village shall not be obligated to pay and shall not pay any costs in connection with the preparation of such submissions. All submissions

shall become the property of the Village and shall not be returned. The Village at its sole discretion reserves, without limitation, the right to: (1) withdraw the RFQ at any time; (2) discuss various approaches with one or more respondents; (3) defer a determination with respect to some or all of the submissions for up to six (6) months; or (4) change any terms of the RFQ.

Please submit all proposals electronically or by mail by May 21, 2010, 5:00 PM EST to:

Christopher J. Russo
Village Manager
Village of Port Chester
222 Grace Church Street
Port Chester, New York 10573
crusso@portchesterny.com

Responses shall be submitted by the designated deadline. Responses may be withdrawn prior to the opening date and time, upon written request of the respective firm(s). If it becomes necessary to revise any part of this RFQ, or if additional data or information is necessary to clarify any of its provisions, an addendum will be provided.

Any questions pertaining to this RFQ shall be directed to Chris Russo by e-mail before noon on May 18, 2010. No telephone or conference call discussions will be conducted without prior arrangement.

All proposals should meet the criteria outlined in this RFQ; those that do not may be considered invalid and denied prior to a complete review. The Village reserves the right to reject any or all submittals in response to this RFQ and to award the proposal in the best interests of the Village.

Deliverable and Reviews

All written submittals should be in electronic MSWord, GIS and PDF formats. Final reports should be in MSWord, GIS and Adobe (pdf) format, in addition to two (2) hard copies.

Interviews

An interview with the finalists may be required. Key personnel and staff that would be assigned to the project must be present at the interview. The Village reserves the right to interview some, none or all of the respondents, as it deems appropriate.

Project Management

The Village considers project management to be an important responsibility and requires an experienced person to be named as Project Manager for the respondent. The Village assumes that the contractor will provide the following updates as the project progresses:

1. Billing Breakdown by Task:
 - a. Current Billing

- b. Total Billings to Date
- c. Remaining Balance
- d. Percent Complete Task and Budget (as appropriate)

2. Tasks Completed

All invoicing by the selected contractor(s) should be kept up to date. All invoices will be processed by the Village in accordance with the approved Professional Services Contract.

Insurance Requirements

See attached.

INSURANCE REQUIREMENTS

A. Notwithstanding any terms, conditions or provisions in any other writing between the parties, the consultant hereby agrees to effectuate the naming of the Village as an unrestricted additional insured on the contractor's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a "claims-made" basis, the retroactive date must precede the date of the contract.

B. The policy naming the Village, its Mayor and Trustees, employees, agents and representatives as an additional insured shall:

1. Be written by an A.M. Best rated "secured" New York State licensed insurer.
2. Contain a 30-day notice of cancellation.
3. State that the organization's coverage shall be primary non-contributory coverage for the Village, its Mayor and Trustees, employees, and volunteers.
4. The Village shall be listed as an additional insured by using **endorsement CG 2026** or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

C. The consultant agrees to indemnify the Village for any applicable deductibles. Commercial General Liability Insurance

\$1,000,000 per occurrence/ \$2,000,000 aggregate.

Automobile Liability

\$1,000,000 combined single limit for owned, hired, and borrowed and non-owned vehicles.

Workers' Compensation and NYS Disability (Applicable if consultant is part of a company with more than one employee).

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

Professional Services Insurance (for design or engineering services only)

\$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the Village. 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 two years following the completion of work.

D. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.

E. The consultant acknowledges that failure to obtain such insurance on behalf of the Village constitutes a material breach of contract. The consultant is to provide the Village with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the Village to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the Village.

F. The Village is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Municipality but also NYMIR, as the Village's insurer.