

Dated as of October 27, 2017

Incorporated Village of Garden City  
351 Steward Avenue  
Garden City, New York 11530  
Telephone: 516.465.4051  
Attn: Board of Trustees and Village Administrator  
E Mail: rsuozzi@gardencityny.net

**Re: Feasibility study proposal for former St. Paul's School Site**

Ladies and Gentlemen,

Based on our conversation this past week, Beyer Blinder Belle Architects is pleased to submit our fee proposal for the feasibility study of modifying and creating a recreation-based facility at the site of the former St. Paul's School, inclusive of the main building, existing Cluett Hall, fieldhouse and cottages (collectively, the "St. Paul's Site"). We have utilized the enclosed "scoping and objectives" letter to formulate our scope of services, along with determining the protocol for assembling the feasibility study. We are proposing a Scope of Services, divided into three Tasks that can help guide the feasibility study in a collaborative process with the Garden City Board of Trustees. We will work with the Board of Trustees to define an overall vision, concept and direction for the re-positioning of St Paul's Site.

**CARLOS J. CARDOSO**  
AIA  
Partner  
Director of Construction  
Administration

**Design Study Area**

The feasibility study will focus on implementing the desired program of a recreation-based facility within the main building of the St Paul's Site and by supplementing it through one or more new additions. We will also provide an initial masterplan concept study addressing vehicle traffic plus pedestrian paths, integration of the new program within the site, and initial parking locations. We understand that the existing playing fields are not part of the feasibility study.

**Scope of Services**

We would like to take advantage of a collaborative process with the Board of Trustees and the design team to generate ideas/solutions. We are proposing an iterative process alternating between team work sessions and design production.

The scope consists of three tasks as described below:

**Task 1: Context research and base mapping**

- BBB to receive existing drawings from the Village of Garden City (VGC) and review existing site information, which should include survey drawings generated by a Surveyor.
- Provide historical research of the physical development of St Paul's Site that may provide insight to future design thoughts and ideas.
- Structural analysis and assessment will need to be provided by structural engineer during this Task, to allow the design team to understand all of the implications. Probes may be required.
- From the survey drawings, any existing documentation that the VGC can provide, or from our historical research; a base set of drawings will be assembled which will allow the design team to perform the future Tasks.
- Document the current uses within the site and assemble the desired program square footage requirements.

**Task 2: Planning analysis and concept options**

We will develop a planning analysis of the Site and its context, in order to clearly understand characteristics, strengths, and weaknesses. The study issues might include:

- Surrounding neighborhoods and districts.
- Transportation systems and access.
- Current pedestrian walkability and access, including existing access and visibility to St Paul's Site.
- Historic character and landmarks.
- Vehicle traffic patterns within the site, and parking conditions.
- Landscape and environmental conditions.
- Utilization, removal or re-purpose of the existing Cottage buildings, Cluett Hall and fieldhouse.

Building on this analysis, we will develop 2-3 sketch concept diagrams for implementing the desired program within St. Paul's Site. This will focus on big ideas and test a range of possible directions for the re-positioning of St Paul's Site, the Cottage buildings, the existing fieldhouse and Cluett Hall, and one or more possible additions.

***Team work session #1 - Visioning***

An interactive meeting with the Board of Trustees will allow the project team to review and discuss options for the re-positioning of St. Paul's Site. The goal of this work session is to discuss the pros and cons of different options, and set a preferred direction for the project. This will allow us to develop the next round of work based on a common, shared vision for the site. We will prepare an interim presentation of the concept options with sketches, plans, 3D diagrams, and other material as needed. We will also provide initial block diagrams illustrating the various programs, square footage requirements, and their

adjacencies to one another. This work session will give The Board of Trustees sufficient information to develop internal thinking and strategy about the future and options for St. Paul's Site.

*Deliverables: Planning analysis and 2-3 design concept options presented as sketches, diagrams, and 2D and 3D views, provided as a PDF slide presentation report.*

**Task 3: Refine preferred concept options**

Once a desired concept is established, we will refine the preferred option for the site. The vision for the preferred option will advance the following elements based on the program requirements:

- Plans illustrating the various program and amenity locations.
- 3D illustrative drawings, with possible building addition.
- Development height, massing, and density
- Understanding of vehicle and pedestrian circulation
- Parking strategy and distribution.
- Public realm and open space network, including hardscape plazas, streetscapes, and landscape areas

***Team work session #2 – Vision Plan final team coordination***

The second work session will bring the project team back together. We will use the meeting to get Client feedback and decide on additional refinements and changes to the various plans, and resolve outstanding items and questions.

Based on client input, we will make final adjustments to the feasibility study and prepare materials you might need for internal and external use. We will produce a Report, in digital PDF format. The report will reflect and present the final vision study for the project, and will consolidate past work so the Board of Trustees have a clear record of decisions made and their rationale.

*Deliverable: Report, in electronic PDF form. Digital files of plans, renderings, and collateral material for the Client's use in communications.*

**Schedule**

The work described above will occur over approximately eight (6-8) weeks.

Task One: 1 - 2 weeks  
Task Two: 3 - 4 weeks  
Task Three: 2 weeks

**Fee**

We will perform the above services for \$ 60,000.00.

Reimbursable expenses include printing, reproduction of documents, air travel, rental cars or local transportation, accommodations, courier services, long distance communications, etc. All reimbursable expenses will be billed at 1.0 times the cost.

**Retainer**

An initial payment of \$ 6,000 is due upon your authorization to proceed which will be deducted from the final payment.

**Payments**

BBB shall submit monthly invoices for services rendered, and for reimbursable expenses. Payments shall be due within thirty (30) days after the date of BBB's invoice.

**Confidentiality and ownership of work**

All work is confidential and shall be the property of The Village of Garden City. The confidentiality agreement previously executed between the Village of Garden City and BBB.

**Exceptions**

The following items are excluded from the scope of services:

- Cost estimating – BBB will provide an approximate overall per square foot cost for the selected option.
- Surveying of existing structure. Client to provide existing drawings or survey of building.
  - If existing drawings are not available, BBB recommends engaging the Office for Metropolitan History to attain any past historical drawings that can be utilized to assemble the base drawings.
- Landscape design.

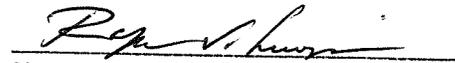
The general terms and conditions contained in the attached terms and conditions are deemed a part of this Agreement and incorporated herein.

If you are in agreement to the terms outlined above, please sign and return a copy for our records.

Sincerely,



Carlos J. Cardoso, AIA  
Partner

  
Signature

Name (print) Ralph V. Suozzi

Title Village Administrator  
The Village of Garden City

**STANDARD TERMS AND CONDITIONS  
FOR PROFESSIONAL SERVICES FROM  
BEYER BLINDER BELLE ARCHITECTS & PLANNERS, LLP (CONSULTANT)**

These Standard Contract Terms and Conditions are hereby incorporated into and a part of the proposal from Beyer Blinder Belle Architects & Planners, LLP ("CONSULTANT") to the Incorporated Village of Garden City (the "Village") dated OCT. 30, 2017 (the "Proposal"). In the event CONSULTANT and the Village enter into an agreement for CONSULTANT's performance of the services stated in the Proposal, the within Terms and Conditions shall apply.

- 1. Contract.** The "Contract" between the Village and CONSULTANT shall consist of: 1) the Proposal; 2) these Standard Contract Terms and Conditions; and 3) any other documents referenced therein. The Village and CONSULTANT expressly acknowledge and agree the Contract is being entered into in furtherance of the Village project known as:

Feasibility Study – A Recreation Based Facility at the St. Paul's Site (the "Project").
- 2. Scope of Services.** The Scope of Services (or "Services") shall be those services authorized by the Board of Trustees selected from CONSULTANT's Proposal. All services performed by CONSULTANT shall be to the Village's reasonable satisfaction, and in the event there is a project schedule, in accordance with the timeframes stated in that schedule. Furthermore, in the event the parties have agreed to a written project schedule as part of the Project, CONSULTANT acknowledges and agrees it is bound by that schedule, provided it shall not be responsible for any delays attributable to the acts or omissions of the Village or any third party.
- 3. Compensation.** In exchange for acceptable performance of the Services, the Village shall pay CONSULTANT compensation as outlined in the Proposal, or in the authorized portion(s) thereof.
- 4. Payment and Vouchers.** Village shall pay an initial retainer in accordance with the Proposal. Thereafter, CONSULTANT shall be compensated on a monthly basis for all services performed or completed during the preceding month. At the end of each month, CONSULTANT 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. Each invoice shall be accompanied by a completed payment voucher on a form provided by the Village..
- 5. Unanticipated Costs.** Any unanticipated Project costs or expenses incurred by the Village to correct any error negligently committed by CONSULTANT, or any officer, agent or employee thereof, shall be addressed via the Village's rights at law, or the indemnification provision set for the in Paragraph 12, below.
- 6. Time, Materials and Expenses.** Except as otherwise stated in the project schedule, if any, CONSULTANT shall be responsible for setting the days and hours of work for all CONSULTANT employees who perform the Services. Additionally, CONSULTANT shall be responsible for providing those employees with all materials, equipment and transportation necessary for CONSULTANT to perform the Services.
- 7. Independent Contractor.** CONSULTANT hereby acknowledges and agrees that its performance pursuant to the Contract shall be that of an independent contractor. CONSULTANT shall not represent itself as a Village employee to any third party, nor shall CONSULTANT 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. However, nothing in these terms and conditions are intended to impair any rights granted under the law to CONSULTANT, including any right to derivative immunity, as a contractor of the Village.

CONSULTANT further acknowledges and agrees that the Village shall not take any deductions or withholdings from CONSULTANT's compensation for the purpose of paying any federal or state taxes or other assessments, costs, expenses or obligations which CONSULTANT, or its officers, agents or employees, may incur as a result of receiving compensation pursuant to this agreement.

**8. Ownership of Deliverables; Intellectual Property.** Any and all plans, maps, designs, specifications, drawings, work product or other deliverables prepared for the Village by CONSULTANT (including but not limited to all intellectual property rights therein) shall be the property of the Village upon payment in full for all services rendered by CONSULTANT as of the date of delivery. In exchange for the CONSULTANT's willingness to transfer ownership of Deliverables to the Village, the Village agrees to defend and indemnify CONSULTANT for damages caused by modifications to the Deliverables made by or on behalf of the Village.

8A. The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials, including but not limited to websites, blogs, and social media. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. If the Owner publishes or causes to be published, or permits third parties to publish on its behalf, photographs or other depictions or representations of the Project, then the Owner agrees to include appropriate references to the Architect as the architect for the Project in any such publication. The Owner further agrees to use its best efforts to require any such third party to give the Architect appropriate credit. If any sign is erected in connection with the Project, it shall identify the Architect as the architect of the Project. Likewise, the Architect agrees to credit the Owner in publication of the Project initiated by the Architect.

**9. Engagement Nonexclusive.** CONSULTANT acknowledges and agrees that it is being retained by the Village on a non-exclusive basis, and nothing shall prohibit the Village from retaining similar professional or consultants at the same time as CONSULTANT.

**10. Insurance.** CONSULTANT 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:

**a. Commercial General Liability Coverage:**

**i. Per Occurrence:** \$1,000,000

**ii. Aggregate:** \$2,000,000

**b. Workers Compensation Coverage:** Statutory

**i. Employer's Liability** \$1,000,000

**c. NYS Disability Coverage:** Statutory

**d. Professional Liability Insurance:** \$5,000,000/per claim  
\$5,000,000/aggregate

**e. Automobile:** \$1,000,000 Combined Single  
Limit

**f. Umbrella/Excess Liability:** \$10,000,000/occurrence

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 CONSULTANT's Professional Liability Insurance and workers compensation. Additionally, all policies, except CONSULTANT'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. CONSULTANT shall provide the Village with certificates of insurance. If CONSULTANT 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.

- 11. Indemnification.** To the extent permitted by law, CONSULTANT shall indemnify and hold the Village, its officers and employees, harmless from and against any and all damages to third parties, costs and expenses (including reasonable attorney's fees) arising from claims for bodily injury, including death or property damage caused by the negligence or willful misconduct of CONSULTANT, or any officer, agent or employee thereof, except to the extent caused or contributed to by the Village.
- 12. Confidentiality.** CONSULTANT 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 has been designated by the Village as "confidential"). CONSULTANT 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. CONSULTANT 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, CONSULTANT 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. Termination.** The Village may terminate the Contract at any time, for any reason, upon delivery of written notice of termination to CONSULTANT at the contacts stated below. In the event the Village exercises its rights pursuant to this paragraph, CONSULTANT shall be entitled to compensation for all services performed prior to delivery of the notice of termination.
- 14. Notices.** 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. Be

Bee Ready Fishbein Hatter & Donovan, LLP

170 Old Country Road, Suite 200

Mineola, NY 11501

b) If to the CONSULTANT:

Beyer Blinder Belle Architects & Planners, LLLP  
120 Broadway, 20<sup>th</sup> Floor  
New York, NY 10271  
Attn: Carlos Cardoso

Notices shall be deemed delivered at the earlier of actual receipt or five (5) business days following mailing. Counsel for a party (or any authorized representative) shall have authority to accept delivery of any notice on behalf of such party.

- 15. Assignment.** The Contract 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 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.
- 16. Governing Law.** The Contract shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to principles of conflicts of laws.
- 17. Consent to Jurisdiction.** EACH OF THE PARTIES HERETO AGREES AND CONSENTS TO PERSONAL JURISDICTION, SERVICE OF PROCESS AND VENUE IN ANY FEDERAL OR STATE COURT WITHIN THE STATE AND COUNTY OF NASSAU COUNTY, EASTERN DISTRICT, NEW YORK.
- 18. Modification and Waiver.** The Contract 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 Contract in one instance shall not be deemed a waiver of that party's right to insist upon performance at any point in the future.
- 19. Drafting Considerations.** The Village and CONSULTANT acknowledge and agree that they have participated jointly in the negotiation and drafting of the Contract. In the event an ambiguity or question of intent or interpretation arises, the Contract shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions herein.
- 20. Section Headings.** The section headings used herein are inserted for reference purposes only and shall not in any way affect the meaning or interpretation of these terms and conditions or the Proposal to which they pertain. All personal pronouns used shall include the other genders, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.
- 21. Severability.** Any word, phrase provision of these terms and conditions that is deemed prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 22. Entire Agreement.** The Contract contains the entire understanding between the Village and CONSULTANT with respect to the subject matter thereof. It supersedes all prior and contemporaneous agreements and undertakings between the parties, whether written or oral, with respect to such subject matter stated in the Proposal.
- 23. Counterparts.** The Contract may be executed and delivered in one or more counterparts (electronically, including by e-mail delivery of a PDF file, or otherwise), with the same effect as if all parties had signed the same document. Each such counterpart shall be deemed an original, but all such counterparts together shall constitute a single agreement.

WHEREFORE, the parties have signed this Contract as of the 29 day of October, 2017.

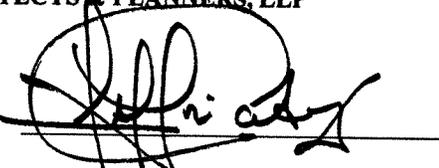


INCORPORATED VILLAGE OF  
GARDEN CITY

By: 

Name: Ralph V. Suozzi  
Title: Village Administrator  
Date: 10-31-17

BEYER BLINDER BELLE,  
ARCHITECTS & PLANNERS, LLP

By: 

Name: Carlos J. Cardoso  
Title: Partner  
Date: 10.29.2017