



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES
WORKSHOP MEETING AGENDA

MEETING DATE: April 25, 2023
AGENDA ITEM SECTION: Discussions
AGENDA ITEM NO. : 1
AGENDA ITEM: Public-private partnership agreement with Jazz Forum Arts in connection with the 2023 Dobbs Ferry Summer Music Series
ITEM BACKUP DOCUMENTATION: 1. Agreement between the Village of Dobbs Ferry and Jazz Forum Arts for the 2023 Dobbs Ferry Summer Music Series

1. Agreement between the Village of Dobbs Ferry and Jazz Forum Arts for the 2023 Dobbs Ferry Summer Music Series

AGREEMENT

THIS AGREEMENT made this ____ day of ____ 2023 by and between

VILLAGE OF DOBBS FERRY, a municipal corporation of the State of New York, with an address at 112 Main Street, Dobbs Ferry, New York 10522 (hereinafter "Village")

-and-

JAZZ FORUM ARTS having an address at 1 Dixon Lane Tarrytown, New York 10591 (hereafter the "JFA")

RECITALS

WHEREAS, the Village owns certain real property located within the Village, including Waterfront Park; and

WHEREAS, the Village desires to promote, facilitate and encourage concerts and other art and cultural events within the Village for the benefit of its residents and other members of the public; and

WHEREAS, JFA has specialized experience in producing concerts and art events and the Village desires to enter into a public/private relationship with JFA for the sponsorship of programs focusing on music and the arts upon the terms and conditions set forth herein; and

WHEREAS, the parties desire to foster this public/private partnership and enter into this Agreement for promotion of the arts within the Village, including the production of concerts at Waterfront Park.

WITNESSETH:

1. Scope of Work:

JFA shall book talent, produce and promote eight (8) free Wednesday evening concerts of Jazz and World Music, weather permitting, at the Village's Waterfront Park ("Waterfront Park") in accordance with the attached **Exhibit "A"**. JFA shall supervise all contract and professional services and staffing related thereto (the "Work"). The Work shall be carried out by JFA in accordance with current industry standards and trade practices and in compliance with all safety

and protective measures as mandated by Executive Order or other law, regulation or rule in connection with the Statewide Health Emergency or other risks posed by the COVID-19 pandemic.

2. Term:

The term of this Agreement shall be from July 5, 2023 through August 23, 2023 during which JFA shall produce and present the 2023 edition of the annual Dobbs Ferry Summer Music Series at Waterfront Park. JFA shall report to the Village, as the Village may request, on its progress toward completing the Work, and shall immediately inform the Village in writing of any cause for delay in the performance of its obligations under this Agreement.

3. Contract Amount:

For the Work to be performed pursuant to this Agreement, JFA shall be paid an amount not-to-exceed EIGHT THOUSAND DOLLARS (\$8,000.00). Any expense in excess of \$8,000 related in any way to this Agreement shall be the obligation JFA. In no event shall the Village's obligations under this Agreement exceed \$8,000.00. Except as otherwise expressly stated in this Agreement, no payment shall be made by the Village for out-of-pocket expenses or disbursements made by JFA in connection with the Work hereunder. JFA shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work, unless specific additional charges are expressly permitted under this Agreement. Payments shall be made upon presentation of an invoice by JFA to the Village in accordance with the following schedule: \$4,000 after the 4th concert and \$4,000 after the 8th and final concert. The parties recognize and acknowledge that the obligations of the Village under this Agreement are subject to the Village Budget and that no liability shall be incurred by the Village beyond the monies agreed to herein. The Village shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The Village shall retain the right, upon

the occurrence of the adoption of any Village Budget by its Board of Trustees during the term of this Agreement or any amendments or extensions thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such Village Budget on Village finances. After such analysis, the Village shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the Village subsequently offers to pay a reduced amount, then JFA shall have the right to terminate this Agreement upon reasonable prior written notice.

4. Village's Right To Audit

Prior to the making of any payments hereunder, the Village may, at its option, audit such books and records of JFA as are reasonably pertinent to this Agreement to substantiate the basis for payment. The Village will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this Agreement, unless the Village shall find cause to withhold payment in the course of such audit or JFA fails to cooperate with such audit. The Village shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

5. Right to Terminate:

The Village, upon thirty (30) days' notice to JFA, may terminate this Agreement in whole or in part when the Village deems it to be in its best interest.

6. Insurance Requirements/Hold Harmless:

JFA agrees to procure and maintain insurance naming the Village as additional insured during the term of this Agreement as set forth in the attached **Exhibit "B"** annexed hereto. Prior to any Work commencing, the Certificate of Insurance naming the Village as an additional insured

in the amounts set forth in **Exhibit "B"** shall be provided to the Village Administrator. Prior to any Work commencing, any and all subcontractors and/or vendors of JFA shall provide all insurance as set forth above naming the Village as an additional insured. In addition, JFA agrees:

- (a) that JFA shall defend, indemnify and hold harmless the Village its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, reasonable attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by JFA or third parties under the direction or control of JFA; and
- (b) to provide defense for and defend the Village, at JFA's sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

7. Worker's Compensation Insurance Requirements:

JFA shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to JFA as an employer of labor. JFA and all subcontractors and/or vendors of JFA must maintain Worker's Compensation Coverage as set forth in **Exhibit "B"** and provide proof of same to the Village Administrator. JFA shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, sub-consultants and others employed to render the Work hereunder.

8. Entire Agreement:

It is the intent and understanding of the Village and JFA that each and every provision required by law, contract, or other proper authority to be included in this Agreement shall, for all intents and purposes, be considered and deemed included herein. JFA understands and acknowledges that for each and every such provision that has, through mistake or otherwise, either not been inserted in writing or been inserted in writing in an incorrect form, JFA hereby consents

to amending this agreement in writing, upon receipt of notice from the Village, for the purpose of inserting or correcting the provision in question. This Agreement and the attached **Exhibits “A”** and **“B”** 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.

9. Outside Vendors/Temporary Tents:

It is understood that JFA may contract with certain vendors for the purveying of food, beverages and related goods. It is further understood that a number of temporary tents may be constructed by JFA and/or its subcontractors for said food service and/or for other reasons in connection with the Work. JFA shall require all subcontractors, vendors and/or sponsors to comply with all of the terms of this Agreement. JFA shall provide all subcontractors/subconsultants, vendors, sponsors with a copy of this Agreement. No temporary tents shall be allowed to be spiked into the ground, but said tents shall otherwise be secured by other means and methods as decided by JFA and/or its subcontractors, including for example, sandbags and as may be approved by the Village Building Inspector. Further, under no circumstance shall any trucks and/or any motorized vehicles drive on any grass portions of the Waterfront Park. Any violation of this provision of the Agreement shall require payment from JFA to the Village for all repair and restoration costs. Further, all vendors of JFA shall obtain all necessary permits from the Village, including, but not limited to, approvals/permits for tents and the sale of any food. A JFA vendor that fails to obtain a permit from the Village shall result in a summons being issued to the JFA and/or the vendor by the Village. Each and every summons issued shall result in a reduction of payment hereunder by \$500.

10. No Assignment:

JFA shall not delegate any duties to complete the Work or assign any of its rights under this Agreement without the prior express written consent of the Village.

11. Independent Contractor Status:

The parties hereto agree that JFA and its officers, employees, agents, consultants, subcontractors, subconsultants, vendors, and sponsors are independent contractors are not employees of the Village or any department, agency or unit thereof. In accordance with their status as independent contractors, JFA covenants and agrees that neither JFA nor any of its officers, employees, agents, contractors, subconsultants and/or consultants will hold themselves out as, or claim to be, officers or employees of the Village any department, agency or unit thereof.

12. No Waiver:

Failure of the Village 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 of such term or condition, but the same shall remain in full force and effect. Acceptance by the Village of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the Village of any provision hereof shall be implied.

13. Notices:

All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail, postage pre-paid), as set forth below and above or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

14. No Third-Party Beneficiary:

Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

15. No Exclusivity:

JFA recognizes that this Agreement does not grant it the exclusive right to perform the Work for the Village and that the Village may enter into similar agreements with other parties on an "as needed" basis.

16. Counterparts:

This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall not be enforceable until signed by both parties.

17. Choice of Law:

This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester, New York.

18. Severability:

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect

to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

IN WITNESS WHEREOF, the Village and JFA have caused this Agreement to be executed.

VILLAGE OF DOBBS FERRY

By _____
Name: Richard A. Leins
Title: Interim Village Administrator

JAZZ FORUM ARTS

By: _____
Name: Mark Morganelli
Title: Executive Director & Artistic Director

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the ____ day of _____ in the year 2023 before me, the undersigned, personally appeared Richard A. Leins, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(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 by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY)

On the _____ day of _____ in the year 2023 before me, the undersigned, personally appeared Mark Morganelli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(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 by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

EXHIBIT A

July 5, 2023

July 12, 2023

July 19, 2023

July 26, 2023

August 2, 2023

August 9, 2023

August 16, 2023

August 23, 2023

EXHIBIT B

Village of Dobbs Ferry
112 Main Street • Dobbs Ferry • New York • 10522
TELEPHONE: 914-231-8500

The Contractor, prior to signing of the contract, shall provide to the Village of Dobbs Ferry and maintain throughout the life of the contract, at his own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York.

The ACORD Certificate of Insurance shall contain a Description of Operations. The Contract Number and/or Purchase Order Number and the name of the department requiring the insurance should be stated under the description. The description shall also contain a statement to the effect that "The following are named as Additional Insureds under General Liability and (If required) Automobile Liability, Excess Umbrella Liability, and Professional Liability (if applicable) on a primary basis, and on the broadest form available through the listed insurers with respect to this Contract or Purchase Order: **The Village of Dobbs Ferry, its employees, elected officials and affiliated municipal entities.** The signing authorized representative warrants that the insurance carrier(s) have been informed of and accepted the Village of Dobbs Ferry as an additional insured.

WORKERS' COMPENSATION REQUIREMENTS UNDER WORKERS' COMPENSATION LAW §57: The Vendor shall procure, pay for, and maintain during the entire term of the contract such insurance as will protect both the owner and the vendor from claims under workers' compensation acts. Vendors shall provide copies of the required certificate to the Village of Dobbs Ferry within five (5) business days of notice of contract award or of notice of intent to issue a Purchase Order.

To comply with coverage provisions of the Workers' Compensation Law ("WCL"), a business must:

- A. Be legally exempt from obtaining workers' compensation insurance coverage; or
- B. Obtain such coverage from insurance carriers; or
- C. Be a Board-approved self-insured employer or participate in an authorized group self-insurance plan.

The Contractor must prove that they are in compliance with §57 of the Workers' Compensation Law (WCL) by providing ONE of the following forms indicating that they are:

- **Insured - Form C-105.2 or U-26.3** - (All private insurance carriers and their licensed insurance agents are authorized to use the Form C-105.2 as their Certificate of NYS Workers' Comp Insurance. The State Insurance Fund uses the U-26.3 form as its Certificate of Workers' Compensation Insurance). Upon obtaining a permit, license or contract from a government agency Employers must obtain this form from their private insurance carrier. Carriers and their licensed agents may contact the Board's Bureau of Compliance to obtain this form.
- **Self-Insured - Form SI-12** - (Certificate of Workers' Compensation Self-Insurance or Form GSI-105.2 Certificate of Participation in Workers' Compensation Group Self-Insurance). Upon obtaining a permit, license or contract from a government agency, Board-approved self insureds must obtain this form from Board's Self-Insurance Office.
- **Exempt - Form CE-200** - (Certificate of Attestation of Exemption From NYS Workers' Compensation Insurance) (Effective 12/1/08) Applicants for permits, licenses or contracts from State, county or municipal agencies in New York State that are not required to carry NYS workers' compensation and/or disability benefits insurance coverage. These exemption forms can ONLY be used to attest to a government entity that an applicant requesting a permit, license, or contract from that government entity is not required to carry NYS workers' compensation and/or disability benefits insurance.

The Vendor will send the appropriate forms to the Purchasing Division within five (5) business days of notification of contract award. All correspondence shall contain the Solicitation Number and Title.

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UNEMPLOYMENT INSURANCE: The Contractor for the agreed consideration, promises and agrees to pay the contributions measured by the wages of his employees required by State Unemployment Insurance Law and all amendments thereto, and to accept the account of any contribution measured by the wages as aforesaid of employees of the Contractor and his subcontractors assessed against the Owner under the authority of said law.

DISABILITY BENEFITS REQUIREMENTS UNDER WORKERS' COMPENSATION LAW 220(8):

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- A. Be legally exempt from obtaining disability benefits insurance coverage; or
- B. Obtain such coverage from insurance carriers; or
- C. Be a Board-approved self-insured employer.

The Vendor must prove that they are in compliance with Section 220(8) of the Workers' Compensation Law (WCL) by providing ONE of the following forms indicating that they are:

- **Insured - Form DB-120.1** – Certificate of Disability Benefits Insurance (the business insurance carrier will send this form to the County upon request.
- **Self-Insured - Form DB-155** – Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).
- **Exempt - Form CE-200** – Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

The Vendor will send the appropriate forms to the Purchasing Division within five (5) business days of notification of contract award. All correspondence shall contain the Solicitation Number and Title.

Please note that ACORD forms are NOT acceptable proof of New York State Workers' Compensation or Disability benefits insurance coverage.

NY State Department of Labor requirements for Workers' Compensation and Disability forms - Online address:
<http://www.wcb.state.ny.us/content/main/forms/AllForms.jsp>

EMPLOYERS LIABILITY with minimum statutory requirements and where applicable US Longshore and Harbor Workers Compensation Act Endorsement and Maritime Coverage Endorsement shall be attached to the policy.

Additional Requirements Applicable to All Policies

All policies of the Contractor or Consultant shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the Village of Dobbs Ferry (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and, except for Workers' Compensation, be primary and non-contributory coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the Village of Dobbs Ferry is named as an additional insured, shall not apply to the Village of Dobbs Ferry.

(c) All policies shall provide 30 days written notice of cancellation or material change to the Village of Dobbs Ferry.

(d) All carriers listed in the Certificates of Insurance shall be AM Best rated A X or better.

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All contractual insurance requirements in any contract between the Contractor or Consultant and the Village shall contain the following clauses:

(a) The insurance companies issuing the policy or policies shall have no recourse against the Village of Dobbs Ferry (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(b) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor or Consultant.

The Contractor shall obtain and maintain in full force and effect all of his insurance policies with a reputable insurer with at least an A X Best Rating.

1. All property losses shall be made payable to and adjusted with the **Village of Dobbs Ferry**.
2. All policies of insurance shall be acceptable to and approved by the Department of Law prior to the inception of any work.
3. Other coverages may be required by the **Village of Dobbs Ferry** based on specific need.
4. If, at any time, any of the said policies shall be or become unsatisfactory to the **Village of Dobbs Ferry**, as to form or substance, or if a company issuing such a policy shall be or become unsatisfactory to the **Village of Dobbs Ferry** the Contractor shall promptly obtain a new policy, submit same to the **Village of Dobbs Ferry**, for approval and submit a certificate thereof as hereinafter provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provide, this Contract, at the election of the **Village of Dobbs Ferry**, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor for any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor.
5. In the event that claims in excess of these amounts are filed by reason of operations under the contract, the amounts of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish additional security covering such claims.
6. The Insurance Policy shall be endorsed to name the **Village of Dobbs Ferry, and Engineer Company, P.C.**, if applicable, and any directors, officers, employees, subsidiaries, And affiliates, as additional insured on all policies and Hold Harmless documents, and shall stipulate that this insurance is primary, that any other insurance or self-insurance maintained by the **Village of Dobbs Ferry and Engineer Company, P.C.**, if applicable shall be excess only and shall not be called upon to contribute with this insurance. ISO Additional Insured Endorsement form number CG2010 1185 under GL. Contractors Form B must be utilized and accompany the Certificate of Insurance.
7. Copies of the insurance policies shall be submitted to the **Village of Dobbs Ferry** attorney and **Engineer Company, P.C.** for approval prior to the signing of the Contract.

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INSURANCE COVERAGE MATRIX

	VENDOR CLASSIFICATION CHECK APPROPRIATE BOX (cont'd on next page)	Commodities Delivered by Vendor <input type="checkbox"/>	Commodities Delivered by Common Carrier <input type="checkbox"/>	Purchase or Lease of Equipment <input type="checkbox"/>	Maintenance and Repair of Equipment <input type="checkbox"/>	Public & School Transportation Services <input type="checkbox"/>	Renovation, Maintenance & Repair of Buildings & Property <input type="checkbox"/>
	Type of Insurance						
A	Commercial General Liability (CGL) Each Occurrence				(5)		(1,5,8 &9)
	General Liability	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	Personal & Adv Injury	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	Med Expense Any One Person	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
	Damage to Rented Premises	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
	General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
	Products-Comp / Op Aggregate	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
B	Auto Liability – Including BI and PD (AL)		(2)	(2)	(2)	(2)	(2 &7)
	Combined Single Limit per accident						
	Any Auto	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	Or						
	All Owned	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	All Hired	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	All Non-Owned	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
C	Excess / Umbrella Liability						
	Each Occurrence	XXXXX	XXXXX	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	Aggregate	XXXXX	XXXXX	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
D	Workers Compensation and Employers Liability	(3)	(3)	(3)	(3)	(3)	(3)
	Each Employee	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
	Each Accident	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
E	Disability Benefits	(3)	(3)	(3)	(3)	(3)	(3)
	Each Employee	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
F	Other Professional Liability or Errors and Omissions or Malpractice						
	Per Claim						
Opt	Owners and Contractors Protection						
	Each Occurrence						
	Aggregate						
*	All Other Insurances as Required by Law						
	Village of Dobbs Ferry to be named as Additional Insured on these coverages	GL-AL	GL-AL	GL-AL	GL-AL	GL-AL	GL-AL

Village of Dobbs Ferry
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TELEPHONE: 914-231-8500

	VENDOR CLASSIFICATION CHECK APPROPRIATE BOX (cont'd on next page)	Janitorial Services <input type="checkbox"/>	Lease/Use of Facilities or Ground / Prop to Others & Non-Profits <input type="checkbox"/>	Contracted Services <input type="checkbox"/>	Consultant Services <input type="checkbox"/>	Licensed Professional Consultant Services – Legal, Accounting, A/E, Medical, etc. <input type="checkbox"/>	Capital (New) Construction Projects - Buildings Roads, Water Treatment <input type="checkbox"/>
	Type of Insurance						
A	Commercial General Liability (CGL) Each Occurrence	(5)	(5,6 & 10)	(5,8 & 9)	(9)		(1,5,8, & 9)
	General Liability	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	Personal & Adv Injury	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	Med Expense Any One Person	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
	Damage to Rented Premises	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
	General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
	Products-Comp / Op Aggregate	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
B	Auto Liability – Including BI and PD (AL)	(2&7)	(2)	(2&7)	(2)	(2)	(2)
	Combined Single Limit per accident						
	Any Auto	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	Or						
	All Owned	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	All Hired	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	All Non-Owned	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
C	Excess / Umbrella Liability			(1)			(1)
	Each Occurrence	\$1,000,000	XXXXX	\$3,000,000	XXXXX	XXXXX	\$5,000,000
	Aggregate	\$1,000,000	XXXXX	\$3,000,000	XXXXX	XXXXX	\$5,000,000
D	Workers Compensation and Employers Liability	(3)	(3)	(3)	(3)	(3)	(3)
	Each Employee	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
	Each Accident	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
E	Disability Benefits	(3)	(3)	(3)	(3)	(3)	(3)
	Each Employee	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
F	Other Professional Liability or Errors and Omissions or Malpractice				(4)	(4)	
	Per Claim				\$1,000,000	\$1,000,000	
Opt	Owners and Contractors Protection						
	Each Occurrence						\$1,000,000
	Aggregate						\$2,000,000
*	All Other Insurances as Required by Law						
	Village of Dobbs Ferry to be named as Additional Insured on these coverages	GL-AL	GL-AL	GL-AL	GL-AL	GL-AL	GL-AL

Continued on next page

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- (1) The Per Occurrence and Aggregate limits for specified coverage should apply on a per location or per project basis.
- (2) Automobile Liability Coverage is required IF an automobile is used in the execution of the contract. A vendor using a third party for shipment or transport does not require Automobile Liability Insurance.
- (3) An ACORD form is NOT acceptable proof of NYS Workers' Compensation (WC) or Disability Benefits (DBL) Insurance coverage. For WC, secure form C-105.2 or U-26.3. For DBL, secure form DB.120.1. Workers' Compensation/Employers Liability, and NYS Disability are not required of: a) a business that is owned by one individual, is not a corporation and does not have any other employees, b) a self-employed individual, c) an out of state employer with no NYS employees. IN EACH CASE, the employer must file Form CE-200, Certificate of Attestation of Exemption, with the NYS Workers' Compensation Board certifying that they are not required to obtain NYS specific Workers' Compensation Insurance or NYS statutory Disability Benefits.
- (4) A consultant is someone who gives expert or professional advice. Consultants are ordinarily hired on an independent contractor basis. Therefore, the Village is not liable to others for the acts or omissions of the consultant. A consultant is an individual who possesses special knowledge or skills and provides that expertise to the Village for a fee. Consultants help find and implement solutions to a wide variety of problems, including those related to business, marketing, manufacturing, strategy, organization structure, environmental compliance, health and safety, technology, and communications. Some consultants are self-employed, independent contractors who offer specialized skills in a certain field; other consultants work for large consulting firms that offer expertise in a wide range of business areas. Still other consultants hail from academia. Specialists in various professional fields that work with the general public and have greater than average expertise in particular areas, for example lawyers, doctors, pharmacists and insurance agents, require additional coverage for someone who is injured as a result of their negligent acts or omissions. Therefore, Professional Liability Insurance is required if commercially available for your profession.
- (5) The Village of Dobbs Ferry should be named as an Additional Insured on the policy using ISO Additional Insured Endorsement CG 2010 11/85 or an endorsement providing equivalent or broader coverage.
- (6) Coverage for athletic participants must be included in renter is an athletic team or league.
- (7) If applicable policy should be endorsed to cover snow plow operations.
- (8) Property Insurance – the contractor shall cover materials being installed on site, in transit, &/or at any other location.
- (9) Asbestos/Lead Abatement & Environmental Clean-Up, if applicable. Coverage for the removal of asbestos &/or lead and related pollution events, including coverage for third-party liability claims for Bodily Injury, Property Damage and Clean-Up Costs. \$1M Per Occurrence/\$2M Aggregate including Products/Completed Operations. If a retroactive date is used, it must pre-date the inception of the contract.
- (10) If an applicant is applying for an alcohol permit from the Village clerk, the certificate of insurance must also include Liquor Liability coverage as follows: If a fee is not being charged to those attending the applicant's event, "Host Liquor Liability" coverage must be provided at the same limits indicated under the General Liability or , if a fee is being charged to those attending the applicant's event, "Liquor Law Liability" coverage must be provided at the same limits as indicated under the General Liability.

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SAMPLE ACORD CERTIFICATES: Sample ACORD Certificates detailing the required insurance coverage are included in each Invitation to Bid or Request for Proposal. These are provided for informational purposes only to Village Vendors and their Insurance Brokers to assist you in obtaining the correct insurance required for Village contracts. Please note that the attached certificates reflect the standard types and limits of insurance the Village requires most often. The requirement of each proposal may differ, in which case the proposal's specific requirements shall prevail. Please review the insurance requirements of your proposal carefully with your broker.

Exceptions: The limits shown in the matrix and samples will generally be required for service providers involved in low-risk activities. Higher limits may be required for service providers performing potentially high-risk activities.

The Contractor/Provider acknowledges that failure to obtain such insurance on behalf of the Village of Dobbs Ferry constitutes a material breach of contract and subjects it to liabilities for damages, indemnifications and all other legal remedies available to the Village of Dobbs Ferry. The failure of Village of Dobbs Ferry to object to the contents of the Certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village of Dobbs Ferry.

The cost of furnishing the above insurance shall be borne by the contractor/provider; there will be no direct payment for this work. Cost will be deemed to have been included in the price bid for all scheduled items.