

## 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 Westchester 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) Dvrika and Bartilucci consulting Engineers, a engineering firm having its principal office at 330 Crossways Park Drive, Woodbury, New York 11797(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 August 19, 2014 (the "Commencement Date") and terminate on December, 2015 (the "Expiration Date") unless sooner completed, terminated or extended in accordance with its terms

2. Services.

(a) The services to be provided by Contractor Group under this Agreement, to provide Engineering/Architectural and Construction Management Services in Conjunction with the Construction of the North Side Critical Infrastructure Flood Protection shall consist of those specific work divisions and deliverables related to this project as more particularly described in the "Detailed Scope of Services," - proposal submitted by Firm dated February 25, 2014 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 eight hundred twenty two thousand five hundred dollars (\$822,500.00) 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 execution of 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.

4. 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).

5. 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.

6. 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.

7. 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 a professional manner consistent with the best 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.

8. 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"), arising out of or in connection with 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; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the City.

(b) Contractor shall, upon the City's demand and at the City's direction, promptly and diligently defend, at Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the contractor is responsible under this Section, and, further to contractor's indemnification obligations, Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Contractor shall, and shall cause Contractor Agents to, cooperate with the City and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. 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 one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) 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 one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) 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.

## 10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.


18. 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).

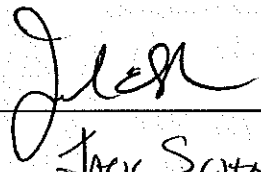
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IN WITNESS WHEREOF, Contractor and the City have executed this Agreement as of the date first above written.

By:   
Name: Robert Raab  
Title: V.P.  
Date: 8-19-14

CITY OF LONG BEACH

By:   
Name: JACK SCHWIKMAN  
Title: City Manager  
Date: 8/19/14

PLEASE EXECUTE IN BLUE INK

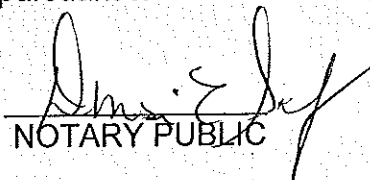
STATE OF NEW YORK)  
NASSAU )ss.:  
CITY OF LONG BEACH)

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2014 before me personally came \_\_\_\_\_ 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.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK)  
NASSAU )ss.:  
CITY OF LONG BEACH)

On the 19 day of August in the year 2014 before me personally came Jack Schnirman 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.

  
NOTARY PUBLIC

**DENISE E. GERSTENFIELD**  
Notary Public State of New York  
Commission # 01GE6012534  
Commission Expires August 31, 2014  
Registered in Nassau County

## EXHIBIT A

### Detailed Scope of Services

#### **Engineering/Architectural Services in Conjunction with the Construction of the North Side Critical Infrastructure Flood Protection Program**

Work on this project shall be categorized as follows:

\*Task 1 – Detailed Planning and Scope Development (Technical Design Report)

\*Task 2 – Public Participant Support

\*Task 3 – Design Services  
- preliminary (60%)  
- final (90/100%)

\*Task 4 – Bid Support

\*Task 5 – Construction Administration

\*Task 6 – Construction Inspection

The City intends that the design be prepared in a manner that allows for the construction work to be performed in two phases:

Phase 1 - bulk heading work

Phase 2 – Flood barrier installation and/or relocation of facilities

The City intends that the design be prepared in a manner that allows for the construction work to be performed in two phases. The first Phase (Phase 1) would be bulk heading work and the second phase (Phase 2), flood barrier installation and/or relocation of facilities. The City anticipates that while the design will be fully integrated between bulkhead and flood barrier installation, the work may be bid in two distinct contracts to allow for flood protection structures to be deployed as rapidly as practicable.

The decision to bid this work as one, two (or more) construction contracts shall be at the sole discretion of the Commissioner of Public Works

## 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 eight hundred twenty two thousand five hundred dollars (**\$822,500.00**)

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

**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.

**REQUEST FOR PROPOSALS (RFP)**  
**FOR**  
**ENGINEERING/ARCHITECTURAL AND CONSTRUCTION**  
**MANAGEMENT SERVICES IN CONJUNCTION WITH THE CONSTRUCTION**  
**OF THE NORTH SIDE CRITICAL**  
**INFRASTRUCTURE FLOOD PROTECTION PROGRAM IN THE**  
**CITY OF LONG BEACH**

January, 2014

**A. OBJECTIVE**

The City of Long Beach (City) is seeking to retain the services of a professional design firm or firms (Contractor) including architectural and/or engineering professionals to provide detailed plans and specifications, construction administration, and on-site inspection services for installation of flood protection infrastructure along the northern waterfront in the City of Long Beach. The goal of the program is to protect the City's critical maintenance, water, wastewater and power facilities from storm related flooding as was observed during Super Storm Sandy. These critical public works related facilities must be protected to provide for the City's future social and economic welfare.

**B. OVERVIEW – FUNDING, SCOPE AND EXISTING SITE CONDITIONS**

**B.1 FUNDING**

Funding for this project will be derived from Federal Funds, through the New York Rising Program. As such, the selected consultant must have demonstrated experience in Federal programs and will be required to comply with all rules and regulations pertaining to same in preparation of the plans and specifications for the project and in administering as well as observing the construction of the designed facilities.

**B.2 PROJECT SCOPE**

The project is focused on providing long-term protection for the major public works infrastructure complex of the City. This protection would be accomplished by work that is preliminarily identified as:

1. Approximately 2,300 linear feet of bulkhead along the City's immediate bay front (north side) installed at an elevation required to address flooding concerns.
2. Approximately 4,400 linear feet of a deployable flood barrier and/or permanent flood wall along the remaining perimeter (southern side) of the infrastructure complex along Park Place and West Pine Street. The barrier is intended to provide flood protection and will work in coordination with the bulkheads
3. Feasibility of relocation of certain critical infrastructure to properly protect it from future storms; i.e. electric and gas facilities; and
4. Associated mechanical pumping equipment to dewater the facilities within the isolated area.

These measures, working together, would add an average of 3 to 7 feet to existing elevations and isolate this critical City infrastructure from the effects of rising seas and storm surge.

**C. EXISTING SITE CONDITIONS**

Appendix One contains the existing site plan and the proposed project area.

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D. SCOPE OF WORK – PROPOSED PROJECT DESCRIPTION AND PURPOSE

D.1 GENERAL

The selected firm will be required to work closely with the City to develop the scope of the work, prepare plans and specifications for the protection of the City's critical infrastructure including:

- The City's Wastewater Treatment Facility;
- Electrical substations and a Gas Pipeline Station;
- The City's Water Treatment Plant and Water Storage Towers; and
- The City's DPW Maintenance Yard.

The proposed structures will be designed within the footprint of the existing city property and right of way. The work will include the properties designated by Section/Lot/Block on Table 1.

This effort will include the following six (6) tasks:

- Task 1 - Detailed Planning & Scope Development (Technical Design Report)
- Task 2 - Public Participant Support
- Task 3 - Design Services
  - Preliminary Design (60%)
  - Final Design (90/100%)
- Task 4 - Bid Support
- Task 5 - Construction Administration
- Task 6 - Construction Inspection.

The City intends that the design be prepared in a manner that allows for the construction work to be performed in two phases. The first phase (Phase 1) would be bulkheading work and the second phase (Phase 2), flood barrier installation and/or relocation of facilities. The City anticipates that while the design will be fully integrated between bulkhead and flood barrier installation, the work may be bid in two distinct contracts to allow for flood protection structures to be deployed as rapidly as practicable. The decision to bid this work as one, two (or more) construction contracts shall be at the sole discretion of the Commissioner of Public Works.

CONTRACTOR SELECTION AND DIVISION OF WORK

The City reserves the right to select one Contractor for all of the work (six tasks) or divide the work into two distinct Contracts:

- Design (Task 1 through Task 4) Phase 1 and Phase 2; and
- Construction Management (Task 5 and Task 6).

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January, 2014

The time allotted by the City to complete Task 1-4 shall be one hundred and eight (180) days from the Notice to Proceed.

The time allotted by the City to complete Task 5-6 shall be two hundred and ten (210) days.

All design documents must be prepared such that they will receive the approval of the City of Long Beach and other local, state and federal regulatory agencies, as appropriate. Any fees required by regulatory agencies for their review of the design should be incorporated within the proposal fee schedule. The selected design consultant will be required to prepare and submit all documents necessary for the City to obtain all permits required for the project.

**D.2 DETAILED PLANNING, SCOPE DEVELOPMENT AND TECHNICAL DESIGN**  
**REPORT (TDR) (TASK 1)**

The Contractor shall prepare a Technical Design Report (TDR) for the project. It shall include the following:

1. Evaluation of Alternatives (bulkheading) – The TDR shall include a detailed evaluation of proposed alternatives to accomplish the goals set forth herein. Proposed bulkhead alternatives to be considered included composite, cantilever, fiberglass, concrete, etc. A detailed cost analysis for each and recommendation shall also be provided. A similar analysis shall be conducted for the deployable flood barrier for the southern project area. Alternatives are also to consider relocation of facilities either off of the barrier island, or to other locations less vulnerable within the City.
2. Utility Impacts – The TDR shall include and impact analysis on all utilities in the project area including potable water, raw water, sanitary sewer, storm sewer, telephone, fiber optic, gas, electric, etc.
3. Bulkhead (Configuration and Height) – The TDR will contain a section dedicated to the discussion on the proposed alignment and height of the proposed bulkhead. The City's goal is to maximize, within acceptable rules and regulations, the extent to which the bulkhead alignment can protrude into Reynolds Channel. The selected consultant will recommend and establish a bulkhead height that affords flood protection and fosters use of the estuarine environment.
4. Storm Drain – A separate section of the TDR shall be solely dedicated to impacts on the storm sewer system. Extensive detail shall be placed upon flood prevention measures at each outfall. This includes identifying the location of each structure, pipe type, pipe diameter, condition, etc. Extensions of the existing storm drain system to facilitate construction shall also be discussed.

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January, 2014

5. Mechanical Systems – A separate section of the TDR shall be solely dedicated to the method and means for flood water removal from within the interior of the flood barrier and bulkhead.
6. Environmental Review and Permitting Requirements
7. Preliminary construction cost estimates

While other documents may be cited for reference, the TDR must be able to serve as the stand-alone basis for design. The Consultant shall submit five (5) copies of the report in draft form for review by the City. The Consultant shall meet with the City to discuss review comments and then revise and resubmit five (5) copies of the report in final form as well as CD Rom.

The Technical Design Reports shall be complete only upon the written approval of the Commissioner or the Commissioner's designated representative.

All report outputs will be in Word, AutoCAD and Excel compatible formats. In addition, all work will be presented to the City in a format that is compatible with the Nassau County's Geographic Information System (GIS). Please be aware that a license will be required from the County to utilize data from the County's GIS.

**D.3 PRELIMINARY DESIGN AND PUBLIC PARTICIPATION SUPPORT (TASK 2A&B)**

The selected firm shall prepare Planning Level (30%) Design Documents to support the City as it presents its plans to the residents and other interested parties to the work. It is assumed that both informal information session(s) and a formal public meeting will be held and require support by the Consultant. Draft Design Documents and applications for the permits for the project from the respective governing agencies i.e., Town of Hempstead, NYSDEC, NYSDOS, U.S. Army Corp. of Engineers shall be required for this stage as well. The City is requesting that each firm provide a separate cost (Task 2b) for public participation support services. In accordance with Task B the selected consultant will be required to conduct two public information sessions and two with City officials.

**D.4 DESIGN SERVICES (TASK 3)**

The contract documents, at a minimum, shall include the City of Long Beach boilerplate; a bidding format as directed by the City and detailed technical plans and specifications.

Consideration shall also be made in the design packages for the following elements:

- Demolition of existing elements to facilitate the work.
- Mechanical work required to relocate, extend or relocate water supply lines as required.
- Sanitary system modifications and extension of storm and sanitary sewer piping as required.
- Electrical service modifications and relocations as required.
- Gas service system modifications in coordination with the local utility.



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January, 2014

- Perform a detailed topographical survey which will be the basis for the plan drawings. The topographical survey shall include, but not be limited to; all subsurface utilities, curb lines, front and back of sidewalk, property lines, structures, light poles, utility poles, valve boxes, driveways, fences, trees, manholes, drainage structures, driveway aprons, mean high/low water line, City of Long Beach boundary in Reynolds Channel, elevation(s) at 100' intervals (east/west) and 25' intervals (north and south) including top of curb, bottom of curb, back of sidewalk, edge of pavement, etc.
- Stormwater flooding protection measures i.e., tideflex valves, etc.
- Mechanical systems to remove flood water that accumulate within the flood protection barrier.

As required, the selected firm shall also:

- Prepare all necessary addenda to the contract document.
- Establish the requirements applicable to bidders as directed by the City including but not limited to bidders as directed by the City including, but not limited to, financial capability, demonstrated experience and safety record.
- Review all bid proposals and attend meeting(s) with City personnel to discuss same.
- Assist 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 the construction contract(s).

Upon City approval of the technical design report and completion of the 30% Design Documents and Public Participation, the Consultant agrees to perform all the usual and necessary design services in connection with the preparation of detailed contract drawings, specifications and estimates for the Project suitable for public bidding.

The contract drawings shall be prepared in an AutoCAD release acceptable to the City. The Consultant shall furnish the contract drawings on CD-ROM. In all circumstances, the hard copy of any such plans and drawings shall be relied on by the County, and shall control in the event of any conflict or discrepancies.

The full-size contract drawings shall be provided electronically and a set produced on material suitable for reproduction (either mylar or vellum) to allow for the production copies of such drawings. It is understood and agreed that, in addition to the drawings, the Contractor shall prepare all necessary technical specifications as part of the construction documents.

During the preparation of these documents the Contractor shall perform the following services:

1. Submit six (6) copies of the draft set of plans and specifications will for the 30% and 60% drafts of the project.. For bidding purposes, approximately ten (10) sets of the final contract documents will be required and shall be on compact discs. Three (3) full size and half size hard copies of the final document shall be provided as well.

Requisite draft and final copies of the submittal for the bulkhead permit application to

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the governing agencies is incorporated herein as well. The City shall require three (3) copies of the draft and final plans and specifications for the permit application(s).

2. Attend review meetings on the average of twice per month in order to review job progress and to resolve design and other questions. A representative of the Consultant will prepare draft and final minutes of each meeting and after City approval distribute final minutes to all attendees.
3. Submit three (3) copies of a draft detailed construction cost estimate (at 60% design completion) and three (3) copies of a final detailed construction cost estimate (at 90% design completion). This final estimate will have a breakdown by CSI division for each cost item in the estimate.
4. Prepare permit applications, reports or submittals required by other agencies having jurisdiction. This work task will not be considered complete until it culminates in a permit or approval by the appropriate agencies. Correspondence shall be submitted directly to the agency for review/approval with copies to the City, unless otherwise directed.
5. Submit written responses to all City review comments.
6. Submittal of mylar or vellum bid plans and a master specification book as well as master copies on CD. The Contractor shall have the required number of disks/sets of bid documents printed for distribution by the City.

**Deliverables:** For this project, it is the intention of the City to receive the following deliverables:

- 1) Detailed set of design plans and specifications, for both "draft" and approved "final" contract documents, including site preparation, demolition site work, mechanical, electrical, plumbing, and modifications to existing buildings and other structures in support of the project. The City of Long Beach will provide all technical review and comments.

The consultant will also assist the City in complying with regulations and guidelines required by funding and/or grants as applicable. The final plans and specifications will be prepared utilizing the City's contractual boilerplate.

- 2) Detailed set of design plans and specifications (draft and final) for submission of the bulkhead component of the project to the governing regulatory agencies i.e, Town of Hempstead, NYS DOS, NYS DEC, U.S. Army Corp. of Engineers, etc.

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D.5 BID SUPPORT (TASK 4)

After City Approval of the Detailed Design Documents, the Consultant shall coordinate with the City to schedule, attend and moderate a pre-bid meeting and site walk and support the City as it proceeds in the procurement of a construction Contractor(s). During this phase of the work, the Consultant shall perform the following services:

1. Review all comments and/or questions posed by prospective bidders.
2. Prepare all necessary addenda to the contract documents.
3. Prepare a Request for Bids (RFB) for the required construction work.
4. Assist the City in issuing the RFB to the public.
5. Develop a list of prequalifications for bidders.
6. Develop a partial list of contracting firms to receive the RFB.
7. Review all bid proposals received and provide a bid tabulation and a written recommendation regarding award of the construction contracts.
8. If for any scope of services, the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on the Firm's final construction cost estimate, by more than fifteen (15) percent, the City may require the Consultant to revise the plans, at no additional cost so as to stay within the approved estimated cost of construction.
9. In preparing the contract specifications, LBDPW shall furnish the Firm with a copy of the standard contract "Front End" consisting of the Notice to Bidders, Instructions to Bidders, Agreement and General Conditions. The Proposal Forms, Special Conditions (Division 1) and all other sections of the technical specifications shall be developed by the Contractor.

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**D.6 CONSTRUCTION ADMINISTRATION (TASK 5)**

All respondents shall include within their submittals, projected fees associated with construction administration services. The maximum multiplier that will be permitted to be utilized is 2.75. It is anticipated that at a minimum the consultant would assist the City in the following construction related activities:

1. Shop drawing review
2. Respond to questions related to the design
3. Interpretation of design drawings and specification
4. Review and preparation of change orders including evaluation, discussion with the City, making recommendations, and processing
5. Provide representation at the pre-construction and routine progress meetings
6. Review and approve all proposed deviations and substitutions to the contract drawings
7. Review all laboratory, shop, mill, material and equipment test reports
8. Prepare supplemental sketches, as necessary, to reflect actual field condition
9. Review contractor claim vouchers for payment to insure completeness and accuracy
10. Perform final inspection activities including the review of "as-builts" to determine if each construction contract has been completed in accordance with contract documents.
11. Verify that all deliverables such as Operation and Maintenance Manuals, warranties, spare parts, etc. have been provided.
12. Assist in startup activities and schedule/coordinate training of City employees.
13. Review of work and progress schedules

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D.7 CONSTRUCTION INSPECTION AND POST CONSTRUCTION SERVICES (TASK 6)

The proposal for construction inspection should incorporate full-time personnel for an anticipated two hundred and eighty (280) work day construction period from Notice to Proceed through Substantial Completion after which alternative staffing schedules would be permitted. Full-time personnel as it relates to this project are defined herein as not to exceed ten (10) hours per day. The maximum multiplier that will be permitted to be utilized is 2.75 and the maximum rate for any employee of the Consultant shall not exceed \$175/hour.

It is anticipated that at a minimum the consultant would assist the City in the following construction related activities:

1. Provide construction inspection services, as required, to properly oversee all site activities and insure consistency with the plans and specifications.
2. Maintaining a detailed log of all activities that take place on the site. The City shall be provided with photocopies of the log on each day.
3. Maintain records for all meetings. Provide meeting summaries (minutes) for all meetings.
4. Resolve issues that may evolve as the design work is undertaken, due to differing site conditions and/or changes the City may wish to implement.
5. Review contract documents in order to identify and report degree of Contractor compliance with the Contract documents.
6. Photograph all key components of the work.
7. Record the quality and quantity of the construction to determine that the work conforms to the contract.
8. Verify contractor's application for payment including quantities, payrolls, etc.

Provide Construction Management services post construction, which shall include:

1. Manage delivery of any equipment for the project.
2. Manage all training sessions required by the specifications
3. Submit all final project records including:
4. All field reports, lab results and testing reports;
5. All certificates, warranties and guarantees;
6. All office and field logs;
7. All payment records;
8. As-built drawings;
9. Progress photographs; and
10. Any other project records.

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D.8 The Contractor may be directed to provide additional services as determined by the Commissioner to be necessary for completion of the work. This may include, but is not limited to, performance of additional related design, provision of general conditions work and/or the purchase of miscellaneous items or services as directed.

**E.1 SCHEDULE:**

The City is proposing the following schedule for this project:

1. Procure Consultant services	MARCH 2014
2. Prepare Technical Design Report and Planning Documents	APRIL 2014
3. Topographical Survey	MAY 2014
4. Draft Plans and Specification (bulkhead permit)	JUNE 2014
5. Final Plans and Specifications (bulkhead permit)	JULY 2014
6. Draft and Final Plans and Specifications Phase 1&2	AUGUST 2014

**F.1 PROPOSAL FORMAT AND INFORMATION:**

**General Information:** All prospective respondents should familiarize themselves with the work site, the available historical plans, reports and records. The associated facilities will be made accessible for inspections prior to the submission date. For questions regarding the submission of this proposal contact:

Joseph Febrizio  
Department of Public Works at (516) 431-1000

**Receipt of Proposals:** Proposals must be received in the office of:

James LaCarrubba  
Commissioner of Public Works  
City of Long Beach Room 404  
1 West Chester Street  
Long Beach, New York 11561

no later than Close of Business (5:00 P.M. EST), Tuesday, February 25, 2014.