



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

November 28, 2023

**Re: Request for Proposal
Civil Engineering Design Development, Construction Management
and Inspection Services for a New Sewer Lift Station at the Cedar Valley Sewer Plant
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 create a full set of construction plans and specifications for the purpose of bidding and constructing a new sewer lift station at the Garden City Cedar Valley Plant.

The Village seeks to receive a full set of construction plans and specifications. The selected Vendor shall provide architectural, civil, surveying, structural design, mechanical, demolition, plumbing, and electrical design services. The services will result in a complete set of project plans, construction drawings and specifications required for bidding and constructing the lift station. The plans and specifications shall include but not be limited to elevations, cross sections, and identification of material choices.

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.

Pre-Bid Site Walkthrough

There will be a mandatory pre-bid site walkthrough at the Cedar Valley Lift Station (across from 101 Second Street) on December 12, 2023, at 10:00 a.m.

Anticipated Proposal Schedule

RFP Issue Date:	November 29, 2023
Proposal Due Date:	January 5, 2024
Site Walkthrough	December 12, 2023
Oral Presentation (if necessary):	TBD
Award Date:	TBD

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

Background

Through past studies and recent observations, it has been determined the Cedar Valley lift station is reaching the end of its useful operational lifespan. The Village is seeking proposals from qualified firms to review, recommend options, and design a new lift station facility. This includes all structures, components, mechanical, electrical, plumbing, control systems, filing of any applications to appropriate regulatory agencies, and searching for and filing of any applicable grants. Prospective submitters are encouraged to conduct a site visit to obtain sufficient information with regard to property layout as well as flow capacity and redundancy requirements.

Scope of Services

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

- **Work Schedule & Updates:**
 1. Provide a project schedule with delivery milestone dates and monthly progress updates.
 2. Communicate regularly with Village representatives for the project.
- **Design Development:**
 1. Review of past reports by others.
 2. Site review/inspection of building, pumps, wet well, grinder, bypass, electrical systems, and all other equipment.
 3. Review options for the Village to consider a new building versus underground package plant.
 4. Attend/present information to Village staff at progress update meetings.
 5. Attend/present plans at any BOT and Planning meetings as required.
 6. Search for and apply for any and all applicable Grants the Village may qualify to receive.
 7. Application/submission and communication with all required regulatory agencies. Provide design drawings to Villages and agencies. Secure all required permits.
 8. Perform a SEQRA Determination (State Environmental Quality Review Act) as outlined by the D.E.C. (Department of Environmental Conservation)
 9. Engineering analysis of incoming flow rates, volumes, peak flows, etc.
 10. Design of a completely new lift station including all structures, pumps, new piping, bypass systems, grinder, electrical systems including generator and controls.
 11. The design of the sewer lift station should include provisions to mitigate flooding of the site/equipment. Flooding does occur during unusual high precipitation events.
 12. The design of the sewer lift station should include provisions for redundancy including a standby emergency generator and a bypass system for the wet well.
 13. Supervisory Control and Data Acquisition (SCADA) controls within the electrical contract so the staff can monitor operations remotely.
 14. Appropriate Storm Water Pollution Prevention Plan (SWPPP) review and filing.
 15. The design should provide provisions for temporary bypassing in order to transfer the new facility.

16. The Vendor shall submit all required documents and plans to the Nassau County Department of Health for approval of the sewer lift station. The Vendor shall address any comments or changes required by the NCDOH.
17. Provide an exterior lighting plan with back-up power.
18. Provide a security plan including surveillance cameras and FOB activated door hardware.
19. Site design including grading plan, drainage plan, roadways, walkways, parking areas, etc. Where required, include the design of ADA accessibility as per the PROWAG Guidelines.
20. Plans shall be signed and sealed by a NY Registered Professional Engineer.

- Project Deliverables – Construction Documents, Plans, & Specifications:

1. Meet and consult with Village staff to develop full construction plans and specifications for the purpose of bidding on the project.
2. Provide the Village with electronic and hardcopies of incrementally developed construction documents for review at predetermined design milestones which will be mutually agreed upon prior to the start of design work. Four (4) paper copies of all work products, including but not limited to, supplementary and technical/performance specifications, plan drawings, details and notes along with all electronic files of the same (PDF, Word, AutoCAD, etc.). All electronic versions shall be compatible with AutoCAD Civil 3D format.
3. Provide any required bid documentation with regard to special inspections and testing.
4. The selected Vendor shall attend and conduct all construction document development meetings.
5. The selected Vendor shall prepare an itemized construction cost estimate for budgeting as required for the proposed project.
6. The selected Vendor shall provide all necessary drawings and specifications needed to bid, construct, and execute the project.
7. Detailed construction drawings shall include all elements required to accurately depict the project and provide adequate information for actual construction including but not limited to, plan views, profiles, sections, elevations, details, Storm Water Pollution Prevention Plan (SWPPP), schematics, schedules, typical sections/details, above ground and underground utility locations. Construction drawings shall also include all final restoration elements.
8. The Village will provide sample General Terms and Conditions, standard forms, and agreements to be used in the bidding documents.
9. The Vendor shall submit to the Village five (5) bound copies, one (1) electronic copy (email), and one (1) electronic copy (USB stick) of the final approved bid package including plan drawings and specifications. All electronic files used to create all documents shall also be delivered to the Village (PDF, Word, AutoCAD, etc.).
10. The Village will provide bidding services for this project including placement of legal notices, distribution of construction bid documents, and handling of the bidding process.

11. The selected Vendor will be responsible for working with the Villages Purchasing Department and legal counsel to make any necessary revisions. After the document is reviewed by Purchasing staff and legal counsel, the Vendor shall have revisions completed within one week of each review.
12. The selected Vendor will be responsible for answering any RFI's that the Village cannot responsibly respond to. Such responses shall be given to the Village within 48 hours during the solicitation.
13. Vendor shall assist the Village by reviewing bids, performing reference checks, conduct meetings with bidders as required, and providing a recommendation during the contractor selection process.
14. Vendor shall attend and conduct a non-mandatory pre-bid meeting during the solicitation of the Project.
15. Vendor shall be responsible for any required addendums that are required prior to and during the solicitation.
16. Final Deliverables to the Village shall include a full set of construction plans and specifications for bidding and construction purposes. Plans shall include mechanical, electrical, plumbing, demolition, site work and any other item required in order to fully construct the new lift station.
17. The selected Vendor shall prepare an itemized cost estimate that identifies all major cost components for the project. The estimate shall be provided to the Village and approved prior to beginning the full design work.

- Alternates:

- Item 2 - Construction Management:

1. Visit the construction site to monitor the progress of contractors and provide weekly progress reports to the Village staff.
2. The Vendor shall approve shop drawings, respond to contractor inquiries concerning construction documents including any RFIs and change orders.
3. Attend all meetings including pre-construction meetings, all on-site construction meetings, and any required final walkthrough meetings.
4. Prepare meeting agendas, meeting minutes and dispersal of documents.
5. Vendor shall notify the construction contractor as to permit requirements.
6. Approve/disprove payment vouchers from the contractor.
7. Provide a punch list, approved by the Village, for final completion.
8. Negotiate Change Orders with the Village for approval.

- Item 3 - Inspection Services:

1. Selected Vendor shall observe construction on a full-time basis for conformance with plans, specifications, and standard construction practices.
2. Oversee any lab testing and reports as required by Contract Documents and specifications.
3. Prepare and submit daily inspection reports. Daily reports shall include the following minimum information:
 - a. Inspector Name, Date, Weather Conditions

- b. Detailed description of work being performed including any warnings or directives given to the contractor.
 - c. Daily quantities (as required)
 - d. Equipment & Labor
 - 4. Prepare punch list items for project closeout following construction.
- Item 4 - As-Built Drawings:
- 1. Vendor shall produce as-built drawings for the Village. These drawings shall be created digitally in AutoCAD. As-built drawings shall be delivered to the Village within 90 days after the construction is substantially completed. Four (4) hardcopy as-built drawings, one electronic version and all associated AutoCAD files shall be delivered to the Village.
 - 2. Vendor shall update the Village's G.I.S. (Geographical Information System) with new lift station data.

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, January 5, 2024. 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: Ralph V. Suozzi, Village Administrator**

E-mail submissions shall be sent to:

rsuozzi@gardencityny.net
iborroni@gardencityny.net
scarey@gardencityny.net
cbandini@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 Craig T. Bandini, P.E., Village Engineer, at cbandini@gardencityny.net. Proposers should submit all question(s) prior to close of business no later than five (5) business days (excluding weekends and holidays) before the submission deadline. Violation of these provisions may result in 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 Sanitary Lift Stations (25% of the technical rating).
4. The Firm's proposed understanding and approach of the scope of services. (20% 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 (5% 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.

Stanley J. Carey
Superintendent of Water and Sewer Operations

JVB:ca

cc: Messrs. Ralph V. Suozzi
John V. Borroni, P.E.
Craig T. Bandini, 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: _____

Proposed Services

Total

<p><u>ITEM 1</u> Design Development/Construction Documents:</p> <p>Provide a full set of construction plans and specifications for the purpose of bidding and constructing a new sewer lift station at the Garden City Cedar Valley plant.</p>	<p>\$</p>
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**Estimated Completion
Time – Item 1 only**

Number of Days (design development,
construction plans and specifications): _____

Alternates

<u>Item 2: Alternate - Construction Management:</u> Provide construction management as described in the RFP documents	
<u>Item 3: Alternate - Inspection Services:</u> Provide construction inspection services as described in the RFP documents	Estimated cost based on project duration including night work and day work.
<u>Item 4: Alternate - As-Built Drawings:</u> Provide As-Built drawings 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
CIVIL ENGINEERING DESIGN DEVELOPMENT, CONSTRUCTION MANAGEMENT
AND INSPECTION SERVICES FOR A NEW SEWER LIFT STATION AT THE CEDAR VALLEY SEWER PLANT
GARDEN CITY, NEW YORK 11530**

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 Civil Engineering Design Development, Construction Management and Inspection Services for a New Sewer Lift Station at the Cedar Valley Sewer Plant, Garden City, New York 11530. The Vendor'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 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 civil engineering design development, construction management and inspection services for a new sewer lift station at the Cedar Valley Sewer Plant, Garden City, New York 11530

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 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. Umbrella/Excess Liability: \$5,000,000/aggregate
\$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:

Village of Garden City

- a. If to the Village of Garden City:
351 Stewart Avenue
Garden City, New York 11530
Attn.: Village Administrator

With a copy to:
Gerard Fishberg, Esq.
Cullen & Dykman, LLP
333 Earle Ovington Boulevard, 2nd Floor
Uniondale, New York 11553

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 the 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: _____