

# Request for Proposals Comprehensive Plan

Village of Sea Cliff, New York

Village of Sea Cliff  
PO Box 340/300 Sea Cliff Avenue  
Sea Cliff, NY 11579

RFP Release Date – March 24, 2022

RFP Due Date – May 6, 2022

## 1. COMPREHENSIVE PLAN

### 1.1 Overview

The Village of Sea Cliff invites qualified consulting firms to submit proposals to prepare a local Comprehensive Plan pursuant to New York State Village Law and New York State standards and procedures, including the NYS Environmental Protection Fund Smart Growth Program, as well as the best management practices for comprehensive planning. Proposals will be accepted from individuals, firms, or groups of firms who can demonstrate they have the resources, experience, and proposals to provide a range of professional planning and recommendations for the Village of Sea Cliff Comprehensive Plan.

### 1.2 Background

The Village of Sea Cliff is approximately 25 miles east of New York City. The Village’s corporate boundary encompasses approximately 1 square mile on the north shore of Nassau County (population 1.357 million). The 2019 American Community Survey certified the Village population at 5,038, an increase of 0.5% from the Village’s census of 2010. The Village is part of the New York Metropolitan Area which includes 13,318 square miles and a population of 20.1 million.

Incorporated in 1883, the Village has the warmth and charm of a small Long Island coastal town. Contributing to Sea Cliff’s outstanding quality of life are the Village’s low crime rate, superior school district, and desirable location. Known for its many turn of the century homes and municipal buildings many landmarked at the local, state, and federal levels, ongoing preservation efforts allow residents and visitors to “step back in time” in this historic Village.

The Village possesses a Mayor-Board of Trustees form of government. The Village Board of Trustees consists of the Mayor and four Trustees elected at-large to staggered, two-year terms.

The Village of Sea Cliff has a “Master Plan” from 1970 that has not been updated. The Village desires to retain the services of a professional consultant to prepare a Comprehensive Plan.

### 1.3 Objective

To establish a forward looking Comprehensive Plan that will shape and guide substantive changes to our Village’s Code. The planning process should seek to explore and ultimately balance a range of critical but often competing and contrasting dynamics, considerations, challenges, and impacts, including but not limited to, those related to:

- Ecology and density,
- housing pressure and preservation,
- vibrancy and congestion,
- waterfront development and coastal resilience, and
- local interests and connection to the broader community, among others.

The successful applicant will demonstrate a creative approach to community engagement, a proven ability to build common ground, and a record of achievement in implementation.

As a small municipality on Long Island, there are a multitude of challenges and opportunities to maintaining, improving, and sustaining the Village in the 21<sup>st</sup> century and beyond; in this vein, a successful planning process for Sea Cliff will include, but is not limited to, tasks such as:

- Review of zoning laws and amendments,
- Improving traffic circulation, increasing/improving pedestrian circulation and biking, particularly in high traffic subareas,
- Achieving environmental sustainability, assessment/alignment of recommendations with any applicable SEQRA requirements,
- Assessing climate impact, sea level rise and resiliency assessment, for example, interface with US Climate Resilience Toolkit and other applicable or available tools, reports, data and analyses,
- Itemizing Village government board, commission, and committee responsibilities for implementation of plan - including, but not limited to, performance checks, interface with existing committees, gaps or vulnerabilities - as well as opportunities for intergovernmental coordination,
- Analysis of housing economics and projections aligned to future oriented questions, for example, affordability for elderly and young professionals,
- Strategizing climate and quality of life improvements including, but not limited to, trees, pollinators, and sustainable practices,
- Review of home occupation regulations in light of evolving professional culture (for example, work from home),
- Identifying small business support services,
- Evaluation of activity centers ratios of various uses, including, but not limited to, small scale manufacturing, professional offices, services, parks, and open space,
- Exploring design features such as public art, public plazas, historic and natural features,
- Identifying funding opportunities for recommended projects,
- Assessing equitable opportunities for key determinants in the Village,
- Appraising opportunities to expand renewable energy in the village, for example, the Department of Energy program “Community Driven Pathways to Clean Energy, and
- Analysis of infrastructure deficits and improvement opportunities,
- Assessing proper and sustainable use regulations, including mixed and blended uses, and transition areas or districts in commercial districts

#### **1.4 Community Engagement**

The Village of Sea Cliff considers itself to be a diverse and forward-thinking community and desires formulation of a comprehensive plan that will be inspirational for the community. As part of the plan process, the Village desires to place a major emphasis on community engagement. The Sea Cliff Board of Trustees has determined that the Village must ensure it continually creates a better quality of life for the community. The Board of Trustees considers the comprehensive plan a foremost opportunity to engage the public and involve them in formulating a plan that truly belongs to the community and implements these values.

Historically, the Village has experienced very active public engagement from a small part of the community. Through the development of the Comprehensive Plan, the Village seeks to reach voices of the community that do not typically participate in public processes, which may require innovative approaches to increase diverse community participation.

The Village is seeking a consultant team that will engage the public through various media,

including presentations, public meetings, social media, the internet, and workshops throughout the project. This community engagement process should be empowering for the public, engaging people in the process, and maintaining their continued participation. The consultant should embolden the community to think beyond the status quo, fostering an environment of cooperation in working together for Sea Cliff's future. The methods of public outreach and involvement should be advanced and inventive in manners that encourage residents to connect within the community to bring value to the plan.

### **1.5 Scope of Work**

The selected consultant will identify and assess local conditions and needs, analyze demographic implications, identify areas for potential growth or improvement, and formulate strategies necessary to foster the successful implementation of the plan. The selected consultant will lead the planning process and develop project deliverables with oversight from the Mayor, Board of Trustees, Long Range Planning Steering Committee, and the Village Attorney. All work shall be completed in accordance with applicable Village standards, New York State Village Law, and within the agreed upon timeline. The intent of the Scope of Work is to serve as a framework which consultants can use to develop a more detailed scope of services based on their professional expertise and knowledge. The final Scope of Services will be developed in collaboration with the selected consultant(s) and the Mayor, Board of Trustees, Long Range Planning Steering Committee, and the Village Attorney. At a minimum, the selected proposer will be responsible for the following items and deliverables for the Project:

- General management and timely completion of the Project,
- A baseline review of existing information and relevant background, including the plans listed above, existing codes and policies, demographic and census data, and other information and data relevant to the Project,
- Addressing the relationship between land use and transportation,
- Drafting and preparation of the planning document(s), graphics, mapping, and other support services for the Project,
- Developing a brand, theme, and slogan for the project (including design of logo and tagline),
- Addressing and expounding the elements and goals of the Project,
- All data collection, analyses, and presentations required for the Project,
- Addressing each area of concentration in separate sections in the plan,
- Creating and implementing a robust public engagement plan, including conducting engagement interactions, surveys, and updates via digital platforms (webpage, social media, etc.),
- Organizing and facilitating of public visioning, stakeholder input, and partnership building for the Project,
- Developing conceptual drawings and visualizations for elements of the Project,
- Presenting on a regular basis to the Sea Cliff Board of Trustees and Long Range Planning Steering Committee,
- Projecting budgets for project funds and
- Coordinating and collaborating with Village Departments and other Village consultants regarding ongoing projects (for example, Transportation Plan, Stormwater Plan, Parks,

Recreation, Trails, and Parks Master Plan, etc.).

It is anticipated that the Project will result in the following deliverables, although the proposer may identify additional deliverables within their proposal.

- Maps and associated data shall be in ArcGIS and PDF format and shall be provided to the Village.
- Draft of a draft Comprehensive Plan shall be provided to the Village Attorney for review.
- All text and report files shall be in PDF formats.
- All final reports shall be presented in digital format for archiving and reproduction.
- 20 – bound color copies of the final comprehensive plan.
- 30 – executive summaries of the comprehensive plan.

The plan should provide clear and defined guidance to the development community and serve as a framework for the development of future land use policy.

**Required Tasks:** The scope of work will include, but will not be limited to, the following tasks:

**1. Project Reconnaissance:**

- a. Meet with the Long Range Planning Steering Committee and Village staff to review the scope of work and existing information available.
- b. Conduct community visits and inventory physical conditions.
- c. Review previously completed planning documents for various Village departments.
- d. Prepare an existing condition report to submit to the Board of Trustees, Long Range Planning Steering Committee, and Village staff.

**2. Project Management:**

- a. The consultant shall select a Project Manager who will serve as the primary point of contact for the duration of the project.
- b. The consultant shall prepare a project management plan.
- c. The consultant shall prepare and submit monthly progress reports, invoices, and billings.
- d. The consultant shall establish and maintain a project schedule with key milestones. The consultant shall organize and coordinate meetings for review and provide status updates of various elements of the overall project.

**3. Project Initiation:**

- a. Participate in work sessions with elected officials, appointed officials, the public and Village staff.
- b. Familiarize the above-referenced groups in 3.a. with key issues.
- c. Establish areas of focus in relation to the plan.
- d. Refine prospective goals and objectives for both technical analysis and public involvement components.

**4. Public Involvement:**

- a. Develop a public engagement process that outlines methods to engage the public, encourage active participation, and foster an environment for idea-sharing. It is imperative that the consultant develop a public engagement process that can engage all segments of the

community.

b. The consultant shall prepare a public involvement/engagement and public relations campaign and present this plan to the Village for approval. The campaign must meet the community engagement goals and vision described above, and the campaign shall include an extensive interactive visioning session to obtain input from all sectors of the public. A social media component must be included.

c. The consultant must be prepared to present workshops for citizens, property owners, and stakeholders; conduct workshops and visioning sessions with the public and the Board of Trustees; and present formally to the Board of Trustees for public hearings, input, and plan consideration/adoption.

#### **5. Data Development and Analysis:**

a. The consultant shall prepare population, economic studies of the community and prepare estimates, projections, and forecasts for five-, ten-, and twenty-year planning horizons.

#### **7. Implementation and Strategies:**

a. The consultant shall prepare priorities, goals, and objectives and make recommendations for policies and strategies for plan implementation.

b. The consultant should provide an analysis of potential funding mechanisms that can be utilized toward the investment of public and economic improvements.

#### **8. Final Report:**

a. The consultant shall prepare a draft final report(s) complete with results, incorporating comments from the public meetings and public hearing(s), analyses, conclusions, and recommendations for review by the Village Attorney and the Village Board of Trustees. Upon the completion of the review process, preparation and publication of the final report, the comprehensive plan, and a draft resolution shall be presented by the consultant to the Board of Trustees for adoption.

b. The consultant will attend two (2) public meetings associated with the adoption process to respond to any questions or comments, and where appropriate, make presentations regarding the plan.

**Plan Elements:** The comprehensive plan shall, at a minimum, contain an Introduction, Executive Summary, Baseline Inventory of Conditions, Vision Statement, Goals, Objectives and Purposes, Conceptual Land Use Plan, and thirteen (13) plan elements:

1. History and Population
2. Economy, Economic Development and Demographics
3. Land Use and Zoning
4. Transportation
5. Housing
6. Utilities
7. Community Facilities and Services
8. Urban Design
9. Historic Preservation and Cultural and Scenic Resources
10. Natural Resources and the Environment

11. Intergovernmental Cooperation
12. Rising sea levels and climate change
13. Flooding and stormwater and surface runoff

### **9. Project Timetable**

The proposer's submission shall include detailed project task and components and associated task timelines that would serve to allow evaluation by the Village of the proposer's assessment of the Project task and time estimated to complete said task.

### **10. Itemized Cost Estimate**

The proposer's submission shall include an itemized cost estimate containing the following elements:

- A schedule of fees broken down by work task,
- Hourly rates for project personnel to be used as the basis for payment,
- Total estimated cost for the work, and
- List of deliverables.

Budgeting for this project, should it move forward, has not yet been determined. At the Village's discretion, the project may proceed in phases over a yet to be determined time frame. The proposer's submission, in tandem with the cost estimate, will include phasing recommendations with priority tasks, cost itemization, and/or processes presented in sequential fashion.

### **11. Village Staff Expectations**

The proposer's submission shall include what expectations for information they expect to receive from the Village staff to support the initiation, research, and development phases of the project.

## **2. INSTRUCTIONS AND CONDITIONS**

### **2.1 Proposal Submission**

To be considered, please submit 6 (six) hard copies and 1 (one) electronic copy, on a USB drive, of the proposal in a sealed envelope to:

Village of Sea Cliff  
Attn: Elena Villafane, Mayor  
Comprehensive Plan  
PO Box 340  
300 Sea Cliff Avenue  
Sea Cliff, New York 11579

**Proposals must be submitted in person, via U.S. mail or other nationally recognized courier service and be received no later than 3:00 p.m. on Friday, May 6, 2022. Responses received after 3:00 p.m. on Friday, May 6, 2022 will not be considered.**

Late proposals will not be considered and will be returned unopened. Proposals postmarked on the deadline date but received by the Village after the specified time will be considered late and will be returned unopened. The Village shall not be responsible for proposals that are mailed or sent via private delivery services. The Village will not accept proposals submitted by fax or electronic mail.

**2.2 Insurance Requirements**

Insurance requirements for the contract are attached at Exhibit A.

The Village reserves the right to establish that these insurance requirements be met and complied with prior to any contractual agreement is entered into. The cost of such insurance is the service provider's responsibility.

**2.3 Non-Collusive Proposal Certification**

A Non-Collusive Proposal Certification is attached at Exhibit B. The certification must be included with the proposal to be eligible for consideration.

**2.4 Organization of Proposal and Completeness**

The proposer shall submit six (6) hard copies of the proposal to the Village at the address set forth in 2.1 above. In addition, each proposer shall submit at least one electronic copy on a USB drive as a courtesy copy.

All proposals must be sealed, and the envelope or container clearly marked with the proposer's name and the words "Comprehensive Plan". Failure to provide this information on the envelope or container may result in the proposal not being considered. It shall be the sole responsibility of the proposer to have the proposal delivered to the Village before the proposal deadline.

Any negative, incomplete, or outright failure to respond to questions, inquiries or required information will permit the Village to reject or refuse to consider the proposal. All proposals shall be typewritten. Proposers are cautioned to verify their proposal prior to submission.

**2.5 Proposal Interpretation-Communication with the Village of Sea Cliff**

If additional information is required to make an interpretation of items in this RFP, written questions by email will be accepted until seven (7) days prior to the proposal submittal date. The Village will attempt to respond promptly but will nonetheless provide written answers by email to questions within seven (7) days prior to the proposal deadline. All questions regarding the RFP should be addressed to Erinn McDonnell, Grants Administrator, in writing by email at [emcdonnell@seacliff-ny.gov](mailto:emcdonnell@seacliff-ny.gov).

The Village specifically requests that no contact concerning this RFP be made with any other Village personnel or official, except the above-referenced, until the evaluation process has been completed. Failure to honor this requirement will be viewed negatively in the selection process and may result in the disqualification of a proposal.

**2.6 Cost and Contracting**

Budgeting for this project, should it move forward, has not yet been determined and may include funding from one or more local, New York State and/or federal agencies. The proposer will be familiar with and demonstrate ability to comply with all applicable federal, state, and municipal regulations and requirements.

**2.7 Proposal Modification**

Proposals may be modified, withdrawn, and/or resubmitted in writing to the Village prior to the deadline for proposal submission. After this deadline, no resubmissions may be made for any reason.

**2.8 Approval Required**

This Request for Proposals in no manner obligates the Village to the eventual purchase services described, implied, or which may be proposed, until confirmed by a written contract. Progress towards this end is solely at the discretion of the Village and may be terminated at any time prior to the signing of a contract.

**2.9 Right of Rejection**

The Village reserves the right to reject any or all of the proposals received, to re-advertise for proposals, to abandon the project, to waive any or all informalities in any proposal received and to accept any proposal which the Village decides to be for the best interest of the Village, so long as such decision is in accordance with the provisions of the General Municipal Law.

Nothing in the Request for Proposals shall be deemed to commit the Village to engage any services. Each response to this RFP shall be done at the sole cost and expense of each proposing vendor and with the express understanding that no claims against the Village for reimbursement will be accepted.

**3. PROPOSAL AND SUBMISSION REQUIREMENTS**

The response package shall be organized in a manner such that the following requirements in the RFP are cross referenced in the submittal materials. The locations within the applicant's response where each requirement is met must be identified (for example, in the table of contents or by labeled tabs). All proposals shall be bound with all required information listed in this section. Proposals that do not adhere to the requirements of this section may not be considered. The structure of the proposal is flexible in meeting the RFP requirements; however, a preference for concise, targeted language and content rich materials should be noted.

**3.1 Title Page**

Show the name of proposing firm(s), address, telephone number(s), name of contact person and title, and date.

**3.2 Table of Contents**

Clearly identify materials by section and page number.

**3.3 Letter of Intent**

Briefly state your understanding of the services to be performed and make a positive commitment to provide the services as specified. Give the name(s) of the person(s) who are authorized to make representations for your firm, their titles, address, and telephone numbers.

The letter must be signed by a corporate officer or other individual who has the authority to bind the firm and the capacity to negotiate on behalf of the firm. The letter of intent shall respond to the Scope of Work and the contents of the Request for Proposals reflecting a clear understanding of the project.

### **3.4 Proposer Information & Experience**

The proposal shall include general information about the consultant, a history of the consultant's firm, and shall include the consultant's related experiences with the type of project that is the basis of this RFP. A consultant may join with other firms to strengthen their proposal. In this case, information on all firms represented must be shown, however only one firm will be recognized as the consultant or lead firm for contractual purposes and accountability. The consultant or lead firm shall demonstrate that it has past experience in performance of projects in similar size, scope, and complexity. The proposal shall include an organizational chart of the proposed team and a written description of their individual specific role(s) in the Project. The team shall identify a project manager.

Comparable work, specific to comprehensive development plans, within the last five (5) years of similar projects must be listed by both the lead firm and sub-consultant firms. The examples of listed work should be similar to the work identified by the Village in terms of scope and function that is the basis of this RFP. Samples of previous projects may be submitted, including links to on-line versions, to avoid necessary printing. However, no more than three (3) samples shall be submitted for review.

### **3.5 References**

Contact information shall be provided for the projects listed and experience identified in Section 3.4, including name, title, address, and telephone number for the representative of the organizations or firm for which purported similar duties were performed.

### **3.6 Equal Employment & Affirmative Action**

The proposal must contain information relative to the consultant's policy on equal employment opportunities.

### **3.7 Project Plan & Schedule**

The proposer shall include a detailed work plan and schedule for the project as generally outlined in Section 1 of this RFP. The work plan and schedule shall identify important and identifiable milestones for and within each phase of the Project. The schedule should be expressed in terms of days or weeks from the time the contract is signed rather than actual dates in the event an unanticipated delay occurs. The proposer shall additionally provide a best estimate of the entire project timeline from Notice to Proceed to Final Adoption of the comprehensive development plan document.

### **3.8 Understanding of Scope/Technical Approach**

The proposer shall include a detailed synopsis of the project and professional services that would

convey a clear understanding of the tasks that will be required to complete the project. This should be of sufficient detail to provide evidence that there is a clear understanding of the tasks and issues both identified herein as well as those that may be anticipated based on experience. The proposer shall provide evidence that they have invested sufficient time in reviewing the Scope of Services and Plan/Project elements and that the synopsis reflects a thorough, thoughtful, and creative approach in design services implementation and that any proposed implementation methodology is sound and reliable.

### **3.9 Staff Resources**

The proposer shall provide a summary of the experience and technological expertise of the staff that will be assigned to this project and describe the responsibilities and the role(s) that each of these individuals will contribute to the project. Full resumes of these individuals should be included in this section of the proposal. This section shall also clearly define what items are understood by the consultant to be completed by Village staff.

## **4. EVALUATION**

### **4.1 Proposal Evaluation**

All submitted proposals will be evaluated by the proposal review team in accordance with the following categories:

1. *Compliance* - compliance with the RFP and completeness of the proposal. To achieve compliance with the RFP, concise language and information throughout the proposal is preferred.
2. *Experience/Staffing* - the proposer's firm and/or team's staff availability and exhibited history and experience of the proposer's firm and/or team members individually and collectively in compiling a comprehensive development plan. The Village will evaluate the proposed project team's experience and proposals for providing the services described in this RFP, including the ability to provide service and technical support. Specific attention will also be paid to land use, historic preservation, transportation, and economic development planning experience, as well as to the team leader's specific experience. Past record of performance on projects with other governmental agencies, including such factors as control of costs, quality of work, and ability to meet schedules, will also be considered.
3. *Understanding of Scope/Technical Approach* - the proposer's demonstrated clear understanding of comprehensive development plan issues, challenges, opportunities, and the specific objectives of the proposed plan elements including a sound methodology associated with the tasks identified in this RFP.
4. *Innovation and Community Engagement* – the proposer's demonstrated innovation in public outreach and community engagement. Although the Village has identified the general nature of services required, the consultant is encouraged to be creative with the approach and methodology to provide the requested services.
5. *Schedule* - reasonableness of schedule estimates and whether proposer can reasonably meet or exceed the schedule expectations for the plan. The proposal shall state whether or not existing contractual commitments of similar scope and priority are likely to have a negative impact on the proposer's ability to service a contract resulting from award under this RFP.

6. *Cost* – the overall project cost estimate and the itemized cost estimate will be evaluated in accordance with the Village’s procurement policy.

#### **4.2 Proposal Review Team**

All proposals will be evaluated by the Long Range Planning Steering Committee (LRPSC) comprised of Village of Sea Cliff Board Trustees, staff, and residents. After a review of the proposals, the LRPSC may elect to conduct interviews to further gather data on the experience and proposals of the proposer. Interviews will be limited to 45 minutes.

The Village reserves the right to seek clarification of any proposal submitted.

All proposals become the property of the Village of Sea Cliff upon submission. The cost of preparing, submitting, and presenting a proposal is the sole expense of the Consultant.

The successful proposal must comply with all the County, State and Federal Statutes, Laws, Rules, and Regulations, including those related to Labor and Workers' Compensation.

Proposers on this project must comply with the current requirements of the Affirmative Action Program in accordance with New York State Executive Law, Article 15-A. Contracting goals for the participation of Minority Business Enterprises and Women Business Enterprises and Equal Employment Opportunity have been established as part of the Affirmative Action Program.

### **5.0 GENERAL TERMS AND CONDITIONS**

#### **5.1 Confidentiality**

The Request for Proposals (RFP) and proposals are subject to the New York State Freedom of Information Act. Contracts are subject to review by the Village Attorney.

#### **5.2 Records Retention**

Hard copies of proposals that are not accepted for award will be destroyed and an electronic copy retained in compliance with the Village’s record retention policy.

#### **5.3 Reserved Rights**

The Village of Sea Cliff reserves the right to change the RFP schedule or to issue amendments to the RFP at any time. In the event of a material modification, all known and/or potential firms responding to the RFP will be notified of an amendment. If deemed necessary by the Village, respondents will be given an opportunity to modify their proposals in the specific areas affected by the modification.

The Village reserves the right to reject any and all submittals, in whole or in part, and the right in its sole discretion to accept the submittal it considers most favorable to the Village's interest. The Village further reserves the right to reject all proposals and seek new proposals when such procedure is deemed reasonable and in its best interest. The Village may seek clarifications from a potential consultant at any time, and failure to respond promptly may be cause for rejection. The Village also reserves the right to interview only those firms that the Village finds, in its sole determination, offer the most advantageous services, and to negotiate specifications, terms, and

conditions with one or more respondents to establish contract terms necessary or appropriate to the accomplishment of the purpose of this RFP and that are acceptable to the Village.

EXHIBIT A  
INSURANCE REQUIREMENTS

## **INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS PROVIDING PROFESSIONAL SERVICES**

\_\_\_\_\_ (insert name of Professional Contractor) shall maintain at a minimum the following insurance giving evidence of same to \_\_\_\_\_ (Village/Owner) on **the form of Certificates of Insurance, and copy of the Additional Insured Endorsement, providing 30 days' notice of cancellation, non-renewal or material change.** New York State licensed carrier is preferred; any non-licensed carriers will be accepted at the \_\_\_\_\_ (Village/Owner) discretion. The insurance carrier must have an A.M. Best Rating of at least A- IX. The insurance coverage limits set forth in Schedule below are minimum coverage requirements, not limitations of liability.

All policies shall maintain in full force and effect and uninterrupted during the term of this Agreement and for three (3) years from the termination of the \_\_\_\_\_ (insert name of Professional Contractor) services under this Agreement. With respect to any "claims made" policies, any retroactive date must be earlier than the commencement date of the work under this Agreement. If any of the Insurance Policies written on a "Claims Made" Basis are cancelled or non-renewed for any reason, then \_\_\_\_\_ (insert name of Professional Contractor) shall obtain, at its own cost and expense, Extended Reporting Period Coverage, AKA "Tail Coverage", for a period of no less than three years, which shall cover any and all claims relating to, or arising out of acts, omissions or events that took place during the term of this Agreement. Any failure to procure and/or maintain the types and level of insurance required of this Agreement constitutes a material breach of this Agreement and subjects (insert name of Professional Contractor) \_\_\_\_\_ to liability for damages, indemnification and all other legal remedies available to the District. All subcontractors must adhere to the same insurance requirements.

### **DESCRIPTON BOX/ADDITIONAL INSURED TO READ:**

\_\_\_\_\_ (Village/Owner), all elected and appointed officials, employees and volunteers using ISO Form CG2026 or equivalent including products and completed operations and contractual liability coverage are included as Additional Insureds. Additional Insured applies to General Liability, and Professional Liability\*. Insurance Coverage is to be primary and non-contributory to any insurance carried by any additional insured. Waiver of Subrogation is included on the Workers Compensation and General Liability in favor of the Additional Insureds.

\*If available under the Professional Liability.

#### **I. WORKER'S COMPENSATION AND NYS DISABILITY**

Coverage	Statutory
Extensions	Voluntary compensation All states coverage employers Employer's liability – unlimited Waiver of Subrogation in favor of all Additional Insureds

**INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS  
PROVIDING PROFESSIONAL SERVICES  
(CONTINUED)**

**II. COMMERCIAL GENERAL LIABILITY**

Coverage	Occurrence - 1988 ISO or equivalent	
Limits	General Aggregate	\$2,000,000
	Products-Comp/Ops Aggregate	\$2,000,000
	Personal & Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Damage to Premises rented to you	\$ 100,000
	Medical Expense (Any one Person)	\$ 5,000

Additional Insured \_\_\_\_\_, (Village/Owner) appointed and elected officials, employees and volunteers **using ISO forms ( or equivalent forms) CG2026 (Ongoing Operations) and CG 20 37 (Completed Operations) on a primary and non-contributory basis.**

Mandatory

- Contractual Liability extending to Hold Harmless.  
Contractual Liability Insurance is afforded per the definition of “insured contract” as defined in Form CG0001 with no endorsements that amend or restrict the definition of “insured contract”.
- Waiver of Subrogation is the favor of all additional insureds.
- Primary and non-contributory Additional Insured
- General Liability is to be primary and non-contributory to any insurance carried by any additional insured.

**III. AUTOMOBILE INSURANCE**

Coverage Standard New York policy insuring all owned, hired, and non-owned vehicles

Limits Minimum Limit - \$1,000,000 CSL

Additional Insured \_\_\_\_\_, appointed and elected officials, employees and volunteers on a primary and non-contributory basis.

**INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS  
PROVIDING PROFESSIONAL SERVICES  
(CONTINUED)**

**IV. UMBRELLA LIABILITY**

Coverage	Umbrella or Excess form providing excess of General Liability, Automobile liability
Minimum Limit	\$2,000,000
Additional Insured	_____ appointed and elected officials, employees and volunteers on a primary and non-contributory basis.

**V. PROFESSIONAL LIABILITY**

Coverage	New York State Approved Form
Minimum Limit	\$2,000,000 Each Occurrence / \$2,000,000 Annual Aggregate
Preferred Limit	\$3,000,000 Each Occurrence/\$3,000,000 Annual Aggregate
NOTE:	Limit can be made up of a primary and excess policy.
If Possible:	
Additional Insured	_____, appointed and elected officials, employees and volunteers on a primary and non-contributory basis.

**INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS  
PROVIDING PROFESSIONAL SERVICES  
(CONTINUED)**

**VI. HOLD HARMLESS:**

To the fullest extent permitted by law, the \_\_\_\_\_ (insert name of Professional Contractor) shall indemnify the \_\_\_\_\_, (Village/Owner) and its board members, officers and employees from and against all liabilities, regardless, or willful misconduct of the \_\_\_\_\_ (insert name of Professional Contractor), or its employees, agents, or subcontractors. Liabilities subject to the duty to indemnify include, without limitation, all claims, losses, damages, penalties, fines and judgements; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorney's fee and court costs. The \_\_\_\_\_ (insert name of Professional Contractor) shall have no obligation to indemnify where such liabilities are by the sole active negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then the Firm's indemnification obligation shall be reduced in proportion to the established comparative liability.

**The indemnification** provided by this Agreement shall be a continuing right to indemnification and shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement the \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Professional Contractor's Signature

\_\_\_\_\_  
(Please Print Name and Title)

Witness:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

EXHIBIT B  
NON-COLLUSIVE PROPOSAL CERTIFICATION

***NON-COLLUSIVE PROPOSAL SUBMISSION CERTIFICATION***

By submission of this proposal, each bidder and each person signing on behalf of any proposal certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in 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;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposed and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
3. No attempt has been made or will be made by the proposed to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

I, the undersigned, attest under penalty of perjury that I am an authorized representative of the Proposer and that the foregoing statements are true and accurate.

Name of Proposer: \_\_\_\_\_

Signature of  
Authorized  
Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_