



# **CITY OF LONG BEACH**

## **PURCHASING DEPARTMENT**

1 WEST CHESTER STREET

LONG BEACH, NY 11561

(516) 431-1006

FAX: (516) 431-1839

## **CONTRACT DOCUMENTS**

## **FOR**

## **REQUEST FOR PROPOSAL:**

## **HVAC MAINTENANCE AND PROFESSIONAL SERVICES**

May 28, 2020

CITY OF LONG BEACH

NEW YORK

CITY MANAGER

DONNA M. GAYDEN

CITY COUNCIL

JOHN BENDO, PRESIDENT

KAREN McINNIS, V.P.  
SCOTT J. MANDEL

MICHAEL A. DELURY  
ELIZABETH M. TRESTON

CORPORATION COUNSEL

SIMONE M. FREEMAN

**ATTENTION\*\*\*\*\***

Read thoroughly "Instructions to Proposers" and the legal advertisement relative to proposal and other details on submitting offers.

If proposer is a co-partnership, all partners must execute the proposal, unless one partner has been authorized to sign for the co-partnership, in which case evidence of such authority shall be submitted.

If a proposer is a corporation, the President and Secretary shall execute the proposal.

The Corporate Seal must be affixed.

In the event that this proposal is executed by a Vice-President in lieu of the President, please attach hereto a certified copy of that section of Corporate By-Laws authorizing the Vice-President to execute contracts of this kind.

## **REQUEST FOR PROPOSALS**

PLEASE TAKE NOTICE that sealed proposals will be received in Room 509, Purchasing Department, City Hall, Long Beach, New York 11561, up until 2:00 p.m. on **Thursday, May 28, 2020**, for the following:

### **HVAC MAINTENANCE AND PROFESSIONAL SERVICES**

Specifications may be obtained on the City's website at [www.longbeachny.gov](http://www.longbeachny.gov) or by contacting the Purchasing Department, Room 509, City Hall, Long Beach, New York (516-431-1006). The City of Long Beach reserves the right to reject any and all proposals, to waive all formalities on same and to accept those proposals which are in the best interest of the City of Long Beach.

Date: Long Beach, New York  
May 7, 2020

DONNA M. GAYDEN  
City Manager

**CITY OF LONG BEACH  
REQUEST FOR PROPOSALS**

**OBJECTIVE**

The City of Long Beach is soliciting proposals for HVAC maintenance and professional services according to the specifications of the City of Long Beach for City owned buildings and facilities. The purpose of this request for proposal (RFP) is to provide interested vendors with information to enable them to prepare and submit proposals for consideration.

**PROPOSAL PROCESS**

Sealed proposals will be received up to 2 p.m. on Thursday, May 28, 2020. All proposals must be submitted in a sealed envelope with title of RFP, due date and time, and name of proposer so marked clearly on the outside envelope. Three (3) copies of such proposal shall be supplied. Proposals should be sent to:

Purchasing Agent  
City of Long Beach  
1 West Chester Street, Room 509  
Long Beach, NY 11561

All inquires should be directed to Thomas Canner, Superintendent, at (516) 705-7427.

The decision of the City Council as to which proposal offered is in the best interest of the City of Long Beach shall be final. The City reserves the right to reject any and all proposals.

Proposals will only be considered from companies which have an established reputation in this field.

Contractor agrees to be bound by the terms and conditions of the General Municipal Law State of New York as amended by Chapter 751, Section 1, of the Laws of 1965 and particularly to Sections 103A and 103B thereof, and further agrees to at all times to observe and comply with all municipal ordinances, regulations State and OSHA Federal Laws, in any manner affecting the work herein specified. This contract will follow the provisions of the Prevailing Wage Rates as set forth by the NYS Dept. of Labor. A copy of the prevailing wage rates will be available to the successful bidder.

The successful proposer shall furnish a 100% Performance Bond within thirty (30) days of notification of award of contract.

Any changes to these specifications must be by written consent of both the successful vendor and the City of Long Beach. No oral, telegraph, or telephone bids or modifications will be considered.

## **SPECIFICATIONS**

The City of Long Beach (the “City”) is seeking proposals from qualified Heating, Ventilating and Air Conditioning Contractors for Scheduled Inspection, Preventive Maintenance and Service/Repairs for City-owned facilities.

### **QUALIFICATIONS**

Contractor must have experience with **Carrier I-Vu** software management system and **Carrier** chiller system.

Contractors wishing to submit a proposal shall have at least five (5) years of similar HVAC experience, and shall submit with their proposal a list of at least four (4) customer references with similar scope of service.

Contractors submitting a proposal must be licensed with the State of New York as Mechanical Contractors for Installation and unlimited Systems Repair; licensed with the State of New York for Boiler Installation and Repairs; shall be required to register their State Mechanical License with the City of Long Beach.

Each proposer must submit credentials listing the qualifications of the personnel that will be assigned to this contract, and must have experience with the following types of equipment and systems:

- Boilers and Boiler controls, safeties
- Centrifugal Chillers
- Direct Expansion Air Conditioning
- Variable and Constant Air Volume Systems
- Fan-Powered Boxes and controls
- Humidification Equipment
- Infrared Heating Equipment
- Forced-air Heating Equipment
- Pneumatic, Electric and Electronic Controls
- Direct Digital Controls
- Computer Room Air Conditioning Equipment
- Cooling Towers
- Glycol System
- Closed Loop Baseboard heating systems
- Steam operated heating systems
- Induction Unit systems

### **SCOPE OF SERVICE**

Scheduled maintenance services, preventive maintenance services, repairs, and other work as requested.

## **SCHEDULED MAINTENANCE**

### **A. Inspections/Preventive Maintenance**

- Inspections/Adjustment and Lubrication of all HVAC Equipment
- Verification that all operating and safety controls are operable and functioning as intended, including adjustment and cycling of controls to ensure their reliability
- Calibration of controls (digital, pneumatic) as applicable
- Check and inspect all belt-driven equipment; replace belts/drives as applicable to ensure reliability.
- Motor, shaft seals, bearing assemblies are to be checked and lubricated.
- Check and inspect all refrigeration circuits and charges for adequate charge and/or leaks; record temperatures and pressures for the accumulation of historical data to be used for comparison to prior; and determination of the current state of operation
- Perform oil sampling/analysis in the 'off-season' to assist in determining the status of internal compressor parts/damage prevention.
- Filter replacement for all air-side equipment with filters (bi-annually). Most filters will be provided by the City. (Filters to be removed and disposed of by vendor).
- Vendor supplies filters for VAV (30) and mixing boxes (28).
- City will be responsible for filters pertaining to (2) Carrier air handlers.
- Heating equipment, burners and burner controls are to be checked and cleaned annually; and 'tuned' for maximum firing efficiency
- Worn belts will be replaced (as needed) with new energy efficient cogged vbelts.

If a repair is necessary, contractor shall notify and provide a complete repair cost estimate to the City and receive authorization prior to performing the repair.



The City reserves the right to obtain competitive bids/proposals on all parts or equipment in excess of \$1,000.

**B. Start-up/Shutdown**

Preventive maintenance will include a start-up/shutdown in the spring & fall on all units in each building. The City will determine the dates for this work. This will be billed on a time and materials basis.

**REPAIRS / SERVICE CALLS**

Every activity performed under this proposal is designed to minimize the incidence of unscheduled or emergency situations; however, back-up service shall be provided as often as needed 24-hours a day, weekends and legal holidays included, minimizing downtime and inconvenience. Contractor will provide telephone numbers for service calls during business hours and after hours.

Service calls reported to the Contractor (by telephone or otherwise), shall be performed within two (2) hours of receipt of notification. In the event service is not provided within this period, the City of Long Beach reserves the right to call in a service organization of their choice. Contractor will be responsible for any additional labor charges as a result of their failure to respond within the required 2-hour call in time.

Due to the critical nature of off-hour calls, the Contractor must provide their PROCEDURE FOR HANDLING NIGHT AND WEEKEND CALLS with their proposal. Failure to submit with the proposal shall result in rejection of the proposal.

**ESTIMATES**

There will be no charge for the contractor to come to the City to evaluate a job or for written cost estimates.

The City will authorize all non-emergency work. The contractor will provide a written "not-to-exceed" estimate on all non-emergency work. The City of Long Beach will not bear any costs for work to develop estimates.

**The estimate must include the estimated number of hours, contracted hourly rate, number & type of technicians required, estimated material cost and completion date.** The amount invoiced will represent the actual hours worked and actual materials charges. Therefore, the invoiced amount will rarely, if ever, be the same amount as the estimate.

Work will only be performed with the City's authorization. Actual work will not exceed the estimate. Unreasonable estimates will be deemed cause to terminate this contract.

## **REPORTING**

Contractor must provide 48 hour notice to the City prior to performing scheduled preventive maintenance. Failure to contact the City's representative may result in the unavailability of access to the City.

The Contractor shall report to the City's representative when on the job. A service report (signed by the City's representative) shall be left with the City representative detailing the work performed. A service report shall generally include: building location, type of repair (routine, urgent, emergency or after hours), nature of the problem, parts required and cost, labor, number of hours, number of technicians required, hourly rate and summary of work done.

## **WARRANTY**

The successful proposer will provide the City with a minimum of one (1) year parts warranty, or the manufacturer's warranty, whichever is greater, and a minimum of one (1) year warranty on all labor. Contractor shall warrant that all services and repair work performed under this contract shall be free from defects in workmanship and all manufactured equipment supplied hereunder shall, at the time of installation to be free from defects in material and workmanship.

## **CORRECTION OF WORK**

The successful proposer will promptly correct all work rejected by the City as faulty, defective or failing to conform to this specification whether observed before or after substantial completion of the work, and whether or not fabricated, installed or completed. The successful proposer will bear all costs of correcting such rejected work and perform such work within the timeline as agreed between the City and the selected proposer.

## **INVOICING/BILLING PROCEDURE**

Invoices for services must include the following:

- Purchase order is required for all projects
- Service report number
- Date of service
- Location – building, department
- Description of services performed - Inspection - Maintenance – Repair - Any combination of the above, with hours broken down by category
- Number of technicians utilized for each job
- Labor cost will be broken down to show the actual number of hours worked times the contracted hourly rate utilizing the New York State Prevailing Wage form filled out and the page with the correct rates from the NYS DOL website using PRC #.
- Materials cost will be broken down to show contractors cost plus the contracted percentage markup.

- **A copy of an invoice showing contractor's cost for parts must be sent with the Library's invoice.**

The City will not pay for travel time or truck charges. Contractor will bill for actual hours on the job site only.

There will be no charge for the contractor to come to the City to evaluate a job or for written cost estimates.

**Invoices may be submitted only for work actually performed and after work is complete. No pre-payments, deposits, or partial payments will be authorized.**

Payment will be made after work is approved by the City of Long Beach.

Invoices shall be mailed to the City of Long Beach, 1 West Chester Street, Long Beach, NY 11561.

Failure to submit invoices to the address above may result in delay of payment.

**WORK HOURS AND HOLIDAYS**

- All planned service under this agreement will be performed during the City's normal work hours, defined as 7:00 a.m. to 5:00 p.m., Monday through Friday.
- Regular and routine work shall be performed under this contract during regular business hours and no work will be permitted at night, on Sundays or on holidays unless specifically authorized or directed by the City.
- Hourly payment to contractor for hours worked other than 7:00 a.m. to 5 pm, Monday through Friday will begin when crew is assembled and equipment is at job site. Hourly payment ends when job is completed at site.

In the event that equipment must be shut down for an extended period of time, prior approval must be received from the City of Long Beach. The Contractor may be required to perform the repair, replacement or maintenance work outside of normal business hours.

**INSURANCE REQUIREMENT**

A certificate of insurance naming the City of Long Beach as an additional insured must be provided by the successful proposer prior to commencement of work. A current certificate of insurance meeting the requirements in Schedule B of the attached Sample Agreement is to be provided to the City and remain in force during the entire contract period. It is the Contractor's responsibility to make sure the City has a current certificate of insurance on file for the duration of the contract.

**PERMITS**

Where required by code, permits and all required inspections must be obtained by the Contractor. Fees for permits and inspections obtained from the City of Long Beach will be waived by the City for work on City buildings. Upon

completion, all work will be subject to New York State Laws and City Ordinance Codes.

### **CLEANUP**

Upon completion of any work, the work areas shall be cleaned of all refuse caused by work performed under this contract. The Contractor shall not allow waste material, or rubbish, caused by their employees to accumulate in or about the premises, but shall have it promptly removed.

### **DAMAGES**

The Contractor shall take all necessary measures to prevent damage to other areas of the building, grounds, and utilities adjacent to his Work. The Contractor shall be responsible for damage to the City's premises that may be caused by his work. Should damage occur as a result of the Contractor's Work, the Contractor is responsible for the repair and/or replacement of the damaged area at their own expense. Otherwise, the City shall repair and/or replace the damaged area and charge the Contractor or deduct the amount from the Contractor's payment.

### **SELECTION CRITERIA**

All proposals will be evaluated and ranked. The City of Long Beach reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more companies. The proposer selected for the award will be chosen on the basis of the apparent greatest benefit to the City of Long Beach, including, but not limited to the following:

1. **Experience/Qualifications:**

Proposing on this contract shall be limited to individuals, partnerships and corporations actively engaged in the heating/air conditioning services field. Proposers shall demonstrate competence, experience and financial capability to carry out the terms of this contract. The City will require proof of these qualifications. Proposer shall provide information to the City demonstrating the Proposer's ability to satisfy the requirements set forth in the specifications. The Proposer shall include any and all information pertinent to aiding the City in determining the abilities of the Proposer, including names and qualifications of personnel to be assigned to the City's account.

2. **Capacity:**

The Proposer should clearly identify its capability to perform the work as outlined in the specifications. The Proposer should clearly identify all disciplines available within the company and those areas that would be subcontracted. The Proposer should include their areas of expertise, including their familiarity with computerized and electronic control systems.

Proposers should clearly identify all available resources within the company and those that are proposed be subcontracted to others.

3. **Comparable Work/References:**

Provide a list of comparable projects that have been successfully completed by your firm. Include municipal related work as well as private sector references.

4. **Methodology:**

The Service Company should identify its approach to maintaining operating efficiency of HVAC equipment under their control.

5. **Cost**

**CITY OF LONG BEACH, NEW YORK**

**HVAC MAINTENANCE/ PROFESSIONAL SERVICES**

**EQUIPMENT, LOCATION AND MAINTENANCE SERVICES**

**EQUIPMENT**

- 4 - Carrier Air Handlers
- 2 - Carrier Centrifugal Chillers
- 3 - Forced Hot Air Units
- 2 - Steam Boilers
- 3 - Closed Loop Baseboard Heating Systems
- 10 - Hot Water Unit Heaters
- 15 - Hanging Gas Heaters
- 25 - VAV Boxes
- 20 - Preheaters and Reheaters
- 5 - Mixing Boxes
- 5 - Cabinet Heaters
- 13 - Exhaust Fans
- 2 - Makeup Air Fans
- 12 - Split System Heating and Cooling
- 1 - Glycol System
- 2 - Carrier I - Vu Software Building Automated System
- 1 - Dehumidification System
- 3 - Cooling Towers
- 130 - Induction Units

## LOCATION AND MAINTENANCE SCHEDULE

### 1. Municipal Building City of Long Beach One West Chester Street Long Beach, NY 11561

#### YEARLY - BEGINNING OF COOLING SEASON

- Clean Cooling Tower;
- Fill Cooling Tower and bleed system;
- Flush out both sides of chiller from sitting on off season;
- Fill up Chilled water system and bleed;
- Open change over valve;
- Bleed out both air handlers;
- Flush and bleed out secondary water system;
- Run system and check for leaks and correct pressure;
- Grease Bearings: Condenser Water Motor, Chilled Water Motor, Return Fan Bearings (2), Cooling Tower Fan, Air Handler 1 Fan, Air Handler 2 Fan, Air Handler 1 Motor, Air Handler 2 Motor;
- Clean Air Temperature Sensing Probes: Return Air (1), Primary Air Supply (2), Each Office Supply (30), Secondary North Supply (1), Secondary South Supply (1), Each Office Zone Temperature (30);
- Clean Water Temperature Sensing Probes: Chilled Water Supply, Condenser Supply, Secondary Water Supply, Chilled Water Return, Condenser Return, Secondary Water Return;
- Clean autofill probes on Cooling Tower (4);
- Test electronic valves for proper operation.

#### DAILY

- Check and manually adjust Chilled water valves accordingly;
- Check Chilled Water Pressure gauges for proper water flow
  - AHU-1 (2)
  - AHU-2 (2)
  - Pump (2)
  - Chiller (2)
- Check Condenser Water Pressure gauges for proper water flow
  - Pump (2)
  - Chiller (2)
- Check Chiller Status for proper operation

#### WEEKLY

- Blown down secondary water system;

- Blow down Chilled water system at Air Handlers;
- Blow down Chilled water system at pump;
- Blow down Condenser water system at pump;
- Operate backwash on san filter for condenser water system;
- Clean Secondary water system filter;
- Remove and clean Chilled water filter bag;
- Vacuum Induction Units

### **MONTHLY**

- Clean air filters in window units in specific locations: Court officers (2); Judges' Chambers (2); Court Clerk's (2); District Attorney's Office (2); Fire Department (4)
- Vacuum, supply and return air vents (2 or more in every office);
- Clean condenser cooling coils of all dirt and debris

### **SPECIAL MAINTENANCE**

- Eddy Current Test on Chiller
- Chemical Water Treatment of Condenser water system
- Replace Air Filters in Air Handlers (40)

### **YEARLY - END OF COOLING SEASON**

- Remove Secondary water strainer and clean;
- Remove Condenser water strainer at pump and clean;
- Remove Chilled water strainer at pump and clean;
- Remove AHU-1 strainer and clean;
- Remove AHU-2 strainer and clean;
- Punch tubes in Chiller on both sides;
- Drain and flush Chilled Water system;
- Drain both Air Handlers from lower drain valves;
- Drain and clean out cooling tower base;
- Drain Cooling Tower freshwater feed;
- Close changeover valve for heating system;
- Disable chemical treatment system;
- Check cooling tower for any broken nozzles or grommets (change if necessary).

### **YEARLY - BEGINNING OF HEATING SEASON**

- Fill and bleed baseboard system;
- Fill boilers with water;
- Test electronic steam valves for proper operation.

### **DAILY**

- Check pressure in boilers;
- Check water level in boilers;



- Check condensation tank water level;
- Check computer for temperature adjustments of building;
- Check boilers for proper operation;
- Manually operate Air Handler condensation drain pump.

#### **WEEKLY**

- Blow down both boilers;
- Vacuum out induction units.

#### **MONTHLY**

- Blow down steam traps (20);
- Change air filters on both air handler units (40).

#### **YEARLY - END HEATING SEASON**

- Fill and bleed baseboard system;
- Fill boilers with water;
- Test electronic steam valves for proper operation.

## **2. Magnolia Senior Center 650 Magnolia Boulevard Long Beach, NY 11561**

#### **YEARLY - BEGINNING OF COOLING SEASON**

- Clean and fill cooling tower;
- Fill and bleed condenser water;
- Reprogram East and West thermostats for cooling;
- Manually adjust 2<sup>nd</sup> floor east dampers for heating system;
- Grease Bearings: Cooling Tower Fan
- Clean condenser coils from all dirt and debris.

#### **WEEKLY**

- Clean condenser water strainer at cooling tower;
- Clean condenser water strainer (West unit);
- Clean condenser water strainer (East unit);
- Blow down condenser water at West Unit;
- Blow down condenser water at East Unit;
- Check West Air Handler unit for proper operation;
- Check East Air Handler unit for proper operation;
- Check refrigerant levels;
- Check for any obstruction in cooling tower nozzles;
- Check condenser motors for proper operation;
- Check cooling tower blower for proper operation.

### **MONTHLY**

- Clean air filters on split units (20);
- Vacuum and check drains for proper drainage in split units: West Toddler Room, East Toddler Room;
- Clean all supply and return vents.

### **QUARTERLY**

- Change air filters in air handlers (6 total);
- Wash Air Handler coils.

### **END OF COOLING SEASON**

- Drain and flush Condenser Water system;
- Clean out Cooling Tower;
- Turn off chemical treatment system;
- Drain chemical treatment system pipes to prevent freezing;
- Manually adjust 2<sup>nd</sup> Floor East dampers for heating season;
- Punch tubes on water cooled condensers;
- Check integrity of all belts (15).

### **BEGINNING OF HEATING SEASON**

- Manually adjust 2<sup>nd</sup> Floor East dampers for heating season.

### **WEEKLY**

- Check West Air Handler unit for proper operation;
- Check East Air Handler unit for proper operation.

### **MONTHLY**

- Clean air filters on split units (2);
- Vacuum and check drains for proper drainage in split units: West Toddler Room and East Toddler Room;
- Clean all supply and return vents.

### **QUARTERLY**

- Change Air filters in air handlers (6 total);
- Wash Air Handler coils.

### **END OF HEATING SEASON**

- Reprogram thermostats for Cooling Season;

- Manually adjust 2<sup>nd</sup> Floor East Dampers for Cooling Season.

**3. Recreation Center**  
**700 Magnolia Boulevard**  
**Long Beach, NY 11561**

**YEARLY - BEGINNING OF COOLING SEASON**

- Clean condenser cooling coils from all dirt and debris in split units (3);
- Clean condenser cooling coils from all dirt and debris at cardio room roof top unit.

**WEEKLY**

- Check Cardio Room Rooftop Unit for proper operation.

**MONTHLY**

- Clean Air Filters on split units (4);
- Vacuum and check drains for proper drainage of condensation: Back offices (2); Front Office; Office behind Front Office.

**QUARTERLY**

- Change Air filters on cardio room rooftop unit (4).

**WEEKLY – HEATING SEASON**

- Check Pool Deck Rooftop unit for proper operation;
- Check Cardio Room Rooftop unit for proper operation;
- Check Boiler Room unit for proper operation;
- Check all 4 split units for proper operation.

**MONTHLY**

- Clean Air Filters on split units (4);
- Vacuum and check drains for proper drainage: Back offices (2); Front Office; Office behind Front Office.

**QUARTERLY**

- Change Air filters on cardio room rooftop unit (4);
- Change Air filters on Pool deck rooftop unit;
- Change Air filters on first floor boiler room unit.

**END OF HEATING SEASON**

- Inspect boilers for any discrepancies;

- Inspect pool deck rooftop unit for any discrepancies;
- Inspect cardio room rooftop unit for any discrepancies;
- Inspect boiler room unit for any discrepancies.

**4. City of Long Beach Ice Arena**  
**150 West Bay Drive**  
**Long Beach, NY 11561**

**WEEKLY**

- Blow down condenser water system at pumps;
- Clean main condenser water strainer;
- Inspect error code history on chiller;
- Inspect chiller system for proper operation;
- Inspect dehumidifier system for proper operation;
- Inspect glycol level for chiller system;
- Inspect for proper water pressure of glycol system;
- Inspect hanging unit heaters n 2<sup>nd</sup> floor mezzanine (2);
- Inspect for proper water pressure in condenser water system;
- Inspect hanging unit heaters in main lobby (3).

**QUARTERLY**

- Change air filters in dehumidifier (6).

**YEARLY**

- Punch tubes on chiller for ice rink;
- Clean and flush cooling tower;
- Inspection cooling tower nozzles.

**5. City of Long Beach**  
**West End Community Center**  
**79 Maryland Avenue**  
**Long Beach, NY 11561**

**WEEKLY**

- Inspect boilers for proper operation;
- Inspect baseboard heating system for proper operation.

**MONTHLY**

- Blow down boiler;
- Check baseboard system for leaks.

**6. City of Long Beach  
MLK Center  
615 Riverside Boulevard  
Long Beach, NY 11561**

**WEEKLY**

- Inspect air handler and condenser system for proper operation.

**QUARTERLY**

- Change air filters in air handler (10).

**YEARLY - BEGINNING OF COOLING SEASON**

- Clean condenser cooling coils from all dirt and debris,

**YEARLY – END OF COOLING SEASON**

- Shut down cooling system for season.

**7. City of Long Beach  
Police and Fire Departments  
1 Centre Street  
Long Beach, NY 11561**

**DAILY**

- Check operation through Carrier I-Vu Computer software.

**WEEKLY**

- Blow down chilled water system at strainer;
- Inspect units for proper operation.

**QUARTERLY**

- Change air filters in air handler (10).

**END OF COOLING SEASON**

- Punch tubes in chiller.

**SPECIAL MAINTENANCE**

- Eddy Current Test on rooftop chiller.

**8. City of Long Beach  
West End Fire House  
1039 West Park Avenue  
Long Beach, NY 11561**

**DAILY**

- Check operation through Carrier I-Vu Computer software;
- Check error and operation history of HVAC system through Carrier I-Vu Computer software;
- Inspect rooftop unit for proper operation;
- Inspect both boilers for proper operation.

**MONTHLY**

- Blow down both boilers.

**9. City of Long Beach  
East End Fire House  
301 Maple Boulevard  
Long Beach, NY 11561**

- Clean air filters in air conditioning window units (2).

## **FINANCIAL REQUIREMENTS**

The successful vendor must have sufficient financial capacity, working capital, and other financial, technical and management resources to perform the contract.

## **INSURANCE**

The successful vendor will, until the completion of this agreement, carry and maintain, in full force and effect, liability insurance concerning both bodily injury and property damage in the aggregate amount of not less than \$100,000 and, if applicable, Workers' Compensation and Disability Benefits coverage.

## **RELEASE AND INDEMNITY**

The successful vendor agrees to be responsible for any loss or damage to property or injury, damage or death to persons due to the negligent performance of the service of this contract, and further agrees to protect and defend the City against all claims or demands of every kind of negligent acts in the performance and to hold the City harmless from any loss or damage resulting from any errors, omissions or negligent acts in the performance of the services of this contract. Such responsibility shall not be construed as a liability for damage cause by or resulting from the sole negligence of the City or their agents other than the successful vendor or its employees.

## **NON-DISCRIMINATION**

The successful vendor agrees that no person shall be denied employment in any capacity on the grounds of race, creed, sex or national origin; nor shall any person be discriminated against in any manner by reason thereof, in connection with contracting for, or in the performance of any work or services of any kind, by, for, on behalf of, or for the benefit of the City.

## **TERM AND TERMINATION**

This contract shall be deemed effective as of the first day of the month in which this agreement is made and shall remain in full force for a period of two (2) years with the option of the City to extend the contract for an additional two (2) years under the same terms and conditions. The contract may be terminated upon thirty (30) days notice by the City based upon non-performance by the successful vendor or if the City should decide to perform such duties on its own.

## **PROPOSAL PREPARATION AND SUBMISSION**

All vendors are required to submit the following as a complete proposal. All information requested must be submitted to:

**Purchasing Agent  
City of Long Beach  
1 West Chester Street  
Long Beach, NY 11561**

Failure to comply may result in the proposal being considered non-responsive.

- An executive summary highlighting your organization's background.
- The experience and variety of services provided by your agency.
- Service enhancements unique to your agency.
- The location of the office responsible for processing the City's accounts.
- Specific collection techniques proposed.
- Audit trails and documentation.
- Data transfer schedules and methods
- Method and frequency of payment and reports to the City.
- Fees charged to City by successful vendor.
- List of three (3) government /corporate clients and for each, the name and telephone number of the representatives to be contacted for work performance verification.
- Vendor shall submit this Request for Proposal signed by an authorized representative of the firm.

All proposals must be received by 2 p.m. on Thursday, September 6, 2018.

## **RIGHT TO REJECT AND NEGOTIATE**

The City maintains the absolute right to reject any and all proposals, and reserves the right to negotiate terms with any or all of the applicants.

## **PROCEDURE AFTER SELECTION**

Once selected, the successful applicant will be required to enter into contract with the City.

**The City of Long Beach hereby notifies all Proposers that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and no**



**proposer will be discriminated against on the basis of any protected characteristic in consideration for an award.**

Any changes to these specifications must be by written consent of both the successful proposer and the City of Long Beach. No oral, telegraph or telephone bids or modifications will be considered.

This RFP constitutes only an invitation to make a proposal to the City. The City reserves, holds, and may in its sole discretion exercise the following rights and options with respect to the RFP and subsequent agreement:

- To waive any informalities with respect to the submission requirements.
- To reject any or all proposals.
- To cancel this RFP with or without the substitution of another RFP.
- To supplement, amend, or otherwise modify this RFP, prior to its due date and time.
- To issue additional and or subsequent RFPs.
- To negotiate with the Proposers for amendments or other modifications to their proposals.
- To select and enter into an agreement with a vendor whose proposal best satisfies the overall interests of the City.

**This RFP is not a strictly competitive bid.** The City reserves the right to select a proposal, without the amount offered being the sole determinative factor. The City's decision-making process, which may include a public hearing before the City Council, will be discretionary and will be in the best interests of the City.

The City Council will consider an award to a responsible proposer who upon evaluation of all proposals received, best responds to this Request For Proposals and who, in the judgment of The City of Long Beach, will best serve the public interest.

# HVAC MAINTENANCE AND PROFESSIONAL SERVICES

## Request For Proposal

PROPOSAL SUBMITTED BY:

---

(Signature of Proposer)

---

(Printed Name and Title of Proposer)

---

(Company or Corporation)

Date

---

Address, City, State, Zip

---

Telephone, FAX, Pager, e-mail address

---

CORPORATE SEAL

---

**CITY OF LONG BEACH**

**LONG BEACH, NEW YORK**

Bid submitted by: \_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

To furnish \_\_\_\_\_  
In accordance with specifications attached, it being further understood that the CITY reserves the right to make an award on the basis of quotations received for any item or the aggregate total for all items on which quotations are received.

TO: City Purchasing Agent  
  
City of Long Beach  
1 West Chester Street  
Long Beach, NY 11561

The undersigned, desiring to submit a bid to furnish \_\_\_\_\_  
\_\_\_\_\_ for the City of Long Beach, New York, does hereby accept all terms, conditions and agreements contained and set forth in the E Notice to Bidders, Information for Bidders and Specifications and the undersigned does hereby certify, agree and propose as follows:

The undersigned declares that he has examined all of the attached documents and hereby proposes and agrees that, if this bid is accepted, he will contract with the City to supply said materials and services and to perform the specified work in the manner and time required pursuant to the attached documents.

By submission of this bid, each bidder and each person signing on behalf of any bidder, or in the case of a joint bid, each party thereto, certifies, under the penalty of perjury, that to the best of each of their knowledge and belief:

- A. That the prices in this bid 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 bidder or with any competitor; and
- B. That unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, by the bidder to any other bidder or to any competitor, prior to opening of all bids upon this proposal; and
- C. That no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition; and
- D. That neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit or cost element of the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Long Beach or any person interested in the proposed contract; and
- E. That the price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owner, employees or parties in interest, including this affiant.

Enclosed is bid bond or depositor' check (IF CALLED FOR IN BID) certified by (name of bank of deposit) \_\_\_\_\_ in the amount of \_\_\_\_\_ made payable to the City Treasurer, City of Long Beach, as a proposal guarantee which it is understood will be forfeited in case the contractor fails to comply with the requirements of the specifications.

(SIGN ATTACHED PAGE AND/OR PAGES)

SIGNATURES

(If an individual)

Date \_\_\_\_\_, 20\_\_\_\_\_

Signature of Bidder  
(Seal)

(Owner and Proprietor)

Business Name D/B/A

\_\_\_\_\_

Business Address

\_\_\_\_\_

SUBSCRIBED AND SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_

(If a co-partnership)

Date \_\_\_\_\_, 20\_\_\_\_\_

Firm Name \_\_\_\_\_ (Seal)

By \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

Name and Address of all Members of the Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUBSCRIBED AND SWORN to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

(If a corporation)

Date \_\_\_\_\_, 20\_\_\_\_\_

Corporate Name\_\_\_\_\_

By \_\_\_\_\_  
President

Business Address  
\_\_\_\_\_  
\_\_\_\_\_

CORPORATE SEAL

President \_\_\_\_\_

Vice President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Attest \_\_\_\_\_  
Secretary

SUBSCRIBED AND SWORN TO BEFORE ME

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

## INSTRUCTIONS TO BIDDERS

### 1. General:

Read all documents contained in the bid specifications.

Upon submitting a proposal, each bidder shall be assumed to have made a careful examination of the conditions and specifications and to have fully informed himself as to any special conditions, contracts and/or other documents.

Bidders are responsible for submitting their bids to the appropriate location at or prior to the time indicated in the specifications. No bids will be accepted after the designated time or date indicated in the bid specifications.

All bids must be filled out in ink or be typewritten. Bids submitted in pencil may be rejected as unresponsive. In the case of a discrepancy between the numerical number and written number, the written number will be controlling and will be considered to be the actual bid of the bidder.

The competency and responsibility of bidders will be considered in determining whether a bidder is qualified to perform the services or items required for the purpose of making the award.

The City may reject any and/or all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids.

No bid shall be considered which is not based upon these specifications and other contract documents attached or made a part there-to. Further no bid will be considered which contains any letters or memorandum modifying the bid, or which is not properly executed, or which is not accompanied with bid security in the form and amount as set forth herein. In case of discrepancy between the numerical number and written number, the written number will be controlling and will be considered to be the actual bid of the bidder.

No oral, telegraph, or telephone bids or modifications will be considered.

### 2. Submission of Proposals

All prospective bidders shall submit sealed proposals.

The sealed envelope submitted by the prospective bidder shall carry the following information on the FACE of the envelope: bidder's name, address, subject matter of proposal, advertised date of bid opening and the hour designated for bid opening as shown on the legal advertisement.



Where proposals are sent by mail to the City Purchasing Agent, the bidders shall be responsible for their delivery to the City Purchasing Agent before the advertised date and hour for the opening of bids. If the mail is delayed beyond the date and hour set for the bid opening, proposals thus delayed will not be considered. Under no circumstances is it necessary to submit the technical specifications with the bid.

3. Receipt and Opening for Bids:

Bids will be received and opened by the City Purchasing Agent as outlined in the Notice to Bidders or by her authorized representative.

4. Proposal Security

Each bid shall be accompanied by a bid bond or certified check (IF CALLED FOR IN THE BID SPECIFICATIONS) in the amount of ten percent (10%) of the bid and shall be made payable to the City Treasurer, City of Long Beach, unless otherwise specified. Such proposal security will be returned to the unsuccessful bidders, within forty-five (45) days after the City and the successful bidder have executed contract for the proposed purchase or services, or in the event no contract is executed, within (45) days after the date of the opening of the bids or upon the demand of the bidder at any time after the forty-five (45) days, so long as he has not been notified of the acceptance of his bid. The proposal security of the successful bidder may be accepted as a performance security to be retained pending successful completion of the contract and shall be retained by the City as liquidated damages, not as a penalty, for failure to complete the contract as specified herein, it being now agreed that said sum is a fair estimate of the amount of damages that said City will sustain due to the bidder's failure to complete the contract as specified herein.

5. Liquidated Damages for Failure to Enter into Contract:

The successful bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within fifteen (15) days after he has received notice of the acceptance of his bid, shall forfeit the proposal security deposited with his bid to the City as liquidated damages, not as a penalty, for such failure or refusal, it being now agreed that said sum is a fair estimate of the amount of damages that said City will sustain due to the bidder's failure or refusal to execute and deliver the executed Contract and Bonds as stated above.

6. Signatures:

Bids shall be signed with the full name of the bidder or an authorized agent of the bidder. If the bidder is a corporation the bid shall be signed by a properly authorized officer of the corporation.

The bid shall indicate whether the bidder is an individual, a partnership or a corporation. In case of a partnership, the full name of each individual partner shall be given. In case of a corporation, the corporate name, the State of incorporation, and the names of its officers shall be submitted.

7. Acceptance of Bid and its Effect:

Within forty-five (45) days after the opening of the bids, the City will act upon them. The acceptance of a Bid will be given to the successful bidder by notice in writing signed by a duly authorized representative of the City. No other act of the City or any official shall constitute the acceptance of a Bid. The acceptance of a bid shall bind the successful bidder to execute the contract and to be responsible for liquidated damages as provided in paragraph 5 above. The rights and obligations provided for in the contract shall become effective and binding upon the parties only upon the formal execution of the contract.

8. Competency of Bidder:

No proposal will be accepted from or a contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City or who had failed to perform faithfully any previous contract with the City.

9. Obligation of Bidders:

At the time of the opening of the bids, each bidder will be presumed to have read and to be thoroughly familiar with the specifications and all contract documents. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no-way relieve any bidder from any obligation in respect to his proposal.

10. Time for Executing the Contract:

The bidder whose bid shall be accepted will be required to execute a Contract in the form hereto attached within fifteen (15) days after the notice that his proposal has been accepted. Failure or neglect to execute the Contract within the said period of Fifteen (15) days shall constitute a breach of the agreement affected by the acceptance of the bid and the proposal security shall thereupon become forfeited. The provisions contained in the said contract shall be considered a part of the Instructions and Specifications.

11. Time of Payment:

The City shall make payment within thirty (30) to forty-five (45) days after delivery of any purchase or rendering of services made under the terms of this contract

acceptance, after a proper invoice of same is submitted and approved by the City Purchasing Agent, City of Long Beach.

12. Failure to Furnish Bond:

In the event that the bidder fails to furnish a performance bond when required in said period of fifteen (15) calendar days after acceptance of the bidder's proposal by the City, then the bid deposit of the bidder shall be retained by the City as liquidated damages and not as a penalty; IT BEING NOW AGREED that said sum is a fair estimate of the amount of damages that said City will sustain due to the bidder's failure to furnish said performance bond.

13. Interpretation of Contract Documents:

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, he may submit to the Purchasing Agent a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued. A copy of such addendum will be mailed or delivered to each person receiving a set of such contract documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of the proposal. If, after award of the contract, questions arise concerning interpretation of contract documents, it is understood that the decision of the Purchasing Agent will be final and binding.

14. Catalogs:

Each bidder shall submit in duplicate catalogs, descriptive literature, and detailed drawings, which fully detail the features, designs, construction, appointments, finishes and the like not covered in the specifications, but which details are necessary to fully describe the material work bidder proposes to furnish.

15. Non-Discrimination:

The Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant for employment because of race, creed, color or national origin. The Contractor further agrees that each subcontract made under this contract will contain a similar provision with respect to non-discrimination.

16. HOLD HARMLESS:

It is agreed that the Contractor shall indemnify, save and keep the City harmless against all liabilities, judgments, loss, costs, damages and expenses which may in any way be incurred by the City or its licensees, permittees, and assignees, respectively, by reason of the performance hereunder by the contractor, or the use of or any claim of the use of any patented material design, machinery, device, equipment or process furnished under this contract and accepted by the City.

17. Inspection and Responsibility:

The City shall have a right to inspect, by its authorized representatives, any material as herein specified. The City does not assume any responsibility for the availability of any controlled materials and equipment required under this contract.

18. Rejection of Material or Services:

Equipment, supplies or services that may fail to comply with the specifications herein as regards design, material or workmanship, are subject to rejection, and may at the option of the City Purchasing Agent, be rejected.

19. Replacement:

Materials or components, that have been rejected by the Purchasing Agent, in accordance with the terms of this contract, shall be replaced by the Contractor at no cost to the City.

20. Removal:

Any material or components rejected shall be removed within a reasonable time from the premises of the City at the entire expense of the Contractor, after notice has been mailed by the City to the Contractor that such materials or components have been rejected.

21. Delay:

Should the Contractor be delayed by the City for any cause, there shall be added to the Time of Completion a time equal to the period of such delay caused by the City; but the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension.

22. Time of Commencement and Performance:

The time of commencement, rate of progress and time of completion are essential conditions of this contract; however, if the time of performance of the

contract is for any reason, either expressly or by implication, extended, such extension shall not affect the validity of this contract or the liability of the sureties upon the bid given for the faithful performance of the same.

The City Manager reserves the right finally to decide all questions arising as to the proper performance of this contract, and in case of failure by the Contractor to comply with this contract in any manner, then to declare the same forfeited, either as to a portion or the whole thereof, and to re-bid the same with or without further advertising; and in such case of default, or in any case of default, to adjust the difference of damage or price, if any, which according to the just and reasonable interpretation of this contract, the said Contractor should, in the opinion of said Purchasing Agent, pay to the City.

It is further understood and agreed that any amount of damage or price determined by the City Manager to be paid to the City by the Contractor for any such default, or for any money paid out by the City in consequence of any such default, there shall be applied in payment thereof a like amount of any money that may be due and owing to the Contractor under or on account of the contract, so far as there may be any such money and the same shall be sufficient; and if there shall not be a sufficient amount retained from the Contractor, then the amount to be paid to the City in consequence of such default shall be a just claim against the Contractor to be recovered at law in the name of the City in any court of competent jurisdiction.

23. Subletting of Contract:

No contract shall be assigned or any part of the same subcontracted without the written consent of the City Manager and in no case shall such consent relieve the Contractor from his obligation, or change the terms of the contract.

24. Increase of Prices:

Should it become proper or necessary, however, in the execution of this contract for any change in design, or to make alterations which will increase the expense, the amount, if any, by which the contract price shall be increased in consequence of such change in design or alterations shall be determined by the City Manager.

No payment shall be made to the Contractor for any extra material, or of any greater amount of money than stipulated to be paid in the Contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by the City Purchasing Agent.

25. Delivery by Truck:

If delivery is made by truck, arrangements must be made in advance by the Contractor in order that the City may arrange for receipt of the materials. The material must then be delivered where directed. Truck deliveries will be accepted before 4:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays, or Holidays.

26. Verification of Weight:

The quantity of material delivered by truck shall be ascertained from certified weight ticket. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the City reserves the right to re-weigh at the nearest available scale.

27. Demurrage:

The City will be responsible for demurrage charges only when such charges accrue because of the City's negligence in unloading the material.

28. Re-spotting:

The City will pay railroad charges due to the re-spotting of cars when such re-spotting is ordered by the City.

29. Escalation:

If during the term of the Contract, the Contractor's price to others is below stipulated prices of this contract, the Contractor shall notify the City promptly of all such changes and the Contractor shall/give the City the benefit of such reduction in prices on all material or specification applying against this contract, shipped on or after the date of such price reduction.

30. Deliveries:

All materials shipped to the City of Long Beach must be shipped F.O.B. Long Beach, N.Y.

31. Trade Names:

In cases where an item is identified by a manufacturer's name, trade name or catalog number or reference it is understood that the bidder proposes to furnish the item as identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the bidder.

The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided

each bidder clearly states on the face of his proposal exactly what he proposes to furnish, or forwards with his bid a cut or illustration, or other descriptive matter which will clearly indicate the character of the article covered by his bid.

The City Manager hereby reserves the right to approve as an equal, or to reject as not being as equal, any article the bidder proposes to furnish having major or minor variations from specification requirements but complying substantially therewith.

32. Permits:

The Contractor shall take out at his own expense all permits and licenses necessary to carry out the work described in this contract.

33. Responsibility:

The Contractor shall be responsible for all materials or finished work furnished under this contract up to the time of final acceptance by the City.

34. Quantities:

If materials in this bid and contract are on a requirement basis, then the quantities may be increased or decreased, as the needs of the City shall require.

35. Firm Prices:

Firm price bids shall be given first consideration. Firm price shall mean a guarantee against price increase during the period of the Contract.

**EXHIBIT "A"**

**(SAMPLE)  
CONTRACT FOR HVAC MAINTENANCE SERVICES**

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Long Beach, , whose address is 1 West Chester Street, Long Beach, NY 11561, (hereinafter referred to as the "Client"), and \_\_\_\_\_, whose address is \_\_\_\_\_, (hereinafter referred to as "Contractor").

**THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:**

**Article I. Statement and Performance of Work.**

For payment by the Client as provided under this Contract, Contractor shall provide the materials and perform the services described on and in Schedule A (the "Work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

**Article II. Timing of Performance.**

Performance of this Contract shall commence on \_\_\_\_\_ and end on \_\_\_\_\_. Upon mutual consent of the Client and the Contractor, the contract may be renewed an additional two (2) additional year period, at the same prices, terms, and conditions of the original contract.

**Article III. Contract Price and Payment.**

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount services and materials as specifically set forth in the completed Proposal attached which is part of the attached Schedule A. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. The Client agrees to pay Contractor amounts due within sixty (60) days of receipt of an itemized billing/invoice from Contractor detailing all materials provided and work performed in connection with the billing and the hours and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A. Contractor will obtain written approval of the Client prior to proceeding with any work that is not stated



on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

**Article IV: Termination.**

A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days' notice in writing of such termination.

2. For convenience: The Client may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The Client shall pay all reasonable costs incurred by the Contractor up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.

B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

**Article V: Independent Contractor/Vendor Relationship.**

A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not

that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor and/or vendor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or subcontracted to perform the work, or any part thereof, unless approved by the Client in advance.

**Article VI:            Liability and Insurance.**

A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.

B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A.

**Article VII:        **Information.****

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

**Article VIII:       **General Provisions.****

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- B. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client (and by extension for the Township should the work be accepted and implemented by the Township) and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.

F. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

Client: City Manager – Donna M.  
Contractor:

G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.

H. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

I. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.

J. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

**IN WITNESS WHEREOF**, the Client and the Contractor have executed this Contract in Long Beach, New York, as of the date last listed below.

WITNESS AND DATES  
OF SIGNATURES:

CITY OF LONG BEACH

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

\_\_\_\_\_  
By: Donna M. Gayden  
City Manager

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

\_\_\_\_\_  
By:

CONTRACTOR

