

AGREEMENT

Agreement made this _____ day of _____, 2023, and between the City of Glen Cove, 9 Glen Street, Glen Cove, NY 11542, and Newport Engineering P.C., 1035 Oyster Bay Road Suite E, East Norwich, NY 11732 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.

- Civil/Site Design
- Architectural Planning & Design
- Structural Engineering
- 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
Employer's Liability/Coverage B

Statutory
\$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

By: Nicholas DeSmy

Title: Mayor

Title: Principal Engineer

Date: _____

Date: 12-19-2022

Firm Name: Newport Engineering, P.C.

STATEMENT OF VENDOR QUALIFICATIONS

<u>BUSINESS ENTITY INFORMATION</u>				
<u>Legal Business Name</u> Newport Prof. Engineering PC		<u>EIN</u> 20-4186322		
Address of the <u>Principal Place of Business</u> (street, city, state, ZIP) 71 West Main Street, Suite 5 Oyster Bay, NY 11771		<u>New York State Vendor Identification Number</u> 1100000132		
		<u>Telephone</u> 5169222672 ext. 105	<u>Fax</u> 5169222686	
		<u>Website</u> newportpe.com		
Authorized Contact for this Questionnaire				
<u>Name</u> Nicholas DeSantis, PE		<u>Telephone</u> 5169222672 ext.	<u>Fax</u> 9222686	
<u>Title</u> Principal Engineer		<u>Email</u> n.desantis@newportpe.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 Identities</u>: 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
NA				

I. BUSINESS CHARACTERISTICS

1.0 Business Entity Type – Check appropriate box and provide additional information:

a) <input type="checkbox"/> Corporation	Date of incorporation
b) <input type="checkbox"/> Public Corporation	Date of incorporation
c) <input checked="" type="checkbox"/> Sub-chapter "S" Corporation	Date of incorporation January 2006
d) <input type="checkbox"/> Limited Liability Company (LLC or PLLC)	Date Organized
e) <input type="checkbox"/> Limited Liability Partnership	Date of Registration
f) <input type="checkbox"/> Limited Partnership	Date Established
g) <input type="checkbox"/> General Partnership	Date Established
h) <input type="checkbox"/> Sole Proprietor	How many years in business?
i) <input type="checkbox"/> Other	Date Established

If Other, explain:

The Contractor's federal employer identification number is: 20-4186322

DUNS Number: 13-938-8933

1.1 Was the Business Entity formed in New York State?

☒ Yes ☐ No

If "No," indicate jurisdiction where the Business Entity was formed:

<input type="checkbox"/> United States	State	
<input type="checkbox"/> Other	Country	

1.2 If the Legal Business Entity's Principal Place of Business is not in New York State, does the Legal Business Entity maintain an office in New York State?

(Select N/A if Principal Place of Business is in New York State.)

☐ Yes ☐ No
☐ N/A

If "Yes," provide the address and telephone number for one office located in New York State.
71 West Main Street, Suite 5, Oyster Bay, NY 11771

I. <u>BUSINESS CHARACTERISTICS (continued)</u>																	
<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>[] New York State certified <u>Minority-Owned Business (MBE)</u></p> <p>[] New York State certified <u>Women-Owned Business Enterprise (WBE)</u></p> <p>[] <u>New York State Small Business (SB)</u></p> <p>[] Federally certified <u>Disadvantaged Business Enterprise (DBE)</u></p>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No															
<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> <table border="1"> <thead> <tr> <th>Name</th> <th>Title</th> <th>Percentage of Ownership (Enter 0% if not applicable)</th> </tr> </thead> <tbody> <tr> <td>Nicholas DeSantis</td> <td>Principal Engineer</td> <td>100%</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			Name	Title	Percentage of Ownership (Enter 0% if not applicable)	Nicholas DeSantis	Principal Engineer	100%									
Name	Title	Percentage of Ownership (Enter 0% if not applicable)															
Nicholas DeSantis	Principal Engineer	100%															

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?

☐ Yes ☒ No ☐ Other

2.1 Suspended, debarred, or disqualified from any government-contracting process?

☐ Yes ☒ No ☐ 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?

☐ Yes ☒ No ☐ 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?

☐ Yes ☒ No ☐ Other

For each "Yes" or "Other" explain:

3. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the reporting entity:

3.0 Been suspended or debarred from any government-contracting process or been disqualified on any government procurement, permit, license, concession, franchise or lease, including but not limited to, debarment for violation of New York State Workers' Compensation or Prevailing Wage laws, or New York State Procurement Lobbying Law?

☐ Yes ☒ No

3.1 Been subject to a denial or revocation of a government prequalification?

☐ Yes ☒ No

3.2 Been denied a contract award or had a bid rejected based upon a non-responsibility finding by a government entity?

☐ Yes ☒ No

3.3 Had a low bid rejected on a government contract for failure to make good-faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise, or Disadvantaged Business Enterprise goal or statutory affirmative-action requirements on a previously held contract?

☐ Yes ☒ No

3.4 Agreed to a voluntary exclusion from bidding/contracting with a government entity?

☐ Yes ☒ No

3.5 Initiated a request to withdraw a bid submitted to a government entity in lieu of responding to an information request or subsequent to a formal request to appear before the government entity?

☐ Yes ☒ No

For each "Yes" explain:

4. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the reporting entity:

4.0 Been suspended or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?

☐ Yes ☒ No

4.1 Been subject to an administration proceeding or civil action seeking specific performance or restitution in connection with any government entity?

☐ Yes ☒ No

4.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity?

☐ Yes ☒ No

For each “Yes,” explain:

5. CERTIFICATIONS/LICENSES	
<i>Within the past five (5) years, has the reporting entity:</i>	
5.0 Had a revocation, <u>suspension</u> , or <u>disbarment</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5.1 Had a denial, decertification, revocation, or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or federal certification of <u>Disadvantaged Business Enterprise</u> status for other than change of ownership?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>For each "Yes," explain and be sure to <u>attach all relevant licenses and certifications related to this bid</u>, regardless of whether or not there has a problem:</p>	
5.2 Does the <u>Reporting Entity</u> carry the following insurances: <ul style="list-style-type: none"> - Workers Compensation - Disability Benefits Insurance - General Liability - Comprehensive Automobile Liability 	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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. Attached	

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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6.2 Received an OSHA citation and Notification of Penalty containing a violation classified as <u>serious or willful</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
For each "Yes," explain:	

7. FINANCIAL AND ORGANIZATIONAL CAPACITY

7.0 Within the past five (5) years has the Reporting Entity received any formal unsatisfactory-performance assessment(s) from any government entity on any contract?

☐ Yes ☒ No

If "Yes," provide and 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.

7.1 Within the past five (5) years, has the Reporting Entity had any liquidated damages assessed over \$25,000?

☐ Yes ☒ 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 liens or judgments (not including UCC filings) over \$25,000 been filed against the Reporting Entity that remain undischarged?

☐ Yes ☒ No

If "Yes," provide and 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 Reporting Entity initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?

☐ Yes ☒ 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 <u>Reporting Entity</u> failed to file any tax returns required by <u>federal</u> , state, or local laws?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the <u>Reporting Entity</u> 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 <u>Reporting Entity</u> failed to file any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide the years the <u>Reporting Entity</u> 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 <u>Reporting Entity</u> had any <u>government audit(s) completed</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
a) If "Yes," did any audit of the <u>Reporting Entity</u> identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contracts or grant agreements, significant abuse, or any <u>material disallowance</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," to 7.6 a), 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.	

8. ASSOCIATED ENTITIES

This section pertains to any entity(ies) that either control, or is controlled by, the reporting entity.

8.0 Does the Reporting Entity have any Associated Entities?

☐ Yes ☒ No

Note: All questions in this section must be answered if the Reporting Entity is either:

- An Organizational Unit; or
- The entire Legal Business Entity that controls, or is controlled by, any other entity(ies).

If "No," SKIP THE REMAINDER OF SECTION 8.

8.1 Within the past five (5) years, has any Associated Entity Official or Principal Owner been charged with a misdemeanor or felony, been indicted, granted immunity, convicted of a crime, or subject to a judgment for:

☐ Yes ☒ No

- a) Any business-related activity; or
- b) Any crime, whether or not business related, the underlying conduct of which was related to truthfulness?

If "Yes," provide an explanation of the issue(s), the individual involved, his/her role in the Associated Entity, his/her relationship to the Reporting Entity, 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.

8.2 Does any Associated Entity have any currently undischarged Federal, New York State, New York City, or other New York local government liens or judgments (not including UCC filings) over \$50,000?

☐ Yes ☒ No

If "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 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 disqualified, suspended, or debarred from any federal, New York State, New York City, or other New York local government- contracting process?

☐ Yes ☒ No

b) Been denied a contract award, or had a bid rejected, based upon a non-responsibility finding by any federal, New York State, New York City, or other New York local government entity?

☐ Yes ☒ No

c) Been suspended, cancelled, or terminated for cause (including non-responsibility) on any federal, New York State, New York City, or New York local government contract?

☐ Yes ☒ No

d) Been the subject of an investigation, whether open or closed, by any federal, 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 ☒ No

e) Been the subject of an indictment, grant of immunity, judgment, or conviction (including entering into a plea bargain) for conduct constituting a crime?

☐ Yes ☒ No

f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any federal, New York State, New York City, or other New York local government entity?

☐ Yes ☒ No

g) Initiated, or been subject of, any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?

☐ Yes ☒ 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. Capital One, Checking & Savings - Glen Cove, NY

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

9.1 Trade Association Memberships

A. ASCE, APWA

B. _____

C. _____

D. _____

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: 12-31-2020

Name and address of firm preparing statement: _____
Nicholas DeSantis

Dated at _____ This 15th Day of January 202021

Name of Organization: Newport Prof. Engineering PC

By: Nicholas J. DeSantis

Title: Principal Engineer.

State of: _____)
:ss

County of: _____)

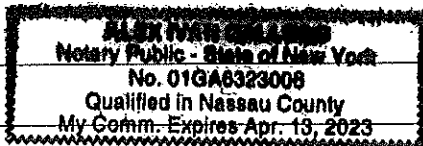
MR Nicholas DeSantis being duly sworn deposes and says that
he/she is the Principal Engineer of Newport Engineering PC contractor and that
answers to the forgoing questions and all statements therein contained are true and correct.

Sworn to before me this 15th day of JANUARY 2021

Notary Public: Michael Gallego

My Commission expires: 4/13/2023

Notary Seal/Stamp



Newport Professional Engineering, P.C.

Balance Sheet

As of December 31, 2020

	Dec 31, 20
ASSETS	
Current Assets	
Checking/Savings	
10211 · Capital One Chk PPP #5537	10,151.97
10207 · Cap One Checking #7108	115,697.94
10210 · Capital One Svgs AC #8298	50,794.87
10401 · ING Business Savings Act #9258	6,470.12
10408 · MorganStanley-A/C #8-524	0.14
Total Checking/Savings	183,115.04
Accounts Receivable	
11000 · Client Fees Receivable	-10,129.56
Total Accounts Receivable	-10,129.56
Other Current Assets	
14100 · Employee Advances	1,748.28
Total Other Current Assets	1,748.28
Total Current Assets	174,733.76
Fixed Assets	
15220 · Computer & Peripherals	9,815.61
15000 · Furniture and Fixtures	17,377.34
15100 · Equipment	116,453.74
15211 · Chevy Camaro	49,352.81
15212 · Range Rover-2011	34,030.85
15400 · Leasehold Improvements	5,995.00
17000 · Accum. Depreciation - Furnitur	-13,531.09
17100 · Accum. Depreciation - Equipmen	-130,728.45
17105 · Accum. Depreciation - Truck	-28,305.13
17200 · Accum. Depreciation - Automobi	-21,185.00
17400 · Accum. Depreciation - Leasehol	-4,697.49
Total Fixed Assets	34,578.19
Other Assets	
19120 · Security Deposit	236.64
19125 · Software	17,912.70
19130 · A/A	-13,368.62
19155 · Accum Amort-Software	-4,544.08
19900 · Other Noncurrent Assets	
19901 · Loans To S/Hs	126,101.73
Total 19900 · Other Noncurrent Assets	126,101.73
Total Other Assets	126,338.37
TOTAL ASSETS	335,650.32
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
Capital One CC#7741	988.32
Total Credit Cards	988.32

8:19 AM

Newport Professional Engineering, P.C.

01/15/21

Balance Sheet

Cash Basis

As of December 31, 2020

	Dec 31, 20
Other Current Liabilities	
24801 · Paycheck Protection Loan #2696	55,100.00
23311 · Deferred Comp Pay- 401k	67,925.45
20014 · AMEX CC-DELTA# 62005	4,226.82
20018 · BOA Chevy Camaro Car Loan # 495	18,051.12
20019 · Range Rover -BFCU	21,299.09
Total Other Current Liabilities	166,602.48
Total Current Liabilities	167,590.80
Total Liabilities	167,590.80
Equity	
39003 · Common Stock	25,000.00
39004 · Paid-in Capital	55,000.00
39006 · Retained Earnings	522,855.47
39009 · S/H Distributions-001	-516,479.56
Net Income	81,683.61
Total Equity	168,059.52
TOTAL LIABILITIES & EQUITY	335,650.32

6B

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT IS HEREBY MADE between the Agency and Independent Contractor set forth below according to the following terms, conditions and provisions:

1. IDENTITY OF
AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove Youth Services and Recreation

Address: 128B Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: 516-671-4600

2. IDENTITY OF
INDEPENDENT
CONTRACTOR

The Independent Contractor (hereafter "IC") is identified as follows:

Name: Anastasia Karathanasis

Type Entity: () Sole Proprietorship () Partnership () Corporation

Address: 45 Wolfe Street

City/State/Zip: Glen Cove, NY 11542

Business Telephone: 516. 459.4719

Email: stacey.karathanasis@yahoo.com

3. WORK TO BE
PERFORMED

AGENCY desires that IC perform, and IC agrees to perform the following work:

Cooking class

4. TERMS OF
PAYMENT

AGENCY shall pay IC according to the following terms and conditions: IC shall be paid

\$25/hr. @ 16 hrs per
month

Dates:

5. REIMBURSE-
MENT OF
EXPENSES

AGENCY shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.
6. EQUIPMENT,
TOOLS,
MATERIALS, OR
SUPPLIES

AGENCY will provide all equipment, tools, materials and/or supplies to accomplish the work agreed to be performed. Should IC wish to purchase "supplies", IC must first obtain AGENCY prior written approval before it may be a reimbursable expense. IC must maintain "supplies" in good working condition through time of contract; failure may result in surcharges.
7. FEDERAL, STATE
AND LOCAL
PAYROLL TAXES

Neither Federal, not State, nor local income tax, nor payroll tax of any kind shall be withheld or paid by AGENCY on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.
8. FRINGE BENEFITS &
WORKER'S COMPEN-
SATION

Because IC is engaged in IC's own independent business, IC is not eligible for and shall not participate in any employer pension, health, or other fringe benefit plan of the AGENCY. Likewise, no worker's compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the worker's compensation law concerning IC and the employees of IC.
9. WORK PRODUCT
OWNERSHIP

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by IC in connection with the Services shall be the exclusive property of AGENCY. Upon request, IC shall sign all documents necessary to confirm or perfect the exclusive ownership AGENCY to the Work Product.
10. CONFIDENTIALTY

IC will not at any time or in any manner, either directly or indirectly, use for the personal benefit of IC or divulge, disclose, or communicate in any manner any information that is proprietary to AGENCY. IC will protect such information and treat it as strictly confidential. This provision shall be effective after the termination of this Agreement. Upon termination of this Agreement, IC will return to AGENCY all records, notes, documentation, and other items that were used, created, or controlled by IC during the term of this Agreement.

11. TERM OF
AGREEMENT

This agreement shall become effective on 3/1/2023
and shall terminate on TBD

12. TERMINATION
WITHOUT CAUSE

Without cause, either party may terminate this agreement after giving 30 day written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30-day period after any notice of intent to terminate without cause has been given.

13. TERMINATION
WITH CAUSE

With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

- A. Material violation of this agreement
- B. Any act exposing the other party to liability to others for personal injury or property damage.

14. NO AUTHORITY
TO BIND CLIENT

IC has no authority to enter into contracts or agreements on behalf of the AGENCY. This agreement does not create a partnership between the parties.

15. ENTIRE
AGREEMENT

This is the entire agreement of the parties and cannot be changed or modified orally.

16. SEVERABILITY

If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

17. AMENDMENTS

This agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

For Youth Bureau Use
Log #: _____
Date: _____

***AGENCY:**

City of Glen Cove Youth Services and Recreation

Agency Name

Signature

Mayor
Title

Date

***INDEPENDENT CONTRACTOR**

Marina Karathanas

Firm/Individual Name

[Signature]

Signature

Independent Contractor
Title

2/15/23

Date

6C

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT IS HEREBY MADE between the Agency and Independent Contractor set forth below according to the following terms, conditions and provisions:

1. IDENTITY OF
AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove Youth Services and Recreation

Address: 128B Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: 516-671-4600

2. IDENTITY OF
INDEPENDENT
CONTRACTOR

The Independent Contractor (hereafter "IC") is identified as follows:

Name: Dominick Brasiello

Type Entity: () Sole Proprietorship () Partnership () Corporation

Address: 86 Nevaughlin St

City/State/Zip: Glen Cove NY 11542

Business Telephone: 516-492-7418

Email: Dominick.Brasiello@ycsny.com

3. WORK TO BE
PERFORMED

AGENCY desires that IC perform, and IC agrees to perform the following work:

teach at after school program

4. TERMS OF
PAYMENT

AGENCY shall pay IC according to the following terms and conditions: IC shall be paid

\$25.00/hr, 5 hours per week

Dates:

5. REIMBURSE-
MENT OF
EXPENSES

AGENCY shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.

6. EQUIPMENT,
TOOLS,
MATERIALS, OR
SUPPLIES

AGENCY will provide all equipment, tools, materials and/or supplies to accomplish the work agreed to be performed. Should IC wish to purchase "supplies", IC must first obtain AGENCY prior written approval before it may be a reimbursable expense. IC must maintain "supplies" in good working condition through time of contract; failure may result in surcharges.

7. FEDERAL, STATE
AND LOCAL
PAYROLL TAXES

Neither Federal, not State, nor local income tax, nor payroll tax of any kind shall be withheld or paid by AGENCY on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

8. FRINGE BENEFITS &
WORKER'S COMPEN-
SATION

Because IC is engaged in IC's own independent business, IC is not eligible for and shall not participate in any employer pension, health, or other fringe benefit plan of the AGENCY. Likewise, no worker's compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the worker's compensation law concerning IC and the employees of IC.

9. WORK PRODUCT
OWNERSHIP

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by IC in connection with the Services shall be the exclusive property of AGENCY. Upon request, IC shall sign all documents necessary to confirm or perfect the exclusive ownership AGENCY to the Work Product.

10. CONFIDENTIALTY

IC will not at any time or in any manner, either directly or indirectly, use for the personal benefit of IC or divulge, disclose, or communicate in any manner any information that is proprietary to AGENCY. IC will protect such information and treat it as strictly confidential. This provision shall be effective after the termination of this Agreement. Upon termination of this Agreement, IC will return to AGENCY all records, notes, documentation, and other items that were used, created, or controlled by IC during the term of this Agreement.

11. TERM OF
AGREEMENT

This agreement shall become effective on _____
and shall terminate on _____

3/1/2023

8/11/2023

12. TERMINATION
WITHOUT CAUSE

Without cause, either party may terminate this agreement after giving 30 day written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30-day period after any notice of intent to terminate without cause has been given.

13. TERMINATION
WITH CAUSE

With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

- A. Material violation of this agreement
- B. Any act exposing the other party to liability to others for personal injury or property damage.

14. NO AUTHORITY
TO BIND CLIENT

IC has no authority to enter into contracts or agreements on behalf of the AGENCY. This agreement does not create a partnership between the parties.

15. ENTIRE
AGREEMENT

This is the entire agreement of the parties and cannot be changed or modified orally.

16. SEVERABILITY

If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

17. AMENDMENTS

This agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

For Youth Bureau Use
Log #: _____
Date: _____

***AGENCY:**

City of Glen Cove Youth Services and Recreation

Agency Name

Signature

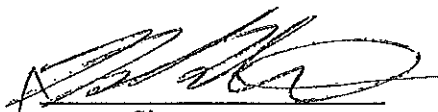
Mayor
Title

Date

***INDEPENDENT CONTRACTOR**

X Dominick Brasileto

Firm/Individual Name


Signature

Independent Contractor
Title

2/6/23
Date

6 D

AMENDMENT NO. 3

THIS AMENDMENT, (together with any schedules, appendices, attachments and exhibits, if any, this "Amendment"), dated as the date that this Amendment is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting for and on behalf of the Nassau County Department of Human Services, Office for the Aging, having its principal office at 60 Charles Lindbergh Boulevard, Uniondale, New York 11553-3687 and (ii)) City of Glen Cove, a municipal corporation, having its principal office City Hall, 9 Glen Street, Glen Cove, New York 11542 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQHS21000037 between the County and the Contractor, executed on behalf of the County on April 13, 2021 as amended by Amendment No. 2, (collectively, the "Original Agreement"), the Contractor performs certain services for the County in connection with, services/programs which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services") and Attachment A; and

WHEREAS, the term of the Original Agreement as amended is from January 1, 2021 through September 30, 2022 (the "Original Term"); and

WHEREAS; the maximum amount that the County agrees to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was One Hundred Fifty Five Thousand Five Hundred and 00/100 dollars (\$155,500.00), (the "Maximum Amount"); and

WHEREAS, the parties are desirous of extending the term of the Original Agreement for an additional year and increasing the Maximum Amount of the Original Agreement by Two Hundred Thirty Four Thousand Two Hundred and 00/100 dollars (\$234,200.00).

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term. The term of the Original Agreement is hereby extended through September 30, 2023

2. Services. The scope of services under this Amendment is to include and shall encompass the continuation and expansion of goods and services as contemplated, intended and set forth in attachment A of the original agreement.

3. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Hundred Thirty Four Thousand Two Hundred and 00/100 dollars (\$234,200.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Three Hundred

Eighty Nine Thousand Seven Hundred and 00/100 Dollars (\$389,700.00) (the “Amended Maximum Amount”).

4. Budget. The budget referred to in Section 3 (h) of the Original Agreement and attached to the Original Agreement is amended to appear in its entirety as set forth in Exhibit A attached hereto (such amended budget, the “Amended Budget”).

5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended agreement.

[Remainder of Page Intentionally Left Blank.]

6. IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

City of Glen Cove

By: _____

Name: _____

Title: _____

Date: _____

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Title: Chief Deputy County Executive

☐ Title: Deputy County Executive

Date: _____

STATE OF NEW YORK)
COUNTY OF NASSAU)

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF NASSAU)

NOTARY PUBLIC



City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

BUDGET AMENDMENT

6E

Department: Senior Center

BUDGET YEAR 2023

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
A7030-43800	FFCRA	\$230,310.00	
A7035-55438	Contractual Services		\$70,000.00
A7030-52220	Equipment		\$160,310.00

Reason for Amendment:

To accept additional FFCRA stimulus funds, as provided by Nassau County Department of Health and Human Services, Office for the Aging.

Department Head Signature: Christine Rice Date: 2.17.23

City Controller Approval: Michael J. F... Date: 2/17/23

City Council Approval-Resolution Number: _____ Date: _____



City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

BUDGET AMENDMENT FORM

GCF-1 (8/19)

Department: 2/13/23

BUDGET YEAR 2023

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
<u>A1490.42680</u>	<u>Insurance Recoveries</u>	<u>\$11,700.97</u>	
<u>A5110.54381</u>	<u>St. Lighting Contractor</u>		<u>\$11,700.97</u>

Reason for Amendment: Reimbursement to St. Lighting Fund. line.
**TO ACCEPT INSURANCE PROCEEDS RELATED TO A CAR ACCIDENT
WHICH DAMAGED A CITY LIGHT POLE.**

Department Head Signature: [Signature] Date: 2/13/23

City Controller Approval: [Signature] Date: 2/14/23

City Council Approval-Resolution Number: _____ Date: _____