CITY OF LONG BEACH, NEW YORK 11561
REQUEST FOR PROPOSALS

ENGINEERING SERVICES
DREDGING OF SARAZEN, OUIMET AND HAGEN CANELS
PREPARATION OF TECHNICAL REPORT, DESIGN, PERMITTING,
AND CONSTRUCTION ADMINISTRATION

FEBURARY 2024

I. INTRODUCTION

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

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

- Part 1 – Technical Report
- Part 2 – Design and Permitting
- Part 3 – Construction Administration Services

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

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

By 3:00 P.M. Friday, April 26th 2024 and shall be based upon the General Information and Scope of Services attached.

II. GENERAL INFORMATION

A. Submission Period

Respondents must submit their Proposals on or before 3:00 P.M. Friday April 26th 2024. (the Submission Deadline). The City of Long Beach expects to select a firm for the Project (the "Awardee") at a regularly scheduled meeting of the Council.

B. Preparation of Proposal

The Consultant shall demonstrate that it has relevant experience in performing projects of comparable value and scope to the type contemplated by this RFP. Each Proposal shall be prepared concisely, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. ***The New York State Vendor Responsibility Questionnaire For-Profit Business Entity is required to be completed and incorporated with the proposal submission. No proposals will be considered if the form is not included in the submission.***

C. Number of Copies of Proposal

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

D. Inquiries and Submission of Proposal

Questions about the RFP shall be directed in writing to:

Mr. Joseph Febrizio
Commissioner of Public Works
jfebrizio@longbeachny.gov

&

Mr. Russell Darress
City Engineer
rdarress@longbeachny.gov

Department of Public Works – Room 404
City Hall
One West Chester Street
Long Beach, New York 11561
(516)431-1000 ext. 1011
(516)431-5008 (fax)

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

Questions or requests for any clarifications about the RFP will only be accepted up until Friday, April 12th 2024.

E. Longevity of Proposals

A proposal may be withdrawn at any time prior to the date specified as the Submission Deadline. However, no Proposer may withdraw or cancel a Proposal for a period of Sixty (60) days following the Submission Deadline, nor shall the successful proposer withdraw or cancel or modify the Proposal, after having been notified that the Proposal has been accepted by the City, except at the request of the City or with the City's written consent.

F. Selection of Awardee

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

- *Expertise* and technical approach of the Proposal, explaining the degree to which the respondent's interpretation of the work meets the needs and goals of the City (20 points)

- Demonstrated relevant *experience* in performing projects of comparable value and scope to the type contemplated by this RFP including familiarity with Federal, State, and Local requirements (20 points)

- References, reputation and strength of current team financials (20 points)

- Quality of the Proposal/*Understanding* – adherence to Section III. Requirements (following) to include conciseness, clarity and readability (20 points)

- *Scheduling* to meet the timeline imposed (20 points)

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

G. Right of Rejection by the City

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

H. Notice of Award

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

I. Contract Negotiations

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

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

J. Schedule

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

Proposals Due:	April 26th 2024
City Review of Proposals	May/ June 2024
Award Proposals	July 20th 2024
Submit Draft Plans, Specifications and Contract Documents	November 2024
Finalize Plans, Specifications, and Contract Documents	January 2025
Finalize Permit Applications and Submit to Regulatory Agencies	February 2025
Receipt of Permit	August 2025
Advertise:	September 2025
Bids Due:	November 2025
Award:	January 2026
Initiate Construction:	March 2026

K. Technical Proposal Submission Elements and Necessary Qualifications

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

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

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

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

a. Firm Overview

b. Please provide the resumes of the individuals who would comprise your
c. operational team and the principal-in-charge. Describe only the people who would actually work on this City Project. Specify the role each would play, as well as what backup coverage would be available in time of conflicting engagements. Provide an organizational chart.

d. A list of any sub-consultants who may be used to perform the work.

e. Additional information pertinent to the City requirements.

f. References: Names, Titles, addresses and phone numbers of key contacts for five (5) clients, particularly those for whom the respondent has undertaken projects similar to this Project.

g. The Non-Collusive Proposal Submission Certification signed by a duly authorized representative of the Proposer, set forth in Appendix A, attached hereto and made a part hereof.

L. Fee Proposal

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

The Fee Proposal shall also include a list of hourly rates, anticipated man-hours for field and office time, and multiplier utilized. The maximum hourly wage rate (including multiplier) that is permitted to be utilized is $275.00/hr.

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

CITY OF LONG BEACH, NEW YORK 11561
REQUEST FOR PROPOSALS

ENGINEERING SERVICES
DREDGING OF SARAZEN, OUIMET AND HAGEN CANELS
PREPARATION OF TECHNICAL REPORT, DESIGN, PERMITTING,
AND CONSTRUCTION ADMINISTRATION

FEBRUARY 2024

FEE PROPOSAL SHEET

1. Cost for Part 1 – Technical Report

_____ (in figures)

2. Cost for Part 2 – Design and Permitting

_____(in figures)

3. Cost for Part 3 – Construction Administration Services

_____(in figures)

TOTAL (Part 1 + Part 2 + Part 3):

_____
(in figures)

_____
(in words)

Submitted By: _____
(Name of Company)

Name of Authorized Representative: _____
(Print Name)

Signature of Authorized Representative: _____

Date: _____

INSURANCE REQUIREMENTS

The CONSULTANT shall maintain during the performance of the Contract the following insurance coverage in the amounts specified:

1. Commercial General Liability and Property Damage insurance covering the liability of the consultant including Contractual insurance defending indemnifying and holding harmless the City, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of this agreement with a combined single limit (bodily injury/property damage) of $2,000,000.00 per occurrence.

2. Professional Liability, $1,000,000.00 per claim, $2,000,000, aggregate.

3. Automobile Liability and Property Damage, Bodily Injury and Property Damage $1,000,000.00 per occurrence.

4. Professional document / Valuable papers insurance in the minimum amount of $100,000.00.

5. Professional errors and omissions insurance in the minimum amount of $1,000,000.

6. Workers Compensation insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers Compensation Board pursuant to State Workers Compensation Law 220(2).

The City shall be named as additional insured on these policies and the provider will be subject to the approval of the Corporation Counsel.

At the time of execution of the Contract, the Awardee shall furnish the City with certificates of insurance evidencing the required coverage. All certificates of insurance shall provide that the policies shall not be changed or cancelled unless thirty (30) day's prior written notice is given to the City and the Commissioner of Public Works.

III. REQUIREMENTS

A. Overview (Project Description, Location, and Scope of Work)

The Sarazen, Ouimet and Hagen Canals are located along Reynolds Channel in the East End of the City of Long Beach. Due to years of sediment build up, the most southern 500 LF of each channel has become difficult to traverse by boat. The total square footage of dredging for all three channels that is required is approximately 135,000 SF.

The City of Long Beach invites qualified consultants to submit a proposal which is broken down into three parts. Preparation of a technical report the Sarazen, Ouimet, and Hagen Canals. The report shall summarize the existing conditions of the City and privately owned bulkheads, survey of the existing conditions and perform sediment sampling of the channels.

The selected consultant will also be tasked with preparing the permitting, plans, specifications, and contract documents to remove the excess sediments via dredging operations. The selected consultant will be required to prepare the dredging permit application(s) for approval by the New York State Department of Environmental Conservation (NYSDEC), New York State Department of State (NYSDOS), U.S. Army Corp. of Engineers (USACOE), and Town of Hempstead (TOH) on behalf of the City. The permitting applications for the dredging work will require the information obtained in the technical report phase and diligent agency coordination.

In addition, the selected consultant will be required to incorporate within their proposal the cost for Construction Administration Services.

B. Background

The Sarazen, Ouimet, and Hagen Canals have accumulated an excessive amount of sediment and debris. The sediment build up is primarily located on the southern end of each canal starting from the City bulkhead heading north roughly 500 LF x 90 LF or 45,000 SF for a total of 135,000 SF. In order to alleviate the issue, dredging of these areas is required to remote the excess sediments.

C. Proposed Project Description and Purpose

The objective of this exercise is to prepare a Technical Report of the existing conditions starting at the most southern bulkhead and traveling 500 LF north of each of the three (3) channels. The Technical Report shall determine the feasibility of dredging within the each channel and recommendations to be made to correct each channel for dredging. Obtain permits from the requisite regulatory agencies, prepare plans, specifications, and contract documents as well as to solicit bids to procure the services of a reputable contractor to perform channel dreading to remove sediment build up for Sarazen, Ouimet and Hagen Canals in the City of Long Beach. As such, the selected consultant will be required to prepare a contract for public bidding to allow the City to obtain fixed unit prices for channel dredging. The bid document will be prepared utilizing the City's standard boilerplate and incorporate the following:

- Prepare plans, detailed drawings, and permit application(s) for all regulatory agencies i.e., TOH, USACOE, NYSDOS, and NYSDEC.
- All plans and detailed drawings shall be provided to the City in a format compatible with AutoCad 2018.
- Specifications shall be provided to the City in a format compatible with Microsoft Word.
- Respond to all comments from regulatory agencies.
- Obtain all required permit approval(s)
- Prepare Technical Report(s)
    a. Existing Condition Assessment,
    b. Hydrographic and Topographical Surveys
    c. Sediment Sampling.
- Site photos as required by the permit application
- Detailed drawings depicting "typical" dredging limits and depths.
- Detailed technical specifications for all components.
- Preparation of construction estimate(s).
- Preparation of Pricing (p-sheets) sheets depicting item #, item description, and estimated quantity.
- Provide detailed drawings and technical specifications for items related to the work i.e., dredging, mobilization, disposal of sediments, etc.
- Provide a Contingency item for unforeseen circumstances.
- 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.
- Provide part time construction inspection services throughout the duration of construction.

It will be in the best interests of the selected consultant to become familiar with the existing conditions in the area. During the design phase, the City's engineering staff which has extensive experience and knowledge in regard to localized conditions will work closely with the selected consultant in the selection of various construction materials and procedures. This will be essential in providing the City with a product that will meet site-specific needs and address site-specific issues. It will also be essential that various public and private utilities be contacted regarding this project. Any upgrading of their facilities must be factored into the time frame of the project. It is important to get the cooperation and support of the impacted residents. For this reason public relations is essential. The potential impacts to the citizens and the appropriate mitigation measures must be factored into any proposed construction activity. The selected consultant will be asked to present their assessment findings in a presentation to City staff as well as present a summary of the project scope prior to the project being awarded to the winning Contractor to the Long Beach City Council at a City Council Meeting.

B. Project Classification

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

C. Policy and Procedures

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

When specifically authorized in writing to begin work, the Consultant shall render all services and furnish all materials and equipment necessary to provide the City with Reports, Plans, Estimates and other data specifically described under Parts 1, 2 and 3.

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

D. Scope of Services - Categorization of Work

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

- Part 1 – Technical Report
- Part 2 – Design and Permitting
- Part 3 - Construction Administration Services

Part 1 – Technical Report

1.1 General

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

1.2 Prepare Technical Report

1.2.A Existing Condition Assessment

Field investigations are required to document existing conditions of bulkheads and locations of stormwater outlets along approximately 45,000 square feet of canals within the City of Long Beach, the selected consultant shall identify potential dredge material dewatering areas and document potential obstacles to dredging of the proposed canals.

Topside structural inspections are to be conducted by a New York licensed Professional Engineer (P.E.) for bulkheads along the Hagen, Quimet, and Sarazen canals. Observation reports are to be completed for each segment and include wall type, condition, photographs, and other pertinent observations. Observations shall be performed at neap low tide in order to inspect the greatest extent practicable from land and water.

There are approximately 50 parcels to be evaluated (Figure *1*). Parcels may be combined as several parcels if they share the same structure, while other parcels may be divided into multiple entries if they contain multiple waterfront structures. Permission to access the parcels shall be required from the property owner prior to inspection.

Specific attributes of each structure shall be documented including structure ID, lot numbers related to the waterfront structure, structure type, material type, condition, observations of any toe scour protection or unique features. Structure types may include bulkheads or revetments, etc. Material types may include steel, concrete, timber, vinyl, or rock. The condition of each structure will be evaluated based on multiple structural criteria and visible deterioration to construction materials.

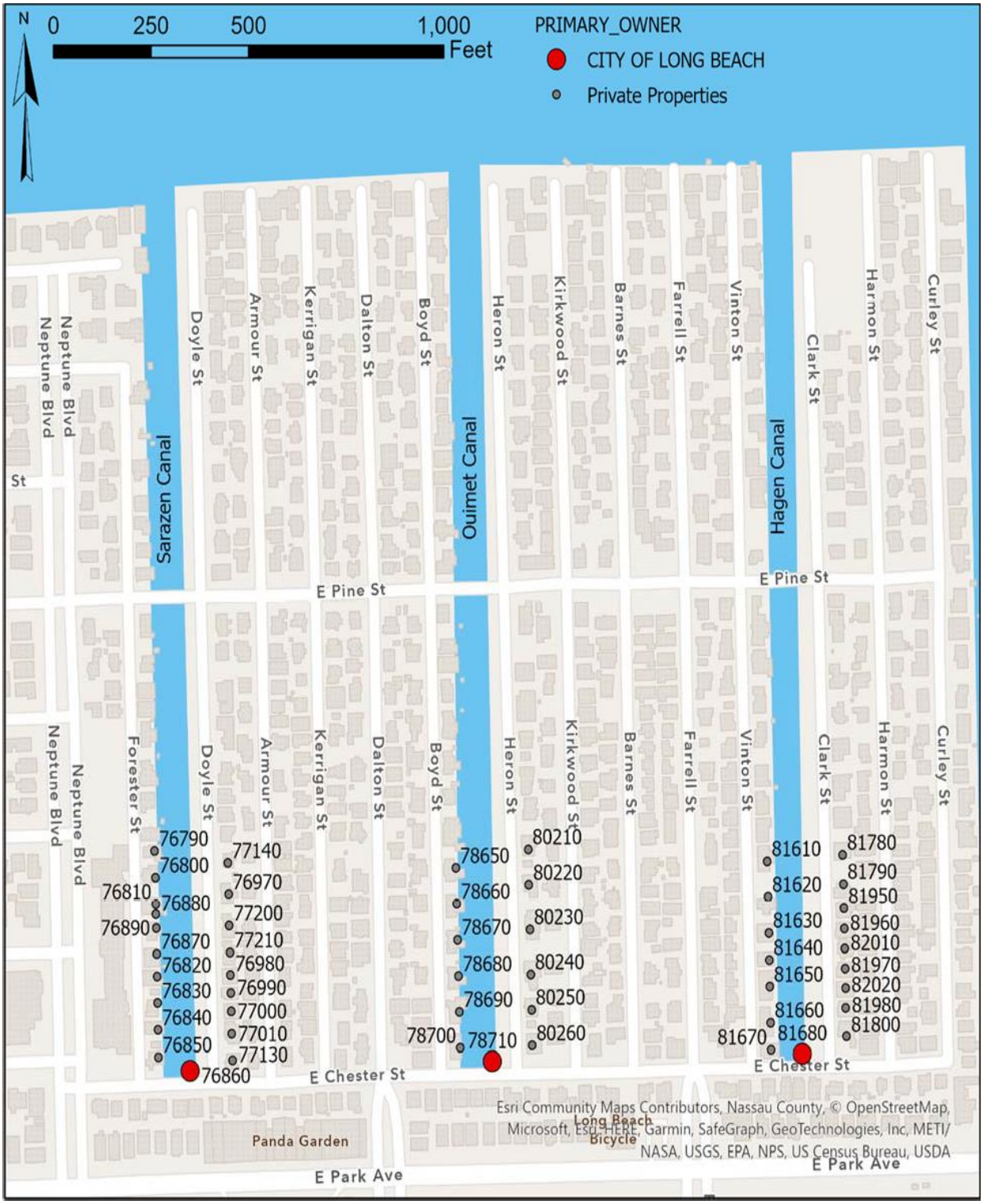
N
0
250
500
1,000
Feet
PRIMARY_OWNER
CITY OF LONG BEACH
Private Properties
Sarazen Canal
Ouimet Canal
Hagen Canal
Doyle St
Armour St
Kerrigan St
Dalton St
Boyd St
Heron St
Kirkwood St
Barnes St
Farrell St
Vinton St
Clark St
Harmon St
Curley St
Neptune Blvd
Forester St
E Pine St
E Chester St
E Park Ave
Panda Garden
Long Beach Bicycle
76790
76800
76810
76880
76890
76870
76820
76830
76840
76850
76860
77140
76970
77200
77210
76980
76990
77000
77010
77130
78650
78660
78670
78680
78690
78700
78710
80210
80220
80230
80240
80250
80260
81610
81620
81630
81640
81650
81660
81670
81680
81780
81790
81950
81960
82010
81970
82020
81980
81800
Esri Community Maps Contributors, Nassau County, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Figure 1.

Structural review criteria shall include rotation, breakage, or settlement of components. Deterioration will include visible cracking, corrosion, spalling, or rotting. Displaced rock with exposure of underlying soil shall be considered as revetment deterioration. A rating will be assigned based on the field observations for each individual structure and the criteria established in the Routine Underwater Condition Assessment Ratings (ASCE, 2001; Table 1).

Table 1. ASCE Rating for Structures

Rating		Description
6	Good	No visible damage, or only minor damage is noted. Structural elements may show very minor deterioration, but no overstressing is observed. No repairs are required.
5	Satisfactory	Limited minor to moderate defects or deterioration are observed, but no overstressing is observed. No repairs are required.
4	Fair	All primary structural elements are sound, but minor to moderate defects or deterioration is observed. Localized areas of moderate to advanced deterioration may be present but do not significantly reduce the load-bearing capacity of the structure. Repairs are recommended, but the priority of recommended repairs is low.
3	Poor	Advanced deterioration or overstressing is observed on widespread portions of the structure but does not significantly reduce the load-bearing capacity of the structure. Repairs may be carried out with moderate urgency.
2	Serious	Advanced deterioration, overstressing, or breakage may have significantly affected the load-bearing capacity of primary structural components. Local failures are possible and loading restrictions may be necessary. Repairs may need to be carried out on a high-priority basis with urgency.
1	Critical	Very advanced deterioration, overstressing, or breakage has resulted in localized failure(s) of primary structural components. More widespread failures are possible or likely to occur, and load restrictions should be implemented as necessary. Repairs may need to be carried out on a very high priority basis with strong urgency.

Deliverables for this work will include:

- A report of the condition assessment methods with summary statistics.
- Photographs for each waterfront structure.
- Structure observation reports, locations of outfalls, and potential dewatering areas will be delivered digitally.

1.2.B Surveys

The consultant shall perform hydrographic and topographic surveys which shall include but not be limited to the following requirements:

Field investigations are required to document existing bathymetric conditions along approximately 135,000 square feet of canals within the City of Long Beach (City) and potential obstacles to maintenance dredging of the proposed canals (Figure 1).

The bathymetric survey is to be conducted under the supervision of a New York licensed Professional Land Surveyor (PLS) along the Hagen, Quimet, and Sarazen canals. Bathymetry data will be collected to adequately map each canal to provide sufficient basis for estimating potential dredge material volumes. Elevations at the tops of the bulkheads for the properties identified in Figure 1 shall be measured.

Deliverables for this work will include:

- A signed and sealed survey report of the bathymetric methods with summary statistics. The survey report and XYZ data will be delivered digitally and hard copy. XYZ data are to be in NAVD88 Feet, New York State Plane Coordinate System (NYSPCS) of 1983, Long Island Zone, US Survey Feet. Bench marks shall be established for the entire length of the project, maximum spacing 10ft utilizing Nassau County datum. A written description of each bench mark shall also be provided. Information shall be provided in NAVD format.
- Establish a retrievable centerline of each channel, marked in the field at 25ft intervals.
- Establish existing and proposed grades for:
    a. Bottom of Channel - East
    b. Bottom of Channel - West
    c. Bottom of Channel – Center Line
    d. Approximate property line
    e. Outfalls (including inverts)
    f. Bulkhead

Base map plans shall be prepared at a horizontal scale of 1"= 20' suitable for design purposes. The final plans shall be submitted to the City on a Compact Disc compatible with AutoCad 2018.

1.3.C Sediment Sampling

The consultant shall have sediment sampling performed across the three canals (Figure 2). VibeCore (or similar) borings shall be utilized to sample to at least 4' below the mudline. The water borings will be shall be performed utilizing SDI VibeCore-Mini (or similar) technique and will require placing a motorized drive casing unit on a pontoon boat platform and sampling in approximately 6' of water.

Sediment samples shall be delivered to a sediment sample laboratory for testing. Anticipated contaminant types to be tested are listed in Figure 2. Sampling services and testing fees shall be included in the consultants fee. The Consultant shall submit the sampling results to the City and required regulatory agencies during the permitting portion of this project.

The sediment sampling plan shall specify the number and type of sediment borings/samples, the depth of sediment borings (including the sediments to be removed via dredging, the sediments located between 0 and 0.5 feet below the dredged sediments, and mineral sediments located between 0.5 and 1.0 feet below the dredged sediments), and chemical contaminants that will be assessed by laboratory analysis. The sediment sampling and required laboratory analysis of the sediments will determine if the sediments must be disposed of at a landfill or if upland re-use or disposal of the sediments is desired. After NYSDEC approval of the sediment sampling plan, collection of the sediment samples shall be supervised using a utility boat. Chain of custody documentation will be prepared, and sediment samples will be transported to a New York State Certified Analytical Laboratory.

Table 2. Anticipated Contaminant Testing

Contaminants	USEPA SW-846 Method
Pesticides (Including Mirex)	8081A
Herbicides (Including Silvex)	8151
Total Aroclors of PCB's	8082
Volatile Organics (VOC's)	8260B
Semi-Volatile Organics (SVOC's)	8270C
Metals	6010B
Hexavalent Chromium	7196A
Cyanide	9012A
Dioxin	8280
Sieve Analysis	CI136
Total Organic Carbon (TOC)	9060A

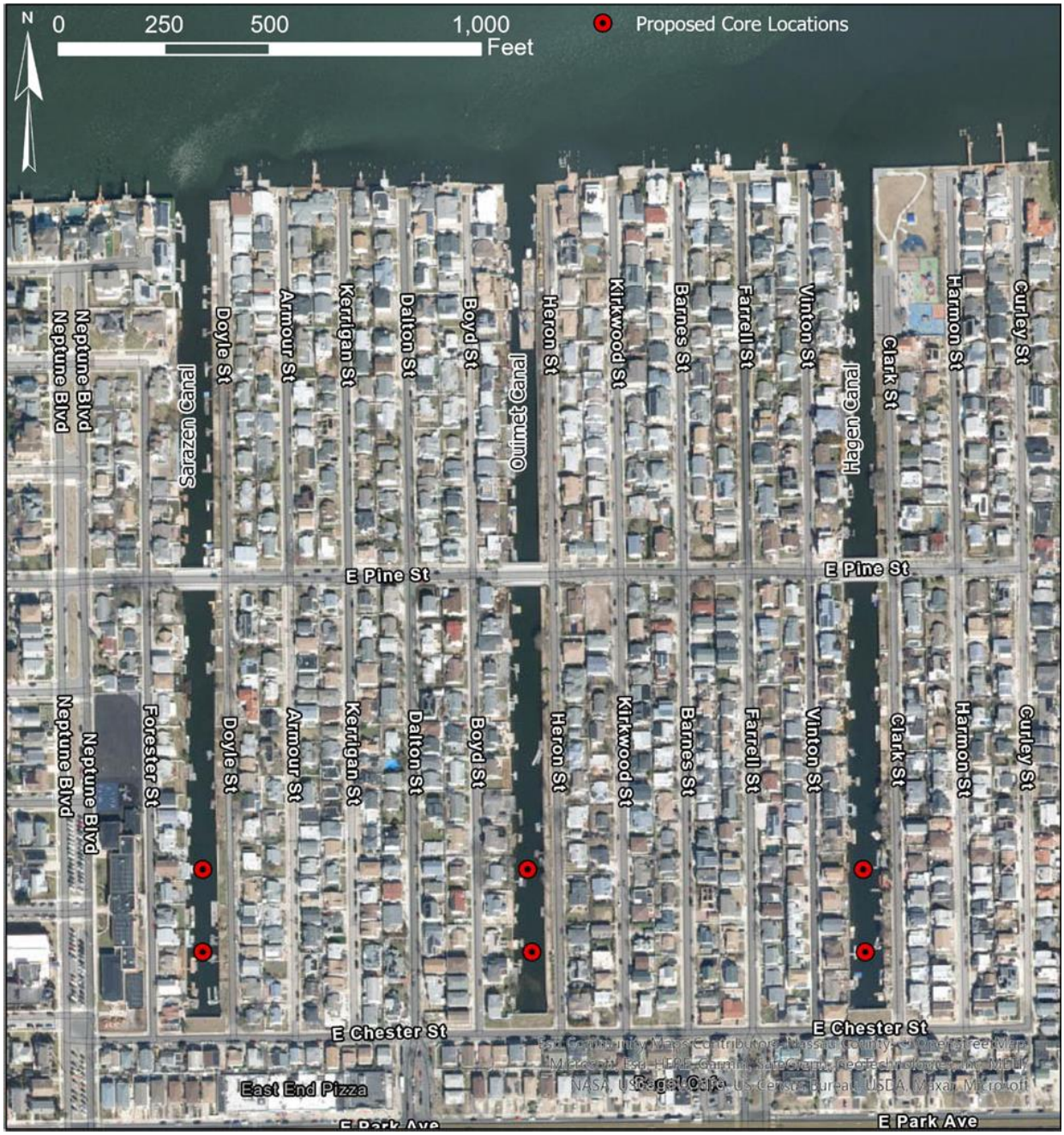

Figure 2. Sediment sampling locations.

Part 2 Design, Permitting, Preparation of Plans, Specifications, and Contract Documents

2.1 Design

Using the base maps developed from *Part 1 Technical Report* the Consultant shall perform all work required to develop a Design as follows:

It is the City's intention to dredge the three canals in accordance with, but not limited to, the description given in Section III Requirements (Overview – Project Description, Location, and Scope of Work) as described herein.

The consultant will also be responsible for the following:

Prepare detailed contract channel plans, including profiles and grading plans.

Contract sheet drawings shall include as a minimum:

- Tile Sheet
- Index and legend
- Typical sections
- Plan and profile
- Maintenance and protection of traffic plan
- Construction sign text data
- Survey baseline ties
- Miscellaneous details

8 ½" x 11" MATERIALS SHALL INCLUDE COPIES OF:

- Contract Documents
- Specific Specifications
- Special Notes
- Item listing
- Price Analyses for items
- Requisite copies of plans and specifications as delineated in this proposal.

The consultant will be responsible to answer all questions, in writing, that pertain to the bid during the bid process as well as prepare addendums (as necessary) in the event of changes to the plans and/or specifications.

2.2 Permitting

The selected consultant will be required to prepare dredging permit application(s) for approval, including, but not limited to, the New York State Department of Environmental Conservation (NYSDEC), U.S. Army Corp. of Engineers (USACOE), New York State Department of State (NYSDOS) and Town of Hempstead (TOH) for the dredging of Sarazan, Ouimet and Hagen Canals. Permit applications for the proposed dredging shall be submitted to the agencies listed below and will include relevant environmental assessments and supporting documentation such as Essential Fish Habitat Assessment, Environmental Assessment Form(s), and analysis of the project in accordance with NYS Coastal Policies.

NYSDEC regulates the handling, transport, and disposal of solid waste and materials through the Division of Materials Management. Approval from the Division of Materials Management is necessary to dispose of the dredged sediments at a Long Island landfill or to re-use the sediments at an upland location. The sediment sampling plan that shall utilize the sampling results obtained within Part 1, will be prepared for approval by the Division of Materials Management and Bureau of Marine Habitat Protection (Tidal Wetlands) before the submission of the dredging plans and the NYSDEC permit application.

The level of effort is as follows:

- Prepare detailed drawings, and permit application(s) for all regulatory agencies i.e., TOH, USACOE, NYSDOS, and NYSDEC
- All plans and detailed drawings shall be provided to the City in a format compatible with AutoCad 2018.
- Specifications shall be provided to the City in a format compatible with Microsoft Word.
- Respond to all comments from regulatory agencies.
- Obtain permit approval(s)
- Site photos as required by the permit application

2.3 Preparation of Plans, Specifications, and Contract Document

The selected consultant will be required to prepare plans, specifications, and contract documents for the dredging of Sarazan, Ouimet and Hagen Canals.

As such, the selected consultant will be required to prepare a contract for public bidding to allow the City to obtain fixed unit prices for bulkhead reconstruction. The bid document will be prepared utilizing the City's standard boilerplate and incorporate the following:

- Prepare plans
- Prepare topographical survey.
- Obtain soil borings in the project area (modify sheet length as necessary)
- Detailed drawings depicting "typical" bulkhead installations i.e., wales, sheets, piles, tie backs, anchoring systems, splicing, cap, outfall, railing, etc.,
- Detailed technical specifications for all components.
- Preparation of construction estimate(s).
- Preparation of Pricing (p-sheets) sheets depicting item #, item description, and estimated quantity.

- Provide detailed drawings and technical specifications for items related to the work i.e., tree planting, sod, sidewalk, etc.
- Provide a Contingency item for unforeseen circumstances.
- 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.

Part 3 – Construction Administration Services

3.1 General

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

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

E. Standard Practices

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

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

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

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

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

F. Consultant Liability

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

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

G. Extra Work

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

H. Ownership of Documents

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

I. Independent Contractor

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

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

J . Additional Conditions

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

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

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

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

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

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

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

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

K. Deliverables

The consultant will be required to provide the City with twenty (20) sets of final plans and specifications. Seventeen will be provided on USB thumb drives. Three hard copies of the final plans and specification will be required. The consultant will be required to provide three (3) draft sets of plans and specifications for review as well.

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 _____

CONTRACT FOR SERVICES

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

W I T N E S S E T H:

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

WHEREAS, the Firm 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 specific work divisions and deliverables related to this project as more particularly described in the "Detailed Scope of Services," - proposal submitted by Firm dated _____, 2024 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 Firm, the Firm 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 $XXXXX 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 Firm 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 Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the City.

(iii) The Firm 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 Firm 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 Firm 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 Firm 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 Firm, 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 Firm 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 Firm's indemnification obligation shall be reduced in proportion to the established comparative liability.

9. Insurance.

The Firm shall not commence work under this contract until he has obtained all insurance required under this paragraph and copies of such insurance have been provided to and approved by the City of Long Beach, New York. Said insurance premiums are to be paid up front and not by installments; the Firm shall not allow any subcontractor to commence work on his subcontract until the subcontractor has obtained the same insurance coverage. The required insurance coverage is as follows:

(1) Workmen's Compensation Insurance - in accordance with the Laws of the State of New York.

(2) Comprehensive General Liability Insurance - to protect the Contractor and any subcontractor performing work in connection with this contract from claims for damages for bodily injury (personal injury, sickness or disease, including death resulting there from, as well as injury claimed to be sustained resulting from false arrest, detention and/or imprisonment, malicious prosecution, liable, slander and/or wrongful entry), as well as from claims for property damage which may arise from operations connected with this contract, by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

(a)	Bodily Injury:	1,000,000 each person; 1,000,000 each occurrence.
(b)	Property Damage	300,000 each occurrence; 1,000,000 Aggregate.

The parties to this agreement specifically and without ambiguity agree that the Firm shall purchase a contract of general liability insurance (amounts of coverage specified elsewhere in this agreement) naming the City of Long Beach as an additional named insured.

In the event that a claim arises against the City as a result of the Firm's services under this agreement, and it shall be found that the Firm's services caused the claimant's damages and it shall be found that the Firm failed to purchase the insurance coverage specified in the contract, the Firm shall be liable to the City for full indemnity for any judgment rendered against the City, including the costs of defense of the claim, but only to the extent that the Firm's services caused the claimant's damages which the City was obligated to pay. Nothing in this paragraph, however, limits or should be construed as limiting the Firm's obligations with respect to its subcontractors, as set forth in Section 8 of this Agreement.

10. Termination

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

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

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

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

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

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

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

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

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

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

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

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

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

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

{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 2024 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 2024 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

ENGINEERING SERVICES
DREDGING OF SARAZEN, OUIMET AND HAGEN CANELS
PREPARATION OF TECHNICAL REPORT, DESIGN, PERMITTING,
AND CONSTRUCTION ADMINISTRATION

FEBRUARY 2024

Scope of Services

Work on this project shall be divided into three (3) parts and categorized as follows:

- Part 1 – Technical Report
- Part 2 – Design and Permitting
- Part 3 – Construction Administration Services

EXHIBIT B

Project Location

N

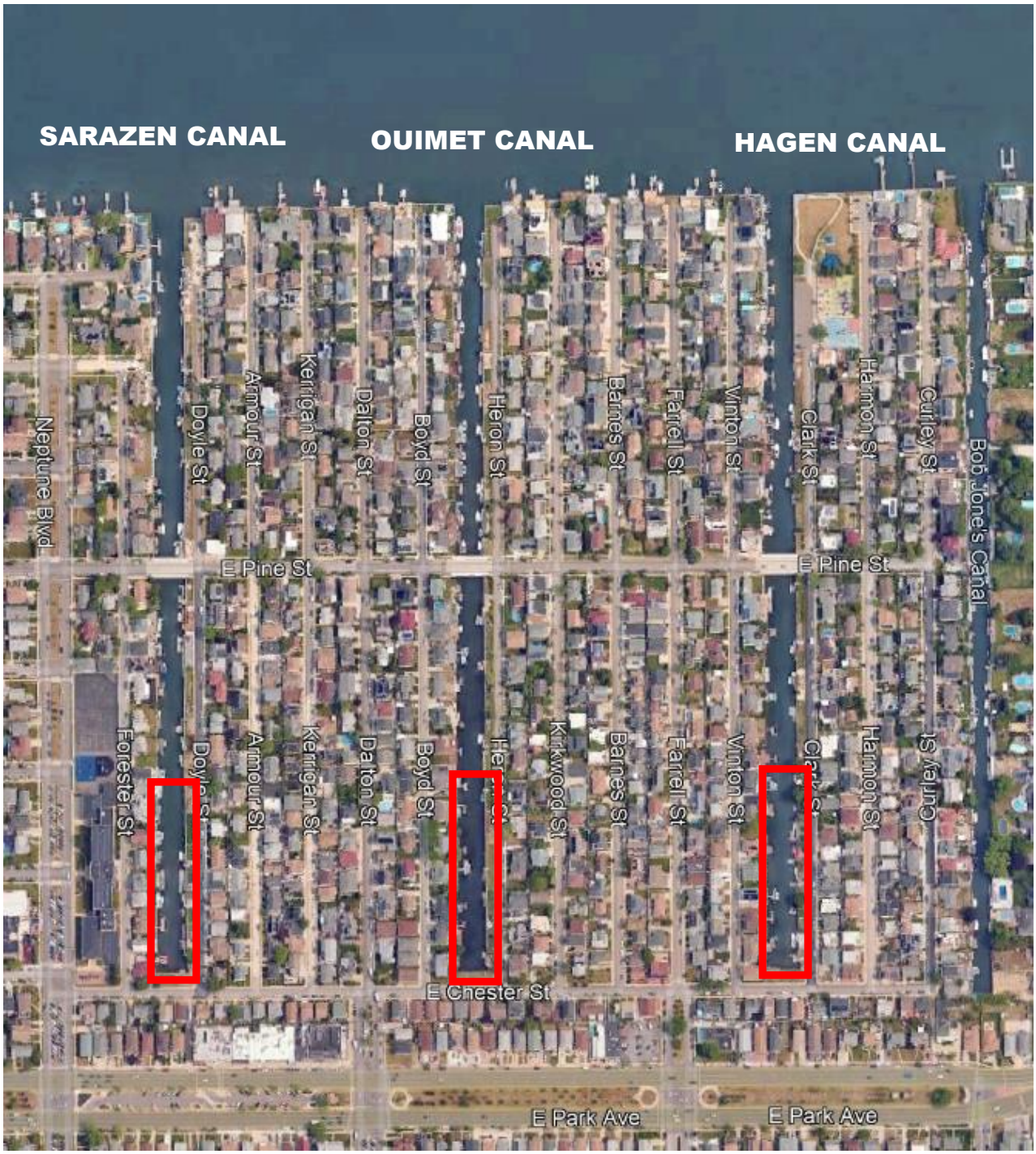

EXHIBIT B

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 Technical Report

Under this task the Consultant shall perform all work required to prepare a technical report which includes; existing conditions assessment of the existing City and privately owned bulkhead located within the project limits, sediment sampling and preparation of hydrographic and topographic surveys.

Part 2 Design and Permitting

Under this task the Consultant shall perform all work required to prepare; profiles, cross sections, and detailed plans, specifications and cost estimate 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 3 Construction Administration Services

Under this task the Consultant shall perform all work described herein necessary for the successful award and completion of this road improvement project. The Contractor shall be paid on a basis of X times the actual salary of the technical personnel engaged in the work.

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.

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

You have selected the For-Profit Non-Construction questionnaire which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or officer must certify the questionnaire and the signature must be notarized.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at ITServiceDesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

REPORTING ENTITY

Each vendor must indicate if the questionnaire is filed on behalf of the entire Legal Business Entity or an Organizational Unit within or operating under the authority of the Legal Business Entity and having the same EIN. Generally, the Organizational Unit option may be appropriate for a vendor that meets the definition of "Reporting Entity" but due to the size and complexity of the Legal Business Entity, is best able to provide the required information for the Organizational Unit, while providing more limited information for other parts of the Legal Business Entity and Associated Entities.

ASSOCIATED ENTITY

An Associated Entity is one that owns or controls the Reporting Entity or any entity owned or controlled by the Reporting Entity. However, the term Associated Entity does **not** include "sibling organizations" (i.e., entities owned or controlled by a parent company that owns or controls the Reporting Entity), unless such sibling entity has a direct relationship with or impact on the Reporting Entity.

STRUCTURE OF THE QUESTIONNAIRE

The questionnaire is organized into eleven sections. Section I is to be completed for the Legal Business Entity. Section II requires the vendor to specify the Reporting Entity for the questionnaire. Section III refers to the individuals of the Reporting Entity, while Sections IV-VIII require information about the Reporting Entity. Section IX pertains to any Associated Entities, with one question about their Officials/Owners. Section X relates to disclosure under the Freedom of Information Law (FOIL). Section XI requires an authorized contact for the questionnaire information.

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

I. LEGAL BUSINESS ENTITY INFORMATION			
Legal Business Entity Name[1]		EIN	
Address of the Principal Place of Business (street, city, state, zip code)		New York State Vendor Identification Number	
		Telephone ext.	Fax
Email	Website		

Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity, or EIN used in the last five (5) years and the status (active or inactive).

Type	Name	EIN	Status

1.0 Legal Business Entity Type – Check appropriate box and provide additional information:

☐ Corporation (including PC)	Date of Incorporation
☐ Limited Liability Company (LLC or PLLC)	Date of Organization
☐ Partnership (including LLP, LP or General)	Date of Registration or Establishment
☐ Sole Proprietor	How many years in business?
☐ Other	Date Established

If Other, explain:

1.1 Was the Legal Business Entity formed or incorporated in New York State?	☐ Yes ☐ No

If 'No,' indicate jurisdiction where Legal Business Entity was formed or incorporated and attach a Certificate of Good Standing from the applicable jurisdiction or provide an explanation if a Certificate of Good Standing is not

☐ United States State _____

☐ Other Country _____

Explain, if not available:

1.2 Is the Legal Business Entity publicly traded?	☐ Yes ☐ No

[1]**All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," which can be found at www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf.**

I. LEGAL BUSINESS ENTITY INFORMATION	
If "Yes," provide CIK Code or Ticker Symbol	
1.3 Does the Legal Business Entity have a DUNS Number?	☐ Yes ☐ No
If "Yes," Enter DUNS Number	
1.4 If the Legal Business Entity's Principal Place of Business is not in New York State, does the Legal Business Entity maintain an office in New York State? (Select "N/A," if Principal Place of Business is in New York State.)	☐ Yes ☐ No ☐ N/A
If "Yes," provide the address and telephone number for one office located in New York State.	
1.5 Is the Legal Business Entity a New York State certified Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), New York State Small Business (SB) or a federally certified Disadvantaged Business Enterprise (DBE)? If "Yes," check all that apply: ☐ New York State certified Minority-Owned Business Enterprise (MBE) ☐ New York State certified Women-Owned Business Enterprise (WBE) ☐ New York State Small Business (SB) ☐ Federally certified Disadvantaged Business Enterprise (DBE)	☐ Yes ☐ No
1.6 Identify Officials and Principal Owners, if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.	

Name	Title	Percentage Ownership (*Enter 0% if not applicable*)

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

II. REPORTING ENTITY INFORMATION	
2.0 The Reporting Entity for this questionnaire is: Note: Select only one. ☐ Legal Business Entity *Note: If selecting this option, "Reporting Entity" refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)* ☐ Organizational Unit within and operating under the authority of the Legal Business Entity SEE DEFINITIONS OF "REPORTING ENTITY" AND "ORGANIZATIONAL UNIT" FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION. *Note: If selecting this option, "Reporting Entity" refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)*	
IDENTIFYING INFORMATION	
a) Reporting Entity Name	
Address of the Primary Place of Business (street, city, state, zip code)	Telephone ext.
b) Describe the relationship of the Reporting Entity to the Legal Business Entity	
c) Attach an organizational chart	
d) Does the Reporting Entity have a DUNS Number?	☐ Yes ☐ No
If "Yes," enter DUNS Number	
e) Identify the designated manager(s) responsible for the business of the Reporting Entity. *For each person, include name and title. Attach additional pages if necessary.*	

Name	Title

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

INSTRUCTIONS FOR SECTIONS III THROUGH VII

For each "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each "Other," provide an explanation which provides the basis for not definitively responding "Yes" or "No." Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

III. LEADERSHIP INTEGRITY ***Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the reporting entity with any government entity been:***	
3.0 Sanctioned relative to any business or professional permit and/or license?	☐ Yes ☐ No ☐ Other
3.1 Suspended, debarred, or disqualified from any government contracting process?	☐ Yes ☐ No ☐ Other
3.2 The subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	☐ Yes ☐ No ☐ Other
3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	☐ Yes ☐ No ☐ Other
For each "Yes" or "Other" explain:	

IV. INTEGRITY – CONTRACT BIDDING ***Within the past five (5) years, has the reporting entity*:**	
4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, debarment for a violation of New York State Workers' Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?	☐ Yes ☐ No
4.1 Been subject to a denial or revocation of a government prequalification?	☐ Yes ☐ No
4.2 Been denied a contract award or had a bid rejected based upon a non-responsibility finding by a government entity?	☐ Yes ☐ No
4.3 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	☐ Yes ☐ No
4.4 Agreed to a voluntary exclusion from bidding/contracting with a government entity?	☐ Yes ☐ No
4.5 Initiated a request to withdraw a bid submitted to a government entity in lieu of responding to an information request or subsequent to a formal request to appear before the government entity?	☐ Yes ☐ No
For each "Yes," explain:	

V. INTEGRITY – CONTRACT AWARD ***Within the past five (5) years, has the reporting entity*:**	
5.0 Been suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?	☐ Yes ☐ No
5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	☐ Yes ☐ No
5.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity?	☐ Yes ☐ No
For each "Yes," explain:	

VI. CERTIFICATIONS/LICENSES ***Within the past five (5) years, has the reporting entity*:**	
6.0 Had a revocation, suspension or disbarment of any business or professional permit and/or license?	☐ Yes ☐ No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	☐ Yes ☐ No
For each "Yes," explain:	

VII. LEGAL PROCEEDINGS ***Within the past five (5) years, has the reporting entity*:**	
7.0 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?	☐ Yes ☐ No
7.1 Been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	☐ Yes ☐ No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	☐ Yes ☐ No
7.3 Had a government entity find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?	☐ Yes ☐ No
7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any government entity involving a violation of federal, state or local environmental laws?	☐ Yes ☐ No
7.5 Other than previously disclosed: a) Been subject to fines or penalties imposed by government entities which in the aggregate total $25,000 or more; or b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	☐ Yes ☐ No
For each "Yes," explain:	

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY	
8.0 Within the past five (5) years, has the Reporting Entity received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.1 Within the past five (5) years, has the Reporting Entity had any liquidated damages assessed over $25,000?	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.2 Within the past five (5) years, have any liens or judgments (not including UCC filings) over $25,000 been filed against the Reporting Entity which remain undischarged?	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.3 In the last seven (7) years, has the Reporting Entity initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	☐ Yes ☐ No
If "Yes," provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
8.4 During the past three (3) years, has the Reporting Entity failed to file or pay any tax returns required by federal, state or local tax laws?	☐ Yes ☐ No
If "Yes," provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the Reporting Entity failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
8.5 During the past three (3) years, has the Reporting Entity failed to file or pay any New York State unemployment insurance returns?	☐ Yes ☐ No
If "Yes," provide the years the Reporting Entity failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.6 During the past three (3) years, has the Reporting Entity had any government audit(s) completed?	☐ Yes ☐ No
a) If "Yes," did any audit of the Reporting Entity identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any material disallowance?	☐ Yes ☐ No
If "Yes" to 8.6 a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

IX. ASSOCIATED ENTITIES

This section pertains to any entity(ies) that either controls or is controlled by the reporting entity.

(See definition of "associated entity" for additional information to complete this section.)

9.0 Does the Reporting Entity have any Associated Entities? Note: All questions in this section must be answered if the Reporting Entity is either: – An Organizational Unit; or – The entire Legal Business Entity which controls, or is controlled by, any other entity(ies). If "No," SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.	☐ Yes ☐ No
9.1 Within the past five (5) years, has any Associated Entity Official or Principal Owner been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), the individual involved, his/her title and role in the Associated Entity, his/her relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
9.2 Does any Associated Entity have any currently undischarged federal, New York State, New York City or New York local government liens or judgments (not including UCC filings) over	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 Within the past five (5) years, has any Associated Entity:	
a) Been disqualified, suspended or debarred from any federal, New York State, New York City or other New York local government contracting process?	☐ Yes ☐ No
b) Been denied a contract award or had a bid rejected based upon a non-responsibility finding by any federal, New York State, New York City, or New York local government	☐ Yes ☐ No
c) Been suspended, cancelled or terminated for cause (including for non-responsibility) on any federal, New York State, New York City or New York local government contract?	☐ Yes ☐ No
d) Been the subject of an investigation, whether open or closed, by any federal, New York State, New York City, or New York local government entity for a civil or criminal violation with a penalty in excess of $500,000?	☐ Yes ☐ No
e) Been the subject of an indictment, grant of immunity, judgment, or conviction (including entering into a plea bargain) for conduct constituting a crime?	☐ Yes ☐ No
f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any federal, New York State, New York City, or New York local	☐ Yes ☐ No
g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	☐ Yes ☐ No
For each "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

X. FREEDOM OF INFORMATION LAW (FOIL)	
10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.	☐ Yes ☐ No
If "Yes," indicate the question number(s) and explain the basis for the claim.	

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE		
Name	Telephone ext.	Fax
Title	Email	

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20___;

_____ Notary Public