



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

April 7, 2022

**Re: Request for Proposal
Engineering and Construction Inspection Services
Water Main Replacement - Clinton Road and Stewart Avenue**

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 engineering and inspection professional services to prepare drawings and specifications for the replacement of the existing water main(s) on a) Clinton Road, from Commercial Ave north to Osborne Road, and b) Stewart Avenue, from Clinton Road east to the Village line, interconnecting with the Town of Hempstead Water Supply System.

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.

Anticipated Proposal Schedule

RFP Issue Date:	April 7, 2022
Proposal Due Date:	April 21, 2022
Award Date:	TBD

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

Scope of Services

The work includes:

General Project Scope:

- Replacement of approximately 1,200 feet of existing 4-inch and 10-inch unlined cast iron main with new 12-inch C.L.D.I. water main along Clinton Road, from Commercial Avenue north to Osborne Road.

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- Replacement of approximately 2,100 feet of existing 6-inch unlined cast iron main with new 12-inch C.L.D.I. water main along the northerly side of Stewart Avenue, from Clinton Road east to the Village line, interconnecting with the neighboring Town of Hempstead Water Supply System.
- In-place abandonment of the existing water main. The abandoned main is to be capped and existing valve boxes removed.
- Connection of the new water mains to existing mains at all intersections.
- Removal and replacement of existing hydrants, and appropriate placement of new valves.
- Some existing valves, specifically at the intersection of Clinton Road and Stewart Avenue and on Stewart Avenue, east of Clinton Road, are broken and inoperable. Replacement of these valves are necessary and additional valves at the intersections are requested to adequately control the water during future water main shutdowns.
- Emergency line stops and wet cuts should be included in the specifications due to potential existing water main shutdown difficulties.
- Re-connection of existing water services. Evaluation of existing water service material and condition and the presence of lead water services and their removal.

Proposal should include a preliminary cost opinion.

Engineering services should include:

Topographic Survey and Utility Investigation

- Obtain and review as-built drawings for other facilities, including but not limited to gas, electric, telephone, drainage, and sanitary sewer.
- Conduct field investigation and topographic survey to verify and locate marked utilities and features, including verification of drain and sanitary sewers for establishment on the base map.
- Survey to include other features for the planimetric base map work on Clinton Road and Stewart Avenue, including visible features such as pavement markings, driveways, overhead utilities, utility poles, traffic signal loops, signs, curbs, curb cuts, sidewalks, and inverts on sanitary sewer and storm drains.
- Limits of the survey to include back of walk to back of walk along Clinton Road, and along the northerly side of Stewart Avenue. Include street elevations along the route.

Design and Regulatory Submission

- Coordinate with Village and Nassau County Department of Public Works regarding working hours and restoration requirements.
- Coordinate preliminary design meetings with Village to choose most beneficial location of new main and review final documents with Village personnel prior to bidding. Prepare contract documents (plans and specifications) for the purpose of publicly bidding single prime water main contract. Specifications and details will be provided by the Village. It is the intent that the plans will reflect the specifications and details provided. Any attention to special details needed outside the standard details must be provided by the designer. The last sheet of the construction plans shall be the Engineer's estimate. This sheet shall not be numbered or listed on the title sheet. Pavement restoration shall meet all Village Standard Specifications for road construction unless construction is being performed in a Nassau County Right of Way in which restoration shall be in accordance Nassau County Specifications. Plans shall be signed and stamped by a NY Registered Professional Engineer. Where required, the plans shall include the design of new compliant ADA curb ramps as per the PROWAG Guidelines.
- Submit documents to the Nassau County Department of Health for approval of public water supply improvements.
- Coordinate permitting requirements and specifications for working in the LIRR Right of Way and Nassau County Right of Way.
- Incorporate Lead service line replacement requirements as per 1991 Lead and Copper Rule with revisions, EPA-40 CFR § 141.84, and other regulatory agency requirements as necessary.
- Prepare Record Drawings/As Built Plans for Village files.

Bidding Services

- Respond to RFI in response to contractor inquiries during the pre-bidding period that Village cannot respond too.

Add Alternate –Construction Inspection Services

- Observe construction on a full-time basis for conformance with plans and specifications.
- Inspect to ensure that the trenches are backfilled pursuant to ASTM standards.
- Inspect to ensure that any roadway and/or sidewalk repair or restoration is performed to Nassau County specifications.
- Field coordination with contractors, Village and Nassau County Department of Public Works during construction.
- Conduct progress meetings with contractor and Village as required to complete installation.
- Prepare daily inspection reports. Record daily activities and weather conditions. Measure daily quantities and manpower. Submit reports to the Village on a weekly basis.
- Prepare punch list items following construction.

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 one hundred eighty (180) 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, 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, 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 Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Village one month prior to the effective date of such increase or change and with written approval of the Village. There shall be no premium pay for overtime work, over and above the straight hourly rate performed, for any services rendered under this Agreement. Any overtime work must have written approval from the Village prior to being worked. Any overtime that is worked without the Village's written consent will not be paid by the Village. In computing the cost to the Village for overtime work performed, the overtime period shall be paid at the multiplier of 1.5 times the straight hourly rate.

The Proposers will be required to pay its employees a "living wage" in compliance with Nassau County Local Law No. 1-2006 (the "Living Wage Law"), if applicable, and also to pay the prevailing wage rate as published by the New York State Department of Labor, if applicable, and comply with all applicable New York State Labor Law.

The contract shall provide that, in the event of any material misrepresentation by the Proposer contained in its proposal, the Village shall have the right to immediately terminate the agreement. It shall also provide that, in the event the Proposer or any of its principals are convicted of a felony during the term of the agreement, the Village shall also have the right to terminate the agreement.

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. A brief paragraph describing the proposer's understanding of the scope of work for this RFP.
3. A complete written description of Proposer's Proposal.
4. All submissions must be signed by an officer or authorized agent of the proposing party.
5. 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 Thursday, April 21, 2022. 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, NY 11530
Attention: Ralph V. Suozzi, Village Administrator**

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 to 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 by addendum issued to all respondents. No questions will be answered verbally. E-mails shall be sent to the attention of Craig Bandini, Village Engineer at cbandini@gardencityny.net. Proposers should submit question(s) prior to close of business on Tuesday, April 19, 2022. Violation of these provisions may result in immediate disqualification.

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

Proposal 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 of the requirements of this RFP. 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, to waive any technical irregularities or omissions, or to cancel this RFP and solicit new proposals if, in the Village's sole judgment, the best interests of the Village will be served.

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).

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2. Experience of key personnel and specialists in assignments of similar size, scope and complexity (35% of the technical rating).
Special emphasis will be given to personnel with knowledge and experience in water distribution and water main construction.
3. The Firm's proposed understanding of the scope of services. (25% of the technical rating).
4. Firm's previous experience with the Village and other municipal clients (10% of the technical rating).
5. Availability of Firm and specialists on short notice for assignments (10% of the technical 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 award an agreement on the basis of this solicitation.

Ralph V. Suozzi
Village Administrator

RVS:ca

cc: Messrs. Craig T. Bandini, P.E.
 Giuseppe Giovanniello
 John V. Borroni, P.E.

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: _____

<u>Proposed Services</u>	<u>Total</u>
Furnish and install construction plans and specifications for the Water Main Replacement on Clinton Road and Stewart Avenue.	\$ _____
Add Alternate – Provide construction inspection services.	\$ _____

Total: _____

Estimated Completion Time _____ Number of Days: _____

* Key areas of interest with known drainage concerns and flooding identified by the Village shall be evaluated with priority.

** Public Bidding and related documents will be handled by the Village.

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:

“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:

**TERMS AND CONDITIONS
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

RELATED TO _____

These are the terms and conditions between The Village of Garden City ("Owner") and _____ ("Engineer"). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as the _____. Engineer's services under this Agreement (Services) are generally identified as to provide structural design including, but not limited to, retrofit, new addition and/or upgrades to an existing building system.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer. The scope of work of this project includes creating alteration plans that will be provided to the Village and design a complete set of structural plans for construction purposes. Additionally, the vendor's responsibilities will include, but not limited to, planning research, site analysis, additional services/feasibility review, and structural engineering design services.

2.01 Owner's Responsibilities

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

3.01 Schedule for Rendering Services

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

B. Project Delays: Engineer 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 Engineer, or any officer, agent or employee thereof, the Owner may charge the Engineer 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 Engineer shall pay the Owner for such charges.

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

D. If Engineer fails, for reasons within control of Engineer, 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 Engineer.

4.01 Invoices and Payments

A. Invoices: Engineer 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. Engineer 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 Engineer 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.

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B. Payment: As compensation for Engineer providing or furnishing Services, Owner shall pay Engineer 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 Engineer in writing of the specific basis for doing so.

C. Basis of Payment

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

a. Lump Sum: In exchange for acceptable performance of the Services, the Village shall pay Engineer 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 Engineer.

6.01 General Considerations

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

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

C. Engineer 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 Engineer.

D. Ownership of Deliverables, Intellectual Property. Any and all plans, maps, surveys, specifications, work product or other deliverables prepared for the Owner by Engineer shall be the property of the Owner upon payment in full for all services rendered by Engineer 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 Engineer are performed at the Owner's risk. To the extent Engineer may claim intellectual property rights with respect to all or any portion of the work products or deliverables prepared for the Owner, Engineer 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 Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer 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 Engineer 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 Engineer 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 Engineer, 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

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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 Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) 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 Engineer shall resolve all disputes in the following manner:

1. Owner and Engineer 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.

10.01 Indemnification

A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer 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. Engineer 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:
 - a. Employer's Liability Statutory \$1,000,000
3. NYS Disability Coverage: Statutory
4. Professional Liability Insurance: \$5,000,000/wrongful act
\$5,000,000/aggregate
5. Automobile: \$ 1,000,000 Combined Single Limit
6. Umbrella/Excess Liability: \$10,000,000/occurrence
\$10,000,000/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 Engineer's Professional Liability Insurance. Additionally, all policies, except Engineer'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. Engineer shall provide the Village with certificates of insurance and copies of all policies upon demand. If Engineer 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. Engineer 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). Engineer 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. Engineer 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, Engineer 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. Engineer hereby acknowledges and agrees that its performance pursuant to the Contract shall be that of an independent contractor. Engineer shall not represent itself as a Village employee to any third party, nor shall Engineer 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. Engineer further acknowledges and agrees that the Village shall not take and deduct or withhold from Engineer's compensation for the purpose of paying any federal or state taxes or other assessments, costs, expenses or obligations which Engineer, 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.: Village Administrator

With a copy to:

Peter A. Bee
Bee Ready Fishbein Hatter & Donovan, LLP
170 Old Country Road, Suite 200
Mineola, NY 11501

- 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 Engineer.
- 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 Engineer 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 Contract as of the _____ day of _____, 2022.

**INCORPORATED VILLAGE OF
GARDEN CITY**

By: _____
Name:
Title:
Date:

VENDOR

By: _____
Name:
Title:
Date: