



# City of Long Beach

DEPARTMENT OF PUBLIC WORKS  
ONE WEST CHESTER STREET  
LONG BEACH, NEW YORK 11561

Tel: (516) 431- 1011  
Fax: (516) 431- 5008

**John Mirando, P.E.**  
**Commissioner**  
**Department of Public Works**

November 21, 2016

Mr. David Lapping  
Senior Vice President  
NV5 New York  
40 Marcus Drive, Suite 201  
Huntington, New York 11747

**Re: Notice to Proceed-TAP Downtown to the Boardwalk-Resilient Connectivity  
Edwards to the Boardwalk D035091 Pin 0760.97**

Dear Mr. Lapping:

This shall serve as written Notice to Proceed on the above captioned project. The original purchase order will be mailed separately. Enclosed is a fully executed copy of the referenced contract.

If you have any questions and/or require any additional information, please contact this office.

Sincerely yours,

John Mirando, P.E.  
JM/cm

cc: Stephen Normandin, P.E. Managing Director, NV5  
Jack Schnirman, City Manager  
Joseph Febrizio, Dep. Commissioner of Public Works



# City of Long Beach

DEPARTMENT OF PUBLIC WORKS  
ONE WEST CHESTER STREET  
LONG BEACH, NEW YORK 11561

Tel: (516) 431- 1011

Fax: (516) 431- 5008

**Joseph Febrizio**  
**Acting Commissioner**  
**Department of Public Works**

October 20, 2016

Ms. Linda Reardon, P.E.  
Senior Vice President  
RBA Group  
40 Marcus Drive, Suite 201  
Melville, NY 11747

**Re: TAP Downtown to the Boardwalk-Resilient Connectivity**  
**Edwards to the Boardwalk D035091 Pin 0760.97**

Dear Ms. Reardon:

Enclosed are three (3) copies of the City's Professional Services Agreement for your signature. Please return all three with your insurances naming the City as co-insured. Due to the delay in approval from the State, the expiration date of the contract has been revised to October 2018.

Sincerely yours,

  
Joseph Febrizio

JF/cm

cc: Stephen Normandin, P.E., RBA Group  
Jack Schnirman, City Manager  
Christian Badour, NYSDOT



## City of Long Beach

ONE WEST CHESTER STREET  
LONG BEACH, NEW YORK 11561

TEL: (516) 431-1011

FAX: (516) 431-5008

JAMES LACARRUBBA  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

June 9, 2016

Ms. Linda Reardon, P.E.  
Senior Vice President  
RBA Group  
40 Marcus Drive, Suite 201  
Melville, NY 11747

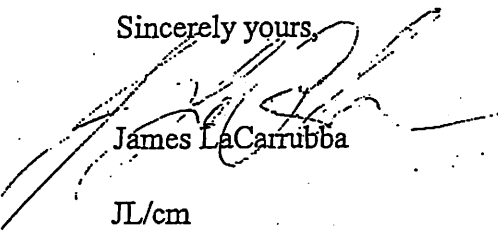
Re: Notice of Award-TAP Downtown to the Boardwalk-Resilient Connectivity-Edwards  
Boardwalk D035091 Pin 0760.97

Dear Ms. Reardon:

You are hereby advised that in accordance with Resolution No. 58/16 adopted by the City Council on June 7, 2016 your Proposal has been accepted by the City. The contract(s) will be forwarded to you separately.

Enclosed is one copy of the resolution or your use.

Sincerely yours,

  
James LaCarrubba

JL/cm

cc: Stephen Normandin, P.E., RBA Group  
Jack Schnirman, City Manager  
Joseph Febrizio, Dep. Commissioner of Public Works  
Christian Badour, NYSDOT

June 7, 2016

Item No. 3  
Resolution No. 58/16

The following Resolution was moved by Ms. Goggin  
and seconded by Mr. Eramo :

Resolution Authorizing the City Manager to Enter into an Agreement for Design Engineering Services for the Downtown to the Boardwalk-Resilient Connectivity Project along Edwards Boardwalk and to Amend the Budget.

WHEREAS, after due advertisement therefore, seven proposals were received in the Office of Public Works on January 14, 2016, for engineering and landscape architecture services to construct pedestrian and bicycle safety improvements and streetscape and green infrastructure enhancements along Edwards Boulevard, to connect the Long Beach Railroad to the Long Beach Boardwalk, as part of our New York State Department of Transportation TAP Award Project; and

WHEREAS, the Project will be divided into three phases: preliminary design, final design, and construction inspection and administration; and

WHEREAS, the seven proposals were scored by the City's Office Public Works and RBA Group, 40 Marcus Drive, Melville, New York 11747, based upon their overall score and their knowledge of Federal and NYSDOT procedures, submitted the best proposal to meet the City's needs, at a cost of \$204,791;

NOW, THEREFORE, be it

RESOLVED, by the City Council of the City of Long Beach, New York that the City Manager be and he hereby is authorized to enter into a contract with RBA Group, 40 Marcus Drive, Melville, New York 11747 for engineering and landscape architecture services for the Downtown to the Boardwalk-Resilient Connectivity Project, at a cost of \$204,791. Funds will be available in Account No. H1015.52258 (Design Various Roadways) after the following budget amendment is approved:

<u>CAPITAL FUND</u>		
Increase Estimated Revenues: H10510		\$150,000.00
H0030.43597 State Aid, Transp Cap Proj	\$150,000.00	
Increase Appropriations: H20960		\$150,000.00
H1015.52258 Design Various Roadways	\$150,000.00	



REQUEST FOR PROPOSALS  
TRANSPORTATION ALTERNATIVES PROGRAM  
CITY OF LONG BEACH  
DOWNTOWN TO THE BOARDWALK – RESILIENT CONNECTIVITY-EDWARDS BLVD.

Agency: City of Long Beach  
Office: Department of Public Works  
Contact: Joseph Febrizio  
Phone: 516-431-1000  
Email: [jfebrizio@longbeachny.gov](mailto:jfebrizio@longbeachny.gov)  
Contract#: D035091  
PIN#: 0760.97

**PROJECT TITLE:** Downtown to the Boardwalk: Resilient Connectivity.

**DESCRIPTION:** Notice is hereby given that the City of Long Beach is seeking to retain an engineering firm to provide preliminary and final design services, construction administration, and construction inspection services for Contract #D035091, a Federally Funded project, located in the City of Long Beach, Nassau County, New York. PIN 0760.97 involves the rehabilitation of Edwards Boulevard between Park Avenue and the Boardwalk. This comprehensive effort will include drainage improvements, rain garden bumpouts, stormwater tree trenches separated by permeable pavers (ADA compliant) within the sidewalk utility strip, stamped crosswalks, bike lanes, bike racks, sitting/shade areas, landscaping, and vegetated medians to support on site retention of stormwater. Removal and replacement of all curbs, sidewalks, and pavement is included as well. As this is a heavily trafficked area, parking and traffic calming shall be a critical component of the design.

#### PRELIMINARY DESIGN

This will include but not be limited to preparation of the Design Approval Document (identifying, assessing, and selecting a feasible design alternative and its associated impacts), topographic and right-of-way survey and mapping, property deed research, evaluation of cost and environmental factors, and preparation for attendance and participation at public informational meetings and/or hearings held by the City. The preparation of a detailed project estimate will be required as part of this component.

## **FINAL DESIGN**

This will include but not be limited to development of detailed plans and specifications for the project. This shall include all necessary drawings to support bidding and construction of the project i.e., existing/proposed conditions, maintenance and protection of traffic, public/ private utilities, street lighting, streetscape design, conflict tables, striping, schedule of landscaping/plan, legend, general notes, detailed drawings, right of way plan and acquisition maps. Final plans, specifications, and estimate will be provided as well.

## **CONSTRUCTION ADMINISTRATION**

This will include but no be limited to 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.
- Attend construction/progress meetings with the City and its contractors, subcontractors, and suppliers relating to this project. The City anticipates once per week for four month construction period. Provide minutes to City staff.
- 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.

## **CONSTRUCTION INSPECTION**

This will include but not be limited to providing on-site construction inspection and oversight to ensure the quality of construction and conformity with the final plans and specifications, and preparation of as-built plans. The Consultant shall provide the City with the costs for full time inspection for the period of nine months (270 days). Details such as estimates of direct technical labor, overhead and profit expenses, multiplier utilized, and rates of key personnel shall be included.

## SCHEDULE

The schedule for the proposed project is as follows:

TASK	START DATE	END DATE	DURATION
Select and Hire Architect/Engineer	12/15	2/15	3 months
Execute Agreement with NYSDOT	3/15	5/15	2 months
Prepare Design Approval Document (Preliminary Design)	6/15	8/15	3 months
Prepare Contract Bid Documents	9/15	12/15	4 months
Bid and Award project	1/16	3/16	3 months
Construct and Inspect Project	4/16	12/16	9 months
Project Closeout	1/17	7/17	7 months

## SELECTION CRITERIA

The City of Long Beach will select the most highly qualified firm according the following criteria, listed in order of decreasing importance:

- Understanding of the work to be done and ability to meet the project schedule 25%
- Experience with similar kinds of projects and/or work 20%
- Quality of staff for work to be done 15%
- Familiarity with Federal and State requirements 15%
- Financial Responsibility 15%
- Logistics and familiarity with the project area 10%

## EXPRESSION OF INTEREST (EOI)

Interested firms should submit six copies of their Expression of Interest (EOI) to the address below no later than close of business (5:00 pm), Thursday, January 14, 2016.

Mr. James LaCarrubba  
Commissioner of Public Works  
City Hall  
Room 404 Department of Public Works  
One West Chester Street  
Long Beach, New York 11561

An EOI consists of the federal General Services Administration (GSA) standard form SF-330 or a similar format providing the kinds of information as requested on the SF-330 or a similar format providing the kinds of information as requested on the SF-330.

The instructions for completing the SF-330 are provided on pages 1-8 of the form. The SF-330 should include recent information dated no more than one year before the submission date. Additional pages may be used to provide information requested in the various sections of the Form. Additional pages shall be limited to no more than 10 pages.

### **SF-330 AND RELATED REQUIREMENTS**

Respondents will be required to provide the information requested in the SF-330 which shall include but not be limited to the following:

#### **Cover Letter**

The Consultant shall submit a letter of interest with an overview of the firm's qualifications. The submittal letter shall be signed by an authorized representative of the firm. A point of contact, phone number and e-mail shall be provided. The respondent should provide the location of the firm as well.

#### **Consultant**

Provide a short description of the firm, ownership, principal staff and qualifications, project manager and team assignments, and name of sub-consultants to be utilized and services to be provided.

#### **Scope of Work/Project Description**

Provide a description of the firm's understanding of the scope of services, proposed project approach, schedule and methodology for managing the scope of outlined herein. Demonstrate the firm's team's qualifications to satisfy all the areas identified in the project. Statements addressing the selection criteria used to evaluate the submission may be included.



## Relevant Experience

Demonstrate knowledge of sustainable practices including but not limited to permeable/porous concrete sidewalk applications, structured soil installations for tree wells, multi-modal transportation bike lanes and other green infrastructure sustainable practices. Provide recent project examples in the past five (5) years that best represent the firm's qualifications and capabilities, including specific experience with TAP and other federal-aided projects. Project examples may include pictures or graphics relevant to the text. Graphics or photos must be printed on the page and may not be otherwise attached. References and contact information shall be provided.

## Resumes of Key Personnel Proposed for the Project

The proposed Project Team should include only those full time employees currently employed as of the date of the EOI. Part-time personnel, personnel not employed as of the date of the EOI or personnel used on an as-needed basis should not be counted here but may be included in subsequent presentations. Specific project experience must also include the date when the experience occurred. Individuals listed who are not currently employed by the responding firm must be identified as such. The starting date of employment must be given for individuals employed less than one year with the firm.

For Construction Inspection Services, the resumes of key personnel must include; current assignments (project, location, duties), estimated completion date of current assignments, client/client contact person, and Professional/Technical Certifications.

## CONDITIONS AND LIMITATIONS

The selection and retention of a consultant will be contingent upon the availability of the proposed key staff, unless substitutes are approved by the City of Long Beach during negotiations. The top ranked firms may be requested to prepare and give oral presentations before the City's selection committee.

The City of Long Beach expects to select a consulting firm from the qualifications submitted, but reserves the right to request substitutions of firms. The City also reserves the right to reject any or all responses, to advertise for new proposals, or to accept any response deemed to be in our best interest. A response to this proposal should not be construed as a contract or an indication of a commitment of any kind on the part of the City, nor does it commit either to pay for costs incurred in the submission of a response to this request or for any cost incurred prior to the execution of a final contract.

Upon selection, a detailed Scope of Services and Professional Service Contract shall be prepared, negotiated and fully executed before work is initiated.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

DBE's are encouraged to submit proposals in response to this solicitation. Other proposers are encouraged to submit DBE sub-consultants where appropriate.

DBE Utilization Level Goal = 30%

## **TITLE VI COMPLIANCE**

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the U.S. Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, as amended, issued pursuant to such Act, the City of Long Beach, hereby notifies all who respond to this solicitation, invitation, request for qualifications or proposal that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and income status in consideration for an award.

## **PROPOSAL DUE**

Interested firms should submit six copies of their Expression of Interest (EOI) to the address below no later than close of business (5:00 pm), Thursday, January 14, 2016.

## **LOCATION OF WORK**

City of Long Beach

## **FOR MORE INFORMATION PLEASE CONTACT**

Mr. Joseph Febrizio  
Deputy Commissioner of Public Works  
City Hall  
Room 404 Department of Public Works  
One West Chester Street  
Long Beach, New York 11561  
516-431-1000 ext. 1011

## 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) **RBA Group**, a engineering firm having its principal office at 40 Marcus Drive, Melville, New York 11747 (Firm or the "Contractor").

### WITNESSETH:

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

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the date on which this Agreement is executed by the City (the "Commencement Date") and terminate on October 2018 (the "Expiration Date") unless sooner completed, terminated or extended in accordance with its terms

2. Services

The selection of your firm was based on an evaluation of the qualifications and other available information on firms which have expressed an interest in performing these services for the City of Long Beach and have submitted The information required by our advertisement.

This assignment is made based upon the availability of the qualified personnel described in your submittal, upon their ability to accomplish this work on a timely basis, and evidence that your firm's accounting system is presently capable of supporting cost reimbursement or other methods of payment which will be negotiated for this assignment and included in the agreement.

This designation is made with the full expectation that the project will advance. However, it should be understood that due to unforeseen circumstances, there is a possibility the contract negotiated for the project may not be executed.

- (a) The services to be provided by Contractor Group under this Agreement, Engineering Services for engineering and landscape services for the Downtown to the Boardwalk-Resilient Connectivity Project.
- (b) The Scope of Work attached hereto and hereby made a part hereof as Exhibit "A".

If Firm is authorized, in writing, by the Department, to provide extra services, and the requirements for such extra services are not due to the fault or negligence of Contractor, the Contractor shall be compensated for the additional costs of the extra services in accordance with the terms and conditions contained herein.

3. Payment.

Amount of Consideration. The amount to be paid to Firm as full consideration for Firm services under this Agreement is \$204,791.00 (two hundred four thousand seven hundred and ninety one dollars) dollars and shall be payable as set forth in the "Payment Schedule" annexed hereto as Exhibit "B".

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the City.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the City.

(iii) The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S.

Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Contractor represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the City upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Contractor shall indemnify and hold the City harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the City harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Contractor hereby assigns, sells, and transfers to the City all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the City under this Agreement.

5. 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).

6. 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.

7. 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.

8. 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.

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the City, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the City.

10. Insurance.

(a) Types and Amounts. The contractor shall obtain and maintain throughout the term of this Agreement, at its own expense (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "City of Long Beach" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the City may from time to time specify.

(b) Acceptability; Deductibles; Sub-consultants. All insurance obtained and maintained by the contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the City and which is (ii) in form and substance acceptable to the City. The contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The contractor shall require any sub-consultant hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the City reserves the right to consider this Agreement terminated as of the date of such failure.

## 11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.


18. 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.

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

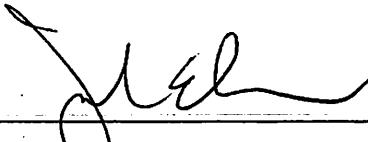
(a) The City shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all City approvals have been obtained, including, if required, approval by the City Council, and (ii) this Agreement has been executed by the City Manager (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: Stephen Norman  
Title: MANAGING DIRECTOR  
Date: 10/31/16

CITY OF LONG BEACH

By:   
Name: Jack Scharman  
Title: City Manager  
Date: 11/16/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

CITY OF LONG BEACH)

On this 31<sup>st</sup> day of October in the year 2016 before me personally came Stephen Normandin 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.

**ALICIA A PETRULIS**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**NO. 01PE6319558**  
**QUALIFIED IN SUFFOLK COUNTY**  
**MY COMMISSION EXPIRES 02-23-2019**

  
NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

CITY OF LONG BEACH)

On the 16<sup>th</sup> day of November in the year 2016 before me personally came Jack Sennarman 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

**ERASMIA AMOROSA**  
**Notary Public, State of New York**  
**No. 01AM6070030**  
**Qualified in Nassau County**  
**Commission Expires Feb. 19, 2018**

**EXHIBIT A**

**Detailed Scope of Services**

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## Attachment A Scope of Services

### Section 1 - General

#### 1.01 Project Description and Location

**PROJECT TITLE:** Downtown to the Boardwalk: Resilient Connectivity – Edwards Blvd  
PIN 0760.97, D035091

**DESCRIPTION:** The City of Long Beach requires the engineering consultant to provide preliminary and final design services, construction administration, and construction inspection services for Contract #D035091, a Federally Funded project, located in the City of Long Beach, Nassau County, New York. PIN 0760.97 involves the rehabilitation of Edwards Boulevard between Park Avenue and the Boardwalk. This comprehensive effort will include drainage improvements, rain garden bulbouts, stormwater tree pits separated by permeable pavers (ADA compliant) within the sidewalk utility strip, stamped crosswalks, bike lanes, bike racks, sitting/shade areas, landscaping, and vegetated medians to support on-site retention of stormwater. Removal and replacement of all curbs, sidewalks, and pavement is included as well. As this is a heavily trafficked area, parking and traffic calming shall be a critical component of the design.

#### Task 1 - PRELIMINARY DESIGN

This will include but not be limited to preparation of the Design Approval Document (identifying, assessing, and selecting a feasible design alternative and its associated impacts), topographic and right-of-way survey and mapping, property deed research, evaluation of cost and environmental factors, and preparation for attendance and participation at public informational meetings and/or hearings held by the City. The preparation of a detailed project estimate will be required as part of this component.

#### Task 2 - FINAL DESIGN

This will include but not be limited to development of detailed plans and specifications for the project. This shall include all necessary drawings to support bidding and construction of the project i.e., existing/proposed conditions, maintenance and protection of traffic, public/private utilities, construction plan and profiles, streetscape and drainage design, conflict tables, striping, schedule of landscaping/plan, legend, general notes, detailed drawings, and right of way plan. Final plans, specifications, and estimate will be provided as well.

#### Task 3 - CONSTRUCTION ADMINISTRATION

This phase will include but not be limited to the following tasks:

- Assist the City in evaluating the past performance of the apparent low bidders and their ability to perform the tasks delineated.

- Attend construction/progress meetings with the City and its contractors, subcontractors, and suppliers relating to this project.
- Respond to questions related to the intent of the design
- Shop drawing review
- Interpretation of design drawings and specifications
- Review Contractor payment requests
- Assisting the City in the preparation of FHWA/NYS DOT required project documentation and closeout.

#### Task 4 - CONSTRUCTION INSPECTION

This will include, but not be limited to, providing on-site construction inspection and oversight to ensure the quality of construction and conformity with the final plans and specifications, and preparation of as-built plans. Full time inspection for the period of six months (360 days) is anticipated. All documentation shall confirm to PFLAFAP manual requirements.

##### 1.02 Project Manager

The Sponsor's Project Manager for this project is Joseph Febrizio, Deputy Commissioner of Public Works, who can be reached at (516) 431-1000 x7232.

All correspondence to the Sponsor should be addressed to:

City of Long Beach Department of Public Works  
City Hall  
1 West Chester Street  
Long Beach, NY 11561

The Project Manager should receive copies of all project correspondence directed other than to the Sponsor.

##### 1.03 Project Classification

This project is assumed to be a Class II action under USDOT Regulations, 23 CFR 771<sup>1</sup>. Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Type II.

##### 1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way

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Section 6	Detailed Design
Section 7	Advertising, Bid Opening and Award
Section 8	Construction Support
Section 9	Construction Inspection
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10.

#### 1.05 Project Familiarization

The **Sponsor** will provide the **Consultant** with the following information:

- Plans for future related transportation improvements or development in the area of the project.
- Accident records and history.
- Citywide Bicycle Route Plan
- Existing roadway and drainage record plans and studies
- Past soil boring records
- Past site plans in the corridor which may show property boundaries
- As built plans for the traffic signals in the corridor (NCDPW)
- List of local civic, business, historic or environmental groups that the City has worked with in this area
- TAP application

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

#### 1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor's Project Manager**. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this contract.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Preview visual aids for public meetings.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

#### 1.07 Cost and Progress Reporting



For the duration of this contract, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the Cost Control Report.<sup>2</sup> The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period.)

#### 1.08 Policy and Procedures

- The design of this project will be progressed in accordance with the current version of the NYS DOT Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual<sup>3</sup> including the latest updates. If there are conflicts between local policies and procedures and those listed in the PLAFAP those listed in the PLAFAP take precedence.

#### 1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYS DOT Standard Specifications for Construction and Materials, including all applicable revisions.

#### 1.10 Subconsultants

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a subconsultant's work with the prime consultant's and other subconsultants' work.

#### 1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the NYS DOT PLAFAP Manual.

### Section 2 - Data Collection and Analysis

#### 2.01 Design Survey

##### A. Field Survey

The **Consultant** will obtain terrain data required for design by means of a ground survey. The **Consultant** will:

- Provide topographic survey for the project. (Width to include east ROW line to west ROW line)
- Provide horizontal and vertical ground control necessary for the field survey.

<sup>2</sup> <https://www.dot.ny.gov/plafap/view-document?id=1598>

<sup>3</sup> <https://www.dot.ny.gov/plafap>

<sup>9</sup> [https://www.dot.ny.gov/portal/pls/portal/MEXIS\\_APP.EI\\_EB\\_DOC\\_DETAILS.show?p\\_arg\\_names=doc\\_i&p\\_arg\\_values=10618](https://www.dot.ny.gov/portal/pls/portal/MEXIS_APP.EI_EB_DOC_DETAILS.show?p_arg_names=doc_i&p_arg_values=10618)

- Provide 1: 40 scale contact prints
- Obtain drainage and sanitary sewer rim and invert elevations
- Pick up all utility marking paint and hardware.
- Survey Limits: Edwards Blvd from gutter line of Park Avenue to the dead end at the Boardwalk just south of Broadway.
- Cross sections: 25-foot intervals and all driveways.

B. Supplemental Survey

The **Consultant** will provide supplemental surveys when needed for design purposes and to keep the survey and mapping current.

C. Standards

Survey will be done in accordance with the standards set forth in the *NYS DOT Land Surveying Standards and Procedures Manual*<sup>4</sup>.

**2.02 Right-of-Way Survey & Analysis**

The **Consultant** will provide the following right-of-way mapping:

- 1:40 scale mapping with highway boundary (City right-of-way) for the entire project length. Right-of-way mapping will be obtained from deeds, property surveys, and filed maps.

**2.03 Determination of Existing Conditions**

The **Consultant** will determine, obtain or provide all information needed to accurately describe in pertinent project documents the existing conditions within and adjacent to the project limits.

**2.04 Accident Data and Analysis**

The **Sponsor** will provide accident records for the last three years for roads within the project limits. The **Consultant** will prepare summary sheets or narrative, noting any clusters of accidents or patterns implying inadequate geometrics, or other safety problems, within the project limits.

**2.05 Traffic Counts**

The **Consultant** will provide general traffic volume overview for existing conditions. No counts will be required.

**2.06 Capacity Analysis**

No capacity analyses will be required.

**2.07 Future Plans for Roadway and Coordination with Other Projects**

The **Sponsor** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project.

The **Sponsor** will provide all necessary information pertaining to the other projects or developments. The **Consultant** will review materials and include documentation in appropriate sections of the Design Report.

<sup>4</sup> <https://www.dot.ny.gov/divisions/engineering/design/design-services/land-survey/repository/LSSPM09.pdf>

**2.08 Soil Investigations**

The **Consultant** will determine the boring locations, diameters, and sampling intervals; designate soil boring numbers; stake out the locations; take the soil borings; document the resulting subsurface information; and survey and map the actual boring locations. *(Optional task – Not included in fee schedule)*

**2.09 Hydraulic Analysis**

No hydraulic analyses are anticipated.

**2.10 Bridges to be rehabilitated**

There are no bridges within the project area.

**2.11 Pavement Evaluation**

A general evaluation of the existing pavement condition will be conducted. Pavement thickness will be obtained from representative pavement cores.

**Section 3 - Preliminary Design**

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**3.01 Design Criteria**

The **Consultant** will identify the applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with the *NYSDOT Project Development Manual*<sup>5</sup>

The **Sponsor** will approve the selected project design criteria and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

Based on the selected design criteria, the **Consultant** will identify all existing non-standard features that are within and immediately adjacent to the project limits. Non-standard features that correlate with a high accident rate will be noted.

**3.02 Development of Alternatives**

**A. Selection of Design Alternative(s)**

The **Consultant** will identify and make rudimentary evaluations of potential design alternative concepts that would meet the **Sponsor's** defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.

For each concept the **Consultant** will prepare rudimentary sketches of plan and typical section views which show:

- On plan: proposed centerlines; pavement edges and existing ROW limits.
- On typical section: sidewalk, lane, median, and shoulder widths; curbs;

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<sup>5</sup> <https://www.dot.ny.gov/divisions/engineering/design/dqab/pdm>

and side slopes.

- **Where necessary:** important existing features.
- **Where pertaining to feasibility:** significant environmental and geometric design constraints, labeled as such.

These sketches will include only the minimum information needed to select design alternatives to be studied in further detail.

The Consultant will meet with the Sponsor to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and problem areas of each. From these concepts the Sponsor will select one, or in some cases more, design alternative(s) for further development.

#### B. Detailed Evaluations of Alternative(s)

The Consultant will further evaluate each design alternative and the null alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of each design alternative, and will include:

- Design geometry, including the identification and comparison of ROW constraints and (where applicable) justification for retaining nonstandard design features, per the *NYSDOT Highway Design Manual*.<sup>6</sup>
- Traffic flow and safety considerations, including signs and signals.
- Conceptual landscaping (performed by a Registered Landscape Architect).
- Accessibility for pedestrians, bicyclists and the disabled.

The Consultant will prepare the following drawings for each design alternative analyzed:

- 1:40 plans showing (as a minimum) stationed centerlines; roadway geometrics; major drainage features; construction limits and existing right-of-way lines.
- Typical sections showing (as a minimum) ROW lines, lane, median, and shoulder widths; curbs; and side slopes.

#### 3.03 Cost Estimates

The Consultant will develop, provide and maintain a cost estimate for each design alternative.

The Consultant will update the estimate periodically and as necessary to incorporate significant design changes.

#### 3.04 Preparation of Draft Design Approval Document

For this project, the Design Approval Document (DAD) will be a Design Report)

The Sponsor will make all determinations not specifically assigned to the Consultant which are needed to prepare the Draft DAD.

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<sup>6</sup> <https://www.dot.ny.gov/divisions/engineering/design/dgab/hdm>

The **Consultant** will prepare a Draft DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the NYSDOT Procedures for Locally Administered Federal Aid Projects.

The **Consultant** will submit 4 copies of the Draft DAD to the **Sponsor** for review. The **Sponsor** will review the Draft DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Draft DAD to incorporate the comments.

### 3.05 Advisory Agency Review

The **Consultant** will provide the **Sponsor** with 1 pdf copy and 4 paper copies of the signed Draft DAD for distribution to advisory agencies.

The **Sponsor** will distribute the Draft DAD to the advisory agencies.

The **Consultant** will assist the **Sponsor** in evaluating and preparing individual responses to the review comments received.

### 3.06 Public Information Meeting(s) and/or Stakeholders Meeting(s)

#### A Public Information Meeting(s)

The **Consultant** will assist the **Sponsor** at a public information meeting with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.

The **Sponsor** will arrange for the location of public information meeting. The **Consultant** will assist the **Sponsor** with appropriate notification.

The **Consultant** will assist the **Sponsor** at one 1) stakeholder meeting with local officials, civic groups, chamber of commerce and citizen groups, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.

### 3.07 Preparation of Final Design Approval Document (DAD)

The **Sponsor** will obtain all necessary approvals and concurrences and will publish all applicable legal notices.

The **Consultant** will prepare the Design Recommendation, and will modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the PLAFAP, and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings and public hearings.

The **Consultant** will submit 4 copies of the Final DAD to the **Sponsor** for review. The **Sponsor** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments.

The **Sponsor** will submit an electronic and 1 paper copy of the Final DAD to NYSDOT for a Final Environmental Determination. NYSDOT will make the determination or obtain FHWA's determination. If necessary, NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.

The **Sponsor** will grant or obtain, from or through NYSDOT, Design Approval.

## Section 4 – Environmental

### 4.01 NEPA Classification

The **Consultant** will verify the anticipated NEPA Classification.

If the project is assumed to be a Class II action, then the **Consultant** will complete the NEPA Checklist, and forward the completed checklist to the **Sponsor** for forwarding to NYSDOT (with the Final DAD) for a final NEPA determination. The NEPA Checklist need not be completed for projects assumed to be Class I or III actions.

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

### 4.02 SEQRA Classification

The **Consultant** will assist the **Sponsor** in complying with SEQRA (6 NYCRR Part 617). The **Sponsor** is the Lead Agency. Consultant tasks include, but are not limited to:

- Drafting Environmental Assessment Form(s).

The **Consultant** will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the Appendix of the DAD.

### 4.03 Smart Growth

The **Consultant** will complete the Smart Growth Checklist developed by NYSDOT to measure whether and to what extent a project conforms to the principles and objectives of Smart Growth and submit same to the **Sponsor** for attestation. (New York State's Smart Growth policy was adopted by amendment to the State Highway Law and is intended to minimize the "unnecessary cost of sprawl development." It requires public infrastructure projects to undergo a consistency evaluation and attestation using established Smart Growth Infrastructure Criteria. The consistency evaluation is measured with the Smart Growth checklist which can be found in the Chapter 7 Appendices on the PLAFAP Manual website.)

### 4.04 Screenings and Preliminary Investigations

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- Coastal Zone Management
- Historic Resources
- Visual Impacts
- Critical Environmental Areas
- Smart Growth
- Environmental Justice

Work will be performed, as summarized in the PLAFAP Manual and detailed in the PDM and the TEM, to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

#### **4.05 Detailed Studies and Analyses**

Based on the work performed in Section 4.04, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Sponsor** must concur with the **Consultant's** determination.

Detailed study or analysis work will be performed and documented as detailed in the PLAFAP Manual, as well as in the PDM and the TEM. Results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

No detailed study or analyses are anticipated.

#### **4.06 Permits and Approvals**

The **Consultant** will obtain all applicable permit(s) and certification(s), which may include but not necessarily limited to:

- Coastal Zone Consistency
- NYSDEC State Pollution Discharge Elimination System (SPDES) Permit

### **Section 5 - Right-of-Way**

No ROW Taking is anticipated.

### **Section 6 - Detailed Design**

#### **6.01 Preliminary Bridge Plans**

No bridge work is anticipated.

#### **6.02 Advance Detail Plans (ADP)**

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be 90% complete.

Advance Detail Plans will be in accordance with Chapter 21 of the NYSDOT Highway Design Manual.<sup>7</sup>

The **Consultant** will prepare and submit 4 copies of the ADP's to the **Sponsor** for review. The **Consultant** will modify the design to reflect the review of the ADP package.

### 6.03 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (i.e., subsurface exploration logs, record as-built plans, etc.).
- Other pertinent information.

The **Consultant** will submit the contract documents to the **Sponsor** for approval. Upon approval, the **Sponsor** will submit 3 copies of the contract bid documents to NYSDOT as described in the *PLAFAP Manual*.

### 6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

### 6.05 Utilities

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Sponsor** in preparing any necessary agreements with utility companies. Any agreements containing reimbursable relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see PLAFAP Manual Appendix 10-8).

### 6.06 Railroads

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<sup>7</sup> [https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm/hdm-repository/Chapt\\_21.pdf](https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm/hdm-repository/Chapt_21.pdf)



No railroads exist within the immediate project limits.

#### **6.07 Bridge Inventory and Load Rating Forms**

No bridges exist within the project area.

#### **6.08 Information Transmittal**

Upon completion of the contract documents, the **Consultant** will transmit to the **Sponsor** all project information, including electronic files. The electronic information will be in the format requested by the **Sponsor**.

### **Section 7 - Advertisement, Bid Opening and Award**

#### **7.01 Advertisement**

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **Sponsor**. The **Consultant** will submit the ad(s) to the **Sponsor** for review and will revise the ad(s) to reflect comments generated by that review. Upon approval by the **Sponsor**, the **Consultant** will place the advertisements.

Advertisements must not be placed until authorization is granted to the **Sponsor** by the NYSDOT.

#### **7.02 Bid Opening (Letting)**

The **Sponsor** will hold the public bid opening.

#### **7.03 Award**

The **Consultant** will analyze the bid results. The analysis will include:

- Verifying the low bidder.
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.).
- Breaking the low bid into fiscal shares, if necessary.
- Determining whether the low bid is unbalanced.
- For pay items bid more than 25% over the Engineer's Estimate:
  - Checking accuracy of quantity calculations.
  - Determining appropriateness of price bid for work in the item.
  - Determining whether the low bidder is qualified to perform the work.

The **Consultant** will assist the **Sponsor** in preparing and compiling the package of information to be transmitted to the NYSDOT.

The **Sponsor** will award the contract and will transmit the award package to the NYSDOT as described in the Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual.

### **Section 8 - Construction Support**

#### **8.01 Construction Support**

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the **Sponsor** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Sponsor** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve shop drawings for construction.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

### **Section 9 - Construction Inspection**

#### **9.01 Equipment**

The **Contractor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract.

The **Consultant** will furnish all other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

#### **9.02 Inspection**

The **Consultant** must provide, to the satisfaction of the **Sponsor**, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

#### **9.03 Municipal Project Manager**

This Project Manager will be the **Municipality's** official representative on the contract and the **Consultant** must report to and be directly responsible to said Project Manager.

**9.04 Ethics**

Prior to the start of work, the Consultant will submit to the Sponsor a statement regarding conflicts of interest.

**9.05 Health and Safety Requirements**

The Consultant must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

**9.06 Staff Qualifications and Training**

The Consultant must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement. The Consultant will recommend inspectors to the Sponsor for approval prior to their assignment to the project. Resumes, proof of required certification and the proposed initial salary shall be furnished. The Sponsor may want to interview before approval, and reserves the right to disapprove any application. The employment of all consultant personnel is conditional, subject to satisfactory performance, as determined by the Sponsor.

For all construction inspection agreements, it is mandatory that all technician personnel be identified by the National Institute for Certification in Engineering Technologies (NICET) certification levels in the staffing tables. In addition, all Transportation Engineering Technicians-Construction assigned to the project at and above level III, Engineering and Senior Engineering Technicians, must be certified by NICET. Transportation Engineering Technicians-Construction below level III assigned to the project must have successfully completed the General Work Element requirements and at least those Special Work Elements which apply to their specific project assignments at the level of their rating.

In lieu of the NICET certification requirements, the Sponsor may accept evidence that the person proposed for employment (1) has satisfactorily performed similar duties as a former NYS Department of Transportation (NYSDOT) employee or (2) has a combination of education and appropriate experience commensurate with the scope of the position in question.

Technicians employed by the consultant that perform field inspection of Portland cement concrete shall possess a current certification from the American Concrete Institute (ACI) as a Concrete field-testing Technician-Grade 1, or have completed all of the following NICET work elements, which are equivalent to the ACI certification:

NICET LEVEL	NICET CODE	NICET WORK ELEMENT
I	82019	Sample Fresh Concrete
I	82020	Slump Test
II	84068	Air Content, Pressure
II	84069	Air Content, Gravimetric
II	84070	Air Content, Volumetric
II	84076	Field Prepared Test Specimens

Inspectors designated as the responsible person in charge of work zone traffic control must have sufficient classroom training, or a combination of classroom training and experience, to develop needed knowledge and skills. Acceptable training should consist of a formal course presented by a recognized training program which includes at least two full days of classroom training. A minimum of two days classroom training is normally required, although one day of classroom training plus responsible experience may be considered. Recognized training providers include American Traffic Safety Services Association (ATSSA), National Safety Council (NSC), Federal Highway Administration's National Highway Institute (FHWA-NHI), and accredited colleges and universities with advanced degree programs in Civil/Transportation/Traffic Engineering. Former DOT employees may be considered on the basis of at least one day of formal classroom training combined with responsible M&PT experience.

Technicians employed by the consultant who perform field inspection of geotechnical construction (earthwork), including, but not limited to embankment construction, subbase placement, structure and culvert backfill placement, and testing of earthwork items for in-place density and/or gradation, shall possess a current certification and/or proof of training from the following organization:

North East Transportation Technician Certification Program (NETTCP) Soils and Aggregate Inspector Certification. An alternative to the certification/training listed above would be proof of previous training (within the past 5 years) of the NYSDOT Earthwork Inspectors School, given by the Department's Geotechnical Engineering Bureau.

## 9.07 Scope of Services/Performance Requirements

### A. Quality

The Consultant will enforce the specifications and identify in a timely manner to the Sponsor local conditions; methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

### B. Record Keeping & Payments to the Contractor

- 1) All records must be kept in accordance with the directions of the Sponsor and must be consistent with the requirements of the NYSDOT Manual of Uniform Recordkeeping (MURK).<sup>8</sup> The Consultant must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.
- 2) Any record plans, engineering data, survey notes or other data provided by the Sponsor should be returned to the Sponsor at the completion of the contract. Original tracings of record plans, maps, engineering data, the

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<sup>8</sup> <https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information>

final estimate and any other engineering data produced by the Consultant will bear the endorsement of the Consultant. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.

- 3) Unless otherwise modified by this agreement, the Sponsor will check, and when acceptable, approve all structural shop drawings.
- 4) The Consultant must submit the final estimate of the contract to the Sponsor within four (4) weeks after the date of acceptance of the contract. All project records must be cataloged, indexed, packaged, and delivered to the Sponsor within five (5) weeks after the date of the acceptance of the contract.

#### Health & Safety/Work Zone Traffic Control

- 1) The Consultant must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per Sponsor policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to ensure they are prepared to recognize and address any contractor oversight or disregard of project safety requirements.
- 2) The Consultant is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

#### Monitoring Equal Opportunity/Labor Requirements

The Consultant must assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract. When monitoring the Contractor's Equal Opportunity and Labor compliance, the Consultant, will utilize the guidance contained in the contract, standard specifications and the Sponsor's policies. The Consultant is also to input required disadvantaged business enterprise (DBE) information into the NYSDOT maintained Equitable Business Opportunities (EBO) database<sup>9</sup>.

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<sup>9</sup> <https://www.dot.ny.gov/dotapp/ebo>

## Section 10 - Estimating and Technical Assumptions

### 10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- Section 1 Estimate 12 meetings during the life of this agreement.  
Estimate 20 cost and progress reporting periods will occur during the life of this agreement.
- Section 2 Assume that GPS methods and equipment will be used to establish local control points.  
Estimate 10 accidents will require analysis.  
  
Estimate 0 capacity analyses will be required.  
  
Estimate 0 soil borings will be taken.
- Section 3 Estimate 2 concepts will be evaluated.  
  
Estimate 2 design alternative(s) will be analyzed in addition to the null alternative.  
  
Estimate 2 cost estimate(s) plus 2 updates will be required.
- Section 4 Estimate 2 permits will be required.
- Section 5 Estimate 0 properties will require title searches.
- Section 6 Detailed Design or Final Design  
  
Final Design will include but not be limited to:
- Development of highway plans.
  - Maintenance and protection of traffic during construction.
  - Preparation and submission of contract bid documents for the project.
- Estimate 1 cost estimate(s) plus 1 updates will be required.  
  
Estimate 2 utility companies and 0 railroad agencies will be affected.
- Section 7 Estimate 20 copies of the final contract bid documents on CD will be needed for prospective bidders.  
  
Estimate advertisements will be placed in 2 publications in addition to the NYS Contract Reporter.
- Section 8 Construction Support will include but not be limited to:

- Providing technical support during construction on questions relating to the design.
- Providing assistance in construction bid proceedings.
- Analysis of bids.
- Review of shop drawings.

Estimate 3 requests that require effort will be made during the construction phase of the project.

Section 9

Construction Inspection will include but not be limited to:

- Providing on-site construction inspection and oversight to ensure the quality of construction and conformity with the final plans and specifications.



**CITY OF LONG BEACH DEPARTMENT OF PUBLIC WORKS**

Downtown to the Boardwalk: Resilient Connectivity – Edwards Blvd

PIN 0760.97, D035091

Final 9/14/2016

**SUMMARY OF COSTS**

**PRELIMINARY DESIGN PHASE**

The RBA Group	\$38,417
Gayron deBruin (DBE)	\$21,000
Out-of-Pocket Expenses	<u>\$0</u>

**PRELIMINARY DESIGN (TOTAL)** **\$59,417**

**FINAL DESIGN PHASE**

The RBA Group	\$57,442
Soil Borings and Permeability Testing (Subcontractor Land, Air, Water Environmental - DBE)	\$0
Out-of-Pocket Expenses	<u>\$0</u>

**FINAL DESIGN (TOTAL)** **\$57,442**

**CONSTRUCTION INSPECTION PHASE**

The RBA Group	\$86,682
CSM Engineering (DBE)	\$0
Asphalt, Compaction, Concrete Testing	\$750
Out-of-Pocket Expenses	<u>\$500</u>

**CONSTRUCTION INSPECTION (TOTAL)** **\$87,932**

**TOTAL ESTIMATED COST** **\$204,791**

10.3% DBE



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**PRELIMINARY DESIGN (1 of 2)**

SCOPE OF WORK TASK NUMBERS	The RBA Group							TOTAL HOURS / LABOR
	QA/QC	Project Manager	Sr. Supv. Engineer	Sr. Land Architect	Sr. Civil Engineer	Jr. Civil Engineer	Jr. Civil Land Arch	
	\$85.00	\$80.00	\$55.00	\$50.00	\$44.50	\$35.00	\$33.00	
<b>Section 1 - General</b>								
1.05 Project Familiarization		2		2	2			6
1.06 Meetings		8		0	12			20
1.07 Cost and Progress Reporting		0						0
<b>Section 2 - Data Collection and Analysis</b>								
2.01 & 2.02 Design Survey & Mapping (See subconsultant fee below) *								0
2.03 Determination of Existing Conditions		4			8	8		20
2.04 Accident Data and Analysis						4		4
2.05 Traffic Counts						4		4
2.07 Future Plans for Roadway and Coordination with Other Projects					2			2
2.08 Soil Investigations (See Final Design Phase)								0
2.11 Pavement Evaluation		0			2			2
<b>Section 3: Preliminary Design</b>								
3.01 Design Criteria		2	2		4			8
3.02 Development of Alternatives		4	2	16	18		12	52
3.03 Cost Estimates		2	2		4	8		16
3.04 Preparation of Draft Design Approval Document	2	6	4	8	60	8		88
3.05 Advisory Agency Review		4	2		8			14
3.06 Public Information Meeting(s) and/or Stakeholders Meeting(s)		6	2		16		16	40
3.07 Preparation of Final Design Approval Document (DAD)	2	4	2		16	4		28
<b>Section 4 - Environmental</b>								
4.01 NEPA Classification					2			2
4.02 SEQRA Classification					2			2
4.03 Smart Growth					2			2
4.04 Screenings and Preliminary Investigations		2			4			6
4.06 Permits and Approvals					2			2
<b>Total Hours</b>	<b>4</b>	<b>44</b>	<b>18</b>	<b>26</b>	<b>164</b>	<b>36</b>	<b>28</b>	<b>316</b>
<b>Total Labor Cost</b>	<b>\$340</b>	<b>\$3,520</b>	<b>\$880</b>	<b>\$1,300</b>	<b>\$7,288</b>	<b>\$1,260</b>	<b>\$924</b>	<b>\$15,522</b>

Labor	\$15,522
Overhead (125%)	19,403
Profit (10%)	\$3,492
Sub Total	\$38,417

Topographic Survey & Mapping (Subconsultant Gayron de Bruin DWBE)	\$21,000
Out-of-pocket Expenses (traffic counts, reproduction, etc)	\$0

**TOTAL (PRELIMINARY DESIGN) \$59,417**

CITY OF LONG BEACH DEPARTMENT OF PUBLIC WORKS  
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FINAL DESIGN (1 of 2)

SCOPE OF WORK TASK NUMBERS	The RBA Group							TOTAL HOURS / LABOR
	QA/QC	Project Manager	Sr. Supv. Engineer	Sr. Land Architect	Sr. Civil Engineer	Jr. Civil Engineer	Jr. Civil Land Arch	
	\$85.00	\$80.00	\$55.00	\$50.00	\$44.50	\$35.00	\$33.00	
<b>Section 1 - General</b>								
1.06 Meetings		8			8			16
1.07 Cost and Progress Reporting		0						0
<b>Section 2 - Data Collection and Analysis</b>								
2.08 Soil Investigations		0			0	0		0
<b>Section 4 - Environmental</b>								
4.06 Permits and Approvals		2			16	20		38
<b>Section 6 - Detailed Design</b>								
6.02 Advance Detail Plans (ADP)		8	4	24	80	72	40	228
6.03 Contract Documents	2	8	4	16	40	72	16	158
6.04 Cost Estimate	2	6	0		8	16	4	36
6.05 Utilities		2			8	16		26
6.08 Information Transmittal						2		2
<b>Section 7 - Advertisement, Bid Opening and Award</b>								
7.01 Advertisement		0			4	4		8
7.02 Bid Opening (Letting)					2			2
7.03 Award		0			16	16		32
<b>Total Hours</b>	4	34	8	40	182	218	60	546
<b>Total Labor Cost</b>	\$340	\$2,720	\$440	\$2,000	\$8,099	\$7,630	\$1,980	\$23,209

Labor	\$23,209
Overhead (125%)	29,011
Profit (10%)	\$5,222
<b>Sub Total</b>	<b>\$57,442</b>

Soil Borings and Permeability Testing (Subcontractor Land, Air, Water Environmental - DBE) \$0  
 Out-of-pocket Expenses (travel, reproduction, bid sets, etc) \$0

**TOTAL (FINAL DESIGN) \$57,442**

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**CONSTRUCTION INSPECTION SERVICES**

SCOPE OF WORK TASK NUMBERS	The RBA Group							TOTAL HOURS / LABOR
	Project Manager	Resident Egr	Office Egr	Inspector	Sr Eng	NICET II / ACI Inspector		
<b>Section 8 - Construction Support (The RBA Group)</b>	\$80.00	\$55.00	\$50.00	\$43.00	\$44.50	\$35.00		
8.01 Construction Support	16		100					116
<b>Total Hours</b>	16	0	100	0	0			116
<b>Total Labor Cost</b>	\$0	\$1,280	\$0	\$5,000	\$0	\$0		\$6,280

Labor \$6,280  
 Overhead (125%) 7,850  
 Profit (10%) \$1,413  
**Sub Total \$15,543**

<b>Section 9 - Construction Inspection (The RBA Group)</b>								
9.02 Inspection				800				800
<b>Total Hours</b>	0	0	0	800				800
<b>Total Labor Cost</b>	\$0	\$0	\$0	\$34,400				\$34,400

\* Assumes 6 month contract duration

Labor \$34,400  
 Overhead (85%) 30,272  
 Profit (10%) \$6,467  
**Sub Total \$71,139**

<b>Section 9 - Construction Inspection (CSM Engineering - DBE)</b>								
9.02 Inspection						0		0
<b>Total Hours</b>	0	0	0	0	0	0		0
<b>Total Labor Cost</b>	\$0	\$0	\$0	\$0	\$0	\$0		\$0

\* Assumes 5 month contract duration

Labor \$0  
 Overhead (52%) 0  
 Profit (12%) \$0  
**Sub Total \$0**

Asphalt, Compaction, Concrete Testing \$750

Out-of-pocket Expenses (travel, reproduction, etc) \$500

**TOTAL (CONSTRUCTION INSPECTION) \$87,932**

## 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 \$204,791.00 (two hundred four thousand seven hundred and ninety one) dollars.

**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.