



**INCORPORATED VILLAGE OF GARDEN CITY
DEPARTMENT OF PUBLIC WORKS
351 STEWART AVENUE
GARDEN CITY, NEW YORK 11530-4528**

October 3, 2023

**Re: Request for Proposal
2024 Curb, Sidewalk and Road Improvement Design
Garden City, New York 11530**

Introduction

The Incorporated Village of Garden City, New York (the "Village"), is currently seeking proposals from qualified individuals and entities authorized to do business in the State of New York to provide professional engineering services to design the resurfacing, handicap ramps, and as required drainage upgrades or relocations for the referenced roads in the RFP. The Vendor shall include inspection of sidewalks on each of the referenced roads using the 2010 ADA Standards for Accessible Design and 2011 Public Right-of-Way Accessibility Guidelines (PROWAG).

The selected consultant shall evaluate the referenced roads for resurfacing limits, drainage improvements/relocations, casting adjustments, and new handicap ramps. The Vendor shall utilize Village AutoCAD record plans and Village technical specifications for the design. The selected consultant shall provide drawings and cost estimate for the 2024 Curb, Sidewalk and Road Improvement Design.

The Village is committed to a policy of equal opportunity and does not discriminate against Vendors on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state and local laws, regulations and ordinances.

Road List

Garden City East

1. Locust Street – Washington Avenue to Clinton Road
2. Garden Street – St. James Street to Grove Street
3. Flower Road – East Drive to Clinton Road

Garden City Central

1. Maria Lane – Old Country Road to Dead End
2. Sandy Court – Old Country Road to Dead End
3. Atlantic Ave – Cathedral Avenue to Barnes Lane
4. 10th Street - Hilton Avenue to Franklin Avenue

Village of Garden City

Garden City Estates

1. Brixton Road – North Avenue to Main Avenue
2. Kilburn Road – North Avenue to Dead End
3. Kensington Road – Main Avenue to Merillon Avenue
4. Kildare Road – Stewart Avenue to Main Avenue

Garden City West

1. Edgemere Road – Stewart Avenue to South Village Line
2. Amherst Road – West Village Line to Plattsdale Road
3. Plattsdale Road – Amherst Road to New Hyde Park Road

Anticipated Proposal Schedule

RFP Issue Date:	October 3, 2023
Proposal Due Date:	October 20, 2023
Oral Presentation (if necessary):	TBD
Award Date:	TBD

*Dates indicated above are subject to change at the sole discretion of the Village.

Scope of Services

The specific responsibilities and obligations of the Vendor (also referred herein as "Consultant", "Firm", "proposing Firm", "Proposer", "Party" or "Respondent") are proposed to include, but not necessarily be limited to, those outlined below.

- **Work Schedule & Updates:**
The Vendor shall:
 1. Meet with Village representatives for a pre-design walkthrough after award.
 2. Provide a project schedule with delivery milestone dates and monthly progress updates.
 3. Communicate regularly with Village representatives for the project.
 4. Meet with Village representatives on-site for progressive design work as required.
- **Design Development:**
 1. Vendor shall utilize Village .dwg AutoCAD Civil 3D record plans to assist with the design.
 2. Prepare 30% and 90% completed drawings and specifications, defining all street layout, construction materials, drainage, striping, components, and details, for the project.
 3. Evaluate existing ponding conditions and survey as required to correct ponding conditions.
 4. Survey to show utility valves, such as gas, water, any boxes for communications, etc.
 5. Locate all existing curb cuts.
 6. Show curb replacement on the drawings.
 7. All curb ramps and crosswalks shall be designed in accordance with the 2011 Proposed Public Rights-of-Way Accessibility Guidelines (PROWAG).
 8. Drainage structures shall be relocated if they are in conflict with new curb ramps.
 9. Drawings shall be prepared and submitted to the Village on 22 x 34 sheets of paper and electronically in .dwg AutoCAD Civil 3D format or approved equal.

10. Vendor shall use Village of Garden City Standard Specifications as per the most current Curb, Sidewalk and Road Improvements contract. Vendor shall prepare or create any specifications as required to fully bid the construction plans.
 11. Prepare a detailed cost estimate for the project, including all associated contingencies and soft costs.
- Sidewalk Evaluations
 1. Sidewalks shall be evaluated for compliance with the 2010 ADA Standards for Accessible Design and 2011 Public Right-of-Way Accessibility Guidelines (PROWAG).
 2. Inspect all sidewalks on each road within the scope of the resurfacing limits.
 3. Inspections shall be recorded on Village Sidewalk Evaluation Survey.
 4. Vendor shall provide Sidewalk Evaluation Survey for each property within the scope of the resurfacing limits.
 5. Both sides of a corner property shall be evaluated.
 6. Summarize all quantities for each property on a Village Excel spreadsheet.
 - Contract Documents:
 1. Prepare final construction drawings and technical specifications for the 2024 Curb, Sidewalk and Road Improvement Design. Drawings shall include all necessary layout information, drainage, cross sections, and all applicable construction details.
 2. Village shall supply sample title sheet to be used.
 3. All plans are to be signed and sealed by a New York State Professional Engineer. Corporate stamps are not acceptable for certification of the contract documents.
 4. It is anticipated that this project will be bid on a unit price basis.
 5. Prepare a final cost estimate. The cost estimate shall be broken down by each road. The cost for homeowner sidewalk replacements shall be separated from the overall cost estimate for the road.
 6. Submit copies of the 100% completed Contract Documents to the Village for review on 22 x 34 sheets paper, attend meetings with Village representatives to review the documents and make any necessary modifications prior to bidding the project.
 7. Submit the AutoCAD Civil 3D .dwg files and all other related files (word, excel, etc.) used in the creation of the drawings and specifications to the Village.
 - Bidding Services:
 1. Provide the Village with Final Drawings and Final Technical Specifications for the Village's use. The Village will provide the boiler plate contract, prevailing wage schedule and will distribute to prospective bidders.
 2. The Vendor shall assist the Village in answering bidders' questions and in the preparation of any necessary addendum(s) to clarify any questions related to the Contract Documents.
 3. If requested, the Vendor shall assist in the evaluation of the bids.

Additional Services - Optional

- Option 1 - Construction Administration:
 1. Attend and preside over a pre-construction meeting.
 2. Coordinate, review, and approve all shop drawing submittals and samples.
 3. Coordinate the selection of all material colors and finishes.
 4. Quantity tracking and tabulation.

5. Provide interpretation of the Contract Documents and respond to Contractors' Requests for Information.
 6. Assist the Village in issuing a punch list of all items that are not satisfactorily completed.
 7. Assist the Village with project close-out, including final inspection and follow-up of the punch list items.
 8. Review and approve all contractor payment applications.
- **Option 2 - Construction Observation:**
 1. Selected consultant shall provide full time construction observation services over the course of the project.
 2. Schedule, prepare agenda and coordinate a preconstruction meeting. Take meeting minutes and distribute to all attendees.
 3. Provide full time construction observation services for the contract over the duration of the project. Track quantities and review the status and quality of work for conformance to the Contract Documents. It is anticipated the construction observation will typically consist of a single inspector. The Village reserves the right to review and approve the resumes of potential inspectors.
 4. Coordinate bi-weekly project meetings and distribute meeting minutes and updated project schedule to all attendees.
 5. Review the status and quality of work for conformance to the Contract Documents.
 6. Coordinate, review, and approve all shop drawing submittals and samples.
 7. Coordinate the selection of all material colors and finishes.
 8. Provide interpretation of the Contract Documents and respond to Contractors' Requests for Information.
 9. Review and make recommendation regarding all Contractors' change proposals.
 10. Issue Notice of Substantial Completion, with a punch list of all items that are not satisfactorily completed.

Mandatory Proposal Requirements

All proposals must state the period for which the proposal shall remain in effect, i.e., how much time does the Village have to accept or reject the proposal under the terms proposed. Such period shall not be less than 180 (one hundred eighty) days from the proposal date.

The proposing Firm, by submitting its proposal, acknowledges that it has reviewed the Request for Proposal (RFP) and has become familiar with the general content of the RFP including the general condition of the properties mentioned in the RFP; shall abide by the terms, as set forth in this RFP; understands the proposed detailed Scope of Services, as described in the RFP; understands all documents included in the RFP and attests to its ability to perform all the work required. The technical proposal, at a minimum, shall include: a description of the unique ability and/or experience of the proposing Firm to provide the services outlined herein.

Substitutions shall be requested by the proposing Firm in writing and shall be subject to approval by the Village. It shall be at the proposing Firm's discretion whether to include within the proposal any additional information regarding the special experience or qualifications of the proposing Firm or its key personnel that would further substantiate the capabilities of the proposing Firm to fulfill the requirements of this RFP.

The Firm shall provide all the necessary services, whether specifically mentioned herein or not, to complete this assignment. The Firm assumes all risks regarding estimating the level of effort and labor hours and expenses required to complete all services to the satisfaction of the Village at the proposed cost.

The Firm shall prepare and attach to this Agreement a Cost Proposal (**APPENDIX A**) for the proposed services as outlined in this Agreement.

The Vendor shall read and agree to Terms and Conditions (**APPENDIX B**) and submit a signed copy with proposal. Upon award, the Vendor MUST provide all referenced insurance documentation with required coverages/limits in place.

Proposal Submission Instructions

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation.

All Proposals must contain the following:

1. Cost Proposal Form, attached as **APPENDIX A** (to be submitted in a separate, sealed envelope).
2. Signed Terms and Conditions, attached as **APPENDIX B**.
3. A brief paragraph describing the proposer's understanding of the scope of work for this RFP.
4. A complete written description of proposer's Proposal.
5. All submissions must be signed by an officer or authorized agent of the proposing party.
6. Additional information that you believe pertinent to the Village's requirements.

All proposals must be submitted to the Village in a sealed opaque envelope no later than 4:00 p.m. EST on **Friday, October 20, 2023**. Proposals shall be submitted electronically via email and hard copy. No telegraphic or facsimile proposals will be accepted. Any late proposals will be returned unopened.

Proposals received after the above date and time will not be considered. The Village is under no obligation to return proposals.

Proposals (technical and cost) shall be submitted to:

**Incorporated Village of Garden City
351 Stewart Avenue
Garden City, New York 11530
Attention: John V. Borroni, P.E., Superintendent of Public Works**

E-mail submissions shall be sent to:

**rsuozi@gardencityny.net
ggiovanniello@gardencityny.net
jborroni@gardencityny.net
atock@gardencityny.net
jtweedy@gardencityny.net**

It is each Proposer's responsibility to carefully review all the requirements of this RFP, including the scope of work, the specifications and terms and conditions. It is further the proposer's responsibility to ask questions, request clarifications or otherwise advise the Village if any language, specifications or requirements of this RFP appear to be ambiguous, contradictory or inadvertently restrict or limit the Vendors that could meet the requirements of this RFP to a single source.

Parties are encouraged to provide as much additional material and detail as possible to completely describe and demonstrate the Proposal.

The Village is under no obligation to respond to any question, inquiry or assertion that is not received in writing. All questions regarding this RFP shall be submitted by e-mail and, if deemed necessary, will be clarified with answers posted on the NYS Contract Reporter Website or by addendum issued to all respondents. No questions will be answered verbally. E-mails shall be sent to the attention of Andrew Tock, EIT, Civil Engineer, at atock@gardencityny.net. Proposers should submit all question(s) prior to close of business no later than two (2) working days (excluding weekends and holidays) before the submission deadline. Violation of these provisions may result in immediate disqualification. The Village may share any questions and responses with all parties known to be in receipt of this RFP.

No contact with any other Village personnel, other than the authorized contact person, is allowed until such time(s) as an award (or awards) has (have) been made.

Evaluation Criteria

Proposal elements, as described above, will be reviewed and evaluated for completeness and responsiveness according to pre-determined standards and selection criteria. Proposals will be deemed responsive only if the Vendor responds to and meets all requirements of this RFP. The Vendors may be invited for interviews to discuss project requirements and proposal elements in more detail.

The Village reserves the right to award all or any part of this project, waive any technical irregularities or omissions, or cancel this RFP and solicit new proposals if, in the Village's sole judgment, the best interests of the Village will be served.

Technical Evaluation Criteria

The RFP will be evaluated using the following criteria for scoring each submission:

1. Experience of the Firm in assignments of similar size, scope and complexity (20% of the technical rating).
2. Experience of key personnel and specialists in assignments of similar size, scope and complexity (20% of the technical rating).
3. Experience of the Firm in design of Roadways (20% of the technical rating).
4. The Firm's proposed understanding and approach of the scope of services. (15% of the technical rating).
5. Firm's previous experience with the Village and other municipal clients (10% of the technical rating).
6. Availability of Firm and specialists to undertake project in a timely manner and meet deadlines (15% of the technical rating).

Overall Evaluation Criteria

The RFP will be evaluated using the following criteria for scoring each submission:

1. Technical Evaluation (85% of the overall rating).
2. Cost of services (15% of the overall rating).

The Village will consider any other relevant factors. The Village reserves the right to award an agreement to a Firm or Firms other than the Firm offering the lowest overall cost. Nothing contained herein shall obligate the Village to make an award on the basis of this solicitation.

John V. Borroni, P.E.
Superintendent of Public Works

RVS:ca

cc: Messrs. Ralph V. Suozzi
Giuseppe Giovanniello
Andrew Tock, EIT
James Tweedy

APPENDIX A

COST PROPOSAL

(To be submitted in a separately sealed envelope)

The fee proposal shall include all the services required in the Request for Proposal for the services outlined herein. Estimated completion time must be included with cost proposal.

The Village will evaluate the fee proposal of the Firm who is technically rated first, with a goal to negotiate an Agreement that represents the best value to the Village for these defined services.

Proposer: _____
Title: _____

Proposed Services

Total

Design Development / Sidewalk Evaluations/ Construction Documents: Provide design development, sidewalk evaluations, and construction documents needed to bid, construct, and execute the selected improvement for the identified roadways including all services as outlined in the RFP.	\$
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Total: _____

Estimated Completion Time

Number of Days : _____

Additional Services – Optional

<u>Option 1 - Construction Administration:</u> Provide Construction Administration as described in the RFP documents	\$
<u>Option 2 - Construction Observation</u> Provide Construction Observation services as described in the RFP documents	\$

The undersigned hereby certifies his or her compliance with the following:

“NON-COLLUSIVE PROPOSAL CERTIFICATION”

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, under penalty of perjury, that to the best of his or her knowledge and belief:

- A. The prices of 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; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

APPENDIX A (“COST PROPOSAL”) should be filled out and submitted in a separate sealed envelope, apart from the Firm’s technical response. Both the technical response and cost proposal should be returned as described in the RFP.

NAME OF FIRM: _____

SUBMITTED BY: _____

SIGNATURE: _____ **DATE:** _____

APPENDIX B

**TERMS AND CONDITIONS
BETWEEN OWNER AND VENDOR
FOR PROFESSIONAL SERVICES
RELATED TO THE**

2024 CURB, SIDEWALK AND ROAD IMPROVEMENT DESIGN

These are the terms and conditions between The Village of Garden City (“Owner”) and _____ (“Vendor”). Owner's Project, of which the Vendor's services under this Agreement are a part, is generally identified as 2024 Curb, Sidewalk and Road Improvement Design. The Vendor's services under this Agreement (Services) are generally identified as to provide professional engineering services related to 2024 Curb, Sidewalk and Road Improvement Design.

Owner and the Vendor further agree as follows:

1.01 Services of the Vendor

A. The Vendor shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by the Vendor. The scope of work is for the Vendor to provide analysis and deliverables, outlined in the RFP, required for the 2024 Curb, Sidewalk and Road Improvement Design.

2.01 Owner's Responsibilities

A. Owner shall provide the Vendor with existing Project-related information and data in Owner's possession and needed by the Vendor for performance of the Vendor's Services. Owner will advise the Vendor of Project-related information and data known to Owner in the Owner's possession.

3.01 Schedule for Rendering Services

A. The Vendor shall complete its Services within a reasonable period of time.

B. Project Delays: The Vendor expressly acknowledges that delays in completion of the Project may result in damages to the Village. In the event the Project is delayed because of a design or engineering error caused by the Vendor, or any officer, agent or employee thereof, the Owner may charge the Vendor the actual cost of the delay damages until (1) the Project is back on schedule; or (2) a revised schedule is set for completion of the Project. The Vendor shall pay the Owner for such charges.

C. If Owner authorizes changes in scope, extent, or character of the Project or the Vendor's services, then the time for completion of the Vendor's services, will be adjusted equitably.

D. If the Vendor fails, for reasons within control of the Vendor, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, to the recovery of damages to the extent, if any, resulting from such failure by the Vendor.

4.01 Invoices and Payments

A. Invoices: The Vendor shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner. Invoices will be due and payable within 30 days of receipt. The Vendor shall be compensated on a monthly basis, by no later than the 20th of each month, for all services performed or completed during the preceding month. At the end of each month, the Vendor shall submit a written invoice to the Village detailing all services performed or completed during the preceding month, providing a breakdown of the specific tasks performed, the time allocated to each task and the charges and/or fees associated therewith.

B. Payment: As compensation for the Vendor providing or furnishing Services, Owner shall pay the Vendor as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise the Vendor in writing of the specific basis for doing so.

C. Basis of Payment

1. Lump Sum. Owner shall pay the Vendor for Services as follows:

- a. Lump Sum: In exchange for acceptable performance of the Services, the Village shall pay the Vendor up to the total compensation stated in the Proposal, or in the authorized portion(s) thereof.
- b. In addition to the Lump Sum amount, reimbursement of the following expenses: None.

5.01 Termination

A. Termination for Cause

1. The Owner may terminate the Agreement without cause at any time and for any reason upon written notice to the Vendor.

6.01 General Considerations

A. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of the Vendor's services. The Vendor shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

B. The Vendor's opinions of probable construction cost (if any) are to be made on the basis of the Vendor's experience, qualifications, and general familiarity with the construction industry.

C. The Vendor shall be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the Vendor.

D. Ownership of Deliverables, Intellectual Property. Any and all plans, maps, surveys, specifications, work product or other deliverables prepared for the Owner by the Vendor shall be the property of the Owner upon payment in full for all services rendered by the Vendor as of the date of delivery. Any modifications to such items, or use of such items for a purpose other than that for which they were specifically created, by anyone other than the Vendor are performed at the Owner's risk. To the extent the Vendor may claim intellectual property rights with respect to all or any portion of the work products or deliverables prepared for the Owner, the Vendor hereby grants the Owner a non-revocable license to possess and use such property for the Owner's purposes. All documents prepared or furnished by the Vendor are instruments of service, and the Vendor retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. The Vendor grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by the Vendor of full payment due and owing for all Services relating to preparation of the deliverable documents, and subject to the following limitations:

E. Owner and the Vendor agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

F. This Agreement is to be governed by the laws of New York State.

7.01 Definitions

A. Constructor—Any person or entity (not including the Vendor, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and the Vendor are hereby bound and the successors, executors, administrators, and legal representatives of Owner and the Vendor (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and the Vendor) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

2. The Agreement is binding upon any permitted successors, assigns and heirs; provided, however, that neither party shall directly or indirectly transfer or assign any of its rights and/or responsibilities hereunder in whole or in part without the written consent of the other party hereto, which may be

withheld in its sole discretion, and any such transfer or assignment without said consent shall be void and unenforceable.

9.01 Dispute Resolution

A. Owner and the Vendor shall resolve all disputes in the following manner:

1. Owner and the Vendor agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice.
2. If the parties fail to resolve a Dispute through negotiations under Paragraph 9.01.A.1, then the parties may exercise their rights at law. Any legal action may only be brought in a court of competent jurisdiction in Nassau County, New York.

10.01 Indemnification

A. Indemnification by the Vendor: To the fullest extent permitted by Laws and Regulations, the Vendor shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project.

11.01 Insurance

A. The Vendor shall purchase and maintain the following insurance policies, with at least the following policy limits, which policies shall be maintained in full force and effect for the duration of the Contract:

- | | | |
|----|--|--------------------------|
| 1. | Commercial General Liability Coverage: | |
| | a. Per Occurrence: | \$1,000,000 |
| | b. Aggregate: | \$2,000,000 |
| 2. | Workers Compensation Coverage: | Statutory |
| | a. Employer's Liability | \$1,000,000 |
| 3. | NYS Disability Coverage: | Statutory |
| 4. | Professional Liability Insurance: | \$5,000,000/wrongful act |
| | | \$5,000,000/aggregate |
| 5. | Umbrella/Excess Liability: | \$5,000,000occurrencee |
| | | \$5,000,000/aggregate |

B. All policies above shall be written by a carrier admitted to do business in the State of New York and with an AM Best Rating of A-VII or better. "The Incorporated Village of Garden City" shall be named as an Additional Insured on all policies except the Vendor's Professional Liability Insurance. Additionally, all policies, except the Vendor's Professional Liability Coverage, shall be written on an Occurrence-based form. The Village, as Additional Insured, shall be entitled to 30 days written notice of cancellation or renewal of any policy. All policies shall be written on a primary, non-contributory basis. The Vendor shall provide the Village with certificates of insurance and copies of all policies upon demand. If the Vendor retains or hires any subcontractors in the course of its performance under the Contract, the requirements of this paragraph shall be binding and transferrable to each subcontractor so retained or hired, unless the Village authorizes an exception prior to said subcontractor performing work for the Village.

12.01 Confidentiality

A. The Vendor acknowledges that, in the course of performing services under this Contract, it (or its officers or employees) may come into possession of “confidential information” (i.e. information in whatever form that is not obliged by applicable law and/or regulation to be made available to the public by the Village; or if obliged to be made available to the public by the Village, available through specific processes of law and/or regulation). The Vendor agrees not to disclose any such confidential information to any person at any time following the expiration or termination of this Contract until/unless such information ceases to be confidential, and is available to the public under applicable process of law. The Vendor acknowledges that the foregoing obligations are in addition to (and not in limitation of) any obligations under law to maintain the confidentiality of governmental information, the Vendor further acknowledges that it may be liable for actual, direct damages suffered by the Village as a result of any unauthorized disclosure by it or any officer or employee thereof.

13.01 Independent Contractor

A. The Vendor hereby acknowledges and agrees that its performance pursuant to the Contract shall be that of an independent contractor. The Vendor shall not represent itself as a Village employee to any third party, nor shall the Vendor make any claim of any sort to the Village, or to any other person or entity, for benefits or privileges granted to the Village’s employees, including but not limited to Unemployment and Workers Compensation benefits. The Vendor further acknowledges and agrees that the Village shall not take and deduct or withhold from the Vendor’s compensation for the purpose of paying any federal or state taxes or other assessments, costs, expenses or obligations which the Vendor, or its officers, agents or employees, may incur as a result of receiving compensation pursuant to this agreement.

14.01 Miscellaneous

A. Notices: Any notice, request or other communication hereunder shall be given in writing and shall be served either (i) personally, (ii) by reputable overnight delivery service or (iii) delivered by certified mail, postage prepaid, certified return receipt and addressed to the following addresses:

- a. If to the Village of Garden City:
351 Stewart Avenue
Garden City, NY 11530
Attn.: Superintendent of Public Works

With a copy to:
GERARD FISHBERG
Cullen & Dykman, LLP
100 Quentin Roosevelt Boulevard
Garden City, New York 11530

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and the Vendor.

D. No Waiver: Modification and Waiver: The Agreement may be modified only by written agreement signed by both parties. The failure by one party to insist upon strict compliance with the terms and conditions of the Agreement in one instance shall not be deemed a waiver of that party's right to insist upon performance at any point in the future.

15.01 Total Agreement

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and the Vendor and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

WHEREFORE, the parties have signed this Agreement as of the _____ day of _____, 2023.

**INCORPORATED VILLAGE OF
GARDEN CITY**

By: _____

Name:

Title:

Date:

VENDOR

By: _____

Name:

Title:

Date: