

**CONTRACT FOR SERVICES**

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the City of Long Beach, between (i) City of Long Beach, a municipal corporation having its principal office at One West Chester Street, Long Beach, New York 11561 (the "City") acting on behalf of the City Department of Public Works, having its principal office at same (the "Department") and (ii) H2M Architects and Engineers, an engineering firm having its principal office at 538 Broad Hollow Road, Melville, NY 11747(Firm or the "Contractor").

**WITNESSETH:**

WHEREAS, the City desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the date on which this Agreement is executed by the City (the "Commencement Date") January 2019 and terminate on December 2019 (the "Expiration Date") unless sooner completed, terminated or extended in accordance with its terms

2. Services

The selection of your firm was based on an evaluation of the qualifications and other available information on firms which have expressed an interest in performing these services for the City of Long Beach and have submitted the information required by our advertisement.

This assignment is made based upon the availability of the qualified personnel described in your submittal, upon their ability to accomplish this work on a timely basis, and evidence that your firm's accounting system is presently capable of supporting cost reimbursement or other methods of payment which will be negotiated for this assignment and included in the agreement.

This designation is made with the full expectation that the project will advance. However, it should be understood that due to unforeseen circumstances, there is a possibility the contract negotiated for the project may not be executed.

- (a) The services to be provided by Contractor specific work divisions and deliverables related to this project as more particularly described in the "Detailed Scope of services"-proposal submitted by Firm dated March 31, 2018. Attached hereto and hereby made a part hereof as Exhibit "A".
- (b) If Firm is authorized, in writing, by the Department, to provide extra services, and the requirements for such extra services are not due to the fault or negligence of Contractor, the Contractor shall be compensated for the additional costs of the extra services in accordance with the terms and conditions contained herein.

3. Payment.

Amount of Consideration. The amount to be paid to Firm as full consideration for Firm services under this Agreement is \$114,700.00 (one hundred fourteen thousand seven hundred dollars) and shall be payable as set forth in the " Payment Schedule" annexed hereto as Exhibit "B".

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon payment of the consideration due under this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the City.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the City.

(iii) The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright

registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Contractor represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the City upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Contractor shall indemnify and hold the City harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the City harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Contractor hereby assigns, sells, and transfers to the City all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the City under this Agreement.

5. Independent Contractor. Firm is an independent contractor of the City. Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a City employee, (ii) commit the City to any obligation, or (iii) hold itself, himself, or herself out as a City employee or Person with the authority to commit the City

to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default.

Contractor is not in arrears to the City upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the City, including any obligation to pay taxes to, or perform services for or on behalf of, the City.

7. Compliance with Law.

(a) Generally. Contractor shall comply with any and all applicable Federal, State and local Laws and regulations. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Contractor acknowledges that Contractor's Information in the City's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the City shall make reasonable efforts to notify Contractor of such request prior to disclosure of the Information so that Contractor may take such action as it deems appropriate.

(c) Protection of Client Information. Contractor acknowledges and agrees that all information that Contractor acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the City, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the City (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Contractor shall deliver services under this Agreement in the typical professional manner consistent with the practices of the industry in which Contractor operates. Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the City, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), to the extent they are caused by any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same;

10. Insurance.

(a) Types and Amounts. The contractor shall obtain and maintain throughout the term of this Agreement, at its own expense (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "City of Long Beach" as an additional insured and have a minimum single combined limit of liability of not less than two million dollars (\$2,000,000) per occurrence and three million dollars (\$3,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and three million dollars (\$3,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the City may from time to time specify.

(b) Acceptability; Deductibles; Sub-consultants. All insurance obtained and maintained by the contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the City and which is (ii) in form and substance acceptable to the City. The contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The contractor shall require any sub-consultant hired in connection with this Agreement to carry

insurance with the same limits and provisions required to be carried by the contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the City reserves the right to consider this Agreement terminated as of the date of such failure.

#### 11. Termination

(a) Generally. This Agreement may be terminated (i) for any reason by the City upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the City immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the City and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

12. Accounting Procedures; Records. Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any

of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the City. No action or special proceeding shall lie or be prosecuted or maintained against the City upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the City Manager for adjustment and the City shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Firm shall send or deliver copies of the documents presented to the City Manager under this Section to each of (i) the Department and the (ii) the Corporation Counsel (at the address specified above for the City ) on the same day that documents are sent or delivered to the City Manager. The complaint or necessary moving papers of Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the City.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

(c) Nothing in section 13 shall operate to preclude the assertion of any defense, counter claim, cross-claim, or other cause of action to which contractor would otherwise be entitled to assert in any claim or action, provided contractor complies with 13 (a) and 13 (b).

14. Work Performance Liability. Firm is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether Firm is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the City.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court of the State of New York, County of Nassau and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. All Legal Provisions Deemed Included; Severability; Supremacy; Construction

In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

17. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

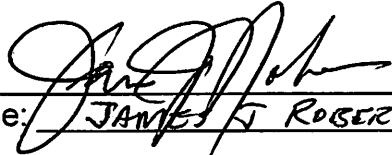
19. Executory Clause. Notwithstanding any other provision of this Agreement,

(a) The City shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all City approvals have been obtained, including, if required, approval by the City Council, and (ii) this Agreement has been executed by the City Manager (as defined in this Agreement).

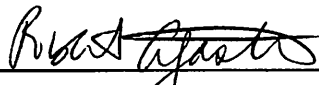
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IN WITNESS WHEREOF, Contractor and the City have executed this Agreement as of the date first above written.

By:   
Name: JAMES J ROBERTS, PE.  
Title: VICE PRESIDENT  
Date: 2/19/19

CITY OF LONG BEACH

By:   
Name: Robert Agostisi  
Title: City Manager  
Date: 3/8/19

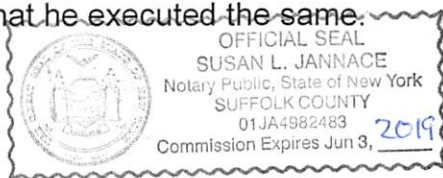
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

CITY OF LONG BEACH)

On this 19<sup>th</sup> day of February in the year 2019 before me personally came James J. Roberts PE to me known, and known to me to be the person described herein and who executed the above instrument; and he duly acknowledged that he executed the same.



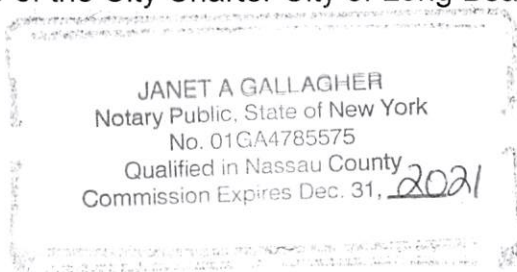
Susan L. Jannace  
NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

CITY OF LONG BEACH)

On the 8<sup>th</sup> day of March in the year 2019 before me personally came Robert AGOSTISI to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a City Manager of the City of Long Beach, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the City Charter City of Long Beach.



Janet A. Gallagher  
NOTARY PUBLIC

# **EXHIBIT A**

## **Detailed Scope of Services**

### **Engineering Services in Conjunction with the Installation of an Enclosure over the Open Air Treatment Basins**

Work on this project shall be divided into three parts and categorized as follows:

- Part 1 – Technical Report
- Part 2 - Design (prepare plans and specifications)
- Part 3 – Construction Administration
- Part 4 – Construction Inspection

Schedule –

Submit Draft/ Final Plans and Specification	- March 2019
Prepare Plans and Specifications	- July 2019
Advertise	- August 2019
Bids Due:	- September 2019
Award	- October 2019
Initiate Construction	- November 2019

## **EXHIBIT B**

### **Payment Schedule**

The amount to be paid to the Contractor as full consideration for services under this Agreement, **including** any extra services that may be so authorized, shall be payable as set forth below. Notwithstanding the foregoing, the maximum amount to be paid to Contractor for services under this Agreement shall not exceed \$114,700.00 (one hundred fourteen thousand seven hundred dollars.)

Payments shall be made to contractor in arrears and shall be contingent upon contractor submitting a claim voucher in a form satisfactory to the City, that states with reasonable specificity the services provide and the payment requested as consideration of such services certifies that the services rendered and the payment requested are in accordance with this Agreement, and is accompanied by documentation satisfactory to the City supporting the amount claimed, and review approval and audit of the voucher by the Department/City Comptroller or his or her duly designated representative.

**Timing of Claims for Payment.** Contractor shall submit claims no later than one (3) months following the City's receipt of the services that are the subject of the claim and no more frequently than once a month.

**Payments in Connection with Termination or Notice of Termination.** Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the City did not desire to receive such services.



**CITY OF LONG BEACH, NEW YORK 11561  
REQUEST FOR PROPOSALS**

**ENGINEERING SERVICES IN CONJUNCTION WITH THE INSTALLATION OF AN  
ENCLOSURE OVER THE OPEN AIR TREATMENT BASINS  
CITY OF LONG BEACH  
WATER PURIFICATION PLANT  
FEBRUARY 2018**

**FEE PROPOSAL SHEET**

1. Cost for Part 1- Technical Report	<u>\$14,500.00</u> (in figures)
2. Cost for Part 2 – Design (Prepare Plans and Specifications)	<u>\$33,500.00</u> (in figures)
3. . Cost for Part 3 – Construction Administration Services	<u>\$11,500.00</u> (in figures)
4. Cost for Part 4 – Construction Inspection	<u>\$110,400.00</u> (in figures)

Submitted By: H2M architects + engineers

(Name of Company)

Name of Authorized Representative: James L. Neri, P.E., Vice President

(Print Name)

Signature of Authorized Representative: 

Date: March 21, 2018



**CITY OF LONG BEACH, NEW YORK 11561  
REQUEST FOR PROPOSALS**

**ENGINEERING SERVICES IN CONJUNCTION WITH THE INSTALLATION OF AN  
ENCLOSURE OVER THE OPEN AIR TREATMENT BASINS  
CITY OF LONG BEACH  
WATER PURIFICATION PLANT  
FEBRUARY 2018**

**I. INTRODUCTION**

The City of Long Beach is requesting proposals for engineering services in connection with the above referenced project.

The engineering services required will include the following categories of work, as listed in the Scope of Services:

- Part 1 – Technical Report
- Part 2 - Design (Prepare Plans and Specifications)
- Part 3 – Construction Administration Services
- Part 4 – Construction Inspection

If your firm is interested in responding to this Request for Proposal, your Proposal must be submitted to:

Mr. John A. Mirando, P.E.  
Commissioner of Public Works  
City of Long Beach  
Department of Public Works-Room 404  
One West Chester Street  
Long Beach, New York 11561

By 5:00 P.M. Thursday, March 22, 2018 and shall be based upon the General Information and Scope of Services attached.

## **II. GENERAL INFORMATION**

### **A. Submission Period**

Respondents must submit their Proposals on or before 5:00 P.M. Thursday, March 22, 2018 (the Submission Deadline). The City of Long Beach City Council expects to select a firm for the Project (the "Awardee") from among the respondents at the April 3 or April 17, 2018, regularly scheduled meeting.

### **B. Preparation of Proposal**

The Consultant shall demonstrate that it has relevant experience in performing projects of comparable value and scope to the type contemplated by this RFP. Each Proposal shall be prepared concisely, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation.

### **C. Number of Copies of Proposal**

Four copies of the proposal must be submitted to the City.

### **D. Inquiries and Submission of Proposal**

Questions about the RFP and the submission of Proposals shall be directed in writing to:

Mr. Joseph Febrizio  
Deputy Commissioner of Public Works  
Department of Public Works – Room 404  
City Hall  
One West Chester Street  
Long Beach, New York 11561  
(516)431-1000 ext. 1011  
(516)431-5008 (fax)  
jfebrizio@longbeachny.org

All Proposals must be received at the above address before the end of the submission period, either by hand delivery, courier or by certified mail in a sealed envelope, to the above office. The cost proposal shall be provided in a separate sealed envelope.

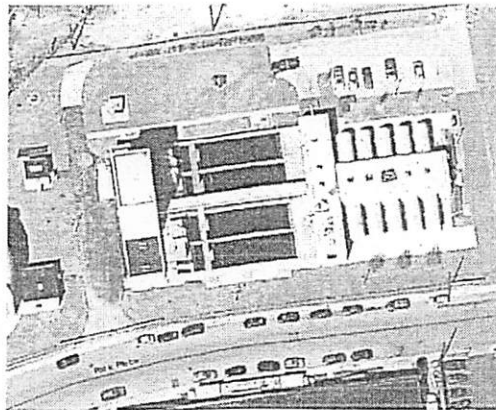
Questions or requests for any clarifications about the RFP will only be accepted up until Friday, March 9, 2018.

ENGINEERING SERVICES IN CONJUNCTION WITH THE INSTALLATION OF AN  
ENCLOSURE OVER THE OPEN AIR TREATMENT BASINS  
CITY OF LONG BEACH  
WATER PURIFICATION PLANT  
FEBRUARY 2018

### III. REQUIREMENTS

#### A. Objective

The City of Long Beach is seeking to retain a professional engineering firm to provide evaluations, design and potentially construction administration/on-site inspection services for the installation of an enclosure to be placed over the open-air treatment modules at the Water Purification Plant, located off of Park Place (see location map). It is the initial intention of the City to enter into a contract with the selected consultant to develop a Technical Evaluation Report which will present various alternatives and associated cost breakdown. Upon review by the City, a decision will be made as to whether to proceed into a design phase.



#### A.1 Overview – History and Function

Long Beach owns and operates a water treatment plant that provides water for the entire City (estimated population of 35,000). Water supplies are derived from a well field screened into the Lloyd Aquifer, located approximately 1200 feet below grade. The raw water is transmitted to the City's Water Purification Plant where it undergoes an array of treatment processes, the primary focus being iron removal. Flocculation and settlement is accomplished in four (4) open air rectangular basins (each approximately 20 feet by 70 feet). The iron sludge is pumped from these units routinely to an iron sludge settling tank prior to disposal at the City's Wastewater Treatment Plant. The processed water is chlorinated and distributed to the public.

The basins are situated approximately 30 feet from a public sidewalk. Recent national bio-terrorism and security issues have propelled the City to evaluate the vulnerability of these modules. It is therefore the intention of the City to increase security and protection by installing a covering system for the basins that will both deter the introduction of a toxic substance into the water supply and not impede the normal maintenance routines required at this facility.



#### **E. Longevity of Proposals**

A proposal may be withdrawn at any time prior to the date specified as the Submission Deadline. However, no Proposer may withdraw or cancel a Proposal for a period of forty-five (45) days following the Submission Deadline, nor shall the successful proposer withdraw or cancel or modify the Proposal, after having been notified that the Proposal has been accepted by the City, except at the request of the City or with the City's written consent.

#### **F. Selection of Awardee**

The City Selection Committee will evaluate each Proposal with emphasis on the following factors:

- *Expertise* and technical approach of the Proposal, explaining the degree to which the respondent's interpretation of the work meets the needs and goals of the City (20 points)
- Demonstrated relevant *experience* in performing projects of comparable value and scope to the type contemplated by this RFP including familiarity with Federal, State, and Local requirements (20 points)
- References, reputation and strength of current team financials (20 points)
- Quality of the Proposal/*Understanding* – adherence to Section III. Requirements (following) to include conciseness, clarity and readability (20 points)
- *Scheduling* to meet the timeline imposed (20 points)

The Committee may opt to interview the consultant in a 15 to 20 minute interview. Final selection of the Consultant will be made solely by the City Council

#### **G. Right of Rejection by the City**

Notwithstanding any other provisions of this RFP, the City reserves the right to select the respondent that best meets the requirements of the RFP, and not necessarily to the lowest priced proposal. Further, the City, reserves the right, for any or no reason and in its sole and absolute discretion, to (1) amend, in whole or part, (2) withdraw or cancel this RFP, and (3) accept or reject any or all Proposals prior to execution of the contract for the Project for any or no reason and with no penalty to the City.

#### H. Notice of Award

The City shall inform the Awardee that they have been selected by means of a Notice of Award issued by the City. Neither the selection of a respondent as the Awardee nor the issuance of a Notice of Award shall constitute a binding commitment on behalf of the City to enter into any contract with the Awardee, as any binding arrangement must be set forth in definitive documentation negotiated between and signed by the Awardee and the City.

#### I. Contract Negotiations

The City intends to enter into contract negotiations with the firm or firms selected, who shall be required to enter into a written contract (hereinafter, the "Contract") with the City in a form satisfactory to the City Council. The terms of the Agreement will be similar to the draft agreement included herein in Appendix B.

The City reserves the right to negotiate the terms and conditions of the Contract(s) with the selected Proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a Proposer nor the negotiation of the Contract with such Proposer(s) shall constitute a binding commitment on behalf of the City to enter into a Contract with such Proposer(s), as any binding arrangement must be set forth in the Contract signed by both parties and is subject to all requisite approvals.

#### J. Schedule

The Consultant shall be prepared to start work within ten (10) days of notice of award, and must anticipate completion of plans and specifications to meet the following proposed schedule:

Technical Report	June 2018
Prepare Plans and Specifications:	December 2018
Advertise:	Jan. 2019
Bids Due:	Feb. 2019
Award:	Mar. 2019
Initiate Construction:	April 2019

Note: The Contractor is required to submit the plans to the Nassau County Department of Health. Approval is required prior bid advertisement. All work including Nassau County Department of Public Works filing and reproduction costs shall be borne by the consultant selected to work on the project.

## K. Technical Proposal Submission Elements and Necessary Qualifications

Each Technical Proposal shall include a Cover Letter, Executive Summary, Technical Approach and a Qualifications Section.

The Executive Summary shall provide a description of the key points of the Proposal, specifically addressing why your firm is qualified to provide the engineering services in connection with the scope of services in this RFP. This section must include the name, email address, telephone number and facsimile number of the key contact person for this proposal.

The Technical Approach shall include: proposed staffing for the project, schedule, plans for accomplishing the work, and proposed ideas for the design.

The Qualifications Section shall include background information on your firm including but not limited to:

1. Firm Overview
2. Please provide the resumes of the individuals who would comprise your operational team and the principal-in-charge. Describe only the people who would actually work on this City Project. Specify the role each would play, as well as what backup coverage would be available in time of conflicting engagements. Provide an organizational chart.
3. A list of any sub-consultants who may be used to perform the work.
4. Additional information pertinent to the City requirements.
5. References: Names, Titles, addresses and phone numbers of key contacts for five (5) clients, particularly those for whom the respondent has undertaken projects similar to this Project.
6. The Non-Collusive Proposal Submission Certification signed by a duly authorized representative of the Proposer, set forth in Appendix A, attached hereto and made a part hereof.

## L. Fee Proposal

The consultant shall submit a Fee Proposal, which provides fees for Parts 1, 2, 3, and 4 as indicated. **The cost proposal is required to be submitted in a separate sealed envelope.**

The Fee Proposal shall also include a list of hourly rates, anticipated man-hours for field and office time, and multiplier utilized. The maximum hourly wage rate (including multiplier) that is permitted to be utilized is \$175.00/hr.

The consultant will be required to submit fees for Parts 1, 2, 3, and 4 only. The fees for Parts 1, 2, 3, and 4 will incorporate, but not be limited to, all costs associated with printing, reimbursables (travel, phone, fax, mailings, etc.), soil borings (as necessary), markouts, filing fees, permits, meetings, etc.



**CITY OF LONG BEACH, NEW YORK 11561  
REQUEST FOR PROPOSALS**

**ENGINEERING SERVICES IN CONJUNCTION WITH THE INSTALLATION OF AN  
ENCLOSURE OVER THE OPEN AIR TREATMENT BASINS  
CITY OF LONG BEACH  
WATER PURIFICATION PLANT  
FEBRUARY 2018**

**FEE PROPOSAL SHEET**

1. Cost for Part 1- Technical Report \_\_\_\_\_  
(in figures)
2. Cost for Part 2 – Design (Prepare Plans and Specifications) \_\_\_\_\_  
(in figures)
3. . Cost for Part 3 – Construction Administration Services \_\_\_\_\_  
(in figures)
4. Cost for Part 4 – Construction Inspection \_\_\_\_\_  
(in figures)

Submitted By: \_\_\_\_\_  
(Name of Company)

Name of Authorized Representative: \_\_\_\_\_  
(Print Name)

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

## **B. Project Classification**

**Classifications under New York State Environmental Quality Review Act (SEQR) Part 15, Title 17 of the Official Compilation of Codes, Rules and Regulations of New York State (17 NYCRR Part 15) is assumed to be a Type II Project.**

## **C. Policy and Procedures**

**All plans and specifications must be prepared in compliance with relevant local, state, and federal rules and regulations. The Consultant shall prepare for and attend all meetings as directed by the City and as described herein. The Consultant will be responsible for the preparation of all meeting minutes and the minutes shall be submitted to the City within one (1) week of the meeting date.**

**When specifically authorized in writing to begin work, the Consultant shall render all services and furnish all materials and equipment necessary to provide the City with Reports, Plans, Estimates and other data specifically described under Parts 1 through 4.**

**The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by the Consultant under this Contract. The Consultant shall, without undue delays and without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications and other services. Before beginning each of the items described below the consultant shall meet with the City to discuss and more accurately define the work to be performed.**

#### D. Scope of Services - Categorization of Work

Work on this project shall be divided into three parts and categorized as follows:

- Part 1 – Technical Evaluation Report
- Part 2 - Design (Prepare Plans and Specifications)
- Part 3 – Construction Administration Services
- Part 4 – Construction Inspection

##### Part 1 – Technical Evaluation Report

It will be the responsibility of the selected Consultants to undertake an inspection of the site and facilities and to develop a list of feasible enclosure alternatives for the basins. Each option will be evaluated for **cost-effectiveness** and consistency with the City's Vulnerability Assessment. An option should only be considered that would be "approvable" by the Nassau County Health Department. The selected engineering firm will be requested to work closely with plant operators to identify maintenance issues and requirements and atypical site conditions.

The City will consider various options including permanent structures, retractable systems as well as material enclosures. Each alternative will be evaluated as to its ability to deter a toxic substance and the impacts of the structure will have on the overall maintenance and operations of the facility. Other considerations include:

- The need for adequate ventilation and lighting in any enclosure.
- The need for the center walkway.
- The impacts on the adjoining aerator units.
- Employee safety related to each type of installation.
- Atmospheric conditions including prevailing winds and temperature.
- Structures shall be low maintenance and be constructed of non-corrosive materials.
- The adaptability of an option to accommodate future rehabilitation efforts need to be considered.
- All enclosures must conform aesthetically with adjoining structures and buildings.

*A Technical Evaluation Report* will be generated that will present the findings. An assessment of each alternative shall be made including any potential short term and long term environmental impacts. Cost estimates shall be provided for each option as well as a time frame for installation. *The consultant will be encouraged to be "innovative" but any proposed alternative must accentuate "low maintenance" while being clearly cost-effective.* Any proposed action should be presented in the context of minimizing any negative impacts to area residents and maintaining plant operations during erection. The Consultant will be requested to provide their recommendations.

**All recommendations must be consistent with current federal, state and local guidelines, Codes and Standards for such facilities.**

## **Part 2 – Design (Preparation of Plans and Specifications)**

Under this task the Consultant shall perform all work required to prepare detailed plans and specifications (design), in such a manner that they can be used for initiating Construction.

The Consultant will prepare detailed plans and specification that are consistent with all federal, state and local guidelines and codes. All documents must be prepared such that they will receive the approval of the appropriate regulatory agencies.

The City would expect to receive draft design documents (60% and 90%), followed by an approvable (final) set of design plans and specifications. Any necessary, permit applications, reports or submittals required by all jurisdictional and regulatory agencies will be the responsibility of the Consultant.

During the course of the design project, the consultant should plan for periodic site visits as well as meetings with City operators and administrative staff for the purpose of fact-finding, problem solving and discussing recommendations and/or providing progress updates. Any sampling, soil analysis or other testing shall be incorporated in the Consultant fee for design. In addition, it may be necessary to meet with various regulatory agencies in seeking approvals for the proposed project. Subsequent minutes and response letters will be prepared by the consultant in a timely fashion. Time should be allocated for such activities and the consultant will be responsible for the coordination of same. The final plans and specifications will be prepared utilizing the City's contractual boilerplate. The Contract documents, at a minimum, shall include the City of Long Beach boilerplate; a bidding format as directed by the City and detailed plans and specifications.

## **Part 3 – Construction Administration Services**

### **2.1 General**

The Awardee must have a demonstrated record of experience administering construction activities of projects of size and scope. If authorized by the City, the Services shall include the following:

- Hold a pre-construction meeting.
- Assist the City in evaluating the past performance of the apparent low bidders and their ability to perform the tasks delineated.
- Provide a written recommendation to the City regarding the award of construction contracts.
- Review construction schedule and cost breakdown.
- Respond to questions related to the intent of the design
- Shop drawing review
- Interpretation of design drawings and specifications
- Review and preparation of change orders.
- Review and approve all proposed deviations and substitutions to the contract drawings
- Review all laboratory, shop, mill, material, and equipment test reports.
- Review Contractor payment requests
- Review As-Built drawings

- Supply certification of quantities or units of materials, and supply certification that all work was constructed in accordance with the plans and specifications or any amendments thereto.

### Part 3 – Construction Inspection

#### 3.1 General

The City, at its discretion, may elect to utilize the design firm to provide construction inspection services. The Consultant shall provide the City with the costs for full time inspection for the period of four months (120 days). Details such as estimates of direct technical labor, overhead and profit expenses, multiplier utilized, and rates of key personnel shall be included. The City reserves the right to select and negotiate the procurement of inspection services with the selected design consultant or seek proposals upon completion of the design phase.

#### E. Standard Practices

All drawings and specifications submitted to the City for final acceptance shall be accompanied by all necessary applications, certificates or approvals from City, County, State, Federal or other municipal departments having jurisdiction over any phase of the work. Submission to such agencies shall be made by the consultant in the name of the City.

Notwithstanding any of these provisions, the consultant shall, in all cases, conform to any special requirements of other governmental agencies where such conformity is a required condition for funding, grant approval, or submission/approval of applications and the like.

Copies of all correspondence received and sent by the consultant relative to this work shall be provided to the Commissioner of Public Works.

The consultant shall prepare and distribute minutes of all meetings held relevant to this work.

The consultant, on a monthly basis, shall prepare a letter reporting on its monthly activities, progress and any unresolved problems that are impeding the performance of the work.

#### F. Consultant Liability

The consultant shall be responsible for all damage to life and property due to activities of the consultant, its sub-contractors, agents or employees, in connection with his services under this agreement. The consultant specifically agrees that its sub-contractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that the consultant shall indemnify and hold harmless the City from claims suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the consultant under this agreement, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this provision, shall include, in addition to negligence founded upon tort, negligence based upon the consultant's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work.



Nothing in this provision or in the agreement shall create or give to third parties any claim or right of action against the consultant or the City beyond such as may legally exist irrespective of this provision of this agreement.

#### G. Extra Work

If the consultant is of the opinion that any work that the consultant has been directed to perform is beyond the scope of their agreement and constitutes extra work, the consultant shall promptly notify the Commissioner of Public Works of that fact, in writing. Extra work shall not be initiated without approval, in writing, from the City Manager and/or the City Council.

#### H. Ownership of Documents

All completed original tracings and the original master specification sheets shall constitute the property of the City but may, during the course of the performance of the work required by this agreement, remain in custody of the consultant unless otherwise directed by the Commissioner of Public Works.

#### I. Independent Contractor

The consultant, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as nor claim to be an officer or employee of the City by reason hereof, and that he will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including, but not limited to, Workmen's Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

The consultant shall not engage, on a full-time or part-time or other basis during the period of this agreement, any professional or technical personnel who are or have been at any time during the period of the agreement in the employ of the Federal Highway Administration or the Public Works organization of any State, County or City or City except regularly retired employees, without the consent of the public employer of such person.

#### J. Additional Conditions

All materials submitted in response to this RFP will become the property of the City.

The City reserves the right to conduct discussions with, and to request additional information from, one or more respondents. No respondent shall have any rights against the City as a result of such discussions.

The City reserves the right to negotiate separately with any source whatsoever.

The City reserves the right to waive any irregularity in any Proposal received or any other aspect of this procurement.

Each proposal prepared in response to this RFP will be prepared solely at the cost and expense of the respondent with the express understanding that there will be no claim whatsoever for reimbursement from the City.

Submission of a proposal in response to this RFP shall constitute an offer on the part of the successful respondent to become the Awardee, and to enter into a contract to undertake or complete the Project.

News releases or other public announcements relating to this RFP shall not be made by any party receiving this RFP without the prior written approval of the City.

The City and its respective officials and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the City does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the webpage on which the RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

#### K. Deliverables

The consultant will be required to provide the City with fifteen (15) sets of final plans and specifications. Ten will be provided on CD. Three full size (22" x 34") hard copies of the final plans and specification will be required and two 11" x 17". The consultant will be required to provide three (3) draft sets of plans and specifications for the 60% and 90% versions for review as well. The requisite copies of plans and specifications for Nassau County Department of Health approval, as well as application/fee will be the responsibility of the consultant.

APPENDIX A

NON-COLLUSIVE PROPOSAL SUBMISSION CERTIFICATION  
(ONE PAGE)

NON-COLLUSIVE PROPOSAL SUBMISSION CERTIFICATION

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

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

I, the undersigned, attest under penalty of perjury that I am an authorized representative of the Proposer and that the foregoing statements are true and accurate.

Name of Proposer: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_