

**TOWN OF KENT
TOWN BOARD MEETING
Tuesday, October 20, 2020**


Executive Session – 6:30 p.m.

to discuss proposed, pending or current litigation and matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

Workshop/Meeting – 7:00 p.m.

1. Pledge of Allegiance
2. Discussion and/or Vote on the following:
 - a. Lake Carmel Park District – bid for Community Center fence
 - b. Assessor – hiring of PT clerk
 - c. Promotion of Sanitation MEO
 - d. Contract renewal for Millennium Strategies
 - e. RFP for Architectural and Engineering Services
 - a. Bids for cleaning services
 - b. Approval of Vouchers and Claims
2. Announcements
3. Public Comment

quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient ground for a change in the price of that item.

Sport-Tech Construction Corp.	Date:	October 2, 2020
(Legal Name of Bidder)		
By: 		
(Authorized Signator)		
Robert Tranchida, secretary		
		Corporate Seal (if incorporated)

Section D
SPECIFICATIONS

The Town of Kent Lake Carmel Park District is looking for bids for fencing at the Lake Carmel Park District Community Center.

Lake Carmel Community Center Fencing

940ft new 4ft high commercial grade 6 gauge black chain link fence
2 ½" terminals – 2" line posts – 1 5/8" top rail and 2" x 6 gauge chain link
(2) 20ft wide welded steel double gates and (1) 8 ft wide double gate
4" gateposts and 7 gauge bottom tension wire

220 ft of new 12ft height commercial grade black coated chain link fence system (small wire fencing)
7 gauge bottom coil wire
2 ½" posts – 1 5/8" top & middle rail – 1 ¼" x 9 gauge chain link fabric

All posts set in concrete

Material: all piping, hardware and wire to be black

Old fence removal and clearing of fence line (trees and vines) by others

Bids should include the cost installed with Labor and Materials: \$

56,000⁰⁰



410 Route 22, Brewster, NY 10509 - Phone: (914) 232.1640 - Fax (914) 232-1802 - www.sporttechconstruction.com

Sport-Tech Construction is one of the Tri-State Area's premier builders of everything athletic. From tennis courts, basketball courts and baseball fields to running tracks & synthetic turf field facilities, Sport-Tech's attention to detail and high level of craftsmanship results in state of the art athletic facilities of the highest quality.

With over 30 years of combined experience, Sport-Tech Construction brings unparalleled experience to an ever-evolving industry. As a valued member of the American Sports Builders Association (ASBA), we pride ourselves on our high level of professionalism while continuing to provide the highest level of quality to our clients.

Servicing both the municipal and residential sector, Sport-Tech Construction promises the same level of care and personal attention to detail no matter how big or small the project. 30 years of client satisfaction along with maintaining the highest professional standards in the industry has allowed Sport-Tech to stay on top of such a competitive industry.

We are Licensed, Bonded and Insured in Westchester, & Putnam County

For more information or to see how Sport-Tech can help make your athletic dreams a reality, please contact us at (914) 232-1640.

For more information you, please go to our website www.sporttechconstruction.com

I would like to take this opportunity to introduce Sport-Tech Construction Corp. and Sport-Tech Acrylics Corp. With over 100 years of combined experience in building, repairing and maintaining recreational courts, fields and playgrounds, we are the premier source for everything recreation, including fencing.

From building football fields to resurfacing tennis courts, our knowledgeable and skilled team can help you with all of your recreational projects. We also have a fencing division to meet all of your fencing needs. We have performed work for many municipalities, school districts, colleges and private residences throughout the Tri-State Area.

With summer just around the corner, now is the best time to call and schedule your no cost, no obligation site visit 914-232-1640.

Please visit our website www.sporttechconstruction.com and visit us on our facebook page <https://www.facebook.com/sporttechconstruction/> to see some pictures of our latest projects.

Thank you,

Beth Golden, Office Manager
Sport- Tech Construction Corp. & Sport-Tech Acrylics Corp.

"The Tri-State area Premier builder of everything athletic"

MILLENNIUM

STRATEGIES

October 14, 2020

Honorable Maureen Fleming
Town of Kent Supervisor
25 Sybil's Crossing
Kent Lakes, NY 10512

RE: Continuation of Grant Research and Writing Services

Dear Supervisor Fleming:

Millennium Strategies is pleased to submit the following proposal to the Town of Kent for a continuation of grant consulting services. Millennium has had the privilege of serving the Town as its Grants Consultant since the Fall of 2019 and welcomes the opportunity to continue working with its staff. To date, we have secured \$376,140 in grant funding and built a positive base of knowledge from which we plan to work from in order to continue to strategically target and fund priority projects for the Town. Despite what has been a very different year than most, we submitted a diverse group of fifteen (15) grant applications, of which nine (9) applications remain under review by various funding agencies totaling \$112,521.16 in potential funding. We are also currently working on one (1) application and have planned many for 2021. Attached please find an up to date grants report detailing our efforts.

Millennium Strategies is pleased to provide the Town of Kent with this proposal for grant research and writing services. Celebrating our 15th Anniversary, Millennium is one of the most dynamic full-service grant consulting firms in the region. We currently represent over 90 municipalities, counties and non-profit entities in New York, New Jersey, and Pennsylvania. Since our inception, Millennium has procured over \$700 million in both public and private grant funding. In 2019, we successfully wrote \$16.3 million in grant awards for New York Municipalities, representing a significant return on investment for our clients. What sets Millennium Strategies apart is our comprehensive approach to grant research and grant writing. We help our clients meet their complex challenges by finding and securing federal, state, local and foundation-based funding for a wide range of projects which fall within the following categories:

- Arts and Culture
- Community and Human Services
- Disaster Recovery and Resiliency
- Downtown Revitalization
- Economic Development
- Environmental Planning
- Historic Preservation
- Open Space Preservation
- Parks and Recreation
- Public Safety
- Sustainability
- Tourism
- Transit Oriented Development
- Transportation Infrastructure

COMPANY PROFILE

Formed in 2005, Millennium Strategies has enjoyed providing comprehensive grant consulting services to our public sector and private clients. Our growth has been driven by our more than seventy-five (75) years of collective experience working extensively to secure and administer various funding and financing opportunities for our clients. We also share over thirty-five (35) years of experience working in the public sector at the highest levels of local, county, state and federal governments. This background has afforded us the opportunity to communicate not only with governmental entities, but also with private, corporate and philanthropic foundations to address our client's specific needs. Moreover, our team includes 2 dedicated research associates and 23 grant writers as well as the support staff necessary to meet the demands of timely, professional, and competitive submissions. Millennium would continue to work closely with your grant administration staff as well as the Town's contracted consultants to achieve your strategic vision for growth.

SCOPE OF WORK:

Millennium Strategies proposes to continue providing Grant Research and Writing Services to the Town of Kent which will include but may not be limited to the following activities:

- Creation of a Strategic Plan -- this process centers upon an evaluation of Kent's current funding efforts and includes the coordination of necessary meetings with administrators, department heads, supervisors and key personnel to determine short and long-term funding goals and an analysis of how best to achieve them with an ongoing effort to monitor new grant funding sources wherever available.
- Notification and updates on all available governmental and non-governmental funding opportunities – the Town of Kent will receive detailed memoranda of potential funding opportunities and an outline of the requirements and responsibilities to complete the grant application to produce the best possible product for submission. Millennium would only send opportunities that it deems worthy of consideration.
- Research, preparation, submission and appropriate follow up for all targeted governmental and non-governmental funding applications and the maintenance of an accurate system to track grant programs. Targeted funding programs will include various federal, state, local and charitable grants.
- Representation of the Town of Kent as a liaison with all appropriate grant officials, both public and private, pertaining to grant funding services that Millennium undertakes on your behalf;

COST ANALYSIS:

Millennium Strategies proposes to continue providing all of the services listed above for a monthly retainer of \$2,250 for a one-year contract, all inclusive. The total for this contract would not exceed \$27,000 over the twelve-month period. Our fees would include all travel time and expenses as well as attendance at all designated meetings. There are no hidden costs associated with our fee structure.

Millennium Strategies would enter into a contractual relationship with the Town of Kent as an independent contractor and would remain such for the duration of our contract. All members of Millennium Strategies are in good standing with all state and federal grant agencies. There have been no judgments, claims or suits ever filed against our company.

Please do not hesitate to contact me directly at (201) 230-8545 should you have any questions or require further information.

Sincerely,



Dave Jenkins
Director of Operations

Millennium Strategies LLC
445 Hamilton Avenue, Suite 1102
White Plains, NY 10601

This Agreement is made and entered into on October 14, 2020 between **MILLENNIUM STRATEGIES LLC** (herein referred to as “Consultant”) located at 445 Hamilton Avenue, White Plains, New York 10601 and the **TOWN OF KENT** (herein referred to as “Client”) located at 25 Sybil’s Crossing, Kent Lakes NY 10512.

SCOPE OF SERVICES

Consultant will provide full suite of Grant Research and Writing Services including but not limited to the following:

- Ongoing evaluation of the Town’s funding procurement efforts -- this process will include necessary meetings with key personnel to evaluate and determine past successes compared to future funding goals.
- Notification of all available governmental and non-governmental funding opportunities – The Town will receive detailed memoranda of potential funding opportunities that include an explanation of what Millennium Strategies will do and what the Town’s responsibilities are in order to complete the grant application and produce the best possible product for submission.
- Research, preparation (writing), submission and follow up including stakeholder support of all targeted available governmental and non-governmental funding applications.
- Acting as a liaison on behalf of the Town with stakeholder and governmental officials and their offices pertaining to grant and funding procurement services that Millennium undertakes on your behalf.

TERM

The term of this Agreement shall commence on November 1, 2020 and shall run through October 31, 2021.

COMPENSATION

Consultant shall receive a monthly retainer of \$2,250 to provide the services described above. Consultant’s fee is not contingent upon the successful awarding of funds for these grant applications. There are no hidden costs associated with this fee structure which includes all travel time and expenses.

**Millennium Strategies LLC
445 Hamilton Avenue, Suite 1102
White Plains, NY 10601**

HOLD HARMLESS

Each party hereby agrees to defend, indemnify and hold the other party harmless from any expense, loss, liability, or claim incurred directly or indirectly by the responsible party with respect to any actions or omissions, authorized or unauthorized, of such party, its employees, agents, servants, subcontractors, or assignees with respect to this Agreement. Indemnification shall include, but not be limited to fees, claims, demands, and losses, court costs, settlement costs, and counsel fees whatsoever the nature, without limitation.

ASSIGNABILITY

This Agreement is not assignable without the prior written consent of all parties.

BINDING

This Agreement shall be binding upon each party's successors or assignees.

LAW

The terms of this Agreement shall be governed by the laws of the State of New York.

DISPUTES

The parties hereto stipulate and agree that any dispute between them, whether equitable or legal relief is sought shall be venued in the Supreme Court of Putnam County. Each of the parties to this Agreement further stipulate and agree to the personal and subject matter jurisdiction of the Supreme Court of Putnam County, in such dispute or proceeding.

AGREED TO AND ACCEPTED BY:

Date:

MILLENNIUM STRATEGIES, LLC

10/14/2020

By:



Dave Jenkins, Director of Operations

Date:

TOWN OF KENT

By:

Maureen Fleming, Supervisor

MILLENNIUM

STRATEGIES

MEMORANDUM

TO: Town of Kent
FROM: Caleb Duncan
DATE: October 14th, 2020
RE: Monthly Activity Report
CC: Ed Farmer, Dave Jenkins

This memo will provide an overview of all work performed by Millennium Strategies on behalf of the Town of Kent during the current contract year. For more information, please contact Dave Jenkins or Caleb Duncan.

- **Grant Applications Approved, Funding Awarded**

Funding Program	Purpose	Award Amount	Month of Award
William G. Pomeroy Foundation – Historical Marker Grant Program	To fund a historical marker for Boyds Corners Reservoir	\$1,140	October 2020
NEIWPCC East of Hudson Community Wastewater Planning Assistance Grant Program	To fund a wastewater engineering study for Palmer Lake	\$375,000	July 2020

Grant Applications Approved, Funding Awarded: \$376,140

- **Grant Applications in Progress**

Application Due Date	Funding Program	Amount Available	Date Noticed
11/11/2020	Firehouse Subs Foundation – Public Safety Grant (Kent FD)	\$25,000	7/14/2020

- **Grant Applications Submitted, Pending Review**

Date Submitted	Funding Program	Purpose	Amount Requested	Estimated Response
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10/14/2020	Community Foundations of the Hudson Valley – John T. Sloper Community Grants Program (Kent Police)	To fund 2 new AED's for department apparatus	\$2,500	Winter 2020
8/28/2020	Target – Youth Soccer Program	To fund new goal posts for the youth soccer program	\$1,000	Winter 2020
8/24/2020	Lt. Joseph P. DiBernardo Memorial Foundation (Lake Carmel FD)	To fund 10 personal safety rope systems	\$4,470	Fall 2020
8/19/2020	Firehouse Subs Foundation – Public Safety Grant (Lake Carmel FD)	To fund a Power Load system for the LCFD ambulance	\$25,000	Fall 2020
7/28/2020	Community Foundations of the Hudson Valley – John T. Sloper Community Grants Program (Kent Volunteer FD)	To fund 2 new AEDs for Chief's apparatus	\$2,500	Winter 2020
7/28/2020	Community Foundations of the Hudson Valley – John T. Sloper Community Grants Program (Lake Carmel FD)	To fund electronic patient technology for the department's ambulance	\$2,500	Winter 2020
5/28/2020	DOJ – Bulletproof Vest Partnership (BVP) Program	To seek reimbursement for bulletproof vests	\$1,800	Summer 2020

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5/15/2020	National Endowment for the Humanities (NEH) – Infrastructure and Capacity Building Challenge Program	To fund the construction of a dedicated archives and research facility for historical preservation	\$62,751.16	December 2020
1/31/2020	IMLS Collections Assessment Program	To fund a collections assessment report for Town of Kent historical documentation and artifacts	\$10,000	April 2020 – <i>On Hold Due to COVID-19</i>

- **Grant Applications Submitted, Funding Not Awarded**

Date Application Submitted	Funding Program	Purpose	Amount Requested
7/5/2020	William G. Pomeroy Foundation – Historical Marker Grant Program	To fund a historical marker for the General Store	\$1,140
7/5/2020	William G. Pomeroy Foundation – Historical Marker Grant Program	To fund a historical marker for the Kent-Fishkill Baptist Church	\$1,140
6/24/2020	FM Global Foundation – Fire Prevention Grant Program (Lake Carmel FD)	To fund tablets and networking services for first responding apparatus	\$3,884.52
4/6/2020	NY Preservation League Preserve New York Grant Program	To fund a Building Condition Report for the one-room schoolhouse	\$3,360
3/12/2020	FEMA Assistance to Firefighters Grant Program (Kent Volunteer Fire Department)	To fund new SCBA equipment	\$168,169

- **Other Grant Opportunities Recommended:**

Due Date	Funding Program	Amount Available	Date Noticed	Notes/Status
2020 CFA – Deadline TBD	NYSDEC Climate Smart Communities	\$2,000,000	4/30/2020	On Hold

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2020 CFA – Deadline TBD	NYS Office of Parks, Recreation, and Historic Preservation (Park Development)	\$500,000	4/30/2020	On Hold
2020 CFA – Deadline TBD	NYS Office of Parks, Recreation, and Historic Preservation (Historic Preservation)	\$600,000	4/30/2020	On Hold
2020 CFA – Deadline TBD	NYSDEC Water Quality Improvement Grant Program – Nonpoint Source Pollution	\$1,000,000	4/30/2020	On Hold
2020 CFA – Deadline TBD	NYSDEC Water Quality Improvement Grant Program – MS4 Category (Vacuum Truck)	\$1,000,000	4/30/2020	On Hold
2020 CFA – Deadline TBD	NYS Council of the Arts	\$500,000	4/30/2020	On Hold
2020 CFA – Deadline TBD	Bridge NY Program (Nimham Road Bridge/Culvert Repairs)	\$339,070	11/1/2019	On Hold
2020 CFA – Deadline TBD	Bridge NY Program (Mooney Hill Bridge/Culvert Repairs)	\$305,730	11/1/2019	On Hold
2020 CFA – Deadline TBD	Bridge NY Program (Lake Louise Drive Bridge/Culvert Repairs)	\$314,730	11/1/2019	On Hold
2020 CFA – Deadline TBD	Bridge NY Program (Kentshore Drive Bridge/Culvert Repairs)	\$306,820	11/1/2019	On Hold

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STRATEGIES

2020 CFA – Deadline TBD	Bridge NY Program (East Boyds Road Bridge/Culvert Repairs)	\$311,090	11/1/2019	On Hold
2020 CFA – Deadline TBD	Bridge NY Program (Dean Road Bridge/Culvert Repairs)	\$270,480	11/1/2019	On Hold
2020 CFA – Deadline TBD	NYS DEC – Non-Agricultural Nonpoint Source Planning Grant Program	\$30,000.00	12/5/2019	On Hold
2020 CFA – Deadline TBD	Office of Parks, Recreation, and Historic Preservation (OPRHP) – Environmental Protection Fund Grants Program for Parks, Preservation, and Heritage (EPF)	\$75,000.00	12/5/2019	On Hold
2020 CFA – Deadline TBD	Environmental Facilities Corporation – Green Innovation Grant Program (GIGP 9)	No Determined Max	12/5/2019	On Hold
2020 CFA – Deadline TBD	Empire State Development – Market New York (ESD MNY)	No Determined Max	12/5/2019	On Hold
2020 CFA – Deadline TBD	Empire State Development – New York Main Street Grant Program	Planning - \$20,000.00 Implementation - \$500,000.00	12/5/2019	On Hold
2020 CFA – Deadline TBD	NYS Division of Local Services – Local Government Efficiency (LGE) Grant Program	\$200,000.00	12/5/2019	On Hold
2020 CFA – Deadline TBD	NY Department of State – Local Waterfront Revitalization Program	No Determined Max	12/5/2019	Determined Ineligible

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2020 CFA – Deadline TBD	NYS Department of State – Brownfield Opportunity Area Program	\$300,000.00	12/5/2019	On Hold
2020 CFA – Deadline TBD	NYS Council on the Arts – Arts and Culture Initiatives	\$75,000.00	12/5/2019	On Hold
2020 CFA – Deadline TBD	NYS Urban Development Corporation – Empire State Development Grant (ESD)	20% of Total Project Costs	12/5/2019	On Hold
2020 CFA – Deadline TBD	NYS Urban Development Corporation – Empire State Development Grant (ESD) Strategic Planning and Feasibility Studies	\$100,000.00	12/5/2019	On Hold
2020 CFA – Deadline TBD	NYS DEC/EFC Wastewater Infrastructure Engineering Planning Grant	\$30,000.00	12/5/2019	On Hold
<i>Rolling</i>	New York State Pollution Prevention Institute (NYSP2I) – Food Waste Reduction and Diversion Reimbursement Program	Up to 44% of eligible project costs	8/24/2020	No Response
<i>Rolling</i>	Cop Tech Forum Grant	100% of airfare, travel, meals, conference fees	7/20/2020	No Project Identified
<i>Rolling</i>	Spirit of Blue – Safety Grant Program	No Determined Max	7/20/2020	No Response
<i>Rolling</i>	NYS Division of Criminal Justice (DCJS) – Soft Body Armor Grants Program	Varies	7/20/2020	No Project Identified

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STRATEGIES

<i>Rolling</i>	NYS DOS – Municipal Restructuring Fund Program (MRF)	Varies	6/22/2020	Suspended
<i>Rolling</i>	NYS DOA – Municipal Agriculture and Farmland Protection Planning Grant	\$50,000	6/22/2020	No Response
<i>Rolling</i>	First Responders Children's Foundation (FRCF) – Industry Grants	No Determined Max	6/22/2020	No Project Identified
<i>Rolling</i>	US Tennis Association (USTA) – Facility Assistance Program	Varies	5/20/2020	No Project Identified
<i>Rolling</i>	The Home Depot Foundation – Community Impact Grants	\$5,000	3/16/2020	Suspended
<i>Rolling</i>	NYSDEC Municipal Waste Reduction and Recycling Grant Program	\$2,000,000	1/28/2020	No Response
<i>Rolling</i>	NY Power Authority – Energy Assessment Program (Audit of Municipal Facilities)	Varies	1/28/2020	No Project Identified
<i>Rolling</i>	NYS Department of Agriculture and Markets – Municipal Agricultural and Farmland Protection Planning Grant	\$25,000.00	11/25/2019	No Response
<i>Rolling</i>	Good Sports Foundation – Equipment Grants	\$10,000.00	11/21/2019	No Project Identified

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<i>Rolling</i>	NYSDEC Zero-Emission Vehicle Infrastructure Grant Program	\$500,000.00	11/21/2019	No Project Identified
12/31/2021	NYSERDA – Charge Ready NY	\$200,000	7/27/2020	No Response
12/14/2020	National Endowment for the Humanities (NEH) – Preservation Assistance Grants (PAG)	\$10,000	10/5/2020	No Response
11/13/2020	FEMA AFG-S (Round 2)	\$1,000,000	10/7/2020	No Project Identified
11/11/2020	Firehouse Subs Foundation – Public Safety Grant (Kent PD)	\$25,000	9/8/2020	No Response
10/30/2020	Gametime Foundation – Playground Grants	No Determined Max	10/24/2019	No Project Identified
10/28/2020	NYS DCJS – LIVESCAN Equipment Grants Program	\$15,000	9/29/2020	No Project Identified
10/6/2020	NYS Education Department – State Aid for Library Construction Grant Program	No Determined Max	8/3/2020	No Response
9/30/2020 (LOI Deadline)	NYS Department of Homeland Security and Emergency Services (DHSES) – Flood Mitigation Assistance (FMA) Grants Program	\$600,000	9/21/2020	No Response

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9/30/2020 (LOI Deadline)	NYS Department of Homeland Security and Emergency Services (DHSES) – Building Resilient Infrastructure and Communities (BRIC) Grants Program	No Determined Max	9/21/2020	No Response
9/30/2020	FM Global Foundation (Kent Volunteer FD)	\$4,000	7/14/2020	No Response
9/18/2020	Aftermath – K9 Grants Program	\$5,000	9/8/2020	No Response
9/15/2020	555 Firefighter Fitness, Inc. – Strength is Our Foundation Grant	In-kind donation of exercise equipment	6/22/2020	No Project Identified
8/18/2020	National Endowment for the Arts (NEA) – Our Town	\$150,000	5/11/2020	No Response
7/24/2020	NYS DEC – Zero-Emission Clean Vehicle (ZEV) Grant	\$250,000	6/22/2020	No Response
7/24/2020 (LOI Deadline)	People for Bikes – Community Grant Program	\$10,000	5/11/2020	No Response
6/1/2020	Child Passenger Safety (CPS)	\$40,000	4/1/2020	No Project Identified
6/1/2020	Police Traffic Services (PTS)	\$46,000	4/1/2020	No Project Identified

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5/29/2020	NYSP2I Community Grants Challenge	\$20,000	4/6/2020	No Response
5/15/2020	FEMA SAFER	Varies	4/13/2020	No Project Identified
5/15/2020	FEMA AFG-S	\$1,000,000	4/28/2020	No Project Identified
5/11/2020	US Department of Agriculture (USDA) – Farmers Market Promotion Program (FMPP)	\$500,000	3/16/2020	No Response
1/21/2020	NYS Archives Local Government Records Management Improvement Fund	\$75,000.00	11/21/2019	No Action Authorized
1/17/2020	People for Bikes Foundation	\$10,000.00	11/25/2019	No Project Identified
1/13/2020	NYS DCJS LiveScan Program	\$10,000.00	12/17/2019	Determined Ineligible

ADVERTISEMENT FOR REQUEST FOR PROPOSALS
TOWN OF KENT
SEEKING PROPOSALS
FOR
ARCHITECTURAL AND ENGINEERING SERVICES

PLEASE TAKE NOTICE that the Town of Kent is seeking proposals from experienced and qualified firms to provide on call architecture and engineering services. Requests for proposals will be received by the Town of Kent at the office of the Town Clerk , Kent Town Center, 25 Sybil's Crossing, Kent Lakes, New York 10512 until 12:00 noon on _____ and then at said place be publicly opened and read aloud.

Copies of information for those persons submitting proposals (hereinafter, "bidders") including Information for Bidders, General Conditions, Specifications, non-collusive bidding certification and other documents including as part of this request for proposal (RFP) may be obtained at the Office of the Town Clerk, Town Hall, 25 Sybil's Crossing, Kent, New York. This information will also be posted on the Town of Kent website at www.townofkentny.gov.

The Town of Kent, hereinafter called the "Town", reserves the right to reject any or all proposals and to waive and formality or technicality in any request for proposal in the interest of the Town.

STATEMENT OF NON-COLLUSION:

Bidders on the Contract are required to execute a non-collusion bidding certificate pursuant to Section 103(d) of the General Municipal law of the State of New York.

STATEMENT OF EQUALITY:

The Town of Kent hereby notifies all persons submitting proposals that it will affirmatively insure that in regard to any Contract entered into pursuant to this advertisement, qualified bidders will be afforded full opportunity to submit request for proposals in response to this invitation and will not be discriminated against on the grounds of race, creed, color, national origin, sex, age, disability or marital status in consideration for an award.

Dated: October _____, 2020

BY ORDER OF THE TOWN BOARD
TOWN OF KENT

YOLANDA D. CAPPELLI, Town Clerk

TOWN OF KENT
COUNTY OF PUTNAM

INSTRUCTIONS TO BIDDERS

REQUIREMENTS OF REQUEST FOR PROPOSAL AND DELIVERY

**ALL PROPOSALS MUST BE SUBMITTED ON THE FORMS ANNEXED HERETO AND IN
ACCORDANCE WITH PROVISIONS CONTAINED HEREIN.**

1.0 Receipt and opening of request for proposals.

The Town of Kent invites proposals from qualified firms for On Call Architectural and Engineering Services, as more fully described in the "General Conditions". Proposals will be received at the office of the Town Clerk until the time stated in the Advertisement for Request for Proposals, and then at said place will be publicly opened and read aloud. Proposals received after the specific time will not be considered. A Proposal may be withdrawn prior to the specified time for public opening. No Proposal may be withdrawn after the time set for public opening. If the proposal is sent by mail, the Vendor shall be responsible for actual delivery of the proposal to the proper office before the deadline. Any proposal received after the deadline by any delivery method will not be opened.

2.0 Complete Proposals Required.

Vendors are required to provide all of the information requested in this RFP as well as any additional information or alternates requested. It is the Bidders responsibility to address all requested information thoroughly and to articulate clearly the benefits of the proposed service in meeting the needs of the Town of Kent and the evaluation criteria established in this document. While the Town of Kent may solicit additional information during the evaluation of the RFPs, the Town of Kent will not be responsible for any omissions on the part of the Bidder. Vendors are cautioned to read the requirements carefully and follow the response format of this Request for Proposal as any deviation from the format and requirements listed, may be cause for rejection. No proposal will be accepted which contains any changes, additions, omissions or erasures, unless otherwise stated.

3.0 Number of Copies.

Bidders are requested to submit THREE (3) paper copies of their proposals and one digital copy. Digital copies must be submitted on either a CD/DVD or a USB flash drive. All digital proposals must be submitted in wpd.,doc. or PDF format.

4.0 Preparation of Proposal.

- 4.1. Sealed envelope. Each bid shall be prepared on the forms contained herein, and the required number of copies submitted in one or more sealed opaque envelope(s). The envelope shall have the following information on the outside.

- (4.1.1) Proposal for "On Call Architectural and Engineering Services" with attachments.

- (4.1.2) The name and address of the person/firm submitting the Proposal.

- 4.2. Proposals which are forwarded by mail must be enclosed in a separate envelope addressed as follows:

Proposal for: On Call Architectural and Engineering Services
Town of Kent
Attn: Town Clerk
25 Sybil's Crossing
Kent Lakes, New York, 10512

- 4.3. Form of proposal. All blank spaces on the Fee Schedule and Hourly Billing Rates form must be filled in. All prices provided on the Form, and accompanying sheets must be specified in both words and figures. Proposals must be signed in ink by the bidder and properly acknowledged as specified on the form. Proposals which are incomplete, conditioned, or which contain additions not called for, erasures, alterations, ambiguities or irregularities of any kind may be rejected as informal. Narratives or additional information provided by the bidder shall be in a legible font size, which typically shall be a 12 point font.
- 4.4. Non-collusion certification. Each Proposal must be accompanied by a non-collusion certification as required by General Municipal Law Section 103(d). The certification shall be signed by the bidder. A copy of non-collusion certification is annexed hereto.
- 4.5. The Proposal shall include the following information:
 - Sealed envelope properly labeled
 - Written Proposal including all information requested under Item 5, below
 - Fee Schedule and Hourly Billing Rates
 - Non-collusion certification
 - Bidder Information Form
 - Municipal References
 - Disclosure of Interests Form

5.0 Proposal Content

On a separate sheet provide a description of your firm, the firm's capabilities and experience, including the following information.

- 5.1. Name, Address, and Telephone number of the Architect/Engineer (include local office address if different).
- 5.2. Name of Contact Person, Address and Telephone number.
- 5.3. Narrative about the history of the firm.
- 5.4. Date of inception.
- 5.5. Detailed resume of persons proposed to work directly with the Town of Kent.
- 5.6. Provide detailed resumes and indicate level of responsibility of each person (professional staff only). Resumes are to include educational qualifications and previous work assignments that relate to this RFP. Additionally, resumes should note any publication experiences of personnel, special training or education of personnel, etc.
- 5.7. Narrative about the resources of the Firm.
- 5.8. A description of Clerical and Support Staff.
- 5.9. Technology Support - Computers, Printers and other equipment.
- 5.10. Expectations regarding adequate notice for meetings with Town personnel.
- 5.11. Any potential conflicts of interest in representing the Town.
- 5.12. Experience with the areas described under "General Conditions" and "Specifications" contained herein.
- 5.13. Identify all municipal entities that you currently represent.

- 5.14. Identify all municipal entities that you have represented in the past seven years.
- 5.15. Other information that the proposer may wish to provide.

6.0 Reference Evaluation.

A listing of five current or recent references of similar work must be furnished along with the proposal. Include the name, telephone number, and address of a contact person who may be contacted for verification of all data submitted. The following criteria (6.1 through 6.5) may be considered either satisfactory or unsatisfactory and may be used as relevant inquiries of each reference.

- 6.1. Overall performance: Would you hire this firm again? Did they show the skills required to complete the required tasks? Were the right professionals assigned to the case?
- 6.2. Timetable: Were the projects completed within the specified time? Were the interim deadlines met in a timely manner? Were telephone calls returned in a timely manner?
- 6.3. Completeness: Were the professionals responsive to client needs? Did they anticipate problems? Were the problems solved quickly and effectively?
- 6.4. Budget: Were issues resolved within the estimated cost?
- 6.5. Working Relationship: Were the professionals readily available, knowledgeable, thorough, creative and result-oriented?

7.0 List of Architects and Engineers.

Bidder is required to provide a listing of engineers on any contract which results from this RFP.

8.0 Conflicts of Interest.

As part of your submission, list any potential conflicts your firm might have due to work being done for outside parties. This should include but not be limited to private developers working in the Town of Kent or other work being done by your firm with others doing business in the Town.

9.0 Form of Proposal

The Proposal submitted should include the following information regarding the hourly cost of engineering services:

- 9.1. On a separate sheet provide a detailed hourly fee schedule showing the rates for each of the professional or clerical staff for each individual that will be providing services to the Town
- 9.2. On a separate sheet provide a list of any miscellaneous costs for which the firm may seek reimbursement including:
 - Copying
 - PhotographsOvernight delivery at actual cost, however, reimbursement for overnight delivery shall not be made unless the matter is time sensitive
- 9.3 Identify any exceptions to the list of out-of-pocket costs for which the firm may seek reimbursement, however a reasonable cost cannot be determined at this time such as expert witness fees.

10.0 Addenda and Interpretation.

No interpretation of the meaning of the specifications or other RFP documents will be made to any bidder orally. Every request for such interpretations should be in writing addressed to the Town Clerk of the Town of Kent, 25 Sybil's Crossing, Kent Lakes, New York, 10512, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum to the specifications which, if issued, will be sent by facsimile and e-mail to all prospective bidders (at respective address furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of the proposals. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his proposal submitted. Any addenda so issued shall become part of the contract document.

11.0 Duration of Proposal

Prices and Proposal shall remain firm and effective for at least sixty (60) days from the date of the opening of Proposals.

12.0 Proposal Price.

The prices quoted are to include the complete cost of providing the specified item including taxes, and all other incidental charges. It is expressly called to bidders' attention that Proposals are to be complete in all respects and that no extras of any kind be allowed. Prices shall be quoted as written in numbers and words. Where discrepancies occur, the words will govern.

13.0 Taxes.

The Proposal price shall not include any excise or sales taxes from which the municipalities are exempt.

14.0 Municipality's reservation rights.

It is the Town of Kent's intention that the Proposal will be awarded based on a combination of qualifications and Proposal price. The municipality reserves the right to select the Proposal, or any separate part thereof if separable, the acceptance of which will best serve the interest of the municipality or to reject any and all Proposals and to re-advertise for Proposals. The municipality specifically reserves the right to waive any informalities of the Proposals tendered.

15.0 Liability of Errors.

While the Town of Kent has used considerable efforts to ensure an accurate representation of information in this RFP, all Bidders are urged to conduct their own investigations into the material facts and the Town of Kent shall not be held liable or accountable for any error or omission in any part of this RFP.

16.0 Selection of Proposal.

The Town of Kent reserves the right to select a proposal other than the proposal with the lowest cost, reject any and all proposals, to waive defects in the submission whether substantial or otherwise, request modifications to proposal, to award a contract in part or in full, or not at all.

17.0 Financial Stability.

The successful Bidder must demonstrate financial stability. The Town of Kent reserves the right to conduct independent background checks to determine the financial strength of any and all organizations or individuals submitting proposals.

18.0 Qualifications of bidders.

The municipality may make such investigations as it deems necessary to determine the ability of the bidder to supply the items, and the bidder shall furnish the municipality all such information and data for this purpose as the municipality may request. The municipality reserves the right to reject any Proposal if the evidence submitted by or investigation of such bidder fails to satisfy the municipality that such bidder is properly qualified to supply the items. Conditional Proposals will not be accepted.

19.0 Shortlist.

Unless there is a single successful Bidder based on the responses, the evaluation procedure will be to develop a shortlist based on the stated evaluation criteria. The shortlist of Bidders may be asked to participate in an interview/prepare a presentation and/or provide additional information prior to the final selection.

20.0 Reimbursement of RFP Costs.

Costs associated with the preparation of a proposal, including but not limited to any transportation costs to any subsequent interviews shall be the sole responsibility of the bidder.

NOTE: Additional requirements may be found in the "General Conditions" and "Specifications" annexed hereto.

TOWN OF KENT
COUNTY OF PUTNAM

GENERAL CONDITIONS

SECTION A - PROJECT SPECIFICATIONS

1. OBJECTIVE

The Town of Kent is seeking to retain one or more qualified Firm(s) or Team(s) to provide professional engineering and architectural services as described herein for various Town funded projects and grant opportunities including, but not limited to, facility, highway, bridge, and traffic engineering and design projects. This Request for Proposals (RFP) is intended to result in the selection of providers of Architectural/Engineering Services to be placed on a qualified suppliers list to provide services on an as needed basis.

The Town of Kent reserves the right to add a future open enrollment opportunity for vendors not on the initial on-call consultant services list at any time throughout the contract.

2. TERM OF CONTRACT

This contract shall commence January 1, 2021 and will terminate three (3) years thereafter on December 31, 2023. This contract may be renewed for two (2) consecutive one-year periods at the discretion of the Town.

3. PRE-PROPOSAL CONFERENCE

There will not be a pre-proposal conference for this solicitation.

4. SCOPE OF SERVICES

These services may include, but not necessarily be limited to, programming; testing; performing studies; MS4 administration/implementation; providing preliminary designs; design improvements and modifications, site inspections, construction documents, plans, specifications, cost estimates, reports and construction administration for various architectural and engineering projects.

Vendors are not required to submit a proposal for all services. Vendors should indicate the specific service(s) listed below that are included in their proposals.

The successful vendor(s) shall provide a project management team experienced in all of the services categories in their proposal and assume responsibility for all tasks performed by the vendor(s), including their subcontractors and sub consultants. The Firm will be expected to utilize staff as described in the proposal. For assignments that require specialized services not included within the proposal, the Firm o.t: Team will be permitted to propose subcontractors or sub consultants for the particular assignment. The subcontractors or sub consultants shall be approved by the Town of Kent.

Projects may involve the following professional services on an on-call basis:

Architectural:

Full design services
Landscape design
Interior Design
Space Analysis/Design

Engineering:

Structural Engineering:

Bridge and Culvert Design
Perform load-rating of existing structures
Design, Structural repair/modifications to bridges, culverts, buildings, etc.
Peer review of bridge and culvert plans

Hydraulic/Hydrologic Engineering:

Bridge and culvert hydraulic studies
Culvert design and analysis
Open and closed drainage system design and analysis
Watershed studies
Storm water management design and analysis
Review permit application plans

Geotechnical Engineering:

Perform subsurface investigations including probes and soil borings
Design and analyze retaining structures
Perform slope stability analysis
Design deep and shallow foundation systems

Environmental Services:

Hazardous materials screening, testing and mitigation design
Cultural resource assessments and studies
Threatened and endangered species screening, testing and studies
Wetland delineation and permitting activities
Erosion and pollution control design and analysis
Storm water Pollution Prevention Plan (plans, permitting and inspections)

Traffic Engineering:

Level of Service Analysis
Traffic counts
Signalized intersection design and analysis
Accident investigation studies

Sanitary Engineering:

Analysis of existing dams and design of new dams

Mechanical Engineering:

Design, repair/modifications to new or existing systems
 Air handling, distribution and ventilation systems (these should all be sub-listings)
 Fire Protection Systems
 Gas Systems

Electrical Engineering:

Design, repair/modifications new or existing electrical systems
Electrical main switchgear and power systems (these should all be sublistings)
Lighting systems
Fire Detection and Alarm Systems
Security systems

Construction Administration:

Assistance in construction bid proceedings
Review of shop drawings
Providing design response to unanticipated or changed field conditions
Analysis and participation in proposed design changes
Ongoing interpretation and classification of design plans

Construction Inspection:

Construction management and inspection
Providing supplemental inspection staff
Plant inspection of pre-cast concrete or structural steel fabrication
Concrete field testing (concrete air and slump tests)
Concrete compression testing (cylinder tests)
Soil compaction tests
Asphalt or soil nuclear density testing

Surveying:

Property Boundary Surveying
Preparing property acquisition maps and deeds
Peer review of acquisition maps and deeds
Field stake-out of property boundaries
Construction stake out

Geographic Information Systems (GIS)/ Global Positioning System Services (GPS):

Consulting
Data Capturing/mapping

Road and Highway Engineering.

5. PROJECT DIRECTION

The services outlined in this RFP may be utilized for all Town Departments.

The Town reserves the right to issue RFP's or quotes for any work if it feels it is in the best interest of the Town of to do so. The lists will also be used for assigning urgent or emergency work under a declared emergency.

6. MINIMUM REQUIREMENTS

This Request for Proposals is intended to provide interested vendors with an opportunity to demonstrate their ability to perform the required tasks. The content of the proposal should respond to the following:

A brief understanding of the 'on-call' nature of the work Project Organization Chart depicting the key personnel from Prime and sub-consultant firms and their proposed roles

Form SF-330

Prime vendor and all staff must be authorized by the State of New York to practice Architecture and/ or Engineering as appropriate and assigned staff must be appropriately licensed by the State of New York. Vendor must be able to generate computer aided designs or drawings (CAD). For environmental assessments, personnel must have the necessary asbestos and/ or other certifications

All surveying and Right-of-Way mapping shall be performed by a firm authorized to provide professional land surveying in the State of New York and by a New York State licensed Land Surveyor Vendor should be familiar with New York-City DEP and New York State DEC regulations and New York State DOT Design Procedures and Standards

All work shall assigned be comply with all local, state and federal rules and regulations.

7. COST PROPOSAL

Cost Proposal Form can be found in Section C of this RFP. Vendors should submit a schedule of hourly billing rates for technical and support staff for the proposed Architectural/ Engineering services. Vendors are to submit an hourly rate for each year of the contract term. Vendors should also include cost to third party services that may arise during the course of a project In addition, list any discounts available.

The Fee Proposal forms may be modified if the exact titles do not match with your company's services

Vendors are advised it is not necessary to submit a cost proposal for all disciplines.

Vendors should include any relevant value-added services or products that will be provided to the Town which is not priced in this proposal, but which will enhance the acquisition process with the technical proposal.

The schedule of hourly billing rates for technical and support staff submitted shall be used as the basis of negotiation for projects assigned or quoted during each year of the term of the Qualified Suppliers List.

8. PROPOSAL EVALUATION

The following criteria may be used to evaluate proposals:

Qualifications of management/ supervisory personnel and project team

Past history working for municipalities

Representative projects

Experience with regulatory agencies

Financial proposal

These criteria ate general in nature and may be used to develop a more detailed evaluation work sheet.

Vendors who submit a proposal in response to this RFP may be required to give an oral presentation to explain the proposal to the Evaluation Committee. This will provide an opportunity for the vendor to clarify or elaborate on the proposal.

9. Contract.

- 9.1 Acceptance of Proposal. The Town of Kent may at its option notify a Bidder in writing that its proposal has been accepted and such acceptance shall at the Town of Kent's option constitute the making of a formal contract for the services set out in the RFP. Alternatively, the

subsequent full execution of a written contract shall constitute the making of a contract for services, and no Bidder shall acquire any legal or equitable rights or privileges whatsoever relative to the services until the Town of Kent has delivered either a signed notice in writing to the Bidder or a fully executed written Contract to the Bidder.

- 9.2. The Town desires to enter into a professional services Contract, in the general form attached to this RFP. Within twenty-one days of the issuance of a notice of award, the Contractor shall execute a Professional Services Contract, in the form attached hereto or as may be amended by mutual agreement, for the performance of the serviced identified in this Proposal.
- 9.3 Unless otherwise agreed for a specific task and based on time and material in accordance with the submitted hourly fee schedule, compensation for services rendered will be monthly.
- 9.4 Duration. It is intended that his Contract will be for a 3 year term.
- 9.5 Contractual Relationship. No contractual relationship that results from this request for this proposal shall impose any liability or duty on the Town of Kent for the acts, omissions, liabilities or obligations of the consulting Attorney, or any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of the consulting Attorney, or for the payment of taxes or benefits of any nature including, but not limited to, health insurance, sales tax, unemployment insurance, worker's compensation, disability benefits and social security.
- 9.6 Use of Other Architectural and Engineering Services. Any contractual relationship that results from this request for Proposals shall in no way limit whatsoever the Town's rights and abilities to use other architects or engineers to provide architectural or engineering services for any reason.
- 9.7 Payment. Not more frequently than monthly the successful bidder shall submit an invoice for payment of services. The invoice shall also include a detailed description of all services rendered by the firm for the proceeding month, the task for which reimbursement is sought, the dates on which the work was performed, and the time spent for which reimbursement is sought. The firm shall at all times maintain a detailed log of time, task, activities and expenses for which payment is sought. The invoice shall be accompanied by a Town of Kent voucher form, completed in all respects by the firm seeking payment. No invoice shall be submitted, and no compensation shall be paid for work that was completed three months prior to the date that the invoice was received by the Town of Kent.
- 9.8 Negotiation Delay. If any contract cannot be negotiated within sixty (60) days of notification to the designated Bidder, the Town of Kent may terminate negotiations with that Vendor and negotiate a contract agreement with another Vendor of its choice.
- 9.9 Subcontracting. The successful Bidder shall not assign or transfer any part of the contract, or any right or privilege granted hereunder, without the prior written consent of the Town of Kent.

10. General Requirements of Services.

- 10.1 The firm(s) shall provide monthly billing statements based on logs kept by any individual for which payment is sought, which clearly indicate personnel and work performed, with dates and hours, categorized for each item on the list of services.

- 10.2. The selected firm(s) will be expected to provide the Town with copies of all work product without limitation which shall include opinions, reports, analyses, correspondence, and any other documents produced in connection with the consulting relationship with the Town in printed form as well as in electronic form, as requested. The Town shall own all rights, title and interest, including all copyrights and intellectual property rights, to all documents that are created in connection with the consulting relationship with the Town. The firm(s) shall provide all material prepared for each work project to the Town directly. No information shall be released to any party other than the Town without the approval of the Town.

11.0 Insurance.

- 11.1 It is a requirement of the Town of Kent that the Bidder shall procure and maintain at his own expense, and without expense to the Town of Kent, the insurance specified in this RFP, and shall maintain said insurance for all work performed pursuant to any contract which results from acceptance of a proposal submitted pursuant to this RFP. The Contractor shall file with the Town of Kent, within fourteen (14) days of the issuance by the Town of a notice of award, proof of insurance, as described herein, in a form acceptable to the Town. The insurance certificate evidencing the required insurance coverages shall include a provision that such insurances shall not be cancelled without 30 days prior written notice to the Town, and shall list the Town as additionally insured.
- 11.2 The consulting firm, its agents, employees, contractors and subcontractors shall comply with all applicable State, federal and local laws, rules and regulations, including, but not limited to;
- 11.2.1 Worker's compensation insurance;
 - 11.2.2 Comprehensive general insurance; and
 - 11.2.3 Automobile liability insurance (including contractual liability coverage);
 - 11.2.4 Professional liability insurance;
 - 11.2.5 Minimum wage requirements;
 - 11.2.6 Unemployment insurance requirements of the Labor Law;
 - 11.2.7 Federal and state employment taxes.

12.0 Miscellaneous Provisions.

- 12.1 Compliance With Laws. This RFP and any contract entered into between the Bidder and the Town of Kent shall be governed by and in accordance with the laws of the State of New York and the United States of America. The Vendor shall comply with all the laws applicable to the work or the performance of work in this RFP. Conviction of any violation of Federal, State or Local Law shall be reasonable cause for the Town of Kent to terminate any contract.
- 12.2 Labor Law. Prevailing Wages. The successful Bidder, at its sole cost and expense, shall comply with all provisions of the New York State Labor Law, especially as it pertains to the payment of prevailing wage's including, without limitation, Articles 8, 8-A and 9 thereof, the lien of law, the worker's compensation law and all other laws or ordinances affecting this Contract.
- 12.3 Employees. Each employee of the successful Bidder shall be a citizen of the United States or an alien who has been lawfully admitted to the United States for permanent

residence, as evidenced by an alien registration receipt card. The Bidder will supervise and train its staff to perform their duties and to conduct themselves in an orderly and professional manner at all times.

- 12.4 The firm shall provide its own electronic equipment, library, clerical, professional and support staff necessary to provide the services described herein.
- 12.5 Record Keeping. The selected firm shall maintain complete records and files on any matter in which they have rendered services to the Town. All such records compiled by the firm pursuant to any contract in furtherance of this RFP shall revert to the Town of Kent upon termination of the contract.

**FEE FOR ON CALL ARCHITECTURE AND ENGINEERING
SERVICES PROPOSAL FORM**

TO: TOWN OF KENT, NEW YORK

THE UNDERSIGNED HAVING A PRINCIPAL PLACE OF BUSINESS AT:

AND BEING RESPONSIBLE AND EXPERIENCED FOR THE PERFORMANCE OF SAME, AGREES TO FURNISH PROFESSIONAL SERVICES TO PROVIDE GENERAL MUNICIPAL LEGAL SERVICES IN ACCORDANCE WITH THE "SPECIFICATIONS" CONTAINED IN THE REQUEST FOR PROPOSAL DOCUMENTS, THE PROPOSAL SUBMITTED BY MY FIRM, AND THE SCHEDULE OF FEES ATTACHED HERETO.

1. BID PROPOSAL – HOURLY AMOUNT

Classification	2021	2022	2021
Principal			
Associate			
Principal Project Manager			
Principal Architect			
Senior Architect			
Intern/Assistant Architect			
Interior Designer			
Engineer			
-Civil			
-Structural			
-Mechanical			
-Electrical			
-Geotechnical			
Intern/Assistant Engineer			
Senior CAD Operator			
Junior CAD Operator			
Consultant			
Surveyor			
Administrative			
Other (Please Specify)			

INDICATE ANY AND ALL VARIANCES WITH THE SPECIFICATIONS (ATTACH AN ADDITIONAL PAGE IF REQUIRED)

1.

2.

UPON ACCEPTANCE OF THIS PROPOSAL, BIDDER AGREES TO COMPLY IN ALL RESPECTS WITH THE SPECIFICATIONS AS INDICATED.

DATED: _____

LEGAL NAME OF PERSON/FIRM/CORP.: _____

BY: _____

STREET _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

GENERAL MUNICIPAL LAW: Section 103(d)
NON-COLLUSIVE BIDDING CERTIFICATE

1. By submission of his bid, each bidder and each person signing on behalf of any bidder, certifies, and in the case of a joint bid, each party thereto, certifies as to its own organization under penalty of perjury that to the best of their knowledge and belief:
 - a. The prices in this bid 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 bidder, with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening, directly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to include any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Name of Bidder: _____

By: _____

Address: _____

Accepted: _____

Date: _____

ON CALL ARCHITECTURE AND
ENGINEERING SERVICES

TOWN OF KENT COUNTY OF
PUTNAM

BIDDER INFORMATION FORM

Legal Company Name:

Address:

Federal Employers ID No.

Telephone Number:

Fax Number:

If the Bidder is a Corporation, List the following:

Names of Officers:

Legal Residence:

If the Bidder is a firm or Partnership, List the following:

Names of Members of Partners:

Legal Residence:

If the Bidder is an Individual, List the following:

Name:

Legal Residence:

TOWN OF KENT
COUNTY OF
PUTNAM

REQUIRED DISCLOSURE OF RELATIONSHIPS TO THE TOWN OF KENT

Name of Bidder:

Address: _____

Telephone: _____ Fax: _____

The Reporting Entity is: (Please check one):

____ Individual _____ Corporation _____ Partnership

A.) Related Employees:

1. Are any of the employees that you will use to carry out this contract with the Town of Kent also an officer or employee of the Town of Kent, or the spouse, or the child or dependent of a Town officer or employee? Yes _____ No _____

If yes, please provide details:

B.) Related Owners:

1) If you are the owner of the Company, are you or your spouse, an officer or employee of the Town? Yes _____ No _____

If yes, please provide details:

To answer the following question, the following definition of the word "interest" shall be used.

Interest means a direct or indirect pecuniary or material benefit accruing to a Town officer or employee, his or her spouse, child or dependent, whether as the result of a contract with the Town or otherwise. For the purpose of responding to these questions, a Town officer or employee shall be deemed to have an "interest" in the contract of:

- a. His/her spouse, children and dependents, except a contract of employment with the Town;
- b. A firm, partnership or association of which such officer or employee is a member or employee;
- c. A corporation of which such officer or employee is an officer, director or employee; and

d. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

2) Do any officers or employees of the Town have an interest in the Contractor or in any subcontractor that will be used for this contract? Yes No

If yes, please provide details:

I am the _____ (title or Office) of the reporting entity listed above.

I make this affirmation based upon my personal review of the books and records of the reporting entity. All of the foregoing information is true to the best of my knowledge, after inquiry. I make these statements under penalty or perjury.

Signature

Print Name and Title

STATE OF NEW YORK)

SS.

COUNTY OF _____)

Sworn to me before this ____

day of _____ 2017

TOWN OF KENT
COUNTY OF PUTNAM
INSURANCE SPECIFICATIONS

1.0. Required Insurance. The following insurance coverages are required to be maintained by the Contractor during the terms of the Contract, proof of which, shall provide to the Town of Kent, 25 Sybil's Crossing, Kent Lakes, New York 10512

- 1.1. Worker's Compensation Statutory per New York State law without regard to jurisdiction, covering all operations and all locations. (See Section B.1, below)
- 1.2. Employer's Liability Statutory (See Section B.2, below)
- 1.3. Commercial General Liability CG 00 01 (ed. 10/02) or equivalent (See Section B.3, below)
Combined Single Limit - Bodily Injury and Property Damage
 - \$ 1,000,000 per occurrence
 - \$ 1,000,000 Personal and Advertising injury Limit
 - \$ 1,000,000 products/completed operations aggregate
 - \$2,000,000 general aggregate
 - \$25,000 maximum deductible
- 1.4. Automobile Liability: CA 00 01 (ed. 6/92) or equivalent. (See Section B.4, below) Combined Single Limit - Bodily Injury and Property Damage
 - \$500,000 each occurrence

The following coverage must be provided:

(X) Comprehensive Form (X) Owned (X) Hired (X) Non-Owned

- 1.5. Professional liability insurance coverage with an annual aggregate of not less than \$2,000,000 per occurrence. (See Section B.5, below)

2.0. General Provisions Applicable to Insurance Coverages:

- 2.1 All insurance coverage's must be from an A.M. Best rated "secured" (B+-A++), New York State admitted insurer
- 2.2 All certificates of insurance must provide that the policy or policies shall not be changed or canceled until at least thirty (30) days prior written notice has been given to the Town Clerk of the Town of Kent.
- 2.3 All policies and certificates of insurance of the Vendor shall contain the following clauses:
 - 2.3.1 The Town of Kent is named as an additional insured and as Certificate Holder. Insurers shall have no right of recovery or subrogation against the Town of Kent (including its agents and agencies),

it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.

- 2.3.2 The Clause "other insurance provisions" in a policy in which the Town of Kent is named as an additional insured, shall not apply to the Town of Kent.
- 2.3.3 The insurance companies issuing the policy or policies shall have no recourse against the Town of Kent (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
- 2.4 Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the successful bidder.
- 2.5. These provisions are applicable to both the insurance coverages required to be maintained by Successful Bidder, and the insurance coverages required to be maintained by any consultant/contractor/subcontractor engaged or retained by the Successful Bidder. In each case, the reference to "Successful Bidder" shall mean the party to whom the Proposal was awarded and is required to maintain insurance coverage, and the reference to "Contract" shall mean either the Professional Services Contract or other Agreement of the contract pursuant to which the consultant, Successful Bidder or subcontractor is providing materials or services (in the case of a consultant, contractor or subcontractor) specified in the Proposal documents, or as may be amended by mutual agreement. As used herein, any reference to the "TOWN" shall mean the Town of Kent, with its offices located at 25 Sybil's Crossing, Kent Lakes, N.Y. 10512.
- 2.5.1. Worker's Compensation Insurance. Before performing any work on the Contract, the Successful Bidder shall procure Worker's Compensation Insurance in accord with the laws of the State of New York on behalf of all employees who are to provide labor or service under the contract. One certificate of such insurance or authority for self-insurance shall be furnished to the TOWN.
- 2.5.2. Employer's Liability Insurance. Before performing any work on the Contract, Successful Bidder shall procure Employer's Liability Insurance affording compensation for all employees providing labor or services for whom worker's compensation coverage is not a statutory requirement. Certificates confirming renewals of insurance shall be presented not less than thirty (30) days prior to the expiration date of coverage until all operations under the subject contract are deemed completed. One certificate of such insurance or authority for self-insurance shall be furnished to the TOWN.
- 2.5.3. Commercial General Liability. Before commencing work on the Contract, the Successful Bidder shall procure a commercial general liability insurance policy issued by a New York admitted carrier through a New York Licensed resident broker in the Successful Bidder's name and naming the TOWN as an additional insured (using ISO endorsement CG 20 10) and endorsed to cover liability assumed by the Successful Bidder under the indemnity provisions of the Contract. This insurance policy must be maintained during the life of the contract and shall protect the TOWN, the Successful Bidder and his/her subcontractors performing work on the Contract from Claims for property damage and/or bodily injury which may arise from operations under the contract, whether such operations are performed by him/herself or anyone directly or indirectly employed by him/herself. One certificate of such insurance, together with copies of all endorsements as pertain to the requirements of the subject contract, shall be furnished to the TOWN of Kent at the address shown above. The policy shall contain no exclusions or endorsements which are not acceptable to the TOWN and shall be of a form and by an insurance company acceptable to the TOWN.

2.5.3.1. Commercial General Liability - Endorsements and Exclusions. The following endorsements are required to be made on the policy:

- (i) Notice: shall be addressed to the Town of Kent, 25 Sybil's Crossing, Kent Lakes, NY. 10512.
- (ii) Notice of Cancellation of Policy: The Policy shall not be canceled, terminated, modified or changed by the Company unless thirty (30) days' prior written notice is sent to Town of Kent.

2.5.4. Automobile Liability. The Successful Bidder will provide the TOWN with evidence of insurance covering all owned, non-owned and hired vehicles to be used in connection with the contract. If on a "schedule autos" basis, Successful Bidder shall present the schedule of insured autos, including the vehicles to be used for operations under the Contracts.

2.5.5. Professional Liability Insurance. The Consultant shall, at its sole expense, acquire, continuously maintain during the period in which the Consultant is performing services, and provide the Town with acceptable proof of professional liability insurance coverage with an annual aggregate of not less than \$2,000,000 per occurrence, covering acts, errors, or omissions of a professional nature committed or alleged to be committed by the Consultant or any of its subcontractors as a part of its performance of professional Legal services.

2.5.6 Insurance Agreement:

2.5.6.1 The Successful Bidder is required to obtain and to maintain insurance outlined herein.

2.5.6.2 The insurance required for the Contract must be on forms acceptable to the TOWN and offered by insurers acceptable to the TOWN. The insurance for all New York Contractors must be issued by New York authorized carriers except as approved by the Town Attorney for the Town of Kent and in any event must comply with all requirements of New York State laws and regulations and meet the standards of the forms set forth in Section 3.0 above. Insurance for non-New York Contractors must be through insurers and sureties admitted and authorized in the state of headquarters of the Contractor, have an A.M. best rating of A or better and meet the standards for forms set forth in the above. Additionally, all requirements as to forms set forth in New York State law and regulations apply without regard to jurisdiction as standards of coverage.

2.5.6.3 Where circumstances warrant, the TOWN may, at its discretion subject to acceptance by the Town Attorney, accept letters of credit or custodial accounts in lieu of specific insurance requirements. The letter of credit must be on form prescribed by Town Attorney for the Town of Kent and payable at an office of a bank approved by the TOWN.

2.5.6.4 The Successful Bidder agrees that all insurance contributing to satisfaction of the insurance requirements set out in this Exhibit shall not be modified, terminated, or canceled by the Successful Bidder without prior written approval of the TOWN.

2.5.6.5 The Successful Bidder shall be solely responsible for payment of all deductibles and premiums for insurance contributing to satisfaction of the requirements of this Exhibit and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the TOWN is an insured under the policy.

- 2.5.6.6 Claims made policies will be accepted only for professional liability and such other risks as are authorized by the New York State Insurance Department. All such policies contributing to satisfaction of the requirements of the Exhibit shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Successful Bidder agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.
- 2.5.6.7 The Successful Bidder shall promptly notify the TOWN within 24 hours of any accidents arising in the course of operations under the contract causing bodily injury or property damage and shall cooperate fully with the TOWN in providing all such records and information as may be requested by the Attorney representing the Town of Kent in anticipation of claims against the TOWN which may arise from the accident. A complete report of the accident shall be made within five (5) business days on such form as may be provided by the Attorney representing the Town of Kent.
- 2.5.6.8 The Successful Bidder or his Attorney may apply to the TOWN for approval of higher deductible based on financial capacity and quality of the carrier affording coverage.
- 2.5.7. Forms of Insurance Certificates. Insurance certificates shall conform to the following:
- 2.5.7.1 Certificates must be issued by the insurance company using the "ACCORD" forms issued by its brokers, except for Worker's Compensation coverage where the Successful Bidders must provide Form C-105.2 issued by an insurance carrier or Form U-26.3 issued by the New York State Insurance Fund.
- 2.5.7.2 Certificates must unconditionally grant to the TOWN thirty (30) calendar days' notice of cancellation or non-renewal. "Endeavor" or other qualifying language is not acceptable.
- 2.5.7.3 All additional insureds required by this Insurance Specification shall be listed as such.
- 2.5.7.4 The authorized representative of the insurance company executing the certificate(s) must indicate his/her title.
- 2.5.7.5 Original executed certificates must be delivered to TOWN.

FORM OF CONTRACT

Professional Services Contract Between

And

THE TOWN OF KENT

THIS AGREEMENT, made the _____ day of _____ 2020 by and between THE TOWN OF KENT, a municipal corporation of the State of New York, having an office and place of business at 25 Sybil's Crossing, Kent Lakes, N.Y. 10512, (hereinafter referred to as the "TOWN") and _____ (hereinafter referred to as the "CONTRACTOR").

WHEREAS, the TOWN desires to obtain _____ services on such matters as the TOWN deems appropriate from the CONTRACTOR.

WHEREAS, the CONTRACTOR desires to provide such services to the Town for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The TOWN has the necessary funds to pay CONTRACTOR under, but not limited to, budget line _____.

SECOND: The CONTRACTOR shall furnish engineering services to the TOWN in accordance with the proposal submitted by the CONTRACTOR dated _____.

THIRD: The term of this Agreement shall commence on _____ and shall terminate on _____ unless terminated sooner in accordance with the provisions hereinafter set forth.

FOURTH: The CONTRACTOR, during the performance of this Agreement, shall not represent a client in connection with any matter involving the TOWN, nor appear on behalf of any individual, corporation, or other before any Board or instrumentality of the Town of Kent.

FIFTH: The CONTRACTOR, upon written notice sent to the Town Clerk of the Town of Kent within ten (10) business days after receipt of an assignment, may refuse to accept such assignment. Any and all documents forwarded to the CONTRACTOR regarding said assignment must be returned with said notice of refusal.

SIXTH: The CONTRACTOR shall report only to the Town Board of the Town of Kent or their designee.

SEVENTH: For the professional services rendered to the TOWN the TOWN shall compensate the CONTRACTOR at the hourly rate provided for on Schedule A. The CONTRACTOR shall obtain the express consent of the TOWN BOARD prior to incurring any expense in excess of five hundred (\$500.00) Dollars during the performance of this Agreement.

All bills shall be submitted to the Town Director of Finance. The invoice shall include a detailed description of all services rendered by CONTRACTOR for the proceeding month, the task for which reimbursement is sought, the dates on which the work was performed, the Department for which the work was performed and the time spent for which reimbursement is sought. The CONTRACTOR shall at all times maintain a detailed log of time, task, activities and expenses for which payment is sought. Any and all requests for payment to be made, shall be submitted by the CONTRACTOR on properly executed claim forms of the TOWN OF KENT and paid only after approval by the Town Board. In no event shall final payment be made to the CONTRACTOR prior to the completion of all professional services, the filing of all necessary papers, the submission of reports and the approval of same by the Town Comptroller. No invoice shall be submitted, and no compensation shall be paid, for work that was completed more than three months prior to the date that an invoice for said work was received by the Town of Kent.

Prior to the making of any payments hereunder, the TOWN may, at its option, audit all files and any time and disbursement records of the CONTRACTOR as are reasonably pertinent to this Agreement to substantiate the basis for

payment. The TOWN shall not be restricted from withholding payment for cause found in the course of such audit or because of the failure of the CONTRACTOR to cooperate with such audit. The TOWN shall, in addition, have the right to audit all files at any time and disbursement records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement.

It is understood and agreed by and between the parties hereto that the services to be rendered in performance of this Agreement are a material element of this Agreement. Any failure to provide such services shall be deemed a material breach and this Agreement shall terminate in accordance with the provisions in Paragraph "Seventh" hereof. No substitution of the services of by another shall be permitted during the term of this Agreement without the express written consent of the Town Board.

EIGHTH: The work to be performed pursuant to the terms of this Agreement shall commence promptly upon assignment of a matter to the CONTRACTOR and shall be conducted in the best interests of the TOWN as determined by the Town Board or its designee. The CONTRACTOR shall not assign or transfer any part of the contract, or any right or privilege granted hereunder, without the prior written consent of the Town of Kent.

NINTH: The CONTRACTOR shall issue progress/status reports to the Town Board on a monthly basis, or as the Town Board may direct, and shall immediately inform the Town Board in writing of any cause for delay in the performance of its obligations under this Agreement.

TENTH: The TOWN, upon ten (10) days notice to the CONTRACTOR, may terminate this Agreement in whole or in part when the TOWN deems it to be in its best interest. In such event, the CONTRACTOR shall be compensated and the TOWN shall be liable only for payment for services already rendered and expenses incurred under this Agreement prior to the effective date of termination.

The CONTRACTOR, upon ninety (90) days notice to the Town Clerk, may terminate this Agreement in whole or in part when the CONTRACTOR deems it to be in his best interest.

In the event of a dispute as to the value of the services rendered by the CONTRACTOR prior to the date of termination, it is understood and agreed that independent third-party engineer shall determine the value of such

services rendered by the CONTRACTOR. Such reasonable and good faith determination shall be accepted by the CONTRACTOR as final.

The CONTRACTOR expressly waives any and all liens of any nature whatsoever arising out of this Agreement.

In the event of termination, the CONTRACTOR agrees to cooperate with the in-coming engineer regarding ongoing matters.

ELEVENTH: ALL records compiled by the CONTRACTOR in completing the work described in this Agreement shall become and remain the property of the TOWN. The CONTRACTOR shall deliver to the TOWN all such records upon demand by the Town Board. The CONTRACTOR may retain copies of such records for its own use.

TWELFTH: Any purported delegation of duties or assignment of rights under this agreement without the prior express written consent of the TOWN is void. The CONTRACTOR shall not subcontract any part of the work without the written consent of the TOWN. ALL subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the CONTRACTOR.

THIRTEENTH: The CONTRACTOR agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder.

The CONTRACTOR represents and warrants that he has not employed or retained any person, other than a bona fide full salary employee working solely for the CONTRACTOR to solicit or secure this agreement, and that he has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full-time salaried employee working solely for the CONTRACTOR) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the reward or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the TOWN may be entitled or any civil or criminal penalty to which any violator may be liable, the TOWN shall have the right, in its discretion, to terminate this Agreement without liability, and to

deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

FOURTEENTH: The CONTRACTOR shall comply at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to the CONTRACTOR as an employer of labor or otherwise. The CONTRACTOR shall further comply with all rules, regulations, and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

FIFTEENTH: No discrimination by the CONTRACTOR shall be permitted during the performance of this Agreement with respect to race, religion, creed, color national origin, sex, age, handicap, political affiliation, or beliefs.

SIXTEENTH: As an independent contractor, the CONTRACTOR will be responsible for all damage, loss, or injury to persons or property that may arise in or be incurred during the conduct and progress of the work to be performed hereunder. The CONTRACTOR agrees to defend the Town, its officers, agents, servants and employees from all suits, claims, demands, actions or proceedings, and to indemnify and save harmless the Town of Kent, its officers, agents, servants and employees from all responsibility, liability or damages, including costs, expenses and attorneys fees, arising out of any act, error and/or omission of the CONTRACTOR, including professional negligence, in the performance of professional services under this Agreement.

Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

The CONTRACTOR will comply with all insurance requirements contained in the Town's "Standard Insurance Provisions", a copy of which is annexed hereto and made a part hereof, including, but not limited to, the

requirement that the Town of Kent be named as additional insured on all required insurance policies, including professional liability insurance.

SEVENTEENTH: The failure of the TOWN to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term of condition, but the same shall remain in full force and effect. No waiver by the TOWN of any provision hereof shall be implied.

EIGHTEENTH: All notices of any nature referred to in this Agreement shall be in writing and hand delivered or sent by registered or certified mail postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the TOWN:

Town Clerk
Town of Kent
25 Sybil's Crossing
Kent Lakes, N.Y. 10512

To the CONTRACTOR:

All notices shall be effective on the date of mailing.

NINETEENTH: This CONTRACT and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, and writings. It shall not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

TWENTIETH: This Agreement shall not be enforceable until signed by all parties.

TWENTY-FIRST: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

TWENTY-SECOND: This Agreement is executed in two (2) counterpart originals, each of which shall constitute an original and all of which, when taken together, shall constitute one Agreement.

TWENTY-THIRD: The CONTRACTOR shall procure and maintain at his own expense, and without expense to the Town of Kent, the insurance specified in the Request For Proposals, and shall maintain said insurance for all work performed during the duration of this CONTRACT. The Contractor shall file with the Town of Kent proof of insurance, in a form acceptable to the Town. The insurance certificate evidencing the required insurance coverages shall include a provision that such insurances shall not be cancelled without 30 days prior written notice to the Town, and shall list the Town as additionally insured.

TWENTY-FOURTH: CONTRACTOR shall complete a "Request for Taxpayer Identification Number and Certification" from (IRS Form W-9), a copy of which is annexed hereto.

TWENTY-FIFTH: The execution of this Agreement in no way guarantees that the CONTRACTOR will be assigned any particular matter in accordance herewith, and the TOWN shall not be liable for the payment of any services performed by the CONTRACTOR which were not previously approved by the Town Board.

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

TOWN OF KENT

[CONTRACTOR]

By: _____
Maureen Fleming, Supervisor

By: _____

STATE OF NEW YORK)

)SS:

COUNTY OF PUTNAM)

On the _____ day of _____ in the year 2019 before me, the undersigned personally appeared MAUREEN FLEMING, personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose names is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that be her signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) SS:

COUNTY OF PUTNAM)

On the _____ day of _____ in the year 2019 before me, the undersigned personally appeared _____, personally know to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that be his/her/their signature(s) on the instrument, the individual(s), or the persons upon behalf of which the individual(s) acted, executed the instrument.

Notary Public