

**REQUEST FOR PROPOSALS (RFP)
FOR
ENGINEERING SERVICES IN CONJUNCTION WITH
REPAIRS TO THE COMPONENTS OF
THE
WASTEWATER TREATMENT PLANT
AND
DIGESTER CLEANING/REPAIR
IN THE
CITY OF LONG BEACH**

February 2017

OBJECTIVE:

The City of Long Beach is seeking to retain the services of a professional engineering firm to provide detailed plans and specifications, construction administration, and potentially on-site inspection services for the repairs to various components of its Wastewater Treatment Plant located at the intersection of National Blvd. and West Pine (on the bayfront). The enclosed location map in Appendix One depicts the location of the City of Long Beach Wastewater Treatment Plant.

The selected consultant will be required to prepare a bid document to retain the services of a licensed contractor to clean the digesters at the Wastewater Treatment Plant as well.

OVERVIEW - HISTORY AND FUNCTION:

The City of Long Beach currently owns and operates a 7.5 MGD wastewater treatment plant located at the intersection of National Blvd. and West Pine Street that services a population of approximately 35,000 residents. The treated effluent is discharged to Reynolds Channel, and historically operates within permitted discharge parameters.

The City, pursuant to, inter alia, a Schedule of Compliance, Corrective Action Plan, and Order on Consent, is required by the New York State Department of Environmental Conservation to undertake various repairs at its Wastewater Treatment Plant.

The repairs required are as follows:

DEFICIENCY	DESCRIPTION OF WORK	CURRENT NYSDEC COMPLETION DATE
EAST EFFLUENT SCREW PUMP IS OUT OF SERVICE	REPAIR OR REPLACE EAST EFFLUENT SCREW PUMP	6/30/2017
GRIT TANK DECKING CRACKED	REPAIR DAMAGED AND DETERIORATED GRIT TANK DECKING	6/30/18
GRIT CLASSIFIER AND ASSOCIATED VALVES/PIPING	REPLACE GRIT CLASSIFIER, VALVES, AND ASSOCIATED PIPING	6/30/18
GRIT BUILDING	MAKE REQUISITE REPAIRS TO THE BUILDING	6/30/18
PRIMARY SETTLING TANKS	REPAIR DAMAGED AND DETERIORATED TANK, PRECAST WALKWAYS, SPALLED REINFORCED CONCRETE, AND CORRODED REINFORCEMENT.	6/30/18
PRIMARY SETTLING TANK (EAST)	REPLACE EAST FLIGHT GEAR DRIVE. REPLACE ALL COMPONENTS CORRESPONDING TO THE EAST FLIGHT GEAR DRIVE INCLUDING CHAINS, SPROCKETS, GEARS, FLIGHTS ETC.	6/30/17
PRIMARY SETTLING TANK (WEST)	WEST GEAR DRIVE WAS RECENTLY REPLACED. CITY CURRENTLY SOLICITING BIDS TO REPLACE ALL COMPONENTS THAT CORRESPOND TO THE WEST GEAR DRIVE. (NIC)	6/30/17
FINAL CLARIFIER FLIGHT GEAR DRIVES	REPLACE MIDDLE AND SOUTH FLIGHT GEAR DRIVE. NORTH FLIGHT GEAR DRIVE WAS RECENTLY INSTALLED.	6/30/17
PRIMARY AND SECONDARY DIGESTERS REQUIRE CLEANING	PREPARE BID DOCUMENT FOR PRIMARY AND SECONDARY DIGESTER CLEANOUT	6/30/17 BID DOCUMENT COMPLETION BY 6/30/18

DESCRIPTION:

The City of Long Beach Wastewater Treatment Plant is located on a 5+ acre parcel at the northeast corner of National Blvd. and West Pine Street. The site is abutted by a park to the west, a parking lot with a boat launch ramp, Long Island Railroad tracks to the east, and a public housing complex to the south.

In order to meet regulatory requirements, the City is required to undertake several repairs to their Wastewater Treatment Plant.

The selected consultant will be required to prepare detailed plans, specifications, and contract documents for the successful completion of the work described herein. Fees associated with construction administration and inspection will be required to be incorporated in the proposal as well. A description of the process facilities at the site that are impacted and the work required thereto is as follows:

a. East Effluent Screw Pump

Narrative:

Flow from the final settling tanks and sand filters is chlorinated and then pumped to the chlorine contact tanks by four screw pumps.

Components:

- Screw pump (54" diameter)

Description of Work

The selected consultant will be required to prepare detailed plans, specifications and contract documents to replace the east screw pump. The intent is for the screw to remain and the components i.e, motor, upper and lower bearings, gear box, automatic grease feeder etc., to be replaced.

b. Grit Tank, Grit Decking, Grit Building, Grit Removal and Handling

Narrative:

Grit settles out in detritor's. It is subsequently pumped to cyclone degritters and grit washers. The cleaned grit is deposited in a dumpster which is transported to a landfill for disposal. Return flows are piped to the Influent Pump Station wet well.

Components:

- Two detritors 20 ft x 20 ft.
- Two grit pumps
- Cyclone Degritter
- Grit washer
- Reinforced Concrete Grit Tanks
- Reinforced Concrete Grit Tank Deck Walkways
- Masonry grit buildings.

Description of Work

The selected consultant will be required to prepare detailed plans, specification, and contract documents to repair or replace the components described herein as well as all associated valves, piping, etc. The selected consultant will be required to prepare detailed plans, specifications, and contract documents to repair/rehabilitate the grit tank, decking, and buildings as well.

c. Primary Settling Tanks

Narrative

After the grit is removed, the wastewater receives primary treatment. Prior to the primary settling tanks, wastewater flows through mechanical bar screens in a second attempt to remove rags and large objects. The primary settling tanks remove solids that settle (sludge) and floatables. Sludge is collected using longitudinal and cross collectors and transported by gravity to a sludge hopper.

Components:

- Two primary settling tanks exist. They are reinforced concrete structures with concrete decking and walkways. The dimensions are approximately 136' x 34' x 12'.
- Flight gear drives (east and west)
- Associated chains, sprockets, gears, flights, etc.

Description of Work

The selected consultant will be required to prepare detailed plans, specifications, and contract documents to repair or replace the east primary settling tank gear drive and associated chains, sprockets, gears, flights, etc. The City is currently soliciting bid proposals for the west primary tank gear drive and associated components. Rehabilitation of the deteriorated reinforced masonry primary settling tanks and walkways will be incorporated as well.

d. Final Settling Tanks

Narrative

The final settling tanks receive flow from the trickling filters and remove sludge and floatable solids. Sludge is brought to the head of the tank and sump longitudinal and cross collectors which are run on a continuous basis. The sludge is removed by electronically adjusted telescoping valves and flows to the recirculation building. Final settling tank sludge is then pumped to either the primary settling tank sludge hopper or the primary influent.

Components:

- Three rectangular tanks. They are reinforced rectangular concrete structures with concrete decking and walkways. The dimensions are approximately 133' x 30' c 9.5'
- Flight gear drives (north, middle, and east).
- Associated chains, sprockets, gears, flights, etc.
- Three 8" telescoping valves.
- Sludge return pumps

Description of Work

The selected consultant will be required to prepare detailed plans, specifications, and contract documents to replace the middle and south flight gear drive.

e. Prepare Bid Package – Digester Cleanout and Repair

The selected consultant will be required to prepare detailed specifications and contract documents utilizing the City's boilerplate for the cleanout and repair of the digesters at the Wastewater Treatment Plant. The Anaerobic digesters were last cleaned in 1988. Typically, digesters should be cleaned on a five to ten year cycle. Provisions will be made within the bid to address the repair or replacement of the interior components of the digesters (as necessary) in as much as the condition cannot be ascertained until they are emptied.

SCOPE OF WORK:

A. PROPOSED PROJECT DESCRIPTION AND PURPOSE:

The selected engineering firm will be requested to work closely with the City to prepare detailed plans, specifications, and contract drawings to undertake the work described herein.

The selected engineering firm will be required to prepare detailed plans, specifications, and contract documents for the cleaning and repair of the digesters as well.

This effort will include the following tasks:

A.1 REPAIR COMPONENTS TO WASTEWATER TREATMENT PLANT

- **Detailed Design:** The consultant shall prepare detailed plans, specifications, and contract drawings for repairs to components of the Wastewater Treatment Plant. All documents must be prepared such that they will receive the approval of the Nassau County Department of Health, the New York State Department of Environmental Conservation, and all other applicable regulatory agencies (as necessary). Any fees required by regulatory agencies for their review to initiate the project should be incorporated within the proposed fee schedule. The selected consultant will be required to obtain all permits necessary for the project as well. 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. For site visits please contact:

Jason Leimsider
Asst. Chief Plant Operator of Wastewater Operations
Wastewater Treatment Plant
516-431-5691

The design shall be all inclusive and consider (at a minimum):

- Demolition
- Survey
- Electrical, mechanical, plumbing, and structural
- Construction phasing strategy/schedule.
- Staff operational and maintenance instruction

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

- 1) Conceptual Report (at 30% Design) that provides a proposed installation plan identifying proposed units and configuration and electrical, mechanical, plumbing, and structural elements. Included in this document shall be a preliminary cost estimate as well as a projected installation schedule, considering staging potential. Depending on the value of the work, Wick Law applies.
- 2) Detailed set of draft plans and specifications at 60% and final including structural, mechanical, electrical, plumbing, etc. details. The final specifications shall be prepared utilizing the City boilerplate.
- 3) Detailed project estimate and construction schedule.

Any required permit applications, reports or submittals by jurisdictional and regulatory agencies will be the responsibility of the consultant. It will be in the best interests of the selected consultant to become familiar with operations and historical performance and issues. This will be essential in providing the City with a product that will meet City needs and insure compliance of all permitted parameters in the future.

It is estimated that approximately three (3) copies of the draft set of plans and specifications for each phase of construction will be required (30% and 60%). For bidding purposes, approximately twenty (20) sets of the final contract documents will be required. Twelve of the final contract documents shall be provided on a compact disc. Six full and two half sized copies of the final plans and specifications will be required as well.

Bidding: during the bidding exercise, the consultant will assist the City as follows:

- Review all comments and/or questions posed by prospective bidders.
- Prepare all necessary addenda to the contract documents
- 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 construction contracts.

B. Construction Administration and Inspection: The City is requesting that all respondents include within their submittals, projected fees associated with construction inspection and administration services. These services may not be included within the original award for this project, however, the projected fee schedule for such activities will be considered during the proposal review and selection process. The proposal for construction inspection and administration should incorporate full time personnel for an anticipated six month (180 day) construction period. 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:

- Shop drawing review
- Respond to questions related to the intent of the design
- Interpretation of design drawings and specifications
- Review and preparation of change orders
- Provide representation at the pre-construction and routine progress meetings
- Review and approve all proposed deviations and substitutions to the contract drawings
- Review all laboratory , shop, mill, material and equipment test reports
- Prepare supplemental sketches, as necessary, to reflect actual field conditions
- Act as City representative in obtaining required regulatory agency approvals
- Provide full-time construction inspection services, as required, to properly oversee site activities and insure consistency with the plans and specifications
- Review contractor claim vouchers for payment to insure completeness and accuracy. Verify contractor's application for payment including quantities, certified payroll, NYS Prevailing Wage Rate Form
- Perform final inspection activities including the review of "as builts" to determine if each construction contract has been completed in accordance with contract documents and that all deliverables such as Operation and Maintenance Manuals, warranties, spare parts, etc. have been provided.
- Assist in startup activities.
- 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 that a representative is present.
- Maintain records for all meetings. Provide meeting summaries (minutes) for all meetings.
- 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.
- Review contract documents in order to identify and report degree of Contractor compliance with the Contract documents.
- Photograph key components of the work.
- Record the quality and quantity of the construction to determine that the work conforms to the contract.

SCHEDULE:

The City is proposing the following schedule for this project:

- | | |
|--|------------------|
| 1) Procure and Award Design Agreement | MAY 2017 |
| 2) Preliminary Design and Apply for Permits (as necessary) | JUNE 2017 |
| 3) Complete Detailed Design and Contract Documents,
And Construction Schedule | SEPTEMBER 2017 |
| 4) Bid and Award | OCT. – DEC. 2017 |
| 5) Commence Construction | JANUARY 2018 |

(SIX MONTH DURATION ANTICIPATED)

A.2 PREPARE BID FOR DIGESTER CLEANING AND REPAIR

- **Detailed Design:** The consultant shall prepare detailed plans, specifications, and contract drawings for cleaning and repair of the digesters at the Wastewater Treatment Plant. All documents must be prepared such that they will receive the approval of the Nassau County Department of Health, the New York State Department of Environmental Conservation, and all other applicable regulatory agencies (as necessary). Any fees required by regulatory agencies for their review to initiate the project should be incorporated within the proposed fee schedule. The selected consultant will be required to obtain all permits necessary for the project as well. 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. For site visits please contact:

Jason Leimsider
Asst. Chief Plant Operator of Wastewater Operations
Wastewater Treatment Plant
516-431-5691

Provisions will be made within the bid to address the repair or replacement of the interior components of the digesters (as necessary) in as much as the condition cannot be ascertained until they are emptied.

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

- 1) Detailed set of draft plans and specifications at 30%, 60% and final. The final specifications shall be prepared utilizing the City boilerplate.
- 2) Detailed project estimate and construction schedule.

Any required permit applications, reports or submittals by jurisdictional and regulatory agencies will be the responsibility of the consultant. It will be in the best interests of the selected consultant to become familiar with operations and historical performance and issues. This will be essential in providing the City with a product that will meet City needs and insure compliance of all permitted parameters in the future.

It is estimated that approximately three (3) copies of the draft set of plans and specifications for each phase of construction will be required (30% and 60%). For bidding purposes, approximately twenty (20) sets of the final contract documents will be required. Twelve of the final contract documents shall be provided on a compact disc. Six full and two half sized copies of the final plans and specifications will be required as well (as necessary for this project).

Bidding: during the bidding exercise, the consultant will assist the City as follows:

- Review all comments and/or questions posed by prospective bidders.
- Prepare all necessary addenda to the contract documents
- 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 construction contracts.

B. Construction Administration and Inspection: The City is requesting that all respondents include within their submittals, projected fees associated with construction inspection and administration services. These services may not be included within the original award for this project, however, the projected fee schedule for such activities will be considered during the proposal review and selection process. The proposal for construction inspection and administration should incorporate full time personnel for an anticipated six month (180 day) construction period. 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:

- Shop drawing review
- Respond to questions related to the intent of the design
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- Review and preparation of change orders
- Provide representation at the pre-construction and routine progress meetings
- Review and approve all proposed deviations and substitutions to the contract drawings
- Review all laboratory , shop, mill, material and equipment test reports
- Prepare supplemental sketches, as necessary, to reflect actual field conditions
- Act as City representative in obtaining required regulatory agency approvals
- Provide full-time construction inspection services, as required, to properly oversee site activities and insure consistency with the plans and specifications
- Review contractor claim vouchers for payment to insure completeness and accuracy. Verify contractor's application for payment including quantities, certified payroll, NYS Prevailing Wage Rate Form
- Perform final inspection activities including the review of "as built" to determine if each construction contract has been completed in accordance with contract documents and that all deliverables such as Operation and Maintenance Manuals, warranties, spare parts, etc. have been provided.
- Assist in startup activities.
- 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 that a representative is present.
- Maintain records for all meetings. Provide meeting summaries (minutes) for all meetings.

- 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.
- Review contract documents in order to identify and report degree of Contractor compliance with the Contract documents.
- Photograph key components of the work.
- Record the quality and quantity of the construction to determine that the work conforms to the contract.

SCHEDULE:

The City is proposing the following schedule for this project:

- | | |
|--|----------------|
| 3) Procure and Award Design Agreement | MAY 2017 |
| 4) Preliminary Design and Apply for Permits (as necessary) | SEPTEMBER 2017 |
| 5) Complete Detailed Design and Contract Documents,
And Construction Schedule | DECEMBER 2017 |
| 6) Bid and Award | JAN/FEB. 2018 |
| 7) Commence Construction | MARCH 2018 |

PROPOSAL FORMAT AND INFORMATION:

General Information: All prospective respondents should familiarize themselves with the site, available historical plans, reports and records. The Sand Filter building will be made accessible for inspections prior to the submission date; and plant operators will be available to discuss operations and performance.

For questions regarding the submission of this proposal contact:

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

For technical questions, or to schedule a site visit, contact:

Jason Leimsider
Asst. Director of Wastewater Operations at (516) 431-5691

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

John A. Mirando
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), **Thursday, March 23, 2017.**

Submission Format: Interested firms should submit **four (4) copies** of their proposal to the address cited above. All proposals will have a twenty five (25) page maximum limit and be organized with consecutively numbered pages containing the following sections:

- 1) Letter of transmittal
- 2) Executive summary highlighting the key elements of the proposal
- 3) A detailed work plan that addresses the items within the Proposed Project Description and Purpose, containing at a minimum:
 - a) Insights and approaches in addressing the proposed project. Reference should be made to similar experiences at comparable facilities and the results of analysis.
 - b) A description of the proposed plan for completing the work that includes a breakdown and description of proposed tasks, including anticipated manpower requirements for each activity.
 - c) A detailed schedule identifying each activity as well as projected dates for deliverables and project completion.
 - d) The consultant's staffing strategy with specific identification of key personnel and their experience and proposed level of involvement/responsibility. Any sub or joint-consultant involvement should be clearly delineated as well.
- 4) Consultant's relevant experiences, abilities, staffing and financial standing. Qualifications shall be presented that highlight similar project experiences, in each case delineating the firm's responsibilities and level of effort. In this section the organizational structure can be presented as well as resumes of key personnel.
- 5) A detailed budget proposal for undertaking the specific work described in this document. The City is requesting a total **fixed fee** cost be provided for preparing a detailed plans and specifications for repairs to various components at the WWTP and digester cleaning/repair. The City is also requesting a fixed fee schedule for providing construction inspection services for the anticipated six month (180) day construction period. Details such as:
 - Estimates of direct technical labor
 - Estimates of overhead and profit expenses
 - Rates of key personnel

shall be included. The budget proposal shall be inserted in a separate sealed envelope.

PROPOSAL EVALUATION AND SELECTION:

An award of contract for services will be made to the firm, who is found to be responsive and responsible and provides the “best value”, that is, optimum quality and insight at the lowest cost. Proposals must be prepared consistent with the intent and requirements set forth in this RFP to be considered. Long Beach will assemble a selection team, composed of professionals employed by the City. The proposals will be scored on a scale of 0 to 100 utilizing the following criteria. Note, the weight assigned to each criteria is delineated in bold print below.

Evaluation Criteria:

- 1) ***Understanding*** of the purpose of the project described in the **RFP**. The proposal work plan will be evaluated to determine the consultant’s approach, methods and projected products. Site familiarity as well as the undertaking of pre-proposal visits to the site and discussions with operators will be major considerations under this criterion. **(Total Points 30)**

- 2) ***Creativity*** in proposing a project that would accomplish project objectives within a cost-effective manner. Consultants insights, imagination and suggestions in addressing the particular problems identified at this facility as well as projected **fees** to undertake these exercises will be weighted heavily under this criterion. **(Total Points 30)**

- 3) ***Experience*** of consultant on projects with similar objectives and at facilities of comparable operations and conditions. The firm’s overall qualifications and “relevant” experience will be evaluated under this criterion. Demonstrated knowledge and dealings with local regulatory agencies will be factored into this criterion. All anticipated sub-consultants, and joint venture participants and their designated responsibilities will be evaluated under this item. **(Total Points 15)**

- 4) ***Expertise*** of assigned personnel. The experience and knowledge of the key personnel who will be assigned to this project will be reviewed under this item. Special emphasis will be placed upon the experience of the designated project manager and principal who will be overseeing project planning and design... **(Total Points 15)**

- 5) ***Scheduling*** of project. The ability of the consultant to provide a design package within the time frame detailed within this RFP. The consultant’s projected schedule will be evaluated under this item. **(Total Points 10)**

Note, references (names and telephone numbers) shall be provided for relevant projects. The City reserves the right to contact same during the review process. Information received may impact scoring.

Selection Process:

The review of the proposals will be performed by an in-house panel of professionals, who will evaluate and rate each proposal. If the outcome of the review exercise is inconclusive or indecisive, the evaluation process of the top ranked proposals *may* include interviews or oral presentations. Such sessions will be strictly at the discretion of the City of Long Beach. It is the City's intention to select the firm that demonstrates the best combination of technical approach and costs. The City reserves the right to reject any and all proposals, if it is deemed to be in the best interests of Long Beach. In addition, the City assumes no responsibility or liability for costs incurred by respondents for the preparation/submission of RFPs or subsequent requests made by the evaluation team.

APPENDIX ONE

LOCATION MAP CITY OF LONG BEACH WASTEWATER TREATMENT PLANT



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CITY OF LONG BEACH
February 2017**

FEE PROPOSAL SHEET

A.1 REPAIR COMPONENTS TO WASTEWATER TREATMENT PLANT

1. Cost for DESIGN AND BIDDING (A)

(in figures)

(in-words)

2. Cost for CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES (B)

(in figures)

(in-words)

3. TOTAL(1+2)

(in figures)

(in words)

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FEBRUARY 2017**

FEE PROPOSAL SHEET

A.2 DIGESTER CLEANING AND REPAIR

1. Cost for DESIGN AND BIDDING (A)

(in figures)

(in-words)

2. Cost for CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES (B)

(in figures)

(in-words)

3. TOTAL(1+2)

(in figures)

(in words)

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JANUARY 2017**

Submitted By: _____
(Name of Company)

Name of Authorized Representative:

(Print Name)

Signature of Authorized Representative:

Date: _____

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 _____

APPENDIX B

CONTRACT FOR PROFESSIONAL SERVICES

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) XXXXX, a engineering firm having its principal office at (_____) (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") and terminate on _____ (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, for Engineering Services for the installation of an Ultraviolet Disinfection system at the wastewater treatment plant 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 xxxxx, 20__ 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 \$XXXXXX 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) To the fullest extent permitted by law, the Consultant shall indemnify the City, and its councilmembers, officers, and employees from and against all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees, agents, or subcontractors. Liabilities subject to the duty to indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant shall have no obligation to indemnify where such liabilities are caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

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.

9. Termination

Generally. This Agreement may be terminated for "Cause" by the City upon the receipt by contractor of fifteen (15) days written notice of termination; or upon mutual written Agreement of the City and Contractor.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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).

{Remainder of page intentionally left blank}

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

By _____
: _____
Name: _____
Title: _____
—
Date: _____

CITY OF LONG BEACH

By: _____
Name: _____
Title: City Manager
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

CITY OF LONG BEACH)

On this ____ day of _____ in the year 200__ 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)

)ss.:

CITY OF LONG BEACH)

On the ____ day of _____ in the year 200__ before me personally came _____ 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

EXHIBIT A

**Detailed Scope of Services
REQUEST FOR PROPOSALS (RFP)
FOR
ENGINEERING SERVICES IN CONJUNCTION WITH
REPAIRS TO THE COMPONENTS OF
THE
WASTEWATER TREATMENT PLANT
AND
DIGESTER CLEANING/REPAIR
IN THE
CITY OF LONG BEACH
FEBRUARY 2017**

Scope of Services

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

A.1 REPAIRS TO COMPONENTS OF THE WASTEWATER TREATMENT PLANT

- A. Survey and Design (Prepare Plans, specifications, and contract documents)
- B. Construction Administration and Inspection Services

A.2 DIGESTER CLEANING/REPAIR

- A. Survey and Design (Prepare Plans, specifications, and contract documents)
- B. Construction Administration and Inspection Services

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.

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").

Part 1 Design and Bidding

Under this task the Consultant shall perform all work described herein and required to prepare detailed plans, specifications and cost estimates in such a manner that they can be used for initiating Construction. The Contractor shall be paid on a basis of X times the actual salary of the technical personnel engaged in the work.

Part 2 Construction Inspection and Administration Services

Under this task the Consultant shall perform all work described herein necessary for the successful award and completion of the project. The Contractor shall be paid on a basis of X times the actual salary of the technical personnel engaged in the work. Under this task, 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 and administration for the period of six months (180 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.

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.