

LOCAL LAW 7-2023
A LOCAL LAW AMENDING CHAPTER 111, ARTICLE II, ADDING
SECTION 111-11.1 "CONSTRUCTION SITE SAFETY TRAINING", TO
REQUIRE SAFETY TRAINING FOR ALL WORKERS EMPLOYED OR
OTHERWISE ENGAGED AT CONSTRUCTION SITES

Public
Hearing
A

Section 1: Legislative Intent and Purpose.

The provisions of this section are intended to provide the safety of Minor and Major construction sites within the City. The provisions of this section are designated to provide that workers employed or otherwise engaged at such construction sites have received adequate safety training; that contractors performing construction work have essential safety training and that contractors performing construction work have essential safety training systems to prevent injuries and protect workers who are injured.

Section 2: Authority.

This local law is enacted in accordance with Municipal Home Rule Law Section 10(c)(1).

Section 3: Legislation:

BE IT ENACTED as follows:

The City Council hereby makes the following additions to the Code of the City of Glen Cove:

Chapter 111, Article II

§ 111-11.1

As used in this Article, the following terms shall have the meaning indicated:

A. Definitions

PERMIT HOLDER

The person to whom a building permit has been issued or for whom a building permit has been applied.

PERSON

An individual, corporation, limited liability company, partnership, limited partnership, business, trust, estate, trust, association or any other legal or commercial entity of any kind or description.

CONTRACTOR

Any person contracted or subcontracted to perform work covered by this section for or on behalf of any other person.

MAJOR CONSTRUCTION PROJECT

The total demolition, alteration or construction of any building or structure equal to or more than 50,000 gross square feet or exceeding four stories or 45 feet above lowest adjacent grade elevation or more than one story below lowest adjacent grade level.

MINOR CONSTRUCTION PROJECT

The total demolition, alteration (more than 50% of the floor area) or construction of any building or structure equal to or more than 20,000 gross square feet.

OSHA

The United State Department of Labor Occupational Safety and Health Administration.

OSHA 30-HOUR CLASS

A class that includes 30 or more hours in construction industry safety and health instruction that is intended for workers and satisfies the following conditions:

- i. Such class is (i) approved by OSHA and conducted in accordance with the OSHA, outreach training program or (ii) an equivalent 30 or more-hour construction industry safety and health class approved by the Building Department; and
- ii. Such class consists of in-person training, actively proctored on-line training or, if such training is conducted before the effective date of this section, on-line training.

OSHA 100-HOUR CLASS

A class or program that:

- i. Includes 100 or more hours of training in technical subjects relating to a construction trade, including an apprenticeship program registered with the New York State Department of Labor; and
- ii. Is approved by OSHA, the United States Department of Labor, the New York State Department of Education or the New York State Department of Labor.

SITE SAFETY DESIGNEE

A person who has completed an OSHA 100-hour class. On a Major Construction Project, the Site Safety Designee shall use reasonable prudence to ensure that safety is maintained as job conditions dictate and shall complete any tasks required of a Site Safety Designee under this Chapter.

B. Safety Training Requirements.

1. In addition to any other applicable city, state or federal law or rule, each permit holder:
 - a. for a Minor Construction Project, shall be responsible for ensuring that each construction or demolition worker employed or otherwise engaged in such project by the permit holder, or any person performing work for or on behalf of such permit holder at such project, has successfully completed and maintains a current OSHA 30-hour class certificate.
 - b. for a Major Construction Project, shall be responsible for ensuring that a foreman or designated employee or individual otherwise engaged at such project by the permit holder, or any person performing work for or on behalf of such permit holder, is designated as a Site Safety Designee. The Site Safety Designee shall be tasked with ensuring that each construction or demolition worker employed or otherwise engaged at such project by the permit holder, or any person performing work for or on behalf of such permit holder at the project, is in compliance with section 111-11.1(B)(1)(a) and shall report violations of this Chapter to the Building Department.
2. The Applicant, Permit Holder or any person performing such work on behalf of the permit holder shall certify to the Director of the Building Department, in

a form and manner established by the Director, that the requirements of section 111-11.1(B)(1)(a) and/or section 111-11.1(B)(1)(b) have been met. No permit for construction or demolition work for which training is required pursuant to this section shall be issued or renewed until the applicant has certified that all workers who will be working under such permit will have the requisite training throughout the duration of such permit.

3. The Applicant, Permit Holder or any person performing such work on behalf of the permit holder shall certify that all New York State and OSHA safety requirements and workers compensation and insurance requirements have been met.

4. The Permit Holder shall maintain at such site a daily log that identifies each such worker and that includes, for each such worker, proof of compliance with 111-11.1(B)(1)(a) and/or section 111-11.1(B)(1)(b) as applicable. Such logs shall be made available to the Director of the Building Department and shall be submitted to the Building Department as a prerequisite to the issuance of a Certificate of Occupancy, Certification of Completion and/or Certificate of Approval.

C. Penalties.

1. Any violations of this action by a permit holder shall be punishable by a fine not less than \$1,000 nor more than \$10,000. Each worker performing work on a construction site covered by this section without required safety training shall constitute a separate additional offense. Each day that the violation continues shall constitute a separate additional offense.

2. For a second offense committed by a permit holder within a period of five years, such violation shall be punishable by a fine of not less than \$3,000 nor more than \$20,000, or by imprisonment for a period not to exceed 15 days, or both.

3. Permits issued may be immediately revoked by the Building Department if the permit holder is found to be in violation of this section.

4. The Building Department shall be authorized to issue stop orders for violations of this section. Upon the issuance of a stop order, the owner of the affected property, the permit holder and any other person or contractor performing, taking part in or assisting in the work, shall suspend all building activities in violation of this section until the stop order has been rescinded.

*This Local Law shall take effect immediately upon filing with the Secretary of State.

Addition of Vacant Store Front Registry to City of Glen Cove NY CBD Overlay Commercial District

Public Hearing
B

K. Vacant Store Front Registry

(1) Purpose and intent.

The purpose of the Store Front Registry is to promote the health, safety and welfare of the residents of the City of Glen Cove by encouraging the rehabilitation and re-occupancy of vacant storefronts in the CBD Overlay Commercial District.

(2) Findings. It is hereby determined that:

- (a) Vacant storefronts in the CBD Overlay Commercial District adversely affect the desirability of the immediate and neighboring areas, discourage the purchasing and renting of property within the City, prevent the most appropriate use and development of properties in the CBD Overlay Commercial District and contribute to the diminution of the taxable value of property supporting the municipal services provided therefor.
- (b) One empty storefront on a block can lead to more vacancies and diminish the value and appeal of the surrounding commercial area.
- (c) Small businesses rely on a vibrant commercial corridor to attract customers.
- (d) It is in the best interest of the City of Glen Cove to encourage owners of vacant storefront properties to lease or otherwise utilize such properties in a productive manner rather than allowing them to remain vacant.
- (e) A vacant storefront registry will serve to drive economic development by helping potential small business owners access information about vacant storefront locations and their owners' contact information.

(3) Definitions.

Director of the Building Department – The Director of the Building Department of the City of Glen Cove or his/her authorized representative.

Storefront – Any space on the ground floor of a building or structure in the CBD Overlay Commercial District facing a street, sidewalk, walkway, right-of-way, parking lot or parking garage that may be occupied and used for a permitted use.

Vacant Storefront – Any storefront in the CBD Overlay Commercial District that no individual, organization, or business entity occupies and uses to conduct a permitted use.

(4) Registration of vacant storefront required.

- (a) The owner of a vacant storefront located in the CBD Overlay District shall register the property with the Building Department within 60 days of the effective date of this chapter, or, if a vacancy occurs after said 60 days, the owner shall register the property

within 30 days of the vacancy. Registration of a site shall be made by completing and filing with the Building Department all forms required by the Department which shall be signed by the owner and contain the following information:

- (1) The street address of the property;
- (2) The tax identification of the property;
- (3) The square footage of the vacant premises;
- (4) The owner's name, mailing address, e-mail address and telephone number(s), and if such owner is a corporation or other entity, the name, mailing address, e-mail address and telephone number(s) of an authorized officer or agent of such business entity;
- (5) The name, address and telephone number(s) of any realtor or property manager who is responsible for maintaining and/or reletting the vacant premises;
- (6) The date when the premises became vacant; and
- (7) Any additional information the City may require.

(b) The registration is valid for one year, except for the initial registration period, which shall be prorated through December 31. The owner shall be required to renew the registration annually as long as the building, or a portion thereof, contains a vacant storefront.

(c) At the time of the initial registration and any subsequent renewals thereof, the owner shall pay a fee for each vacant storefront in the CBD Overlay Commercial District in the amount set forth in the Fee Schedule of the City of Glen Cove.

(d) The registration renewal shall be completed and submitted to the Building Department by January 31 of each year.

(e) The owner shall notify the Building Department within 30 calendar days of any change in the registration information by filing an amended registration statement on a form provided by the Building Department.

(f) In the event the owner fails to register or renew the registration of a vacant storefront, as determined by the Director of Building Department, the owner thereof shall be notified, in writing, via first class and certified mail, return receipt requested, that the initial registration fee and/or registration renewal fee, as applicable, must be paid. Any owner who fails to register or renew the registration for a vacant storefront shall be subject to penalties set forth in §280-65.1 (K) (9).

(5) Posting of sign.

Upon registration, the Building Department shall provide the registrant with a standard sign which will include the name and contact information of the person responsible for the maintenance of the property. The owner shall cause the sign to be prominently

displayed in a storefront window or other storefront location clearly visible from the street, sidewalk, walkway, right-of-way, parking lot or parking garage, and the sign shall remain so posted until the storefront is legally occupied. The cost of the sign shall be charged to the applicant and included in the registration fee.

(6) Maintenance of Vacant Storefront.

(a) All storefronts shall be kept in good repair, painted where required, and shall not create a safety hazard or nuisance. If repairs to a storefront are needed, as determined by the Director of the Building Department, such repairs shall be made promptly.

(b) The owner of any vacant storefront shall remove all debris, trash, garbage, and other material in front of, behind and adjacent to the store.

(7) Fees.

(a) The fees for the vacant storefront registration statement shall be established by resolution of the City Council and set forth in the City Fee Schedule.

(b) Registration shall be renewed and a fee therefore paid upon the expiration of each calendar year following the initial registration if the storefront remains vacant.

(8) Exemption.

A vacant storefront shall be exempt from the payment of registration and renewal fees if the property is the subject of any one of the following:

(a) A valid open building permit or building permit application being pursued with diligence as determined by the Director of the Building Department;

(b) A pending land use application, including site plan, subdivision or special permit application which is being pursued with diligence as determined by the Director of the Building Department.

9. Penalties for offenses.

Any person who fails to comply with any provision of this chapter or fails to comply with any notice, order or directive of the Director of the Building Department or his/her representative after expiration of the time for compliance shall, upon conviction, be punished by a fine of not more than \$250.00. Each month a person fails to comply shall constitute a separate offense, and the penalties prescribed herein shall be applicable to each such separate offense.

10. Vacant storefront registry.

The City of Glen Cove shall establish a public online searchable vacant storefront registry. Such registry shall include all vacant storefronts registered with the City of

Glen Cove. The vacant storefront registry shall be available on the City of Glen Cove website.

6B

AGREEMENT

Agreement made this _____ day of _____, by and between the City of Glen Cove, 9 Glen Street, Glen Cove, NY 11542, and Lizardos Engineering Associates P.C., 200 Old Country Road, Suite 670, Mineola, NY 11501, to perform the hereinafter described service on behalf of the City:

1. Services to be Performed

A. Services

This Agreement covers the following engineering services, professional engineering and/or Architectural services to the city on an on call, as needed basis for the calendar year 2023.

- Mechanical/Electrical Design

B. Fees

A request for on call services will be initiated by City and Engineer will provide a Not-to-Exceed written estimate to the City. "The estimate shall include a staffing table by title with hours per task and hourly rates. Design Phase Services shall be based on direct technical labor rates times multiplier of 3.0. A maximum rate including multiplier shall be \$210/hr. Construction phase services shall be based on direct technical labor rates times multiplier of 2.3. A maximum rate including multiplier shall be \$170/hr. Unless provided otherwise in writing, Engineer's Not-to-Exceed estimate will be based upon Engineer's experience, qualifications, professional judgement and on data submitted by City. If Engineer believes that its costs are likely to exceed the Not to Exceed estimate, Engineer will notify City in writing indicating why the estimate will be exceeded and will provide a revised estimate. City shall not be liable for any additional cost(s) invoiced by Engineer in excess of Engineer's Not to Exceed or revised Not to Exceed estimate, as the case may be, unless approved by City in writing. Engineer shall have no obligation to provide services without compensation.

C. Changes in Scope of Services

If City or Engineer requests changes in the services to be performed in accordance with the Not to Exceed, or revised Not to Exceed estimate, Engineer and City, upon mutual agreement, shall execute a written change order describing the changes to the services and authorized budget. Engineer shall make no changes in the services unless approved by City in writing.

2. Time for Performance

- A. If Engineer's services are interrupted, suspended, or delayed for any reason beyond the reasonable control of the City, the work schedule and any completion date shall be adjusted accordingly, and Engineer shall be compensated for all its increased costs resulting from such interruption, suspension, or delay. In the event the duration of any delay in the services is longer than anticipated or if the costs of such delay are greater than anticipated, City may terminate this Agreement for its convenience.
- B. If Engineer's services are interrupted, suspended, or delayed for any reason beyond its reasonable control, requiring the work schedule and any completion date to be adjusted, then in such event the City shall be compensated for all its reasonable increased costs and damages, including reasonable attorneys' fees, resulting from such interruption suspension or delay.

3. Compensation and Payment

A. Compensation

Engineer's invoice shall be due and payable thirty (30) days from its receipt by City. If City objects to all or any portion of the invoice, City shall notify Engineer in writing within ten (10) days from its receipt of the invoice, identify the cause of disagreement, and pay when due that portion of the invoice that is not in dispute provided no outstanding claim exists against Engineer on behalf of the City. City's failure to provide such notice shall be evidence that the City has accepted the invoice as written. In the event the Engineer and City cannot resolve a dispute regarding the invoiced amount within thirty (30) days after receipt by Engineer of City's notice of disagreement, the dispute shall be subject to the Dispute Resolution provision of this Agreement. Engineer shall provide documentation to substantiate all claims for payment and shall itemize all invoice(s) showing itemized hours spent, including employee name, title, base rate, fringe factor and multiplier, travel and per diem expenses. The City does not pay premium rates for any overtime worked unless specifically authorized in writing by the City in advance of such expenditure. All expenses approved by the City will be paid at direct cost, with no allowance for markup.

B. Taxes

All local or state taxes or fees related to the Services (except any Federal and State income taxes) will be paid by Engineer and invoiced to City.

4. Engineer Responsibilities

A. Standard of Care

Engineer will perform the services in a manner consistent with the level of care and

skill generally exercised by firms providing the same or similar professional engineering and/or architectural services in the New York,-Long Island area under similar conditions at the time the services are provided. Engineer shall, without additional compensation, correct or revise any of its reports and other deliverables, not consistent with this standard of care which are made known to Engineer by City within one (1) year after the deliverable is sent to City.

B. Cooperation of City

Engineer will regularly advise City of the status of any particular project and will coordinate its activities with City and accommodate other City's activities at the project site. Engineer and City shall each designate an authorized representative to be available for consultation, assistance, and coordination of activities.

C. Responsibility for Uncompleted Services

Engineer and City intend that Engineer complete the services described in Engineer's proposal. If any of the services are eliminated, or if Engineer is not retained to provide subsequent services, Engineer's responsibility to City shall extend only to services completed as of the termination date.

D. Utilities

The scope of work requires utility mark out services etc., as described in the Proposal and as necessary to complete the project.

5. City's Responsibilities

A. Information

City agrees to provide information in its possession including surveys, studies, available descriptive information regarding construction, prior site evaluations and current conditions.

B. Cooperation with Engineer

City will cooperate with Engineer to complete the Project in a timely, efficient, and cost-effective manner. City shall designate an authorized representative familiar with a project who shall be available to Engineer and who has the authority to make all decisions required to assure that Engineer can provide the services.

6. Permits, Certifications, and Other Approvals

Unless specified otherwise Engineer shall obtain in City's name, all permits, and other approvals required for a project. Engineer's costs shall be invoiced to City.

7. Confidentiality

With the exception noted below, Engineer shall consider all City's information confidential and will not disclose City's information or its findings to any third party unless directed by a court order or by the City in writing. In the event Engineer is directed to provide information or findings by court order it will cooperate with City by providing as much notice as possible under the circumstances and by other lawful means as City may request.

City understands and agrees that applicable law may obligate Engineer to take action to protect public health, safety, or the environment, or to disclose to governmental regulatory agencies conditions that are discovered during providing services under this Agreement. Engineer will notify City prior to taking such action or disclosing such conditions to any governmental regulatory agencies, except that Engineer shall not be required to provide prior notice to City if the time required to provide such notice may result in or increase the risk of imminent harm to persons, property, or the environment, or may render Engineer criminally or civilly liable under applicable law and Engineer disclosure under these circumstances shall not be a breach of this Agreement.

With City's prior written approval, Engineer may use City's name and a general description of a project as a reference for business development purposes.

8. Ownership of Documents and Materials

All documents, including reports, drawings and specifications prepared by Engineer pursuant to this Agreement are instruments of its services and Engineer will retain a true copy of all information provided to the City under this Agreement. All project related information is the City's property. City agrees that Engineer information is not to be used by City or any other party in any way not directly related to the services provided for which the information was created or compiled.

City may make copies of Engineer's reports available to other parties. However, City shall not intentionally disclose any portions or excerpts of any report in a way that may mislead others. Engineer shall have no obligation to any third party unless agreed to in writing and is not responsible for City's use of Engineer work product in any other project or by any other party.

9. Allocation of Risk

A. Insurance

- 1) Unless other limits are specifically stipulated in writing for a specific project, Engineer will maintain the following insurance coverage over the duration of the project:

Insurance

Limits

Worker's Compensation Coverage A	Statutory
Employer's Liability/Coverage B	\$1,000,000 each accident
Commercial General Liability (Including Contractual Liability Bodily Injury and Property Damage Combined, and Personal Injury)	\$1,000,000 each occurrence \$2,000,000 in aggregate
Commercial Automobile Liability (Bodily Injury and Property Damage Limit Combined)	\$1,000,000 combined single
Professional Liability	\$1,000,000 each claim \$1,000,000 in aggregate

- 2) Engineer will provide City with a certificate evidencing that this insurance is in place and that the City is named as an additional insured on applicable policies. Engineer's policy requires that the Insurer give City thirty (30) days prior written notice of cancellation or material alteration in the policies or any part thereof in a manner adverse to City.

B. Indemnification

Engineer agrees to indemnify and hold City and its officers, directors, agents, servants, and employees harmless from and against claims, suits, damages, or losses incurred by City, to the extent caused by the negligent acts or willful misconduct of Engineer or its officers, directors, agents, servants or employees. This Agreement to indemnify and hold City harmless shall not extend to any suit, claims, damages, or losses caused by the acts, omissions, or willfull conduct of City.

No claim may be asserted by either party against the other, unless an action on the claim is commenced within two (2) years after the date of Engineer's final invoice to City for any particular project. This limitation shall not apply to any claim due to personal injury or death of a third party. Engineer shall not be liable for any special, incidental, or consequential damages unless said damages are occasioned by the negligence of Engineer, its officers, directors, agents, servants or employees.

10. Termination

A. Termination for Cause

Either party may terminate this Agreement for (1) failure of the other party to substantially perform its responsibilities under this Agreement, (2) substantial violation of any provision of the Agreement, or (3) discovery of conditions that differ materially from those ordinarily found to exist in, or generally recognized as inherent in any of the services contemplated under this Agreement. The terminating

party shall provide: (a) no less than ten (10) days written notice of its intent to terminate, specifying the reasons; (b) an opportunity for the terminated party to cure the alleged failure or violation within ten (10) days; and (c) an opportunity to reasonably consult with the terminating party before the effective date of termination.

B. Termination for Convenience

City may terminate this Agreement for its convenience on written notice of its intent to terminate. Each party shall be subject to all provisions of this Agreement during the period after notice and prior to the effective date of termination, unless otherwise agreed in writing.

C. Procedures After Termination

- 1) Engineer shall submit a final invoice to City as soon as practical after the effective date of termination. The final invoice will reflect all services and charges up to the effective termination date, including the cost to demobilize and terminate the services.
- 2) City shall pay Engineer final invoice within thirty (30) days after receipt. Any dispute relating to the final invoice will be resolved according to the Dispute Resolution provisions of this Agreement.

11. Dispute Resolution

- A. Any action to resolve a dispute arising out of this Agreement must be filed within one (1) year from the time the cause of action arose, or it shall be time barred.
- B. The parties shall attempt in good faith resolve any dispute, controversy or claim related to this Agreement within ten (10) business days after the date any such issue arises (the "Issue Date").
- C. If the parties cannot resolve a dispute within this period, the parties agree to submit the dispute to mediation within thirty (30) days after the Issue Date and may use any mediator upon which they mutually agree. If the parties cannot mutually agree on a mediator within forty (40) days after the Issue Date, the parties will each select a mediator. The two (2) mediators will then select the mediator. The cost of any mediation will be split equally between the parties.
- D. If the parties are unsuccessful in their good faith attempt to mediate the dispute, the dispute may, on the agreement of the parties, be settled by arbitration in the County of Nassau, State of New York. The parties agree to waive any jury trial.
- E. The laws of the State of New York will control. The parties agree that a judgment on an arbitration award may be obtained from and enforced in any court having

appropriate jurisdiction.

12. Miscellaneous

A. Successors And Assigns

- 1) This Agreement shall be binding on Engineer and City and their successors, legal representatives and assigns.
- 2) In accordance with the provisions of section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the City. An assignment shall not relieve the assigning party from any responsibility, duty, or obligation under this Agreement, unless expressly agreed to in writing. Any attempt by either party to assign this Agreement in violation of the above provision shall be null and void.
- 3) Engineer with the approval of the City may retain any subcontractors which, in Engineer's opinion, can assist in the performance of services under this Agreement. Engineer shall be responsible for all services provided by its subcontractor(s) as if the services were provided directly by Engineer.
- 4) All duties, responsibilities, rights, and interests created by this Agreement are for the sole and exclusive benefit of Engineer and City, and not for the benefit of any third party.

B. Notices

Any written notice required or authorized under this Agreement shall be personally delivered, sent by certified mail or overnight delivery to the other party at the address set forth for each party herein authorized representatives designated under this Agreement. The party providing notice must be able to document delivery to the other party by means of an affidavit of service or appropriate receipt.

C. Survival Of Sections

Articles 3, 7, 8, 9, 10 and 11 of this Agreement shall survive the completion of the services or termination of this Agreement.

D. Severability

If any provision of this Agreement is determined to be void or unenforceable by a court, all remaining provisions shall continue to be valid and enforceable. The parties when reasonably possible agree to reform or replace any void or unenforceable provision with a valid and enforceable provision that comes as close as possible to expressing the intention of the void or unenforceable provision.

E. Paragraph Headings

The paragraph headings in this Agreement are included solely for reference, and shall not define, limit, or affect the construction or interpretation of this Agreement.

F. Whole Agreement

The Agreement, as supplemented by any documented changes, constitutes the complete and final Agreement between Engineer and City. This Agreement supersedes all prior or contemporaneous Agreements, communications, representations, undertakings or understandings between the parties, whether oral or written, including but not limited to, purchase orders relating to any project, except as expressly incorporated into this Agreement. Modifications to this Agreement shall not be binding unless made in writing and signed by authorized representatives of Engineer and City.

- 1) All preprinted terms and conditions of any purchase order used to request or authorize services are void and of no effect unless otherwise agreed to in writing by the parties.
- 2) To the extent that they are inconsistent or contradictory, this Agreement shall take precedence over all other documents, except amendments expressly revising it.
- 3) Any term and/or condition set forth in a change order executed after the date of this Agreement shall take precedence over any inconsistent or

contradictory term in this Agreement.

G. Independent Contractor

Engineer shall be fully independent in performing services under this Agreement and shall not act as an agent or employee of City. Engineer shall be solely responsible for its employees, subcontractors, servants and agents and for their actions, compensation, benefits, contributions and taxes.

H. Rules

No rules, requirements or customs of any society or association of professional engineers or any similar association shall affect this Agreement in any way whatsoever or be binding upon the City.

I. Required Provisions of Law

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

- (a) Labor Law section 220-e and Executive Law sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
- (b) Affirmative action as required by the Labor Law.
- (c) Prevention of dust hazard required by Labor Law section 222-a.
- (d) Preference in employment of persons required by Labor Law section 222.
- (e) Eight-hour workday as required by Labor Law section 220(2).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

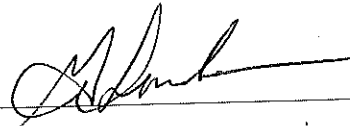
City of Glen Cove

Engineer/Architect

By: _____
Pamela Panzenbeck

Title: Mayor

Date: _____

By:  _____

Title: President and CEO

Date: 1/10/23

Firm Name: Lizardos Engineering Associates
P.C.

STATEMENT OF VENDOR QUALIFICATIONS

BUSINESS ENTITY INFORMATION				
<u>Legal Business Name</u> Lizardos Engineering Associates D.P.C.		<u>EIN</u> 11-2351830		
<u>Address of the Principal Place of Business</u> (street, city, state, ZIP) 200 Old Country Road Suite 670 Mineola, NY 11501		<u>New York State Vendor Identification Number</u> 1000005656		
		<u>Telephone</u> 516 484-1020 ext.	<u>Fax</u> 484-0926	
		<u>Website</u> Lizardos.com		
<u>Authorized Contact for this Questionnaire</u>				
<u>Name</u> George Lombardo		<u>Telephone</u> 516 484-1020 ext.	<u>Fax</u> 484-0926	
<u>Title</u> President and CEO		<u>Email</u> George.Lombardo@lizardos.com		
<p>Please note: Persons or firms submitting bids must be engaged in the lines of work required in these specifications, or shall be able to refer to work of similar character performed by them. Proposers must present satisfactory evidence of experience, ability, and financial standing, and also a statement as to their plant and machinery.</p>				
<p><i>Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u>, <u>Trade Name</u>, <u>Former Name</u>, <u>Other Identity</u>, or <u>EIN</u> used in the last five (5) years, the state and county where filed, and the status (active or inactive).</i></p>				
Type	Name	EIN	State or County where filed	Status
Architecture Engineering	Lizardos Engineering and Architecture Consultants PC	61-25131674	New York	Active

I. BUSINESS CHARACTERISTICS	
1.0 <u>Business Entity Type</u> – Check appropriate box and provide additional information:	
a) <input type="checkbox"/> <u>Corporation</u>	Date of Incorporation
b) <input type="checkbox"/> <u>Public Corporation</u>	Date of Incorporation
c) <input checked="" type="checkbox"/> <u>Sub-chapter "S" Corporation</u>	Date of Incorporation 12/17/1974
d) <input type="checkbox"/> <u>Limited Liability Company (LLC or PLLC)</u>	Date Organized
e) <input type="checkbox"/> <u>Limited Liability Partnership</u>	Date of Registration
f) <input type="checkbox"/> <u>Limited Partnership</u>	Date Established
g) <input type="checkbox"/> <u>General Partnership</u>	Date Established
h) <input type="checkbox"/> <u>Sole Proprietor</u>	How many years in business?
i) <input type="checkbox"/> <u>Other</u>	Date Established
If Other, explain:	
The Contractor's federal employer identification number is: 11-2351830	
DUNS Number: 06-593-3507	
1.1 Was the <u>Business Entity</u> formed in New York State?	[x] Yes [] No
If "No," indicate jurisdiction where the <u>Business Entity</u> was formed:	
[] United States	State
[] Other	Country
1.2 If the <u>Legal Business Entity's Principal Place of Business</u> is not in New York State, does the <u>Legal Business Entity</u> maintain an office in New York State? (Select N/A if <u>Principal Place of Business</u> is in New York State.)	[] Yes [] No [x] N/A
If "Yes," provide the address and telephone number for one office located in New York State.	

I. BUSINESS CHARACTERISTICS (continued)		
<p>1.3 Is the <u>Legal Business Entity</u> a New York State certified <u>Minority-Owned Business Enterprise (MBE)</u>, <u>Women-Owned Business Enterprise (WBE)</u>, <u>New York State Small Business (SB)</u>, or a federally certified <u>Disadvantaged Business Enterprise (DBE)</u>?</p> <p>If "Yes," check all that apply:</p> <p><input type="checkbox"/> New York State certified <u>Minority-Owned Business (MBE)</u></p> <p><input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise (WBE)</u></p> <p><input type="checkbox"/> <u>New York State Small Business (SB)</u></p> <p><input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise (DBE)</u></p>		<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>1.4 Identify <u>Officials</u> and <u>Principal Owners</u>, if applicable. For each person, include name, title, and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.</p>		
Name	Title	Percentage of Ownership (Enter 0% if not applicable)
George A. Lombardo, P.E.	President	15.15%
Ralph Aldorasi, P.E.	Senior Vice President	15.15%
Marios C. Tinis, P.E.	Senior Vice President	15.15%
John E. Lizardos, P.E.	Senior Vice President	15.15%
Dirk Anderson, P.E.	Associate Vice President	5.88%
Andrew Dubel, P.E.	Associate Vice President	5.88%
Selcuk (Steve) Sonmez, P.E.	Associate Vice President	5.88%
Patrick J. Tennant, P.E.	Associate Vice President	5.88%
Matthew R. Liff, P.E.	Associate Vice President	5.88%
Riza Susel, P.E.	Associate Vice President	5.00%
Robert Ductor	Associate Vice President	5.00%

2. LEADERSHIP INTEGRITY

Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute, or approve bids, proposals, contracts, or supporting documentation on behalf of the reporting entity with any government entity been:

2.0 Sanctioned relative to any business or professional permit and or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
2.1 Suspended, debarred, or disqualified from any government-contracting process?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
2.2 The subject of an investigation, whether open or closed, by any government entity that resulted in findings of civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
2.3 Indicted, granted immunity, or convicted of a felony or misdemeanor crime, or subject to a judgment for: a. Any business-related activity; or b. Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other

For each "Yes" or "Other" explain:

3. INTEGRITY – CONTRACT BIDDING	
<i>Within the past five (5) years, has the reporting entity:</i>	
3.0 Been <u>suspended</u> or <u>debarred</u> from any <u>government-contracting process</u> or been <u>disqualified</u> on any government procurement, permit, license, concession, franchise or lease, including but not limited to, <u>debarment</u> for violation of New York State Workers' Compensation or Prevailing Wage laws, or New York State Procurement Lobbying Law?	[] Yes [x] No
3.1 Been subject to a denial or revocation of a government prequalification?	[] Yes [x] No
3.2 Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by a <u>government entity</u> ?	[] Yes [x] No
3.3 Had a low bid rejected on a <u>government contract</u> for failure to <u>make good-faith efforts</u> on any <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or <u>Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative-action requirements</u> on a previously held contract?	[] Yes [x] No
3.4 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	[] Yes [x] No
3.5 Initiated a request to withdraw a bid submitted to a <u>government entity</u> in lieu of responding to an information request or subsequent to a formal request to appear before the <u>government entity</u> ?	[] Yes [x] No
For each "Yes" explain:	

4. INTEGRITY – CONTRACT AWARD*Within the past five (5) years, has the reporting entity:*

4.0 Been <u>suspended</u> or <u>terminated for cause</u> on any <u>government contract</u> including, but not limited to, a <u>non-responsibility finding</u> ?	[] Yes [x] No
4.1 Been subject to an <u>administration proceeding</u> or civil action seeking specific performance or restitution in connection with any <u>government entity</u> ?	[] Yes [x] No
4.2 Entered into a formal monitoring agreement as a condition of a contract award from a <u>government entity</u> ?	No
For each "Yes," explain:	

5. CERTIFICATIONS/LICENSES*Within the past five (5) years, has the reporting entity:*

5.0 Had a revocation, suspension, or disbarment of any business or professional permit and/or license?

[] Yes [x] No

5.1 Had a denial, decertification, revocation, or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise, or federal certification of Disadvantaged Business Enterprise status for other than change of ownership?

[] Yes [x] No

For each "Yes," explain and be sure to attach all relevant licenses and certifications related to this bid, regardless of whether or not there has a problem:

5.2 Does the Reporting Entity carry the following insurances:

- Workers Compensation
- Disability Benefits Insurance
- General Liability
- Comprehensive Automobile Liability

[x] Yes [] No

[x] Yes [] No

[x] Yes [] No

[x] Yes [] No

5.3 Attach any and all related insurance certificates appropriate to the services offered (i.e.: professional malpractice, workers compensation, property coverage, general liability, data breach, etc.) and/or as requested by the purchasing office.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company
750 Third Avenue 15th Floor
New York, NY 10017

CONTACT NAME: Certificate Department

PHONE (A/C, No, Ext): (212) 867-3550

FAX (A/C, No):

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Berkshire Hathaway Specialty Ins Company

22276

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED Lizardos Engineering Associates, P.C.
Lizardos Engineering Consultants, Inc.
200 Old Country Road
Suite 670
Mineola NY 11501

COVERAGES

CERTIFICATE NUMBER: 68559896

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
A	Professional Liability		47-EPP-305321-05	6/1/2022	6/1/2023	E.L. DISEASE - POLICY LIMIT \$
						\$5,000,000 Per Claim
						\$5,000,000 Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Lizardos Engineering Assoc

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	CONTACT NAME: Trudy Henry	
	PHONE (A/C, No, Ext): 770-552-4225	FAX (A/C, No):
INSURED Lizardos Engineering Associates D.P.C. 200 Old Country Road Suite 670 Mineola, NY 11501	E-MAIL ADDRESS: ACECCertificates@greyling.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Hartford Accident & Indemnity Company	NAIC # 22357
	INSURER B : Hartford Casualty Ins. Co.	29424
	INSURER C : Hartford Fire Insurance Co.	19682
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 22-23

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			20SBWDS7746	11/01/2022	11/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			20UEGNM5742	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			20XHGXU6200	11/01/2022	11/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
FOR INFORMATIONAL PURPOSES ONLY.


CERTIFICATE HOLDER

CANCELLATION

Lizardos Engineering Associates,
P.C.
200 Old Country Road
Suite 670
Mineola, NY 11501-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER

Marsh Affinity
a division of Marsh USA Inc.
PO Box 14404
Des Moines, IA 50306-9686

CONTACT NAME: Marsh Affinity

PHONE (A/C, No, Ext): 800-743-8130

FAX (A/C, No):

E-MAIL ADDRESS: ADPTotalSource@marsh.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: New Hampshire Insurance Co.

23841

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

ADP TotalSource DE IV, Inc.
5800 Windward Parkway
Alpharetta, GA 30005
L/C/F:
Lizardos Engineering Associates, D.P.C.

200 OLD COUNTRY ROAD
Mineola, NY 115010000

REVISION NUMBER:

COVERAGES

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	DED						PER X STATUTE
	RETENTION \$						OTH-ER
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT \$ Unlimited
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. DISEASE - EA EMPLOYEE \$ Unlimited
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ Unlimited

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for Lizardos Engineering Associates, D.P.C. paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy.

CERTIFICATE HOLDER

Lizardos Engineering Associates, D.P.C.
200 Old Country Road
Suite 670
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jo Phillips

ACORD 25 (2016/03)

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6. LEGAL PROCEEDINGS	
<i>Within the past five (5) years, has the reporting entity:</i>	
6.0 Been the subject of an <u>Investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation?	[] Yes [x] No
6.1 Been the subject of an indictment, grant of immunity, <u>judgment</u> , or conviction (including entering into a plea bargain) for conduct constituting a crime?	[] Yes [x] No
6.2 Received an OSHA citation and Notification of Penalty containing a violation classified as <u>serious or willful</u> ?	[] Yes [x] No
6.3 Had a <u>government entity</u> find a willful prevailing-wage or supplemental-payment violation or any other willful violation of New York State Labor Law?	[] Yes [x] No
6.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any <u>government entity</u> involving a violation of federal, state, or local environmental laws?	[] Yes [x] No
6.5 Other than previously disclosed: a) Been subject to fines or penalties imposed by <u>government entities</u> , which in the aggregate total \$25,000 or more, or; b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>governmental entity</u> ?	[] Yes [x] No
For each "Yes," explain:	

7. FINANCIAL AND ORGANIZATIONAL CAPACITY	
7.0 Within the past five (5) years has the <u>Reporting Entity</u> received any <u>formal unsatisfactory-performance assessment(s)</u> from any <u>government entity</u> on any contract?	[] Yes [x] No
If "Yes," provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
7.1 Within the past five (5) years, has the <u>Reporting Entity</u> had any liquidated damages assessed over \$25,000?	[] Yes [x] No
If "Yes," provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed, and the current state of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
7.2 Within the past five (5) years, have any <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$25,000 been filed against the <u>Reporting Entity</u> that remain undischarged?	[] Yes [x] No
If "Yes," provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's names(s), the amount of the lien(s), and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
7.3 In the last seven (7) years, has the <u>Reporting Entity</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	[] Yes [x] No
If "Yes," provide the bankruptcy chapter number, the court name, and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending," or "Closed." Provide answer below or attach additional sheets with numbered responses.	

7. FINANCIAL AND ORGANIZATIONAL CAPACITY (continued)

7.4 During the past three (3) years, has the Reporting Entity failed to file any tax returns required by federal, state, or local laws?

[] Yes [x] No

If "Yes," provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the Reporting Entity failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.

7.5 During the past three (3) years, has the Reporting Entity failed to file any New York State unemployment insurance returns?

[] Yes [x] No

If "Yes," provide the years the Reporting Entity failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken, and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

7.6 During the past three (3) years, has the Reporting Entity had any government audit(s) completed?

[] Yes [x] No

a) If "Yes," did any audit of the Reporting Entity identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contracts or grant agreements, significant abuse, or any material disallowance?

[] Yes [] No

If "Yes," to 7.6 a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken, and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

8. ASSOCIATED ENTITIES <i>This section pertains to any entity(ies) that either control, or is controlled by, the reporting entity.</i>	
8.0 Does the <u>Reporting Entity</u> have any <u>Associated Entities</u> ? Note: All questions in this section must be answered if the <u>Reporting Entity</u> is either: - An <u>Organizational Unit</u> ; or - The entire <u>Legal Business Entity</u> that controls, or is controlled by, any other entity(ies). If "No," SKIP THE REMAINDER OF SECTION 8.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
8.1 Within the past five (5) years, has any <u>Associated Entity Official</u> or <u>Principal Owner</u> been charged with a misdemeanor or felony, been indicted, granted immunity, convicted of a crime, or subject to a <u>judgment</u> for: a) Any business-related activity; or b) Any crime, whether or not business related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), the individual involved, his/her role in the <u>Associated Entity</u> , his/her relationship to the <u>Reporting Entity</u> , relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken, and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.2 Does any <u>Associated Entity</u> have any currently undischarged <u>Federal</u> , New York State, New York City, or other New York local government <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$50,000?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), identify the <u>Associated Entity's</u> name(s), EIN(s), primary business activity, relationship to the <u>Reporting Entity</u> , relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

8. ASSOCIATED ENTITIES (continued)

8.3 Within the past five (5) years, has any Associated Entity:

a) Been <u>disqualified</u> , <u>suspended</u> , or <u>debarred</u> from any <u>federal</u> , New York State, New York City, or other New York local <u>government- contracting process</u> ?	[] Yes [x] No
b) Been denied a contract award, or had a bid rejected, based upon a <u>non-responsibility finding</u> by any <u>federal</u> , New York State, New York City, or other New York local <u>government entity</u> ?	[] Yes [x] No
c) Been <u>suspended</u> , <u>cancelled</u> , or <u>terminated for cause</u> (including <u>non-responsibility</u>) on any <u>federal</u> , New York State, New York City, or New York local <u>government contract</u> ?	[] Yes [x] No
d) Been the subject of an investigation, whether open or closed, by any <u>federal</u> , New York State, New York City, or New York local government entity for a civil or criminal violation with a penalty in excess of \$500,000?	[] Yes [x] No
e) Been the subject of an indictment, grant of immunity, <u>judgment</u> , or conviction (including entering into a plea bargain) for conduct constituting a crime?	[] Yes [x] No
f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>federal</u> , New York State, New York City, or other New York local <u>government entity</u> ?	[] Yes [x] No
g) Initiated, or been subject of, any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	[] Yes [x] No

For each "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant date(s), the government entity involved, any remedial or corrective action(s) taken, and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9. REFERENCES AND PROFESSIONAL MEMBERSHIPS

9.0 Bank References

A. Bank of America, Laura McKenna 631-547-7609

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

9.1 Trade Association Memberships

A. ACEC New York

B. NFPA

C. ASHRAE

D. IFMA

10. CERTIFICATION

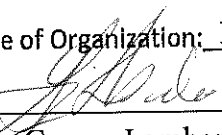
10.0 Attach state of financial conditions, including vendor's latest regulated dated financial statement or balance sheet.

Date of current statement or balance sheet: May 31, 2020

Name and address of firm preparing statement: Grassi & Co., 50 Jericho Quadrangle, Jericho, NY

Dated at 200 OldCountry Road this 10 Day of January 2022

Name of Organization: Lizardos Engineering Associates, D.P.C.

By: 

Title: George Lombardo, President and CEO

State of: NEW YORK)
:ss

County of: NASSAU)

Mr. George Lombardo being duly sworn deposes and says that
he/she is the President and CEO of Lizardos Engineering contractor and that
answers to the forgoing questions and all statements therein contained are true and correct.

Sworn to before me this 10 day of January 2022

Notary Public: _____

My Commission expires: _____

Notary Seal/Stamp

6C

Invoice

DATE	INVOICE #
12/15/2022	9556

BILL TO
City of Glen Cove Water Department
9-13 Glen Street
Glen Cove, NY 11542

Customer Telephone #

P.O. NO.	TERMS
	Due on receipt

DESCRIPTION	AMOUNT
Job Location: 18 Beatrice Lane, Glen Cove Date of Completion: Wednesday November 23rd 2022 Supply labor, machine, material , 3" mud pump, compressor, removal of mud, truck in of dry fill and patch roadway to excavate and repair (1) 8" water main in roadway. Found ring crack, repaired with rap around clamp Sales Tax	 8,935.00 0.00T 0.00
	<i>re</i>
	Total \$8,935.00
	Payments/Credits \$0.00
	Balance Due \$8,935.00

Phone #	Fax #	E-mail
516 747 1311	516 746 2616	orchidcontracting@verizon.net

11 Dennis Street
Garden City Park, NY, 11040

DATE	INVOICE #
1/3/2023	9574

BILL TO
City of Glen Cove Water Department 9-13 Glen Street Glen Cove, NY 11542

Customer Telephone #
MColangelo@glencoveny.gov

P.O. NO.	TERMS
	Due on receipt

DESCRIPTION		AMOUNT
Job Location: EMERGENCY Cove Street & Knoll Place		9,520.00
Date of Completion: Tuesday December 6th 2022		
Excavate 6" water main at top of hill and cut in (1) 6" gate valve to control water main. Did not make repair on main. Supply labor, machine, material, 6" valve, 6" pipe, temp patch.		0.00T
Sales Tax		0.00
Total		\$9,520.00
Payments/Credits		\$0.00
Balance Due		\$9,520.00

Phone #	Fax #	E-mail
516 747 1311	516 746 2616	orchidcontracting@verizon.net

2

Orchid Sewer & Water Contr. Corp.

11 Dennis Street
Garden City Park, NY, 11040

Invoice

DATE	INVOICE #
1/3/2023	9570

BILL TO
City of Glen Cove Water Department 9-13 Glen Street Glen Cove, NY 11542

Customer Telephone #
MColangelo@glencoveny.gov

P.O. NO.	TERMS
	Due on receipt

DESCRIPTION	AMOUNT
Job Location: Cove Street and Glen Street-Lower blow out. * EMERGENCY *	22,855.00
Date of Completion: Tuesday November 29th 2022 Supply labor, machine, material, 3" mud pump and compressor for the following work; 1) Excavate Glen Street to find gas main to crimp off. 2) Excavate roadway (Cove Street) where water main break happened. Repair 8' of 6" piping with (2) couplings. Found section of pipe missing. 3) Trucking 30 yards of fill and (8) tons of blacktop, light towers.	0.00T
All work done during regular hours and after hours. Sales Tax	0.00
Total	\$22,855.00
Payments/Credits	\$0.00
Balance Due	\$22,855.00

Phone #	Fax #	E-mail
516 747 1311	516 746 2616	orchidcontracting@verizon.net

12

Orchid Sewer & Water Contr. Corp.

11 Dennis Street
Garden City Park, NY, 11040

Invoice

DATE	INVOICE #
1/3/2023	9573

BILL TO
City of Glen Cove Water Department 9-13 Glen Street Glen Cove, NY 11542

Customer Telephone #
MColangelo@glencoveny.gov

P.O. NO.	TERMS
	Due on receipt

DESCRIPTION	AMOUNT
Job Location: Cove Street- Middle of Block, 50' South of Knoll Place * EMERGENCY *	9,840.00
Date of Completion: Saturday December 3rd 2022 Excavate and repair (1) 6" water main in roadway, found water main to have split open. Repair 3' section of main with ductile iron piping and (2) couplings. Supply labor, machine, compressor, 3" mud pump, dry fill, removal of mud. Note: All work on a Saturday. Sales Tax	0.00T 0.00
Total \$9,840.00	
Payments/Credits \$0.00	
Balance Due \$9,840.00	

Phone #	Fax #	E-mail
516 747 1311	516 746 2616	orchidcontracting@verizon.net

2

11 Dennis Street
Garden City Park, NY, 11040

DATE	INVOICE #
1/3/2023	9569

BILL TO

City of Glen Cove Water Department
9-13 Glen Street
Glen Cove, NY 11542

Customer Telephone #
MColangelo@glencoverny.gov

P.O. NO.	TERMS
	Due on receipt

DESCRIPTION	AMOUNT
Job Location: Cove Stret-Top of Hill *EMERGENCY*	9,840.00
Date of Completion: Saturday November 26th 2022 Excavate (1) 6" water main in road, found 3' section blown out. Install 4' section of ductile iron piping with (2) couplings. Supply labor, machine, temp patch, dry fill, removal of mud.	0.00T
Note: All work on Saturday Sales Tax	0.00
Total	\$9,840.00
Payments/Credits	\$0.00
Balance Due	\$9,840.00

Phone #	Fax #	E-mail
516 747 1311	516 746 2616	orchidcontracting@verizon.net



architects + engineers

538 Broad Hollow Road, 4th Floor East
Melville, NY 11747 | tel 631.756.8000

6 D

December 19, 2022

Mr. Louis Saulino, P.E., Director of Public Works
City of Glen Cove – Water Department
9 Glen Street
Glen Cove, New York 11542

**Re: City of Glen Cove – Water Department
Proposal – 2022 Annual Water Supply Statement/Consumer Confidence Report
H2M Letter Proposal No.: LP221540**

Dear Mr. Saulino:

H2M architects + engineers is pleased to present this proposal to prepare the combined Annual Water Supply Statement/Consumer Confidence Report (CCR) as required by the USEPA, New York State Department of Health and Nassau County Department of Health and the associated required data for the 2020 report.

H2M proposes to provide the following services:

1. Prepare Annual Water Supply Statement/Consumer Confidence Report that summarizes the water quality from the City's distribution system and have the City publish the statement by May 31, 2023. (Draft to City by May 8th).
2. Prepare the Supplemental Data Package that summarizes the laboratory test results for every well for 2021. Provide the City twenty (20) copies of the package that will be made available to the public at City Hall and local public libraries.
3. Submit Annual Supply Statement/Consumer Confidence Report and Supplemental Data Package to NCDH, New York State Health Department and New York State Department of Environmental Conservation.

H2M proposes to provide the above services for a lump sum fee of \$3,300. Please let us know if you will issue a Purchase Order for this specific task.

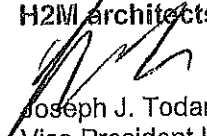
Please note that the USEPA and NYSDOH have changed the regulations for the delivery of the Annual Report. The City can now utilize electronic delivery by posting the report on the City's website. This will save the City on printing and postage for the mailing. You will need to mail a postcard or add a note on the water bills that informs all residents where they can view the Annual Notice.

H2M appreciates the opportunity to provide the City with consulting engineering services.

Should you have any questions or comments, please contact this office.

Very truly yours,

H2M architects + engineers


Joseph J. Todaro, P.E., LEED AP BD+C
Vice President | Department Manager

JJT:slj

Enclosure

J:\ps\2022\lp221540 - glcv - 2022 annual water quality report\lp221540 - glcv - 2022 annual water quality report.docx

H2M Architects, Engineers, Land Surveying and Landscape Architecture, DPC (NY) offers its services in NY only
H2M Architects & Engineers, Inc. (NJ) offers its services in NJ, CT, MA, PA, VA only
H2M Associates, Inc. (NJ) offers its engineering, land surveying, landscape architecture services in NJ only

h2m.com

**LiRo Engineers, Inc.**

A LiRo Group Company

235 East Jericho Tpke, Mineola, NY 11501 Telephone 516.746.2350 Facsimile 516.747.1396 www.liro.com

6-F

December 15, 2022

Louis Saulino, P.E., Director of Public Works
City of Glen Cove
Glen Cove City Hall
9 Glen Street
Glen Cove, NY 11542

Re: Engineering Services for the Construction Phase of the 2021 Road Program
Addendum No. 2

Dear Mr. Saulino:

We are requesting an increase of engineering fees for our existing road improvement project referenced above.

We have been providing construction phase services related to the contract with Roadwork Ahead including Crow Ln, Donahue St., Kemp Ave., and Ralph W. Young Ave.

In addition, the City has authorized for necessary repairs on Marietta Rd., Dixon St., Johnson St., Cove St., Jackson Ln, Valley Rd., Middle Cross and Tower Rd. for which we are assisting the City with Construction Phase services.

We are requesting \$42,100 to cover our costs for the above extra work and to complete our services for this project.

An outline of estimated costs exceeding our existing agreement are listed below.

STAFFING TABLE

<u>Task</u>	<u>Title</u>	<u>Hourly Rate</u>	<u>Hours</u>	<u>Total</u>
Engineering	Engineer	\$210	12	\$2,520
	Snr. Engineering Technician	\$163	60	\$9,780
Inspection	Full-time Inspector	\$149	200	<u>\$29,800</u>
			TOTAL	\$42,100

Note that LiRo's cost for Construction Phase Services is dependent on the contractor's schedule and any unforeseen issues that might occur during construction.



Engineering Services shall be in accordance with the City of Glen Cove/LiRo On-Call Agreement.

We are therefore requesting the currently approved authorization of \$186,640.00 be increased to \$228,740.00.

Should you approve, please indicate your authorization below and return a signed copy to this office.

Please advise if you have any questions.

Sincerely,

Paul F. Stevens, P.E.
Associate Vice President

Authorization

Date



66

January 19, 2023

Mr. Louis Saulino, P.E.
Director of Public Works
City of Glen Cove
City Hall – 9 Glen Street
Glen Cove, New York 11542

**RE: Interim Site Management Plan Implementation (2023.01.01-2023.12.31)
Ferry Terminal & Herb Hill Road/Garvies Point Road/Dickson Street (Public
Roadways)
PWGC LP# 23LP012 REV1**

Dear Mr. Saulino:

P.W. Grosser Consulting, Inc. (PWGC) is pleased to provide you with this revised proposal to provide professional environmental and engineering services for the above referenced sites. This proposal is for implementation of the Interim Site Management Plan (SMP) for the Captain's Cove Condominium Site and the SMP for the Public Roadways.

The site has been remediated pursuant to the New York State Department Environmental Conservation (NYSDEC) and United States Environmental Protection Agency (USEPA) Excavation Work Plan (EWP) and the site has been developed. The Interim SMP for the Captain's Cove Condominium Site and the SMP for the Public Roadways have been developed to manage the site long term post-construction. The SMPs address the means for implementing the institutional controls (ICs) and engineering controls (ECs) that are required by the environmental easement for the site.

BACKGROUND

EC/ICs were incorporated into the site remedy to control exposure during use of the site. ECs include a composite cover system and a combination of a vapor barrier system and sub-slab depressurization system (SSDS) beneath the building. ICs include (1) implement, maintain, and monitor ECs, (2) prevent future exposure to native soils, and (3) limit the use and development of the site to restricted-residential, commercial, or industrial uses only.

In accordance with the Interim SMP and SMP, implementation, maintenance, and monitoring of the ECs/ICs will include:





- Routine inspections of the ECs by the building staff;
- Operation, maintenance, and monitoring of the SSDS, response to any alarms, and performance of an inspection quarterly for the first year, and then annually thereafter;
 - The site is currently in the annual phase.
- Annual inspection of the site to confirm EC/ICs are in compliance with the Interim SMP and SMP; and
- Preparation and submittal of a Periodic Review Report (PRR) which documents the status of ECs/ICs beginning 12 months after approval of the Interim SMP and SMP and then annually thereafter.

The Scope of Work below is based upon the Interim SMP and SMP and may need to be altered if changes are made. This Scope of Work covers planned activities for the second year which will be from January 2023 to December 2023. Proposals for subsequent years shall be provided under separate cover.

Task 1 – Annual EC/IC Certification Inspection (Ferry Terminal & Roadways)

Site-Wide inspections will be performed at a minimum of once per year. Additional inspections may be performed if requested by the regulatory agencies, City of Glen Cove, or property owner. Site-wide inspections will also be performed after all severe weather conditions that may affect ECs or monitoring devices.

In accordance with the Interim SMP, PWGC will perform a site-wide inspection at least once per year. The inspection will assess the following:

- Compliance with all ICs, including site usage;
- An evaluation of the condition and continued effectiveness of ECs;
- General site conditions at the time of the inspection;
- The site management activities being conducted; and
- Confirm that site records are up to date.

For the purpose of this proposal, PWGC has made the assumptions that the annual site-wide inspections for the Ferry Terminal and Roadways can be performed on the same day. PWGC has assigned a lump sum fee of **\$1,200.00** for the site-wide inspections for the second year.

Task 2 – Periodic Review Reports

PWGC will prepare annual PRRs (One for the Ferry Terminal and one for the Roadways) to document compliance with the EC/ICs outlined in the Interim SMPs. The PRRs shall be submitted annually to the regulatory agencies starting 12 months following approval of the Interim SMP and SMP. It is assumed the PRRs will cover



activities completed between January 2023 and December 2023 and be submitted on January 17, 2024.

PWGC has assigned a lump sum fee of **\$5,000.00** for the preparation of the PRRs for the second year.

COSTS

Costs to perform the above outlined services have been assigned a lump sum fee of **\$6,200.00**. The fee is based on the assumptions detailed above.

EXCLUSIONS

Additional services outside the scope of this proposal will be performed in accordance with PWGC's "2023 On-Call Professional Engineer and/or Architectural Services" agreement with the City of Glen Cove. Such services may include, but not be limited to, response to alarms, maintenance of on-site equipment, performance of additional inspections, etc.

Thank you for the opportunity to propose on this project. Please call if you have any questions or would like to discuss the project further. We look forward to hearing from you.

Best,

P.W. GROSSER CONSULTING

Derek Ersbak, PG
Vice President





CLIENT	City of Glen Cove
PROJECT SITE	Ferry Terminal Building & Roadways
PWGC LP#	23LP012 REV1

I acknowledge that I am an authorized representative of the company, that I have full responsibility to execute this proposal, and that payment is due upon receipt of each invoice. I assume personal responsibility for payment of P.W. Grosser services.

Approved by _____
Signature Date

Printed Name, Company _____
Date

Please indicate where invoices should be sent for processing:

Name _____

Address _____

Email _____

Billing Instructions:

Purchase Order # _____

Date invoices must be received by to be included in current billing cycle: _____

Invoices will be submitted via email. Do you require a hard copy in the mail? ☐ Yes ☐ No

Please list any additional special instructions for billing:





BENSIN CONTRACTING, INC.
WATER SUPPLY & WASTE TREATMENT



792 CR#3

January 27, 2023

Kurt J. Dirr, Engineer I
D&B ENGINEERS & ARCHITECTS, PC
330 Crossways Park Drive
Woodbury, NY 11797

6H

RE: CITY OF GLEN COVE PTAS @ SEAMAN ROAD - PLUMBING CONTRACT (DB 5119)

Dear Kurt:

As per your request, following is Bensin Contracting's change order proposal for your consideration.

SCOPE OF WORK

Furnish all labor & material to perform the following task(s):

- Layne to perform additional well work including additional reaming, larger (24") casing, larger (20") 316 SS screen, & addition of the riser. All work to be performed in accordance with Layne proposal letter dated 1/19/2023 as approved by D&B Engineers.

Attached is a breakdown of the cost involved.

Total: \$87,780.00

EXCEPTIONS & CLARIFICATIONS

Following are exceptions and clarifications to our proposal:

- This change may require an Extension of Time. If so, the final number of days requested will be determined by the length of time required to receive approval and perform the abovementioned scope of work.

Should you find this acceptable, please forward the appropriate change order paperwork or authorization to proceed. Thank you.

Sincerely,

BENSIN CONTRACTING, INC.

Susan Sanchez

61

**NEW YORK STATE
EXECUTIVE DEPARTMENT
OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION**

REVOCABLE MARINE EQUIPMENT LICENSE

Date: January 6, 2023

LICENSEE: Glen Cove City Police Department

LICENSEE CONTACT: John Testa, 516-671-4263

NAME & PHONE

PARKS CONTACT: Paul Littman, Director
Bureau of Marine Services
Telephone: (518) 486-1897
Email: paul.littman@parks.ny.gov

EQUIPMENT:

<u>Year</u>	<u>Make</u>	<u>Registration Number</u>	<u>H.I.N</u>
2018	BRUNSWICK	NY4658HA	WCG00031E818

TERM: Beginning Date: 2022

FEE: \$0.00 For the Term

The New York State Office of Parks, Recreation and Historic Preservation ("PARKS"), pursuant to Parks, Recreation and Historic Preservation Law §§ 3.09(4) and 3.09(6) and through its recreational boating safety program approved under 46 U.S.C. §13102, does hereby grant LICENSEE a Revocable License to use the equipment listed above (the "EQUIPMENT") upon the following terms and conditions:

1. **Use of Licensed Equipment.** The EQUIPMENT may be used for marine law enforcement purposes and training only and may not be used for any other purpose.
2. **"As Is" Condition.** LICENSEE has examined and inspected the EQUIPMENT and agrees to take the EQUIPMENT "as is", in the condition that it is in when turned over to LICENSEE by PARKS. LICENSEE acknowledges that it has not relied upon any representation

or statement of PARKS or of its officers, agents or employees as to the condition of the EQUIPMENT.

3. **Modifications to Licensed Equipment.** LICENSEE may mark the EQUIPMENT with its official seal or logo for identification purposes, such identifying mark to be removed at the termination of the License. No other modifications shall be undertaken with respect to the EQUIPMENT, except for required maintenance and repairs, without the prior written approval of PARKS. All approved modifications shall remain on the EQUIPMENT as a part thereof and will be surrendered with the EQUIPMENT at the termination of this License.

4. **Operation and Maintenance of Licensed Equipment.** The LICENSEE shall require qualified staff to operate EQUIPMENT and shall supervise and maintain the EQUIPMENT to insure its safe, orderly and proper use. LICENSEE shall maintain the EQUIPMENT included under this License in good working order. LICENSEE shall cooperate with State Parks' employees and shall comply with all reasonable requests made by such employees with respect to the operation and maintenance of the EQUIPMENT.

If replacement or repair of any part or system becomes necessary due to ordinary wear and tear, LICENSEE shall notify PARKS within 72 hours of discovery of the defect. PARKS may elect, at its sole discretion, to replace such part or system at PARKS' own expense, to allow LICENSEE to replace such part or system at LICENSEE's own expense, or to terminate this License. PARKS may, at its sole discretion, provide LICENSEE with replacement equipment under a new license, if comparable replacement equipment is available.

PARKS shall not be required or obligated to make or undertake any repairs, improvements or maintenance work on the EQUIPMENT or, in the event the EQUIPMENT or any part thereof shall be damaged or destroyed, restore the EQUIPMENT. In the event of destruction or damage beyond repair, the LICENSEE surrenders any right to use the EQUIPMENT. This License shall be considered terminated and the EQUIPMENT shall be surrendered the LICENSEE.

5. **Life Jacket Policy.** LICENSEE shall adopt policies requiring the wearing of Life Jackets by all persons on board while underway when using the EQUIPMENT.

6. **ECOS Policy.** If vessel is so equipped, LICENSEE shall utilize the emergency engine cutoff switch.

7. **Inspection.** PARKS shall have the right to inspect the EQUIPMENT at any time during the term of this license.

8. **Reporting.** The LICENSEE shall submit to PARKS, the form titled "Navigation Law Enforcement Activity Report" and the "Marine Services Maintenance Log" in its entirety no later than December 1st of each calendar year.

9. **Extent of License.** This License does not convey to the LICENSEE any interest in the EQUIPMENT other than a license to use the same for the purposes described herein. Such EQUIPMENT shall remain the property of the State of New York and shall at no time be or become the property of the LICENSEE.

10. **Indemnification and Insurance.** **Indemnification.** The LICENSEE shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the use of the EQUIPMENT. LICENSEE covenants and agrees to defend, indemnify and hold harmless the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, and their officers, employees, and agents from any and all liability, claims, suits, actions, damages and costs of every nature which may arise out of or result from use made by the LICENSEE of the EQUIPMENT.

Insurance. The LICENSEE shall provide proof of self-insurance or shall obtain Marine Protection and Indemnity Insurance that covers all marine operations under this LICENSE, with a minimum \$2,000,000 limit. Hull and Machinery coverage shall be provided for the total value of the watercraft or EQUIPMENT. All required insurance policies shall name the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, and their officers, employees, and agents as an additional insured.

In lieu of proof of self-insurance, LICENSEE shall provide proof of such insurance to PARKS Marine Services Bureau annually in accordance with the following requirements: provide an ACORD 31 Certificate of Insurance or equivalent proof to the satisfaction of PARKS that

references this LICENSE; the certificate holder on the form shall be "New York State Office of Parks, Recreation and Historic Preservation, 625 Broadway, Albany, New York, 12207"; the form shall be completely filled out with the date of issuance, names of the insured, carrier, policy numbers, coverage period, any deductible or self-insured retention amounts, each occurrence and aggregate limits, and exclusions or additional insured endorsements to the policy shall be signed by an authorized representative of the reference insurance carrier; and only an original ACORD 31 form or electronic versions of the same that can be directly traced back to the insurer, agent, or broker via email distribution or similar means will be accepted.

Notifications. The LICENSEE shall notify PARKS Marine Services Bureau of any personal injury or property damage accidents and/or claims arising from the use of the EQUIPMENT and/or of any damage to the EQUIPMENT. Such notice shall be provided in writing as soon as practicable, but in no circumstance later than seventy-two (72) hours following the LICENSEE's notice of the accident, claim or damage. Failure to comply with these conditions, constitutes grounds to terminate this License.

11. **Compliance with Laws.** The LICENSEE shall comply with all applicable federal, state and local laws, ordinances, rules and regulations applicable to the EQUIPMENT or the use thereof by the LICENSEE.

12. **Termination.** This LICENSE is given on the express condition that if the EQUIPMENT is used by the LICENSEE for any other purpose, or in the event the LICENSEE violates any applicable statute, law, rule or regulation or does not comply with the terms and conditions of this License or any of them, then the License shall terminate and all rights herein granted shall cease and PARKS shall be entitled to take immediate physical possession of the EQUIPMENT without notice to the LICENSEE, and without making application to the courts to dispossess or otherwise remove the LICENSEE therefrom.

In the event the LICENSEE has discontinued or abandoned use of the EQUIPMENT, the LICENSEE shall promptly notify PARKS and return the EQUIPMENT.

13. **Revocation.** If at any time during the term of this License, PARKS shall need the EQUIPMENT for any use necessary to the performance of its public purposes, PARKS may

revoke this License by giving LICENSEE thirty (30) days' notice in writing of intention to do so, and upon the giving of such notice, this License and its terms shall terminate, expire and come to an end at the date fixed in such notice.

14. **State Parks Use for Training.** LICENSEE shall make the EQUIPMENT available to PARKS for marine enforcement training program purposes upon written request, no less than 30 days in advance.

15. **Non-Waiver.** The waiver by PARKS of any term or condition of this License shall not be deemed a waiver of any other term or condition, nor shall it be deemed a waiver of the subsequent breach thereof.

16. **No Assignment.** This License shall not be assigned or transferred without the prior written approval of PARKS.

17. **Special Conditions.** The following special conditions apply:

THE PEOPLE OF THE STATE OF NEW YORK
Acting by and through the Commissioner of Parks,
Recreation and Historic Preservation

Issued By: _____
Paul Littman, Director
Bureau of Marine Services

ACCEPTANCE OF LICENSEE
(LICENSEE is fully authorized to execute this Agreement and the person signing this Agreement on its behalf has the authority to execute this Agreement.

)

By: _____

Name: _____

Title: _____

Membership Application & Facility Agreement Instructions for Completion

Thank you for your interest in becoming an MMCAP Infuse member.

New member applications generally take less than one week to process upon receipt. Once your membership has been approved and activated, you will receive a welcome letter and a copy of the fully-executed Membership Application and Facility Agreement.

Eligibility

MMCAP Infuse membership is limited to facilities that:

1. Have legal authority to contract with the State of Minnesota, and
2. The State of Minnesota has legal authority to contract with the entity. Minnesota's authority is limited by Minnesota Statutes Section 471.59, subdivision 10 to:
 - Other states
 - Agencies of other states
 - Counties
 - Cities
 - School Districts
 - Federally recognized Indian tribes
 - Entities recognized by the member state's statutes as authorized to use that state's commodity or service contracts (Minnesota Statutes Section 16C.03, subdivision 10 – found at: <https://www.revisor.mn.gov/statutes/?id=16C.03>)

Application Check List

☐ Membership Application completed with each question answered

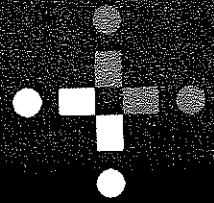
If this application includes multiple ship-to locations contact MMCAP Infuse Membership at 651.201.2420 or mmcap_infuse.membership@state.mn.us.

☐ Facility Agreement signed by proper authority of the facility applying

☐ Membership Application and Facility Agreement forwarded to MMCAP Infuse for final processing, at mmcap_infuse.membership@state.mn.us

If you have any questions, please contact MMCAP Infuse at (651) 201-2420.

MMCAP INFUSE



Membership Application and Facility Agreement

Forward the completed Membership Application and executed Facility Agreement to MMCAP Infuse for final processing, at mmcap_infuse.membership@state.mn.us

1. Facility Information:

* If this application includes multiple ship-to locations contact MMCAP Infuse Membership at 651.201.2420

Legal Name (no abbreviations or acronyms): City of Glen Cove		
"Bill To" Street Address: 9 Glen Street		
City: Glen Cove	State: New York	Zip: 11542
"Ship To" Street Address: 9 Glen Street		
City: Glen Cove	State: New York	Zip: 11542
Facility Website: www.glencoveny.gov		
Primary Contact Name: Yelena Quiles		Title: Purchasing Agent
Primary Contact Email: yquiles@glencoveny.gov		Primary Contact Phone: (516)676-2108
Second Contact Name (two contacts must be listed for facility): Jenna Belfiore		Title: Purchasing Clerk
Second Contact Email: jbelfiore@glencoveny.gov		Second Contact Phone: (516) 320-7823

2. What type of entity is the facility? (Check one)

☐ State Government

☐ County/Parish Government

☒ Municipal Government

☐ Non-government Private - non-profit

☐ Federal Government

3. What is the primary purpose of your facility? (Check one)

☒ Central Purchasing/Business Office

☐ Correctional Facility

☐ Convalescence/Nursing Facility

☐ Mental Health

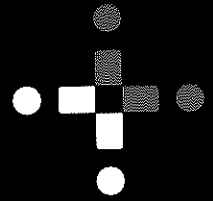
☐ Public Health

☐ Public Safety/First Responders

☐ Veterinary

☐ Other: _____

MMCAP INFUSE



4. Facility Identifiers

- a) Health Industry Number (HIN) - if unknown, leave blank:
- b) Facility's State Pharmacy License Number, if applicable:
- c) DEA Number, if applicable (required for controlled substances):

5. Indicate which MMCAP Infuse programs the facility intends to use (Check all that apply):

☐ Pharmacy

- ☐ Pharmaceutical Wholesaler Services
(AmerisourceBergen, Cardinal Health, or
Morris & Dickson)
- ☒ Products
- ☒ Prescription Drugs (other than vaccines)
- ☐ Vaccines (other than influenza)
- ☐ Over-the-Counter
- ☐ Nutritionals
- ☐ Diabetic Supplies (meters/strips/syringes)
- ☐ Containers and Vials
- ☒ Contract Price Auditing
- ☐ Pharmaceutical Reverse Distribution
- ☐ Pharmaceutical Repackaging

☐ Influenza Vaccine

☒ Prescription Filling/Pharmacy Services

☐ Animal Health

☒ Emergency Preparedness/Stockpiling

☒ Healthcare Products & Services

- ☒ Medical Supplies & Distribution Services
- ☐ Dental Supplies & Distribution Services
- ☐ Drug Testing Kits & Services
- ☐ Condoms

6. If anything under "Pharmacy Program" was checked please answer this question, otherwise skip.

Within the past year, has this facility been affiliated with a pharmaceutical group purchasing organization (GPO) other than MMCAP Infuse? (Please check one.)

- ☒ No
- ☐ Yes, but the facility is switching to MMCAP Infuse. Attach a signed letter on the facility's letterhead stating that it wishes to discontinue your association with its current pharmaceutical GPO and use MMCAP Infuse instead.
- ☐ Yes, and the facility will remain with its current GPO.
Current pharmaceutical GPO Name: _____
Products the facility currently purchases: _____

*** MMCAP Infuse will complete these two questions ***

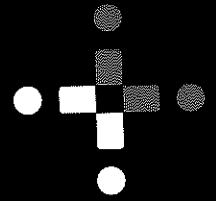
7. Specific legal authority under which this facility may purchase goods and services from MMCAP Infuse:

8. Is the facility 340B (PHS)* Eligible?

*The Federal 340B Drug Pricing Program provides significant pharmaceutical discounts to facilities receiving certain types of federal government funding.

- ☐ Yes ☒ No

MMCAP INFUSE



9. Which best describes the facility? (Check all that apply)

- ☐ Acute Care
- ☐ Adult Daycare
- ☐ Ambulatory Care Pharmacy
- ☐ Assisted Living
- ☐ Clinic (if checked, then check all that apply)
 - ☐ City
 - ☐ Dental
 - ☐ Dialysis
 - ☐ Oncology infusion clinic or practice
 - ☐ Outpatient
 - ☐ Radiology services
 - ☐ State
 - ☐ Surgical
 - ☐ WIC (women, infant, children)
- ☒ Central Purchasing/Business Office
- ☐ Community/Public Health Nursing
- ☐ Corrections
 - ☐ City Jail
 - ☐ County Jail
 - ☐ Juvenile Detention
 - ☐ State Prison
- ☐ Dentist
- ☐ Detoxification
- ☐ Education
 - ☐ School District
 - ☐ Elementary
 - ☐ Secondary
 - ☐ Post-secondary
- ☒ Emergency First Responders
- ☒ Emergency Medicine & Ambulance
- ☐ Emergency Preparedness
- ☐ Health Service Home Health
 - ☐ Home health provider, non-pharmacy
 - ☐ Home infusion
 - ☐ Home medical equipment
- ☐ Hospice
- ☐ Hospital (if checked, then check all that apply)
 - ☐ Acute care
 - ☐ City/county/state dialysis
 - ☐ Long-term care
 - ☐ Oncology infusion clinic or practice
 - ☐ Outpatient
 - ☐ Radiology services
 - ☐ Surgical

- ☐ Juvenile Detention
 - ☐ Laboratory services
 - ☐ Long Term Care
 - ☐ Mail Order Pharmacy
 - ☐ Mental Health (if checked, then check all that apply)
 - ☐ ICF / IDD
 - ☐ Inpatient outpatient
 - ☐ Developmental disabilities
 - ☐ No Care Provided
 - ☐ Nursing Facility
 - ☐ Convalescences
 - ☐ Nursing home
 - ☐ Inpatient
 - ☐ Outpatient
 - ☐ Nutrition Services
 - ☐ Other (State and Local Gov't) healthcare related:
-
- ☐ Patient Population Served
 - ☐ Pediatrics
 - ☐ Adult
 - ☐ Geriatrics
 - ☐ Public Health
 - ☐ Public Safety
 - ☐ Rehabilitation (if checked, then check all that apply)
 - ☐ Inpatient
 - ☐ Outpatient
 - ☐ Skilled nursing facilities
 - ☐ Research/Training
 - ☐ Senior Services
 - ☐ Skilled Nursing Facilities
 - ☐ Specialty Pharmacy/Special Care
 - ☐ Student Health
 - ☐ Surgery Center
 - ☐ University (if checked, then check all that apply)
 - ☐ Teaching hospital
 - ☐ Training or research (clinic research centers)
 - ☐ College student health services
 - ☐ Pharmacy school
 - ☐ Urgent Care Center
 - ☐ Veterans Home – State
 - ☐ Veterinary
 - ☐ Veterinary medicine
 - ☐ Veterinary medicine – university dept.
 - ☐ Veterinary zoological medicine



MMCAP Infuse
50 Sherburne Avenue, Suite 112, St. Paul, MN 55155
(651) 201-2420
<https://infuse-mn.gov>

Member Facility Agreement

This Agreement is by and between the State of Minnesota, acting through its Commissioner of Administration on behalf of MMCAP Infuse and the facility named in line one of the Membership Application.

MMCAP Infuse is a free, voluntary, public sector group purchasing organization for government-authorized facilities and is operated by the Office of State Procurement of the State of Minnesota's Department of Administration. It combines the purchasing power of its members to receive the best prices available for the products and services for which it contracts. Membership in MMCAP Infuse is limited to facilities with which the State of Minnesota may contract, as defined by Minnesota Statutes Section 471.59, subdivision 10.

The Member Facility desires to access MMCAP Infuse's programs to purchase products and services for the Member Facility.

1. Term of Agreement and Cancellation

This Agreement, which is required by 42 C.F.R. § 1001.952(j) and Minnesota law, will be effective upon the date it is fully executed by all parties; and will remain in effect until canceled by MMCAP Infuse or the Member Facility. This Agreement may be canceled by either party upon 30 days' written notice to the other party, or immediately upon material breach by one of the parties.

2. Member Facility

The Member Facility:

- A. Certifies it has authority to enter into this Agreement with the State of Minnesota and, where applicable, authorizes MMCAP Infuse to negotiate contracts on its behalf. For non-government entities, also certifies it has statutory authority under which it may purchase goods and services from its state's contracts.
- B. Must comply with all applicable laws, rules, and regulations governing government purchasing of pharmaceuticals, and related healthcare products and services when utilizing MMCAP Infuse contracts and programs.
- C. Should endeavor, where practical, to purchase its goods and services from MMCAP Infuse contracts.
- D. Acknowledges it will be bound by applicable antitrust laws (Robinson-Patman (15 U.S.C. 13 (a)) and purchase products for its "own use" as defined by Abbott Labs v. Portland Retail Druggists (425 U.S. 1(1976)) and Jefferson County Pharmaceutical Association, Inc. v. Abbott Labs (460 U.S. 150 (1983)).
- E. Will not resell (as may be prohibited by law) or divert products obtained under the MMCAP Infuse contracts. If there are any questions about the propriety of the use of products purchased from the MMCAP Infuse contracts, the Member Facility will obtain an opinion from its legal counsel and notify MMCAP Infuse of the decision.
- F. When applicable, acknowledges that the prices made available under MMCAP Infuse's contracts may represent a discount to price that must be properly and accurately accounted for and reported in accordance with all federal and state laws, including the anti-kickback law (42 C.F.R. § 1320a- 7b(b)(3)(A)) and regulations thereunder (42 C.F.R. §1001.952(h)).
- G. Must comply with the terms and conditions of the applicable MMCAP Infuse vendor contracts and usual and customary industry standards, upon making a purchase.
- H. Understands that MMCAP Infuse is not liable for any denied pricing, chargeback, refusal of vendors to honor contract pricing, or failure of vendors to deliver the products or services. THE

MEMBER FACILITY ACKNOWLEDGES THAT MMCAP INFUSE IS NOT THE MANUFACTURER OR DISTRIBUTOR OF ANY PRODUCT AND SERVICE AND MAKES NO REPRESENTATION AS TO WARRANTY OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION, OR OTHER ATTRIBUTE OF THE PRODUCTS SUPPLIED BY VENDORS UNDER MMCAP INFUSE CONTRACTS.

I. Must update MMCAP Infuse regarding changes to the Member Facility information and contact person information.

J. Must promptly pay MMCAP Infuse-contracted vendors for all products or services purchased. MMCAP Infuse does not assume any responsibility for the accountability of funds expended by the member Facility.

3. MMCAP Infuse

MMCAP Infuse will:

- A. Select products or services for cooperative contracting under the programs offered.
- B. Comply with Minnesota laws, including procurement and data practices, that require fair and open competition.
- C. Make available copies of contract documents.
- D. Maintain vendor performance records.
- E. Assist in resolving administrative, contract, or supplier problems that cannot be resolved by the Member Facility.
- F. Provide information to the Member Facility regarding products and services available through the MMCAP Infuse program.
- G. Distribute to Member Facilities any unused administrative fees collected from contracted vendors (Article 4 below); and annually disclose in writing to Member Facilities, and to the Secretary of the United States Department of Health and Human Services upon request, the amounts received by MMCAP Infuse from vendors that were directly attributable to the Member Facility's purchases.

4. Administrative Fee Collected from MMCAP Infuse's Vendors

The MMCAP Infuse Managing Director may, pursuant to contract terms and conditions, require the contracted vendors (not Member Facilities) to pay an administrative fee to MMCAP Infuse. The fee of not more than three percent will be based on a percentage of sales made through the individual contracted vendor. Fees will be collected by the MMCAP Infuse office and used to pay for the administrative costs incurred in the operation of MMCAP Infuse as approved by the MMCAP Infuse Managing Director. Any remaining balance of funds will be returned to active members by means of either a credit to their wholesaler or distributor account, or other mechanism agreed to by the parties, in an amount proportional to the Member Facility's on-contract purchases.

5. Assignment, Amendments, Waiver, and Contract Complete

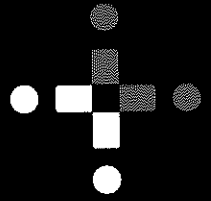
5.1 Assignment. Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed assignment agreement.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

6. Liability

Each party will be responsible for their own acts and behavior and the results thereof. Nothing in this membership agreement will be construed as expanding the limits of liability of the Member Facility beyond the limits of the law of its state. MMCAP Infuse's liability is governed by the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable laws.



7. State Audits

As mandated by Minnesota Statutes Section 16C.05, subdivision 5, "the books, records, documents and accounting procedures and practices of the [Member Facility] relevant to this Agreement shall be made available and subject to examination by the State of Minnesota, including the contracting agency/division, Legislative Auditor, and State Auditor" for a minimum period of six years after the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned parties represent they have the authority to bind their respective party and have signed intending to be bound thereby.

<p>Member Facility: (Person with legal authority to bind the facility)</p> <p>Signature: _____</p> <p>Title: <u>Mayor</u></p> <p>Date: <u>02/14/2023</u></p>	<p>State of Minnesota, through its Commissioner of Administration on behalf of MMCAP Infuse:</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Commissioner of Administration, as delegated to the Office of State Procurement:</p> <p>Signature: _____</p> <p>Title: _____</p>
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IN AN APPROVAL CAPACITY ONLY:

State Contact: I have reviewed and approve the facility's eligibility for membership in MMCAP Infuse.

By: _____

Date: _____



6 K

1-20-2023

City of Glen Cove
Yelena Quiles
Purchasing Agent
9 Glen Street
Glen Cove, NY 11542

Savvik Buying Group is a Minnesota non-profit corporation serving as a contracting agency for public safety and government. Generally, Minnesota law allows Savvik Buying Group municipal members to purchase products and services through Savvik Buying Group contracts only if Savvik Buying Group complies with competitive bidding procedures when awarding those contracts. See Minn. Stat. §471.345, subd. 10. It also allows Savvik Buying Group to award contracts to more than one vendor, provided that the effects of competition are maintained when awarding the contracts. Accordingly, to serve the Savvik Buying Group municipal members, Savvik Buying Group follows Minnesota competitive bidding requirements found in Minnesota Statutes, Sections 412.311 and 471.345.

Savvik membership is FREE to join. There is no-cost, no-obligation, or liability to join or participate in the Savvik contract purchasing program. There are no minimum contract purchasing requirements or commitments for members use of Savvik contracts.

Savvik currently has over 15,000+ agency members who have access to competitively bid and publicly awarded vendor contracts. We currently serve the Public Safety agencies both public and private, hospitals, government agencies and related agencies nationwide.

If you have any questions, please let me know.

Thank you,

Julie Fontaine
Membership & Marketing Specialist
Savvik Buying Group
320-492-0349 - Direct
jfontaine@savvik.org

SAVVIK BUYING GROUP • 56 33RD AVE S. PMB 344 • ST. CLOUD, MN 56301
888-603-4426 • 320-295-7098 (fax) • OFFICE@SAVVIK.ORG



EAGLE COUNTY HEALTH SERVICE DISTRICT – COOPERATIVE PURCHASING AGREEMENT

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register by form or electronically with Eagle County Health Service District, dba Eagle County Paramedic Services ("Eagle County"), Public Safety Association Inc and managed by the North Central EMS Corporation, dba Savvik Buying Group or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through Eagle County and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination. Participating Public Agency is not required or obligated to any purchase threshold in order to use Eagle County contracts. Contract is at will.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

Signed _____ Printed Name Pamela D. Panzenbeck

Title Mayor Date _____

Agency Name City of Glen Cove Phone (516) 676-2108

Address 9 Glen Street City Glen Cove State NY ZIP 11542

Public Safety Association Inc Signature _____ Date 1/20/23

Please return to help@savvik.org or fax back to 320.295.7098