

April 24, 2009

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 390

AUTHORIZES THE SUPERVISOR TO EXECUTE A FIRST AMENDMENT OF THE SUB-LICENSE AGREEMENT WITH THE LONG ISLAND RAILROAD COMPANY AND OPEN ARMS CARE CENTER, INC.

COUNCILWOMAN BLASS, offered the following resolution, which was seconded by COUNCILMAN DUNLEAVY

WHEREAS, the Riverhead railroad station building has been licensed for use by the Long Island Railroad Company to the Town of Riverhead pursuant to a license agreement dated February 19, 2002; and

WHEREAS, on or about January 21, 2009, the above referenced parties entered a sub-license agreement to allow Open Arms Care Center use of the railroad station building for the purpose of pre-packaged food distribution and service of hot and cold beverages; and

WHEREAS, the Long Island Railroad Company, Town of Riverhead and Open Arms Care Center wish to extend the sub-license agreement, from April 22, 2009 to July 21, 2009 subject to all of the other terms and conditions stated in the sub-license agreement dated January 21, 2009;

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached first amendment of the sub-license agreement; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Zona Stroy, c/o Open Arms Care Center, 1018 Northville Turnpike, Riverhead, New York 11901; Metropolitan Transportation Authority, ATTN: Orit Manham, 347 Madison Avenue, New York, NY 10017-3739, the Office of the Town Attorney and the Engineering Department.

THE VOTE

Wooten [X] Yes [] No
Dunleavy [X] Yes [] No Blass [X] Yes [] No
Cardinale [] Yes [] No absent
The Resolution [X] Was [] Was Not Thereupon Duly Declared Adopted

FIRST AMENDMENT OF SUBLICENSE AGREEMENT

LONG ISLAND RAIL ROAD COMPANY AND

TOWN OF RIVERHEAD and OPEN ARMS CARE CENTER, INC.

THIS AGREEMENT, dated as of _____, 2009 between THE LONG ISLAND RAIL ROAD COMPANY, ("LIRR"), a public benefit corporation organized and existing under the laws of the State of New York, with offices at Jamaica Station Building, Jamaica, New York 11435, c/o MTA Real Estate Department, 347 Madison Avenue, New York, New York 10017 ("Landlord") and TOWN OF RIVERHEAD ("Sublicensor"), a municipal corporation organized and existing under the laws of the State of New York, with an office at 200 Howell Avenue, Riverhead, New York 11901, and Open Arms Care Center, Inc., a not-for-profit organization existing under the laws of the State of New York ("Sublicensee"), with an office at 10 Polo Drive, Westbury, New York, 11566.

WITNESSETH

WHEREAS, the Riverhead Railroad Station ("Station") has been licensed by The Long Island Rail Road Company ("Licensor") to Sublicensor under a License Agreement dated February 19, 2002 (as modified from time to time, "License Agreement"); and

WHEREAS, Sublicensee wishes to occupy a portion of the Station for the free distribution of pre-packaged foods and hot and cold beverages (see use clause, Paragraph 7 of the January 21, 2009 Sublicense Agreement); and

WHEREAS, Sublicensor wishes to grant Sublicensee the right to conduct the aforementioned activity for an additional (90) ninety day period;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Sublicensor and Sublicensee, for themselves and their successors, hereby agree as follows:

Sublicensee will have an extension of (90) ninety days to use the Sublicensed Premises for the same use stipulated in Paragraph 7 of the January 21, 2009 Sublicense Agreement covering the period from April 21, 2009 through July 21, 2009.

The existing insurance policy for Open Arms Care Center covering the period from 11/30/08 through 11/30/11 with Church Mutual Insurance Company, policy no. 0223084-81-992407, will remain in full force and effect during the entire term of the First Amendment of the Sublicense Agreement. The Town of Riverhead, Metropolitan Transportation Authority, and the Long Island Railroad Company must remain as Additional Insured.

All other terms and conditions of the February 19, 2002 License Agreement and the January 21, 2009 Sublicense Agreement will remain in full force and effect.

Thereby agreed and consented to:

Town of Riverhead

By: _____
Phil Cardinale

Title: Town Supervisor

Open Arms Care Center, Inc.

By: Zona Stroy
Zona Stroy

Title: Chairperson

The Long Island Rail Road Company

By: _____
Roco Krsulic

Title: Director, Real Estate

April 24, 2009

Adopted

TOWN OF RIVERHEAD

2008 WADING RIVER BEACH CAPITAL PROJECT

BUDGET ADJUSTMENT

RESOLUTION # 391

COUNCILMAN DUNLEAVY offered the following resolution,
which was seconded by COUNCILMAN WOOTEN.

BE IT RESOLVED, that the Supervisor be, and hereby is, authorized to establish the following budget adjustment:

		<u>FROM</u>	<u>TO</u>
406.095031.481900.70802	Special Trust Transfers	93,044	
406.071100.523015.70802	Construction (Wading River Beach Impr)		93,044

THE VOTE

Wooten Yes No

Dunleavy Yes No Blass Yes No

Cardinale Yes No *absent*

April 24, 2009

Town of Riverhead

Adopted

Resolution # 392

AUTHORIZES SUPERVISOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH STUDIO A/B ARCHITECTS

Councilman COUNCILMAN WOOTEN offered the following resolution,

which was seconded by Councilman COUNCILWOMAN BLASS :

WHEREAS, the federal government through the American Recovery and Reinvestment Act ("ARRA") is making various sources of grants available to local municipalities for projects such as infrastructure improvements, energy efficiency, transportation improvements and other project funding; and

WHEREAS, the Community Development Department has successfully acquired some available additional funding under ARRA and identified several additional sources of funding for projects to implement Town of Riverhead projects with quick application deadlines; and

WHEREAS, the Town of Riverhead understands a short term need for increased capacity to identify and apply for additional sources of funding through the American Recovery and Reinvestment Act (ARRA) to implement projects that would benefit the Town of Riverhead. Furthermore, the Town of Riverhead as it acquires additional funding must facilitate the reporting systems and immediate ARRA paperwork deadlines in an expeditious manner; and

WHEREAS, studio a/b architects has proposed assistance to the Town of Riverhead that would provide short term capacity enhancement for immediate funding opportunities that may have quick application deadlines, technical requirements such as identification of green benefits or other additional reporting and administration requirements associated with the oversight of an increased number of grants; and

THEREFORE, BE IT RESOLVED, that the Riverhead Town Board authorizes the supervisor to execute a professional services agreement subject to any further modifications recommended by the Town Attorney with studio a/b architects for a total cost not to exceed \$20,000.

BE IT FURTHER RESOLVED, that the Riverhead Town Board authorizes and instructs the Accounting Department to set up a budget and issue purchase orders for the above mentioned services; and

AND BE IT FURTHER RESOLVED, that the Town Clerk shall provide notification of this resolution to Community Development Director, Accounting Director and studio a/b architects.

THE VOTE

Wooten Yes No Dunleavy Yes No Blass Yes No Cardinale ~~Yes No~~ *absent*

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED.

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the _____ day of _____, 2009 between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York, 11901, *studio a/b architects*, a _____ existing under the laws of the State of New York with a principal place of business at 651 West Main Street, Riverhead, NY 11901, ("Consultant").

In consideration of the mutual promises herein contained, Town of Riverhead and Consultant agree as follows:

1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the services set forth in the Schedule attached hereto and made a part hereof. These services are to be rendered by Consultant as an independent contractor and not as an employee of Town.

2. TERM OF AGREEMENT

The Agreement shall commence on April 22, 2009 and terminate no later than April 22, 2010.

3. PAYMENT

For these services Town of Riverhead will pay Consultant a fee (performance based contract) or at the rate (hourly fee based contract) set forth in the attached schedule. Note, the Town may require the submission of documentation, including time records for performance based contracts solely for the purposes of verification of completion of the project or a portion of the project and the request that consultant provide same shall not convert the performance contract to an hourly rate contract. The Town shall not have any liability for any other expenses or costs incurred by Consultant except for expenses expressly provided for in the attached schedule. Consultant shall not incur any expenses in Town's behalf except for those items expressly provided for in the attached schedule. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Each invoice for reimbursable expenses shall be supported by: (a) an itemized description of expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

4. RIGHTS TO DOCUMENTS OR DATA

All information and data, regardless of form, generated in the performance of, or

delivered under, this Agreement, as well as any information provided to Consultant by Town, shall be and remain the sole property of Town. Consultant shall keep all such information and data in confidence and not disclose or use it for any purpose other than in performing this Agreement, except with Town's prior written approval. In the event that the legal right in any data and information generated in the performance of this Agreement does not vest in Town by law, Consultant hereby agrees to assign and assigns to Town such legal rights in all such data and information. Final payment shall not be due hereunder until after receipt by Town of such complete document and data file, or a certification that there is no such information created by the services performed under this agreement, and receipt of all information and data which is the property of Town. These obligations shall survive the termination of this Agreement.

5. PUBLICITY

Consultant shall not, without the prior written consent of Town, in any manner advertise or publish the fact that Town has entered into this Agreement with Consultant. Consultant shall not, without the prior written consent of the Town, provide, release or make available for inspection any document, data, written material of any kind without the prior written consent of at least three members of the Town Board or by resolution of the Town Board.

6. ASSIGNMENT AND SUBCONTRACTING

Performance of any part of this Agreement may not be subcontracted nor assigned without, in each case, the prior written consent of at least three members of the Town Board or by resolution of the Town Board.

7. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Consultant except to make any payments which may have become due under this Agreement.

8. RECORDS

Consultant shall keep accurate records of the time spent in the performance of services hereunder. The Town shall, until the expiration of seven years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions related to this Agreement.

9. CHANGES

The Town, by resolution of the Town Board or written request by at least three members of the Town Board, within the general scope of this Agreement, may, at any time by written notice to Consultant, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price and time of performance, but any claim for such an adjustment must be made within 15 days of the receipt of such

written notice. In the event that the Consultant determines that a change order is required, Consultant shall obtain written approval of the Town, by resolution or written consent of at least three members of the Town Board, and if the change shall require the payment of additional compensation, Consultant must obtain the written approval of three members of the Town Board or resolution of the Town Board for the additional compensation prior to commencement of work regarding the change order. It is agreed and understood that no oral agreement, conversation, or understanding between the Consultant and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Town Attorney, 200 Howell Avenue, Riverhead, NY 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to studio a/b architects, 651 West Main Street, Riverhead, NY 11901.

11. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state, and local laws and ordinances and regulations in the performance of its services under this Agreement. Consultant will notify Town immediately if Consultant's work for Town becomes the subject of a government audit or investigation. Consultant will promptly notify Town if Consultant is indicted, suspended or debarred. Consultant represents that consultant has not been convicted of fraud or any other felony arising out of a contract with any local, state or federal agency. In carrying out the work required hereunder Consultant agrees not to make any communication to or appearance before any person in the executive or legislative branches of the local, state or federal government for the purpose of influencing or attempting to influence any such persons in connection with the award, extension, continuation, renewal, amendment or modification of any contract or agreement. Consultant may perform professional or technical services that are rendered directly in the preparation, submission or negotiation activities preceding award of a Town agreement/contract or to meet requirements imposed by law as a condition for receiving the award but only to the extent specifically detailed in the statement of work. Professional and technical services are limited to advice and analysis directly applying Consultant's professional or technical discipline.

12. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance. Consultant hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Consultant under this Agreement.

13. CONFLICT OF INTEREST

Consultant hereby represents and covenants that neither it nor any of its employees or representatives has or shall have, directly or indirectly, any agreement or arrangement with any official, employee or representative of the Town of Riverhead which any such official, employee, representative shall receive either directly or indirectly anything of value whether monetary or otherwise as the result of or in connection with any actual or contemplated application before any department of the Town, contract with the town for sale of any product or service. Consultant further represents and covenants that neither it nor any of its employees or representatives has offered or shall offer any gratuity to the Town, its officers, employees, agents or representatives with a view toward obtaining this Agreement or securing favorable treatment with respect thereto. Consultant further represents that it will not engage in any activity which presents a conflict of interest in light of its relationship with Town.

14. DISCLOSURE

The Town shall have the right, in its discretion, to disclose the terms and conditions of this Agreement (as it may be amended from time to time), including but not limited to amounts paid pursuant hereto, to agencies of the local, state and federal government.

15. DISPUTES

If Consultant fails to perform any of its obligations hereunder in accordance with the terms hereof, then after reasonable notice to Consultant not to exceed thirty (30) days, and an opportunity for Consultant to cure such failure, (except in case of emergency), the Town may (but shall not be obligated to) cure such failure at the expense of the Consultant, and the amount incurred by the Town in connection with such cure shall be payable by Consultant to Town on demand. Notwithstanding the above, any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, Consultant shall proceed diligently with the performance of this Agreement in accordance with the decision of Town.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

by:

Town Of Riverhead
200 Howell Avenue
Riverhead, New York



info@studioabarchitects.com
www.studioabarchitects.com

651 West Main Street
Riverhead, NY 11901
T 631 591 2402

24180 Main Road
PO. Box 444
Orient, NY 11957
T & F 631 323 1426

April 2, 2009

Ms. Christina Kempner, Director
Community Development
Town of Riverhead
200 Howell Ave.
Riverhead, NY 11901

RE: Consultant Proposal

Dear Ms. Kempner:

studio a/b architects is pleased to submit this consulting proposal to the Town for assistance with application, execution and oversight of grants. Glynis Berry has had success obtaining grants while at the Lutz Jr. Museum and the NYC Department of Transportation. At DOT, she raised seventeen million dollars in grants for pedestrian and traffic calming programs. Her multi-disciplinary application for pedestrian research, planning and projects was awarded in the year ISTEA funds were introduced. Her program was self-sustaining, as well as innovative. Grants obtained and administered included Pedestrian Network Development I and II, Intermodal Nodes, Grand Concourse, East Village Pedestrian Improvements, St. George Ferry Terminal and the Lower East Side Artscape. Some grants were coordinated with other agencies for a multi-disciplined approach. She also supervised the bicycle grants, and eventually the full capital program. She organized a two-day seminar that effected change in DOT programming, participated in public charrettes and served on many advisory committees. Hideaki Ariizumi can offer visualization skills for schematic proposals using hand sketches and computer renderings with programs such as Autocad and Revit (3d modeling).

A charge of \$100 per hour for time spent on the following tasks or as designated by the Town not to exceed \$20,000:

- Prepare Project designs and estimates for transportation, economic redevelopment and/or green design proposals
- Facilitate Project Grant Contracts by preparing project budgets and workplans
- Provide technical assistance for MWBE compliance
-

We appreciate the opportunity to apply for this consultancy.

Sincerely,

Glynis M. Berry, AIA, LEED AP

April 24, 2009

Adopted

TOWN OF RIVERHEAD
RESOLUTION # 393

AUTHORIZES PUBLICATION OF NOTICE TO SOLICIT PROPOSALS FOR
PADDLING CONCESSION

COUNCILWOMAN BLASS

_____ offered the following resolution,

COUNCILMAN DUNLEAVY

which was seconded by _____:

WHEREAS, the Riverhead East Main Street Urban Renewal Area is a priority of the Town of Riverhead Board and has been the focus of numerous plans and studies, capital improvement projects and substantial investment by the Town of Riverhead.

WHEREAS, the Town of Riverhead through its Community Development Department hereby solicits proposals from creative and qualified consultants to conduct and facilitate a community paddling concession in the Riverhead East Main Street Urban Renewal Area alongside the Peconic River Waterfront; and

THEREFORE, BE IT RESOLVED, that Riverhead Town Board authorizes the issuance of the attached Request for Proposals.

THEREFORE, BE FURTHER IT RESOLVED, that the Riverhead Town Board hereby authorizes publishing and posting of the attached public notice in the Thursday, April 30, 2009 issue of the News Review and to post same on the signboard in Town Hall.

THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk shall provide notification of this resolution to the Community Development Director.

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no *absent*
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

Please take notice that the Town of Riverhead through its Community Development Department hereby solicits proposals from creative and qualified consultants to conduct and facilitate community paddling concession in the Riverhead East Main Street Urban Renewal Area along the Peconic Riverfront.

A Request for Proposals has been issued by the Town of Riverhead Community Development Department to solicit proposals can be obtained at the Town Clerk or through the Community Development Department during business hours or by calling 727-3200 ext. 287.

Dated: April 30, 2009

Diane Wilhelm
Town Clerk

**REQUEST FOR PROPOSALS (RFP)
TOWN OF RIVERHEAD**

**DOWNTOWN RIVERFRONT REDEVELOPMENT
PADDLING CONCESSION**

April 30, 2009

OBJECTIVE

The Town of Riverhead seeks proposals and qualifications from recreational outing firms or other similar professionals to assist the Town of Riverhead to offer the community “river related” recreational opportunity in the East Main Street Urban Renewal Area along the waterfront in downtown Riverhead.

The overall goal of this effort is to assist the community vision for revitalization of this currently underutilized area by facilitating paddling opportunities for the general public that would meet Town of Riverhead goals:

1. To develop innovative approaches to downtown redevelopment that address broader community needs and goals.
2. To help reinforce and enhance downtown Riverhead as the community gathering place through creation of a community focal points that will attract customers, bring a variety of community groups and populations together, serve as a venue for community dialogue, and help catalyze revitalization in surrounding areas.
3. Expand and diversify economic opportunities and sustainability for Town of Riverhead residents and entrepreneurs through development of new micro-economies accentuating Riverhead’s strengths, particularly water-enhanced and water-dependent uses.

The concession is expected to provide new options for improved quality of life for Town of Riverhead residents and visitors alike, including improved economic opportunities that accentuate the waterfront, connection to the retail centers, public open spaces, streetscapes, historic resources, and access to transportation and parking.

PROPOSED PROJECT LOCATION

The area for location of the concession is within the Town of Riverhead East Main Street Urban Renewal area (1993) with primary focus on the area south of Main Street, Riverhead. Emphasis should be on the public space atmosphere of the water front, while attracting new customers to access nearby retailers and commercial properties. The redevelopment area is characterized by numerous vacant buildings, public parking areas and underutilized properties.

SCOPE

The intent of the Town of Riverhead is to provide a concession that will stimulate community and stakeholder participation into the redevelopment of the downtown business district by encouraging new ideas for improvements to property along the riverfront that may at present be publicly or privately owned. The end result of the process is to produce a vision for the redevelopment of this area within the historic context of the surrounding buildings and sensitivity to the environment that encourages incorporation of ideas consistent with current zoning for this area, including but not limited to river related entertainment, recreation, and retail/commercial. Response proposals should encourage additional marine access to the dock and pedestrian utilization of the greenspace along the river, scenic vistas, access from Rt. 25 and Rt. 94, the potential for synergistic development in the Town of Southampton, and resident and visitor use of the riverfront

For more information on the area and redevelopment planning documents, responders are directed to the East Main Street Urban Renewal Plan Update (2008) and accompanying Generic Environmental Impact Study, and the Town of Riverhead Comprehensive Plan.

The concession is intended to accentuate the historic nature and waterfront location of the downtown area and relate to the surrounding buildings with historic significance as well as to the waterfront. The concession must consider all regulatory issues.

PROPOSAL FORMAT AND INFORMATION

General Information: All prospective respondents should familiarize themselves with the project area. For general information regarding the project area or questions regarding the submission, contact:

Chris Kempner, CDA Director – 631-727-3200 x287

Submittal of Proposals: Responses must be submitted to the office of the Town Clerk:

Diane Wilhelm, Town Clerk
Town of Riverhead
200 Howell Ave.
Riverhead, NY 11901

Submission Format: Interested proposers should submit ten (10) copies of their response to the address cited above. All submissions must contain the following:

1. Letter of Transmittal signed by a company principal;
2. Executive summary of proposed concession concept and procedure;
3. Detailed proposal strategy containing at a minimum:

- a) Insights and approaches for facilitating a paddling concession on the waterfront that would enhance revitalization of the project area. Reference should be made to similar experiences in comparable areas and show an understanding of the recreational access business.
 - b) A description of the proposed plan including a breakdown and description of project elements.
 - c) A project schedule identifying milestone dates.
4. Identification of the Team, key principals and qualifications:
- a) Description of relevant expertise and experience including examples of successful projects of similar or larger scope and scale, any unique qualifications that the Proposer brings to the project, understanding of the Riverhead area and waterfront potential.
 - b) Marketing and Operations Skills;
5. Proposed finance structure:
- a) Proposed payments to the Town of Riverhead.
 - b) Approach to covering costs for sustaining business, including fee structure.
 - c) Marketing and outreach.
 - d) Permitting, insurance, security, etc.

SCHEDULE

Responses must be submitted by 4:00 pm on Friday, May 8, 2009 to the Town Clerk, 200 Howell Ave., Riverhead, NY 11901. Emailed or faxed responses will not be accepted. Responses must be enclosed in a sealed envelope marked "Downtown Riverfront Paddling Concession". **Late submissions will not be accepted and incomplete proposals will not be considered.**

The Town of Riverhead reserves the right to reject any and all proposals if it is determined to be in the best interests of the Town. In addition, the Town assumes no responsibility or liability for costs incurred by respondents for the preparation/submission of a response to this request or for any subsequent requests made by the Town. Furthermore, the Town reserves the right to award a contract resulting from this depending upon availability of funding.

III. TERMS AND CONDITIONS

Proposals are to be submitted in compliance with the terms and conditions as set forth herein. Proposals should be typed (double-spaced), bound and accompanied by an executed copy of this Request for Proposal signed by a principal of the submitting Proposer thereby affirming its agreement with the requirements hereof.

1. Required Information Regarding the Proposer

Each submitted Proposal must include, without limitation, the following information to be furnished by the submitting Proposer:

- a. Letter of Interest, including overview of firm and officers
- b. Contact person for the Proposer (must be a principal with name and relevant contact information).
- c. The Proposer's business address (including the address of its primary business operations, and that of its office which will be handling this transaction).
- d. The Proposer's main telephone and facsimile numbers.
- e. A general background of the Proposer, and its business organization, including:
 1. Proven qualifications to carry out a project as outlined in this proposal.
 2. Demonstrated experience in similar projects.
 3. Demonstrated understanding of the Town's vision and goals for the area as reflected in the proposed approach to the project.
 4. Provide a list of clients to whom your firm has provided similar services including the names, titles and phone numbers of individuals whom the Town may contact as references.

2. Proposal Delivery Requirements

Submissions must be received on or before 4:30 p.m. on Friday, May 8, 2009, with ten (10) copies of the Proposal submitted to: Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York 11901. It is the responsibility of each Proposer to insure that its submission reaches the address as specified above. Overnight delivery or courier service due for arrival on the morning of the submission deadline will not guaranty its timely receipt. Please note that the response should be in an 8½" by 11" letter format and bound into one document. Faxed proposals are not acceptable.

3. Proposal Procedures and Conditions

- a. **Expenses of Proposal Preparation.** Each Proposal prepared in response to this RFP will be prepared solely at the cost and expense of the Proposer with the express understanding that there will be no claim whatsoever for reimbursement from Town for any cost or expense incurred in its preparation. Nor will there be any claims whatsoever for reimbursement from the Town for any other costs or expenses incurred by any Proposer, including, without limitation, the selected Proposer.
- b. **Required Forms.** All Proposals must be typed. Proposers are free to, and are encouraged to, submit supplementary information as attachments. The parties hereto expressly acknowledge, accept, and agree that all documents submitted in response to this RFP will become the property of the Town of Riverhead and will not be returned.
- c. **Except as hereinafter provided.** No officer, agent, or employee of the Town is authorized to amend any of the provisions or specifications contained in this RFP. Accordingly, all changes, if any, must appear as a written addenda attached to this RFP, and be made under the signature of the Chairman.
- d. **Changes to this RFP.** The Town reserves the right to make any additions, deletions, corrections, or changes to the RFP package. In addition, the Town may issue an interpretation or clarification of Proposal submission requirements, or procedures, or of any terms and conditions of any document contained in or required by the RFP package.
- e. **Addenda to this RFP.** Any such addenda by the Town will be delivered and made in writing to all Proposers who have requested an RFP package and/or returned a completed RFP submission. All such Proposers will be required to acknowledge receipt of any such addenda issued by the Town, by returning and/or attaching a signed and dated copy of the addenda transmission cover sheet as may be instructed in the addenda transmittal.
- f. **Modifications of Proposals.** A submitted Proposal may be modified by the submitting Proposer, in part or in whole, by a written document executed in the same manner and in the same number as the original, submitted Proposal (i.e., with original verification and original supporting forms), provided such

modification is received by the Town of Riverhead prior to the stated submission deadline. Such modification must be submitted by such valid means as set forth herein for submission of a Proposal, and which is endorsed on the front thereof with the words "Downtown Riverhead Historic District Guidelines -- Proposal Modification."

- g. **Withdrawal of Proposals.** A Proposer may, by written request (made with an original stipulation), withdraw its Proposal, provided such request is received by the Town of Riverhead prior to the submission deadline. Such request must be submitted in an envelope clearly showing the return address of the submitting Proposer, and which is endorsed on the front thereof with the words "Downtown Riverhead Historic District Guidelines -- Proposal Withdrawn".
- h. **Late Filings.** Proposals, modifications of Proposals, and withdrawal requests received by the Town after the submission deadline will not be considered, and will be returned to the Proposer unopened.
- i. **Proposers' Exceptions to the RFP.** Should a Proposer take exception to any provision of this RFP, such exception must be clearly stated (referencing the affected section, paragraph, and page in this RFP), must set forth the reason(s) for the objection, and indicate what (if any) alternative is being offered by the objecting Proposer to the Town as to a substitute provision. When exception(s) are taken, the Town shall determine (in its sole discretion) the acceptability of the proposed exception(s). Exceptions may be accepted or rejected, and the Town is under no obligation to accept any such exceptions or proposed alternatives. Where exceptions are rejected, the Town may insist that the Proposer negotiate an acceptable alternative thereto. In the event of an impasse, the Town may permit a Proposer to withdraw its Proposal; however, in such circumstances, the Proposer will be disqualified from any further proceeding under the instant RFP. If no exceptions are stated, the Town shall assume that the Proposer has accepted all the terms and conditions of the RFP package.
- j. **Oral Presentations.** The Town may require Proposers to give oral presentations in support of their Proposals, and to exhibit or otherwise demonstrate the information contained therein. Such presentations will be conducted privately, one Proposer at a time. Non-presenting Proposers will be excluded from any other Proposer's presentation. No oral presentation will be permitted, unless a Proposer has timely filed a complete written Proposal.

- k. **Negotiations.** The Town may issue its Notice of Award on the basis of initial Proposals received without discussions or negotiations. Accordingly, the Town reserves the right to enter into Contract (and/or Contract negotiations) with any selected Proposer. If the Town and the selected Proposer cannot successfully negotiate a Contract acceptable to the Town, then the Town may declare that said negotiations are terminated and begin negotiations with an alternate selected Proposer. No Proposer shall have any rights against the Town (for purchase of the Property or otherwise) arising from such negotiations or the termination thereof.
- l. **Conflicting Provisions.** The Contract will constitute the entire understanding and agreement between the Town and the selected Proposer, and shall set forth all the terms and conditions therefore. In the case of a conflict between this RFP and the Contract, the Contract shall control.
- m. **Proposal Award.** The Town intends to enter into contract negotiations with the Proposer selected by the Town's RFP evaluation committee. If the selected Proposer (who shall receive a "Notice of Award" letter from the Town's RFP evaluation committee) fails to enter into negotiations or fails to execute and return the tendered Contract (together with any necessary documents, attachments, affidavits, and/or deposits) within ten (10) days after the issuance of such Notice of Award letter, then the Town, at its sole option, may determine and declare that said Proposer has abandoned the Contract, and a Notice of Award may be issued to the next most qualified and selected Proposer for the purchase of the Property. Neither the issuance of a Notice of Award nor the negotiation of the Contract with the selected Proposer shall constitute the Town's acceptance of the Proposal or a binding commitment on behalf of the Town to enter into a Contract with such Proposer.

Dated: _____

I have read the requirements for a selected Proposer, acknowledge, agree and accept the terms and requirements hereof, and will be able to comply with them if selected as the purchasing Proposer.

Proposer: _____

Name: _____

Title: _____

Company Name: _____

Adopted

April 24, 2009

TOWN OF RIVERHEAD
RESOLUTION # 394

REJECTS BID AND AUTHORIZES TOWN CLERK TO RE-PUBLISH AND RE-POST
THE NOTICE TO BIDDERS FOR THE GRANGEBEL PARK NORTH SPILLWAY
REPAIR AND SOUTH SPILLWAY FISH PASSAGE

Councilman Dunleavy offered the following resolution which was
seconded by Councilman Wooten.

WHEREAS, the Town Clerk was authorized to post and publish a Notice to Bidders for the Grangebél Park North Spillway Repair and South Spillway Fish Passage; and
WHEREAS, three (3) bids were received and opened on October 31, 2008 at 11:00 am in the Office of the Town Clerk; and

WHEREAS, in order to comply with state and federal grant requirements, it is necessary to reject the bids received and re-bid with comprehensive federal grant requirements included in the contract specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board be and does hereby reject any and all bids received in connection with the above referenced project; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to return any and all bid bonds received in connection with the above referenced project; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to re-post and re-publish the attached Notice to Bidders in the April 30, 2009 issue of the official Town newspaper; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Christina Kempner, Community Development Director, Christine Fetteñ, P.E., Assistant Town Engineer, Purchasing Department, IT Department and the Office of Accounting.

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed proposals for the Grangebél Park North Spillway Repair and South Spillway Fish Passage, Riverhead, New York will be received by the Town of Riverhead in the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:00 am on June 1, 2009 at which time they will be publicly opened and read aloud.

Plans and specifications may be examined and/or obtained on or about April 30, 2009 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website: www.riverheadli.com and click on Bid Requests.

A non-refundable fee of \$50.00 will be required for each hard copy of the contract documents obtained from the Office of the Town Clerk.

There will be a mandatory pre-bid meeting scheduled for May 8, 2009 at 10:00 am at Riverhead Town Hall to review contract specifications and to answer questions regarding the state and federal grant requirements. Minority business owners are welcome to attend.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "Grangebél Park North Spillway Repair and South Spillway Fish Passage" and must be accompanied by a bid surety as stated in the Instruction to Bidders.

PLEASE TAKE FURTHER NOTICE, that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lowest bidder.

BY ORDER OF THE RIVERHEAD TOWN BOARD
DIANE M. WILHELM, Town Clerk
Riverhead, New York 11901

Dated: April 24, 2009

THE VOTE
Blass Yes No
Dunleavy Yes No
Wooten Yes No
Cardinale Yes No *absent*
THE RESOLUTION 1 WAS WAS NOT
THEREFORE DULY ADOPTED.

Adopted

April 24, 2009

TOWN OF RIVERHEAD

Resolution # 395

AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR OIL, LUBRICANTS AND FLUIDS

Councilman Wooten _____ offered the following resolution,

which was seconded by Councilwoman Blass

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for Oil, Lubricants and Fluids and;

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the APRIL 30TH, 2009 issue of the News Review and;

BE IT RESOLVED, that the Town Clerk be, and hereby is, authorized to forward a copy of this resolution to the Purchasing Department.

THE VOTE

Wooten Yes No
Dunleavy Yes No Blass Yes No
Cardinale Yes No *absent*

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

NOTICE TO BIDDERS

Sealed bids for the purchase of **OIL, LUBRICANTS AND FLUIDS** for use by the **TOWN OF RIVERHEAD** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:20 a.m. on MAY 8TH, 2009**

Bid packets, including Specifications, may be obtained on our website at www.riverheadli.com or at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

The Town Board reserves the right and responsibility to reject any or all bids or to waive any formality if it believes such action to be in the best interest of the Town.

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation **BID OIL, LUBRICANTS AND FLUIDS.**

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD**

Diane M. Wilhelm, Town Clerk