

#4



CITY OF LONG BEACH, NEW YORK 11561
REQUEST FOR PROPOSALS

LONG BEACH POLICE AUXILIARY BUILDING
REHABILITATION
NOVEMBER 2023

FEE PROPOSAL SHEET

1. Cost for Part 1 – Design (Prepare Plans and Specifications)

\$87,000.00

(in figures) Note: Costs for Geotechnical Engineering and Asbestos Testing are included in the fee.

2. Cost for Part 2 – Construction Administration Services

\$27,000.00

(in figures)

3. Cost for Part 3 – Part-time Construction Inspection

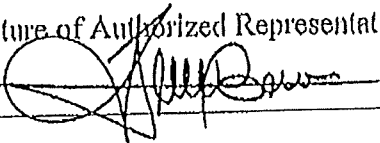
\$54,000.00

(in figures) \$75.00 hourly rate (blended) for total estimated 720 hours

Submitted By: AI-ALT STRUCTURAL ENGINEERING PLLC d/b/a "AI-ALT"
(Name of Company)

Name of Authorized Representative:

Alvin Tabar
(Print Name)

Signature of Authorized Representative:


Date: 1/19/2024

#6



City of Long Beach

INTEROFFICE MEMO

To: Daniel Creighton, City Manager
Frank Dikranis, Corporation Counsel
Inna Reznik, City Comptroller

From: Russell Darress, Interim Commissioner of Public Works

Subject: **Request for City Council Resolution – Disaster Management Response and Recovery Consulting Services**

Date: November 20, 2024

Whereas pursuant to Resolution 82/24 of June 4, 2024, the City renewed the retainer agreements with the following three (3) consultant firms to continue engineering services for Hazard Mitigation Projects on an as needed basis for a period of two (2) years.

- L.K. McLean Associates, P.C.
- D&B Engineers and Architects, P.C.
- IMEG Engineering

Funds are available in H1019.52352 (Hazard Mitigation Projects) \$15,821.98
H1020.52352 (Hazard Mitigation Projects) \$600,000.00
H1021.52352 (Hazard Mitigation Projects) \$ 900,000.00

cc: Steven Pambianchi, Dep, Corporation Counsel



City of Long Beach

INTEROFFICE MEMO

To: Daniel Creighton City Manager
Inna Reznik, Comptroller
Steven Pambianchi, Asst. Corporation Counsel

From: Russell Darress, Interim Department of Public Works Commissioner

Subject: Request for City Council Resolution – Transfer of Funds
(North Shore Critical Infrastructure)

Date: November 19, 2024

Please prepare a Resolution for the regularly scheduled December 3, 2024 City Council meeting amending the budget as follows:

Increase Revenue: H0040-43097

Increase Expense: H1021-52298

On December 20, 2022 the City has been awarded \$39,139,237.81 under the FEMA 404 Hazard Mitigation Program for the work required for the North Shore Critical Infrastructure Protection Project.

Work has commenced and the City has requested and received remittance in the amount of \$2,751,321.51 from NYSDHSES

The intent is to return the funds to the Capital Budget line to pay the balance of the aforementioned project.

Thank you

Russell Darress
Interim Department of Public Works Commissioner

cc: RD/rb

#8



**CITY OF LONG BEACH
INTER-OFFICE MEMO**

TO: Daniel Creighton, City Manager
Phil Ragona, Assistant City Manager
Frank Dikranis, Corporation Counsel
Tom Canner, Director of Operations
Joe Brand, Commissioner of Parks & Recreation
Devin Parker, Superintendent of Sanitation

FROM: Rosemary Alton, Purchasing Agent

SUBJECT: Receipt & Opening of Bids - **TRASH BAGS**

DATE: November 15, 2024

I am submitting for your review and approval the bids received and opened Thursday, November 14, 2024 at 11:00 a.m. for **TRASH BAGS**.

We received a total of 8 envelopes. Whitbread's was a "no bid". Two of the respondents (Imperial Bag & Paper Co., LLC and Appco Paper & Plastics Corp. did not submit samples as was required.

The rest are as follows:

Item No.	Description	Unit	United Sales USA Corp. 185 30 th Street Brooklyn, NY 11232	Interboro Packaging Corp. 114 Bracken Road Montgomery, NY 12549	Central Poly Bag Corp. 2400 Bedle Place Linden, NJ 07036	Eso Consultants LLC 30-10 41 st Street Queens, NY 11101	Unipak 88 Cooper Avenue W. Long Branch, NJ 07764
				Unit Price	Unit Price	Unit Price	Unit Price
1	30" x 36" - 2ML Black	100/case	<u>14.38</u>	<u>\$14.34</u>	\$12.80	<u>\$65.20</u>	<u>\$14.00</u>
2	40" x 48" - 3ML Black	500/case	25.15	<u>\$26.34</u>	<u>\$25.80</u>	<u>\$163.00</u>	<u>\$29.00</u>
3	40" x 48" - 3ML Clear	50/case	25.00	<u>\$25.98</u>	<u>\$26.90</u>	<u>\$163.00</u>	<u>\$28.50</u>
4	33" x 40" - 2ML Clear	50/case	<u>\$18.00</u>	\$12.34	<u>\$16.80</u>	<u>\$89.65</u>	<u>\$19.00</u>
5	24" x 33" - 6 Micron Clear	100/case	<u>\$14.35</u>	\$1.821	<u>\$14.00</u>	<u>\$89.65</u>	<u>\$16.50</u>

¹ Interboro Packaging Corp. sells Lime Item 5 in increments of 1,000 bags per case. Thus, when ordering, a case will cost \$18.20. The rest of the vendors are based on a case of 100 units.

After careful review of the bids received, I met with Superintendent Devin Parker. Devin made the determination that the bags highlighted above comply with bid specifications. Accordingly, we would recommend that awards be made to *United Sales USA Corp. for bid items #2 and #3; Interboro Packaging Corp. for bid items #4 and 5; and Central Poly Bag Corp. for bid item #1 (as highlighted above).*

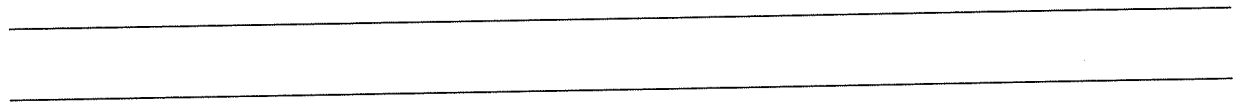
The bid calls for a contract term of one (1) year with an option to renew for one (1) additional year, upon mutual consent of the parties.

Present for the City of Long Beach were Lauren DeVito and myself.

Please advise. Thank you!

Cc: Steven Pambianchi, Assistant Corporation Counsel

#9



INTERMUNICIPAL WASTE DISPOSAL AGREEMENT

between

THE CITY OF LONG BEACH

and

THE TOWN OF HEMPSTEAD

and

The Town of Hempstead on Behalf of

THE TOWN OF HEMPSTEAD REFUSE DISPOSAL DISTRICT

Dated as of

January 1, 2025

This Intermunicipal Waste Disposal Agreement (“*IMA*”) is entered into as of January 1, 2025, by and among: City of Long Beach; a municipal corporation of the State of New York with offices at 1 West Chester Street, Long Beach, NY 11561 (the “*City*”); and the Town of Hempstead, New York, a municipal corporation of the State of New York with offices at One Washington Street, Hempstead, New York 11550 and the Town of Hempstead on behalf of the Town of Hempstead Refuse Disposal District, a district established pursuant to the Town Law of the State of New York and the Nassau County Civil Divisions Act, as amended, with offices at One Washington Street, Hempstead, New York 11550 (the Town and the District, collectively, the “*Town*”).

RECITALS

WHEREAS, the City has determined that it desires to have the ability to deliver certain types of waste (including Municipal Waste, Yard Waste, C&D Waste, Bulky Waste and Recyclables, all as defined herein), generated within its borders to the Merrick Transfer Station, Oceanside Transfer Station and Reworld Hempstead Company (Reworld), formerly known as Covanta Hempstead, mass burn resource recovery facility located at 600 Merchants Concourse, Westbury, New York 11590 (the “*Reworld Facility*”); and

WHEREAS, the Town desires to accept such waste in accordance with the terms provided herein; and

WHEREAS, it is in the best interests of the Town and the City to enter into this *IMA*; and

WHEREAS, the Town and City are authorized, each through a resolution adopted by its respective governing board, to enter into this *IMA*;

NOW, THEREFORE, for and in consideration of the premises, the mutual obligations undertaken herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Town and the City hereby agree as follows:

ARTICLE I

Definitions

Section 1.01 Definitions. In addition to those terms that have been defined in the Preamble and Recitals hereof, which definitions are incorporated herein, the terms defined in *Appendix B* are incorporated as if fully set forth in this section.

Section 1.02 Interpretation. In this IMA, unless the context otherwise requires:

(a) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this IMA, refer to this IMA.

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number or vice versa.

(c) Any headings preceding the texts of the several Articles and Sections of this IMA, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this IMA, nor shall they affect its meaning, construction or effect.

(d) Where more than one standard applies to any particular performance obligation of a party hereunder, each such applicable standard shall be complied with. In the event there are different levels of stringency among such applicable standards, the most stringent of the applicable standards shall govern.

ARTICLE II

Term

Section 2.01 Term. This IMA shall be in full force and effect and legally binding upon the Town and the City from the date of execution and delivery hereof. This IMA shall become operative and commence governing the rights and obligations of the parties on January 1, 2025 and shall remain in full force and effect until December 31, 2029. If both parties agree, the agreement can be extended an additional five years.

ARTICLE III

Delivery and Acceptance of Waste

Section 3.01 City Waste Delivery. During the term of this IMA, the City shall be required to deliver all of the Municipal Waste, Bulky Waste, Yard Waste and C&D Debris, generated within the borders of the City and shall during the respective Receiving Time for each facility and subject to available capacity, to deliver, as follows:

- a. Municipal Waste: to the Merrick Transfer Station or the Reworld Facility;
- b. Bulky Waste: to the Merrick Transfer Station or Town's Vendor's Facility;
- c. Yard Waste: to the Oceanside Transfer Station or Town's Vendor's Facility;
- d. C&D Debris: to the Merrick Transfer Station or the Town's Vendor's Facility;
- e. Tires: to the Merrick Transfer Station or the Town's Vendor's Facility;
- f. Recyclables to Oceanside Transfer Station or Town's Vendor Facility.

Section 3.02 Alternative Disposal Site. With respect to any waste for which more than one receiving facility is specified above, the Town may direct the City to deliver such waste to

another specified facility if the Town determines, in its sole discretion, that it is unable to accept the waste at the other facility.

Section 3.03 Hazardous Waste

Under no circumstances shall this IMA require the Town to accept any Hazardous Waste at a Town Transfer Station or the Reworld Facility.

Section 3.04 Title to IMA Waste. Subject to all the Town's and City's duties and undertakings under this IMA and applicable law, (i) if the City delivers waste to the Merrick Transfer Station or Oceanside Transfer Station, then the City shall retain title to such waste until it is accepted by the Town; and (ii) if the City delivers waste to the Reworld Facility, then title shall pass to Reworld in accordance with the terms of the Hempstead-Covanta Service Agreement; provided, however, if Reworld, upon delivery of such waste to the Reworld Facility, rejects any portion of such waste because it is not acceptable under the terms of the Hempstead-Covanta Service Agreement, then title to any such rejected waste shall be deemed not to have passed to the Town and title shall remain with the City. Under no circumstances shall title to the City's Hazardous Waste pass the Town or Reworld.

ARTICLE IV

Service Fees

Section 4.01 Fees; Excalation. For each ton of waste delivered to and accepted by the Town pursuant to this IMA, the City shall pay to the Town the tip fee specified for the category of waste so delivered and accepted as specified in *Appendix A*.

Section 4.02 Payments. Invoices shall be issued on a monthly basis. All payments due from the City under this Article shall be made within 30 days of receipt of the Town's invoice for services provided hereunder.

ARTICLE V

General Provisions

Section 5.01 Assignment. This IMA may not be assigned by either party without the prior written consent of the other party.

Section 5.02 Notices. Except as otherwise expressly provided in this IMA, any notices or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person, by recognized overnight courier service or sent by certified or registered mail, postage prepaid, return receipt requested, as follows:

If to the City: City Manager
 Incorporated City of Long Beach
 1 West Chester Street
 Long Beach, NY 11561

With copy to: Commissioner of Public Works
 City of Long Beach
 1 West Chester Street
 Long Beach, NY 11561

If to the Town: Commissioner of Sanitation
Town of Hempstead,
Department of Sanitation
1600 Merrick Road
Merrick, New York 11566

With copy to: Town Attorney
Town of Hempstead
One Washington Street
Hempstead, New York 11550

Section 5.03 Indemnification. To the fullest extent permitted by applicable law, the City shall defend, indemnify and hold the Town harmless from and against any and all claims, actions, causes of action, damages, loss and liability, including costs and expenses, legal and otherwise, and statutory or administrative fines, penalties, or forfeitures, which, in whole or in part, arise from, relate to, or are connected with the City's (i) delivery or disposal of Municipal Waste, Bulky Waste, Yard Waste, C&D Debris or Recyclables under this IMA, (ii) violation of law including any environmental law, or (iii) breach or violation of any provision of this IMA. This Section shall survive the termination or expiration of this IMA.

Section 5.04 Insurance. (a) Except as provided herein, the City shall obtain and maintain all of the following insurance:

1. Workers' Compensation Insurance as prescribed or permitted by the laws of the State, and Employer's Liability Insurance with a minimum limit of \$500,000.
2. Commercial General Liability and Property Damage Insurance, with Contractual Liability and Products/Completed Operations coverage, with primary limits of liability of \$2,000,000 combined aggregate, for bodily

injury and property damage, or with limits of liability sufficient to support the purchase of an umbrella liability policy described in paragraph (4) below.

3. Comprehensive Automobile Liability Insurance as required by the laws of the state, but with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage, combined single limit, or with limits of liability sufficient to support the purchase of an umbrella liability policy as described in paragraph (4) below.
4. Excess Umbrella Liability Insurance in the amount of \$5 million, excess of the primary policies as set forth in paragraphs (1), (2) and (3).

(b) Any insurances referenced in this Section 5.04 of the IMA shall be procured from an insurance company with an A.M. Best Rating of A- or above at the time the Certificate of Insurance is issued and licensed to do business in the State of New York.

(c) Any policies obtained by the City pursuant to this Section shall include a provision requiring a 90-day notice, via registered mail, of any cancellation or material change in coverage to be given to the City and all other insureds, whether named or additional.

(d) The Town may require that the City obtain such additional coverage (either as to risk or amount) as the Town shall determine to be reasonably necessary to protect the interests of the Town under this IMA at the sole cost and expense of the Town.

(e) The Town shall have the right, as permitted by law, to have the Town and Reworld included as an additional insured on any insurance required under this Section 5.04.

(f) Notwithstanding the foregoing, the City may proceed on a self-insured basis except with respect to the coverage required under Sections 5.04(a)(1) and (a)(3) above. The

City shall provide verification that it is self-insured if the City seeks to avoid the obligation to obtain and maintain the insurance coverages specified under this Section 5.04; provided, however, to the extent the City subsequently determines during the term of the IMA not to proceed on a self-insured basis, the City shall obtain and maintain all the insurance required under this Section.

Section 5.05 Modifications. The provisions of this IMA shall (i) constitute the entire agreement between the parties for the subject matter of this IMA and (ii) may be modified only by written agreement duly executed by both parties.

Section 5.06 Governing Law. This IMA and any question concerning its validity, construction or performance shall be governed by the laws of the state of New York, irrespective of the place of execution or of the order in which the signatures of the parties were affixed or of the place or places of performance.

Section 5.07 Counterparts. This IMA may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which together shall be deemed a single document.

IN WITNESS WHEREOF, the parties hereto have caused this IMA to be executed by their duly authorized representatives as of the day and year first above written.

INCORPORATED CITY OF LONG BEACH

By: _____
Daniel Creighton
City Manager

TOWN OF HEMPSTEAD

By: _____
Gregory Colarossi
Commissioner

Town of Hempstead on behalf of
TOWN OF HEMPSTEAD REFUSE DISPOSAL
DISTRICT

By: _____
Gregory Colarossi
Commissioner

Appendix A

Disposal/Tip Fees

January 1, 2025 – December 31, 2029

<i>Waste Type</i>	<i>Delivery Point</i>	<i>Initial Per Ton Disposal/Tip Fee</i>
Municipal Waste	Reworld Facility	\$86.00*
Municipal Waste	Merrick Transfer Station	\$94.00*
Bulky Waste	Merrick Transfer Station or directly to Town Vendor	Town Rate
Yard Waste (Clean)	Oceanside Transfer Station or directly to Town Vendor	Town Rate plus \$7.50/ton
Yard Waste (Bagged)	Oceanside Transfer Station or directly to Town Vendor	Town Rate plus \$7.50/ton
C&D Debris	Merrick Transfer Station or directly to Town Vendor	Town Rate
Tires	Merrick Transfer Station	Town Rate plus \$7.50/ton
Commingled Recycling	Oceanside Transfer Station or directly to Town Vendor	Town Rate
Mixed Paper Recycling	Oceanside Transfer Station or directly to Town Vendor	\$0**
Scrap Metal	Merrick Transfer Station or directly to Town Vendor	\$0***

Yard Waste (Clean) refers to un-bagged Yard Waste. If a load of Yard Waste includes any bags or bagged material, the entire load will be charged at the Yard Waste (Bagged) rate.

*To be escalated on each September 1 for the duration of this agreement at the same escalation rate that Reworld escalates the Town rate. The maximum annual tonnage for municipal solid waste disposed under this agreement shall be set at 30,000 tons per year.

** If the cardboard/mixed paper recycling rate for the Town of Hempstead ends up being a cost to the town, that cost will then be passed along to the City of Long Beach.

*** If the scrap metal disposal rate for the Town of Hempstead ends up being a cost to the town, that cost will then be passed along to the City of Long Beach.

“**C&D Debris**” means construction and demolition debris as defined by the New York State Department of Environmental Conservation at 6 NYCRR 360-1.2(b)(38).

“**Commingled Recycling**” residential metals, glass and plastics consisting largely of metal and aluminum beverage and food cans and containers, lids, tops and aluminum foil, mixed color glass bottles, jars and other containers, and unsorted #1 and #2 plastics, such as milk containers (HDPE), PET bottles and other personal care containers.

“**Municipal Waste**” means that portion of Solid Waste which is (i) household Solid Waste, non Hazardous commercial Solid Waste, permitted non-Hazardous industrial Solid Waste, permitted wood chips or other Solid Waste which is expressly permitted for acceptance at the Facility, and (ii) Processible without damage to or unreasonable wear and tear on the Reworld Facility or unreasonable risk of violation of one or more permit conditions, laws or regulations applicable thereto. Municipal Waste shall not include (a) Hazardous Waste, (b) Source Separated materials; (c) E-cycle Waste; (d) Bulky Waste; (e) Yard Waste; and (f) C&D Debris.

“**Bulky Waste**” means refrigerators, stoves, freezers, washers, dryers, mattresses, bedsprings, vehicle frame parts, crankcases, transmissions, engines, lawn mowers, snow blowers, bicycles, file cabinets, air conditioners, hot water heaters, water storage tanks, water softeners, furnaces, oil storage tanks, metal furniture, propane tanks and other similar items that are discarded as determined by the Town.

“**E-cycle Waste**” means discarded electronic equipment including, but not limited to, cell phones, computers, computer components, televisions, VCRs and DVD players, and such other items as may be designated by the Town from time to time.

“**Hazardous Waste**” means Solid Waste which by reason of its composition or character is harmful, toxic or dangerous or is hazardous waste as defined in either the Solid Waste Disposal Act, as amended from time to time, and the regulations thereunder, or under equivalent New York statutes, and the regulations thereunder. If any governmental agency or unit having appropriate jurisdiction shall determine that substances, which are not as of the IMA Service Commencement Date considered harmful, toxic or dangerous, are harmful, toxic or dangerous, then such substances shall be Hazardous Waste for the purposes of this Agreement as of the effective date of such determination. Hazardous Waste shall include STOP Waste.

“**Hempstead-Covanta Service Agreement**” shall mean the agreement, dated December 11, 2007, entered into by and between the Town and Reworld pursuant to which the Town delivers Municipal Waste to the Reworld Facility.

“**Merrick Transfer Station**” means the Town Transfer Station located at 1600 Merrick Road, Merrick, New York 11566.

“**Mixed Paper**” means mixed residential paper and cardboard, largely consisting of newspaper, newspaper inserts, junk mail, magazines, cardboard packaging, and corrugated cardboard.

“**Oceanside Transfer Station**” means the Town Transfer Station located at 3737 Long Beach Road, Oceanside, New York 11572.

“**Processible**” means causing Solid Waste to pass through the combustion chambers of the Reworld Facility.

“**Receiving Time**” means the regular days and hours of operations at each facility covered by this IMA. The City shall periodically consult with the Town to obtain up-to date Receiving Times.

“**Solid Waste**” means solid waste as defined by the New York State Department of Environmental Conservation at 6 NYCRR 360-1.2(a).

“**Source Separated**” means the segregation and collection, at the point of collection and prior to delivery by the City of waste under this IMA, for the sole purpose of recycling, of individual components of solid waste such as glass bottles and containers (*i.e.*, water juice, soda, beer, wine and water bottles and food jars), metals (*i.e.*, food and beverage cans, aluminum foil, baking tins and license plates), papers (*i.e.*, newspaper, newspaper inserts, magazines, catalogs, office and school paper, computer paper, discarded mail, paper grocery and lunch bags, corrugated cardboard and corrugated containers) and plastic materials that can be recycled (*i.e.*, have the recycling logo of “1” or “2” [*e.g.*, soda bottles, milk containers, laundry products, water/juice bottles, liquor bottles and personal care items]), and such other items that the Town may designate for Source Separation from time to time in the future.

“**STOP Waste**” means household hazardous materials that are Source Separated for special handling and disposal. Such materials include, but are not limited to: aerosol cans, ammonia, antifreeze, asbestos, bleach, bug & rodent killers, car batteries, cell phones, chemistry sets, degreasers, disinfectants, drain cleaners, fertilizers with herbicides, flammable liquids (fire starter), fluorescent lamps (including CFLs), household batteries, kerosene, lacquer, latex & oil-based paint, oven cleaners, paint stripper, paint thinner and brush cleaner, photography chemicals, polishes & wood preservatives, solvents, spot removers, swimming pool chemicals, telephone books, tires (car-off rims), varnish, waste oil, weed killers, and any other materials designated by the Town as STOP Waste when disposed of, and such other items that the Town may designate, in its sole discretion, as STOP Waste from time to time in the future.

“Town Transfer Station” means any solid waste management facility owned and/or operated by the Town and permitted pursuant to applicable law to receive solid waste for the purpose of subsequent transfer to another solid waste management facility for further processing, treating, transfer or disposal.

“Yard Waste” means grass clippings, leaves, tree stumps, logs, branches and other similar garden debris.

#10



City of Long Beach

INTEROFFICE MEMO

To: Daniel Creighton, City Manager
Frank DiKranis, Corporation Counsel
Inna Reznik, City Comptroller

From: Russell Darress, Interim Commissioner of Public Works

Subject: Request for City Council Resolution – Asphalt Overlays, Various Locations 2024

Date: November 26, 2024

On November 21, 2024 this office received nine (9) bids for “as-needed” asphalt overlay work at various locations throughout the City. This contract is for one (1) year with an additional one (1) year extension option.

The work shall include, resurfacing of various roadways throughout the City to provide smoother riding surfaces and improved runoff conditions.

The nine (9) bids received are as follows:

Roadwork Ahead

2186 Kirby Lane

Syosset, NY 11791\$504,150.00

Stasi General Contracting\$540,500.00

United Paving Corp.\$567,500.00

Metro Paving LLC\$641,200.00

Macedo Contracting Services Inc.\$770,500.00

Posillico Civil Inc.\$907,700.00

Pratt Brothers Inc.\$951,000.00

Stasi Industries Inc.\$979,300.00

Graci Paving Associates\$1,010,080.00

The low bidder Roadwork Ahead has successfully provided this service to the City for several years.

The contract for these services are not to exceed amount of \$504,150.00

Funding for this project is available in the following budget lines:

H1024.52299 (Road Overlays) - \$340,091.27

H1025.52299 (Road Overlays) - \$164,058.73