

CHANGE ORDER

No.

6B

DATE OF ISSUANCE:

EFFECTIVE DATE:

OWNER City of Glen Cove
CONTRACTOR Eldor
PROJECT CoGC Seaman Road PTAS
ENGINEER D&B Engineers and Architects, P.C.
ENGINEER'S Contract No. 5119

You are directed to make the following changes in the Contract Documents:

Description: Contractor Escalation Costs related to well collapse

Reason for Change Order: Well collapse delay cost increases.

Value of Change Order: \$185,097.97

Attachments:

Change order summary tabulation
4/13/2023 Change Order from Eldor for Cost Escalations

CHANGE IN CONTRACT PRICE	
Original Contract Price:	
\$	707,000.00
Net increase (decrease) from previous Change Orders:	
\$	-
Contract price prior to this change order:	
\$	707,000.00
Net increase (decrease) of this Change Order:	
\$ -	\$185,097.97
Contract price with all approved Change Orders:	
\$	892,097.97

CHANGE IN CONTRACT TIMES	
Original contract times:	
Substantial Completion:	330 days (10/31/2021)
Final Completion:	360 days (11/30/2021)
	days (date)
Net change from previous Change Orders:	
Substantial Completion:	0 days
Final Completion:	0 days
	(days)
Contract times prior to this Change Order:	
Substantial Completion:	330 days (10/31/2021)
Final Completion:	360 days (11/30/2021)
	days (date)
Net increase (decrease) of this Change Order:	
Substantial Completion:	0 days
Final Completion:	0 days
	(days)
Contract times with all approved Change Orders:	
Substantial Completion:	330 days (10/31/2021)
Final Completion:	360 days (11/30/2021)
	days (date)

RECOMMENDED:

By: 
ENGINEER (authorized signature)

Date: 7/10/2023

APPROVED:

By: _____
OWNER (authorized signature)

Date: _____

ACCEPTED:

By: _____
CONTRACTOR (authorized signature)

Date: _____

City of Glen Cove
CoGC Seaman Road PTAS
Change Order 1 Summary Tabulation

Change Order Summary

Description	Amount
Cost Escalations Due to Well Collapse	\$185,097.97
Net increase (decrease) of Change Order	\$185,097.97

Allowance Summary prior to this Change Order

Description	Amount
Bid Item 2: PEG Service Upgrades	\$15,271.97
Bid Item 3: Building Security	\$5,462.50
Bid Item 4: Additional Work Directed by Owner	\$50,000.00

This Change Order Summary

This CO is being administered as a direct change against the contract and is not using an allowance item to cover part/all of this cost.
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Contract Price Tabulation

Description	Amount
Original contract price	\$707,000.00
Net increase (decrease) from previous change orders	\$0.00
Contract price prior to this change order	\$707,000.00
Net increase (decrease) of this change order	\$185,097.97
Contract price with all approved change orders	\$892,097.97



eldorSM

30 Corporate Drive • Holtsville, NY 11742
Phone: (631) 218-0010 • Fax: (631) 758-0070 • www.eldor.com

April 13, 2023

Dvirka & Bartilucci Consulting Engineers
330 Crossways Park Drive
Woodbury, New York 11797-2015

Attn: Ryan Neilan, PE
Senior Engineer

Project: City of Glen Cove
Packed Tower Aeration System at Seaman Road

Re: Costs due to delay Nov. 29, 2021 through Aug. 1, 2023

Ryan,

As requested, please find more detail with all categories calculated.

If you require any additional information, please do not hesitate to contact me.

Sincerely,

Thomas Gross
Eldor Contracting

CC: Keith Feldmann, Kurt Feldmann, Anthony Biamonte, file

Ref. #	Category	Value
1	Staff/Management	\$ 25,427.38
2	General Conditions	\$ 2,484.19
3	Labor Escalation	\$ 17,272.16
4	Warranty extensions & adjustments	(See prior correspondence)
5	Home Office Overhead	\$ 58,795.10
6	Lost time/Productivity	\$ 16,328.14
7	Hard cost for well relocation	\$ 64,791.00
	Grand Total	\$ 185,097.97

Staff/Management Costs					
Nov 2021 - Mar 2023 (Actual Hours Worked)					
	Labor rate	Hours worked	Sub-total		Total
Tom Gross PM	\$ 132.63	225	\$ 29,841.75	15.00%	\$ 4,476.26
John Bartow Fmn	\$ 125.24	458	\$ 57,359.92	20.00%	\$ 11,471.98
Total this period					\$ 15,948.25
April 2023 - Aug 2023 (Estimated to Complete)					
Tom Gross PM	\$ 136.12	90	\$ 12,250.80	15.00%	\$ 1,837.62
John Bartow Fmn	\$ 129.14	125	\$ 16,142.50	20.00%	\$ 3,228.50
Total this period					\$ 5,066.12
				Total Nov '21 thru Aug '23	\$ 21,014.37
				Overhead & Profit	\$ 4,413.02
				Grand Total W/ OH & P	\$ 25,427.38

Ref. # 2

General Conditions		
Conex Box Rental		
Period	Nov 2021 - Aug 2023	
Monthly Rate	\$	136.87
# of months		15
Total	\$	2,053.05
Overhead & Profit	\$	431.14
Total W/ OH & P	\$	2,484.19

Labor Escalation			
Journeyman Hourly Increase			Total
Period	Nov 2021 - Apr 2023	Apr 2023 - Aug 2023	
Increase	\$ 9.68	\$ 3.80	
No. of hours	632	175	
Total	\$ 6,117.76	\$ 665.00	\$ 6,782.76
Foreman Hourly Increase			
Period	Nov 2021 - Apr 2023	Apr 2023 - Aug 2023	
Increase	\$ 10.05	\$ 3.90	
# of hours	458	175	
Total	\$ 4,602.90	\$ 682.50	\$ 5,285.40
Management Hourly Increase			
Period	Nov 2021 - Apr 2023	Apr 2023 - Aug 2023	
Increase	\$ 8.41	\$ 3.49	
# of hours	225	90	
Total	\$ 1,892.25	\$ 314.10	\$ 2,206.35
Total Labor Escalation			\$ 14,274.51
Overhead & Profit			\$ 2,997.65
Grand Total w/ OH & P			\$ 17,272.16
Hours from April 2021 to Aug 2023 are an estimate to project completion			

Glen Cove Home Office Overhead				Ref #5
Contract Billings after 11/29/2021	\$ 643,976.97	83%	\$ 534,500.89	Direct Cost
		<i>Overhead</i>		
Direct Cost	\$ 534,500.89	10%	\$ 53,450.09	Additional OH
		<i>Profit</i>		
Additional OH	\$ 53,450.09	10%	\$ 5,345.01	Additional Profit
			\$ 58,795.10	HOOH

Home Office Overhead (HOOH) are the additional costs Eldor incurred supporting the project during the delay period. These costs are essential part of doing business spread over numerous categories. The formula outlined above accounts for home office costs based on contract billings that occurred or will occur after the original completion date. The Manshul formula is widely recognized method to calculate such costs.

Glen Cove Productivity Costs Ref #6

Hours worked	1,167.00
MCAA Impact	10%
Impact hours	117
Labor Rate	\$ 126.05
Cost of Labor Impact	\$ 14,710.04
Overhead & Profit	\$ 1,618.10
Grand Total	\$ 16,328.14

This calculation has been made using MCAA Factors. Because a measured mile was impractical, another means is required to connect and calculate the cause and effect of the realized labor overrun with conditions experienced on the project. For over 30 years, the Mechanical Contractors Association of America has published its MCAA Labor Factors as a means to calculate a reasonable estimate of the loss of productivity for work similar to that experienced by Eldor on this project. In addition, NECA (National Electrical Contractor's Association) has endorsed the factors and the publication in which they are found, "Change Orders, Productivity, Overtime: A Primer for the Construction Industry, 2020 Edition, MCAA.org"

Eldor selected one factor that was most fitting, which was "Reassignment of Manpower". This accounts for moving men off and onto a project with multiple mobilizations and the need to redeploy supervision to get back up to speed on the project. The minor impact for this has been studied to be 5%, average impact at 10% and severe impact at 15%. Eldor applied average impact at 10% in the calculation herein.

SUMMARIZING THE ESTIMATE

Date: 03/10/23

[illegible]

INSPECTION FIRE DEPARTMENT
UNDERWRITERS FILING
ENG. / DRAFTING / COORDINATION
TEMP LT / PWR
CLEANING / DUMPSTERS
HOISTING
PROJECT MANGEMENT
RUBBISH REMOVAL DUMPSTER B.O.

MARKUPS	MAJ.	MATERIAL	STD.	MATERIAL	HOURS
SUBTOTALS		\$9,559.00		\$15,767.00	
TAX					
EQUIPMENT / MATERIALS COST		\$9,559.00		\$15,767.00	
O / H			10.00%	\$1,576.70	
EQUIP./ MAT. COST WITH O/H		\$9,559.00		\$17,343.70	
PROFIT			10.00%	\$1,734.37	
EQUIP./ MAT. COST W/ OH & P		\$9,559.00		\$19,078.07	

	LAB.		
TOTAL LABOR HOURS			200.00
FOREMAN TIME	15.00%		30.00
BASIC LABOR RATE	\$126.05		\$25,210.00
SUPERVISION RATE	\$136.12		\$4,083.60
OVERHEAD	10.00%		\$2,929.36
SUBTOTAL			\$32,222.96
PROFIT	10.00%		\$3,222.30
TOTAL			\$35,445.26

GRAND TOTALS - THIS SHEET		\$9,559.00		\$19,078.07	\$35,445.26
BOND 2%		\$708.91			
SUB TOTAL		\$64,791.23			

**AMERICAN PAVING INC.****Invoice***"PAVING, A WHOLE NEW WAY"*P.O. Box 303 GLEN HEAD, NY 11545 • P: 516.609.8386 • FAX: 516.609.3339
info@americannavingcorp.comTO City of Glen Cove
9 Glen Street
Glen Cove, NY 11542
Attn: Manny Grella
egrella@glencoveny.gov

NO. 23-0601

DATE: 5/26/23

Rev: 7/20/23

SALESPERSON		JOB		PAYMENT TERMS	
Angelo		Cove Street, Glen Cove Emergency Work 1/28/23		Net 30	
ITEM	DESCRIPTION	UNIT PRICE	QUANTITY	TOTAL	
	MATERIAL				
	A. Remove existing roadway as marked by engineer and dispose saw cut limit	\$35.00 per ton	40.48 tons	\$1,417.50	
	B. Asphalt binder to exist road grade. Approx 2,100 Sq Ft 4 ½ to 5" thick	\$85.00 per ton	85 tons	\$7,225.00	
	C. Construct new asphalt tip up curve to west side of Cove Street			\$3,500.00	
	D. Furnish and install new sewer man hole cover			\$875.00	
	E. Seal all paving limits			\$1,700.00	
	Maintenance of traffic			\$2,000.00	
			MATERIAL TOTAL PLUS 20% MARGIN	\$20,061.00	
	LABOR				
	Operator - 2 @ 5 Hours/each @ \$111.65/hr Driver - 3 @ 5 Hours/each @ \$92.15/hr Laborer - 2 @ 5/Hours/each @ \$78.91/hr	Certified Payroll plus 45% margin			
	EQUIPMENT		LABOR TOTAL	\$4,767.38	
	Truck Hand Tools <ul style="list-style-type: none"> One (1) 6 Wheel Dump Utility \$850/day One (1) Flatbed Trailer Low Bed \$600/day One (1) Case 160 Excavator \$1,000/day One (1) Cat 299 Skid Loader \$800/day One (1) John Deere 332 E Skid Loader \$800 One (1) Leeboy 8618B Paver \$2,500/day One (1) Dyna Pack C1200 Roller \$500/day One (1) 2 ton Roller \$400/day Three dump trucks @\$850/day/each 		Unit price plus 20% margin		
			EQUIPMENT TOTAL	\$12,000.00	
GRAND TOTAL				\$36,828.38	

ATLANTIC WELLS, INC.
HUNTINGTON STATION, NY11746

6D

Invoice

	INVOICE No.
23	6388

BILL TO
City of Glen Cove 9 Glen Street Gen Cove, NY 11542 Att: Water

JOB LOCATION
Kelley Street Pumping Station

P.O. NO.	PROJECT

DATE	DESCRIPTION	QTY	RATE	AMOUNT
5/17/2023	Site visit - Trouble shoot existing booster pump. Confirm bearings and coupling failed. First mechanic -	4	150.00	600.00
5/18/2023	Shut down and isolate booster pump from distribution line and well. Disconnect motor coupling from shaft. Set up and rig to remove pump top cover. Remove existing pump shaft with impellers and seals. Take to repair shop for complete rebuild. First mechanic - Second mechanic - Third mechanic -	8 8 8	165.00 150.00 150.00	1,320.00 1,200.00 1,200.00
6/22/2023	Fabricate new impeller shaft. Fabricated 2 bronze seal sleeves with locking collars. Clean and reuse existing impeller. Repair cracked vane. First mechanic - Second mechanic -	8 8	150.00 150.00	1,200.00 1,200.00
6/23/2023	Furnish two new bearings. Furnish two new mechanical seals. Resleeve ODE mating ring bore. Fabricate new casing rings. True existing impeller rings. Reassemble rotating assembly complete. First mechanic -	8	150.00	1,200.00
		Total		

ATLANTIC WELLS, INC.
HUNTINGTON STATION, NY11746

Invoice

DATE	INVOICE No.
7/11/2023	6388

BILL TO
City of Glen Cove 9 Glen Street Gen Cove, NY 11542 Att: Water

JOB LOCATION
Kelley Street Pumping Station

P.O. NO.	PROJECT

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Second mechanic -	8	150.00	1,200.00
	Material			
	Split Case Pump Complete Repair Kit	1	7,800.00	7,800.00
6/28/2023	Furnish and install new 8 inch flanged gate valve with all bolts nuts gaskets, complete.			
	First mechanic -	8	150.00	1,200.00
	Second mechanic -	8	150.00	1,200.00
	Material			
	8 inch flanged gate valve	1	850.00	850.00
	8 inch flange pack complete	2	35.00	70.00
6/29/2023	Load up acetylene and oxygen, air handling / moving equipment.			
	Burn all bolts on existing 8 inch flanged gate valve.			
	Reinstall fully repaired pump shaft with new sleeves, seals, and bearings, and gaskets complete.			
	Reinstall pump housing gasket.			
	Reinstall pump housing and tighten all bolts.			
	First mechanic -	8	165.00	1,320.00
	Second Mechanic -	8	150.00	1,200.00
	Third mechanic -	8	150.00	1,200.00
6/30/2023	Reinstall coupling.			
		Total		

ATLANTIC WELLS, INC.
HUNTINGTON STATION, NY11746

Invoice

DATE	INVOICE No.
7/11/2023	6388

BILL TO
City of Glen Cove 9 Glen Street Gen Cove, NY 11542 Att: Water

JOB LOCATION
Kelley Street Pumping Station

P.O. NO.	PROJECT

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Align all units. Start up and test unit and valve. First mechanic - Second Mechanic - Third mechanic -	8 8 8	165.00 150.00 150.00	1,320.00 1,200.00 1,200.00
	18,960 - repairs/labor F0300. 55420 8720 - parts F0300. 54324			
			Total	\$27,680.00



RAYMOND G. DiBIASE, P.E., PTOE, PTP, PRESIDENT and CEO
ROBERT A. STEELE, P.E., EXECUTIVE VICE PRESIDENT
JAMES L. DeKONING, P.E., VICE PRESIDENT

Associates

TOPHER F. DWYER
V. EISENBERG, P.E.
ANDREW B. SPEISER
MEDLICKA, LEED AP
J. MASSERIA, P.E.
A. CORRADO, P.E.

6E

August 8, 2023

City of Glen Cove
Department of Public Works
9 Glen Street
Glen Cove, New York 11542

Att: Michael Yeosock, P.E., Director of Public Works

Re: Proposal for ACOE and DOS Dredging Permit at Mill Pond in Glen Cove

Dear Mr. Yeosock,

Pursuant to your Department's request, L.K. McLean Associates, P.C. (LKMA) is pleased to submit the following proposal for professional engineering services related to procuring ACOE and DOS dredging Permits for the forebay at Mill Pond.

The proposed scope of work will entail the following:

SCOPE OF SERVICES

- I. **Topographic and Bathymetric Survey (\$7,600.00)** – Under this task, LKMA will prepare a topographic and bathymetric survey of the Mill Pond Forebay where shown in Figure 1. Prior to survey, Gary Gentile, RLA will flag existing wetland limits so that it can be included on the basemapping and permit plans. The product of the survey will be a digital terrain model that can generate contours at any interval necessary. It is assumed that contours will be shown at 1' intervals.

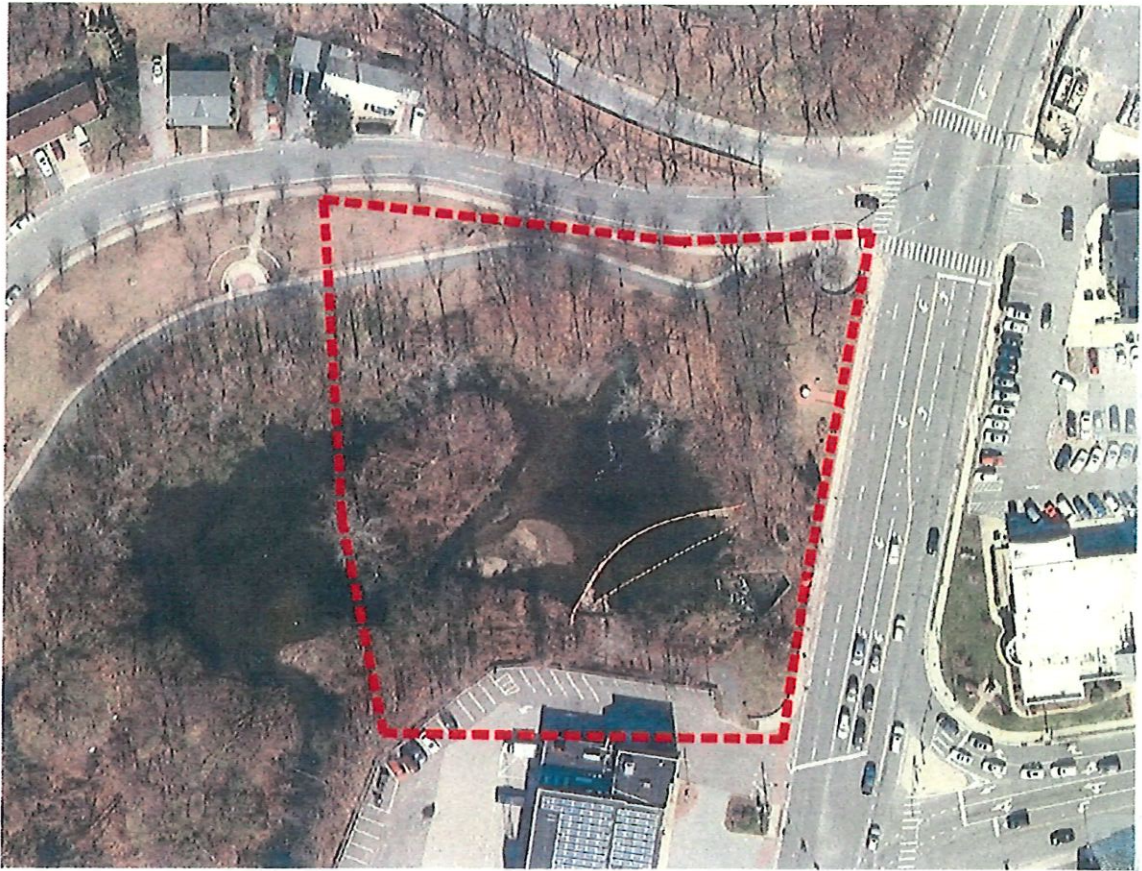


Figure 1. Topographic and Bathymetric Survey Limits.

II. Permit Plans - Dredging Plan and Details (\$9,200.00) – Under this task, LKMA engineers will prepare design plans and details for environmental permitting for dredging of the sediment which has collected within Mill Pond's Forebay. The proposed plans will depict the following:

- Existing & Proposed Contours
- Areas where dredging is required
- Proposed stockpile areas
- Construction Access Points
- Erosion and Sediment Control measures for stockpile areas
- Quantities of proposed dredging.
- MHW/MLW

We anticipate that the following drawings will be created:

- Cover Sheet
- Existing Conditions Plan with Photographs
- Dredging Plan
- Dredging Sections



III. Environmental Permitting (\$6,400.00) – Using the accepted plans prepared under Task II, LKMA will prepare and submit the following permit applications:

- US Army Corps of Engineers
 - Section 404 of Clean Water Act, Section 10 of Rivers and Harbors Act
 - NOAA NLAA Program Verification
 - NOAA Essential Fish Habitat Assessment & Fish and Wildlife Coordination
- New York State Department of State

IV. Contract Plans, Specifications and Bid Documents (\$8,800.00) – Under this Task, LKMA will prepare final bid documents, which will include development of all plan sheets, details, contractor specifications, itemized proposal sheets and Final Engineer's Estimate. Under this Task, LKMA representatives will meet with the City of Glen Cove to coordinate the bid package.

V. Bid Review and Recommendations (\$2,400.00) – During the advertisement period, LKMA representatives will respond to bidder questions and issue any necessary addenda that are required. Upon receiving bids at bid opening, LKMA will review bids for mathematical errors, check contractor qualifications and eligibility, and prepare a recommendation of award.

VI. Construction Administration and Inspection Services – (Cost supplied upon request) - If required, LKMA can provide construction administration services during the construction phase of the dredging project. Such services shall include but not be limited to the following:

- Pre-construction meeting
- Progress meetings (as necessary)
- Submittal review
- Address any design issues during construction

If required, LKMA can provide part time (20 hours per week) construction inspection services during the construction phase of the dredging project. Such services shall include but not be limited to the following:

- Daily Work Reports
- Monitor inspection activities for compliant with the plans and specifications
- Review payment requests
- Project closeout activities
- Preparation of as-built plan

services
not be

1)



Fee Payment Schedule

Our fee estimate for the above referenced services is as follows:

I.	Topographic and Bathymetric Survey	\$7,600.00
II.	Permit Plans – Dredging Plans and Details	\$9,200.00
III.	Environmental Permitting	\$6,400.00
IV.	Contract Plans, Specifications and Bid Documents	\$8,800.00
V.	Bid Review and Recommendations	\$2,400.00

Total Engineering Services (Tasks I-V): **\$34,400.00**

Technical Assumptions:

1. All property line boundaries will be plotted and obtained through GIS or Tax Map information.
2. Construction Inspection and Administration is not included in our fee.
3. The City has previously procured maintenance dredging permits from the NYSDEC. The City will provide to LKMA for use prior to submitting permit applications.
4. The City will provide LKMA with all necessary record plans of the forebay to assist the design.
5. This project does not involve the preparation of a Stormwater Pollution Prevention Plan.
6. LKMA is not responsible for any construction means, methods, techniques, sequences, procedures, safety precautions or safety programs.
7. It is assumed that sediment sampling, grain size, TOC and a contaminant analysis is not required for this project.
8. Sediment sampling and testing shall be done by others during the construction phase of this project.

The indicated fee includes all out of pocket expenses associated with travel, materials and reproduction costs.

We want to thank you for giving us an opportunity to work on this project. If you have any questions or comments regarding this proposal, please do not hesitate to contact me.

Very truly yours,

Keith J. Masseria, P.E.
Associate

CC: LKMA Controller Copy
LKMA Project Manager Copy.

6F

AGREEMENT BY AND BETWEEN Glen Cove AND Helpsy

This Agreement, by and between Helpsy (Helpsy Holdings PBC), a foreign corporation with its principal offices located at 100 Springdale Road, Ste A3 PMB 293, Cherry Hill, N.J. 08003 and a New York office at 201 Ferris Avenue, White Plains, N.Y., hereinafter referred to as "Helpsy," and the City of Glen Cove, a New York municipal corporation with its principal offices located at 9 Glen Street, Glen Cove, N.Y. 11542, hereinafter referred to as "the Municipality," sets the terms under which Helpsy will collect clothes, footwear, and related textiles.

The intent of this agreement is to efficiently divert the Municipality's textile waste, to give residents, businesses, and visitors convenient textile recycling options, to support the community, to generate data to further improve the Municipality's waste diversion, and to provide funds for the Municipality's budget. Helpsy will provide the logistics, equipment, data reporting, royalties, and will responsibly reuse or resell the material collected from the Municipality.

1. Effective Dates; Term

The Agreement will be effective on the date of the signatures below (the "Effective Date") and will continue for a term (the "Term") of one year.

2. Salable Material and Royalties

All salable clothing, footwear, and accessories Helpsy collects or receives from locations it establishes with the Municipality's consent (except thrift stores), shall be Salable Material. Salable Material is defined as textiles, clothes and footwear which are dry, mold-free and which Helpsy did not collect from a secondhand store. Helpsy will report the total weight of Salable Material and will pay the Municipality or its designee(s) the Royalty.

Helpsy weighs all collections at Helpsy's warehouses. Collections from individual locations are collected in bags. Collections are typically bagged by residents prior to drop off in the bin. However if clothing is loose or otherwise needs to be re-bagged, Helpsy drivers bag on site in bags that are usually 30 gallons in size. Collections are measured in terms of bag counts. Each quarter Helpsy compares total weight collected and reported bag counts to recalculate average weight per bag by region. Glen Cove's region includes the state of New York and parts of Connecticut. The weight per bag is then multiplied by the number of bags for each location to determine that location's per-pound payments.

3. Payments

Helpsy will pay the Municipality for Salable Material collected at a rate of **\$40/ton** for curbside and containers. The rate for events is **\$100/ton**. Helpsy will make quarterly payments by the 25th day of the month following the end of the quarter. January through March collections will be paid in April. April through June collections will be paid in July. July through September collections will be paid in October. October through December collections will be paid in January.

Payments will be made to
City of Glen Cove
Attention: City Controller
9 Glen Street

This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements or representations between the parties, written or oral, that may have related in any way to the subject matter hereof.

10. Governing Law; Forum.

This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of law thereof. Any judicial proceeding brought with respect to this Agreement shall be brought in the appropriate court of jurisdiction for the State of New York.

11. Counterparts

This Agreement may be executed in separate counterparts, and when executed, separately or together, all of such counterparts will constitute a single original instrument, effective in the same manner as if all parties hereto had executed one and the same instrument.

12. Hold Harmless

Helpsy shall indemnify and hold harmless Glen Cove and its governing board, members (including the Member Jurisdictions under Confirmations), officers, agents, and employees from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including reasonable attorneys' fees, (including those related to bodily injury, sickness, disease or death sustained by any person or persons or on account of injury or damages to or destruction of any property), directly or indirectly arising out of, relating to or in connection with Helpsy's performance or omission of any act in connection with this agreement unless it is the result of intentional misconduct or gross negligence of Glen Cove.

13. Helpsy shall name the City of Glen Cove as an additional insured on its liability insurance policy protecting the City from any claims for damages to property and for personal injuries, including death, which may arise from the services provided by Helpsy or anyone directly or indirectly employed or engaged by Helpsy, of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars aggregate.

Helpsy

CITY OF GLEN COVE

By _____
Lisa Scianenall, Chief of Staff

By _____
Pamela Panzenbeck, Mayor

Date:

Date:

Helpsy: Lisa Sciannella, Chief of Staff, 301 602 8950
Address: 100 Springdale Road, Ste A3 PMB 293, Cherry Hill, NJ 08003
Email: lisa@helpsy.co

Date: 06/22/2023

City of Glen Cove

9 Glenn Street
Glen Cove, NY 11542

Attn: Emanuel Grella
EGrella@glencoveny.gov

6 E

The LandTek Group, Inc. "Contractor" is please to present the following proposal to the City of Glen Cove "Owner" for the project addressed above.

Veterans Memorial - Proposal #23-941

Proposal based off ES BOCES Concrete, Asphalt & Related Site Work Contract 2019-049-1011R.

Scope of Work

- Excavate existing soils & concrete. (Town to haul out and dispose).
- Prepare fine grade and layout per provided plans dated 1/14/19.
- Furnish and install concrete base for pavers.
- Furnish and install reinforced concrete flatwork.

Total Job Cost:

\$22,107.00

The total cost of base work is Twenty-two thousand one hundred seven dollars.



"Building Champions from the Ground Up"

The LandTek Group, Inc. ©

www.landtekgroup.com
105 Sweeneydale Ave
Bay Shore, NY 11706

Concrete

Fencing

Natural Grass Construction

Construction & Infrastructure

Synthetic Turf Maintenance

Synthetic Turf

Breakdown

ZONE 5 - Western Suffolk - Townships of Smithtown, Huntington and Babylon

Line	Estimated Usage	Item Description / Classification	UOM	Unit	Total
Concrete Work					
19	880	Cement Concrete Flatwork - NEW - 4" Thick	SF	\$ 7.50	\$ 6,600.00
22	128	Cement Concrete Flatwork - REPLACEMENT - 6" Thick	SF	\$ 14.00	\$ 1,792.00
		Total Concrete Work			\$ 8,392.00
Additional Labor and Materials (Only upon prior written approval by BOCES and/or Participant)					
46	52	In the event the services of a laborer are needed for any of the above specifications, please indicate the hourly rate of such laborer. Vendors must present certified payroll in accordance with prevailing wage requirements along with all invoices for payment.	per hour	\$ 250.00	\$ 13,000.00
47	650	This bid contemplates that the Cooperative Program participants and ESBOCES will reimburse contractor for its certified cost plus % of all parts and materials utilized in connection with repair and/or replacement of equipment for any of the above specifications. Please indicate the Certified Cost Plus % of such materials.	% Cost Plus	10%	\$715.00
TOTALS:					\$ 22,107.00

Please feel free to reach out to any member of our project team with questions about this proposal:

Joel Fonseca
Project Manager- Concrete Division
The LandTek Group, Inc.
631-691-2381
JFonseca@LandTekgroup.com

Thank you again for your interest in LandTek, we look forward to working with you.

The present proposal serves to provide an overview of the terms and conditions governing the business relationship between the parties for the completion of the above-referenced transaction. The parties hereby undertake to subsequently formalize their agreement by signing a more detailed agreement and/or purchase order ("Contract") and as such the amount listed herein shall be an estimate which will be formalized in said Contract.

By its signature(s) below, the customer acknowledges having read and accepted this proposal and undertakes to be bound by it.

X

Owner (Signature)



"Building Champions from the Ground Up"

The LandTek Group, Inc. ©

www.landtekgroup.com
 105 Sweeneydale Ave
 Bay Shore, NY 11706

Concrete

Fencing

Natural Grass Construction

Construction & Infrastructure

Synthetic Turf Maintenance

Synthetic Turf

Any PO or Contract must be made out to The LandTek Group, Inc.
105 Sweeneydale Ave, Bay Shore, NY 11706



Exclusions:

- Sales Tax
- Permits and Inspection Fees
- Bonds or OCP Insurance
- Irrigation repairs and or modifications.
- Disposal of soils, concrete or misc. materials.
- Masonry, paver work.
- Engraved pavers.
- Topsoil backfill/ restoration. Seeding.
- Electrical work. Drainage work.
- Landscaping/ planting work.



Terms & Conditions:

The following provisions shall serve as the basis of an agreement between "Contractor" and "Owner" in connection with the supply and installation of products and services in accordance with the present cooperative purchasing proposal:

- | | |
|---|---|
| <p>a) Pricing is valid for 30 days</p> <p>b) Pricing is based off prevailing wage</p> <p>c) Delays and cost increases of raw materials and/or labor due to disrupted supply chains and fluctuation in market conditions may occur.</p> <p>d) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and <i>force majeure</i>.</p> <p>e) "Contractor" shall not be a party to any penalty clauses and/or liquidated damages provisions.</p> <p>f) The parties acknowledge and agree that Contractor shall not be entitled to seek or obtain any increase in the proposal sum unless changes are approved by "Owner". If there are any changes in proposal scope, memorialized in approved Change Orders, that require additional supplies, materials or equipment, the cost associated with these items will be additional to the proposal.</p> <p>g) A material deposit may be required to hold pricing for an extended period of time. This item</p> | <p>will be discussed during the creation of a contractual agreement.</p> <p>h) Progress Payments: Based upon Applications for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract Sum.</p> <p>i) The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.</p> <p>j) Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor.</p> <p>k) In the event that "Contractor" pursues the collection of payment of any past-due invoice, "Contractor" shall have the right to recover all charges and expenses, including attorney fees, related with the collection operations.</p> <p>l) Confidential Information. In the performance of this agreement, employees of each party may receive confidential information and materials of the other ("Confidential Information").</p> |
|---|---|



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Synthetic Turf

Confidential Information includes (i) either party's business or financial information and plans; (ii) the price, scope, terms and existence of this Agreement or any agreement between LandTek and its customers; (iii) any other items identified as being confidential by either party. Confidential Information will not include information that the receiving party can show: (a) is or becomes publicly known or available through no fault of the receiving party; (b) was in its possession prior to receipt from the disclosing party, as evidenced by business records; (c) was lawfully obtained

from a third party who has the right to make such disclosure; (d) is independently developed as can be shown by documentation; or (e) is produced in compliance with applicable law or a court order, provided the receiving party first gives the disclosing party reasonable notice of such law or order. Both parties agree for themselves, and their employees that such information will be kept confidential, using the same degree of care that each party uses to protect its own confidential information, and not disclosed to third parties.

Concrete

Fencing

Natural Grass Construction

Construction & Infrastructure

Synthetic Turf Maintenance

Synthetic Turf



"Building Champions from the Ground Up"

The LandTek Group, Inc. ©

www.landtekgroup.com
105 Sweeneydale Ave
Bay Shore, NY 11706

6H

City of Glen Cove

Contract No. 2021-020



Veterans Memorial Monument Park Walkway Star and Engraved Bricks

North Shore Monuments
667 Cedar Swamp Road
Brookville, NY 11545
www.northshoremonuments.com
Hugh and Maggie Tanchuck

**STATE OF NEW YORK,
CITY OF NASSAU
CITY OF GLEN COVE
CONTRACT NO. 2021-020**

For the Veterans Memorial Monument Park Walkway-Star and Engraved Bricks project
LOCATED IN THE CITY OF GLEN COVE, NASSAU, NEW YORK

THIS AGREEMENT, entered into as of this _____ day of _____, in the year 2023 (this "Agreement"), by and between the **CITY OF GLEN COVE**, a municipal corporation, hereinafter referred to as the "**CITY**", a City in the City of Nassau, with principle offices at 9 Glen Street, Glen Cove, New York 11542 and North Shore Monuments, a Vendor with principal offices at 667 Cedar Swamp Road, Brookville, NY 11545, hereinafter referred to as "**VENDOR**".

WITNESSETH: In consideration of the mutual stipulations, agreements, and covenants herein contained, the parties hereto have agreed and hereby agree with each other, the party of the first part for itself, its successors and assigns, and the party of the second part, for itself or himself or themselves, and its successors and assigns, or his or their executors, administrators and assigns, as follows:

ARTICLE 1. TERM OF AGREEMENT

This contract shall commence on the date that it is executed by the City and the Vendor (the "Commencement Date") and terminate on the 31st of December 2023 (the "Expiration Date") unless sooner terminated or extended in accordance with its terms.

ARTICLE 2. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule B, (collectively the "SERVICES") which is attached to and is part of this Agreement. VENDOR agrees to perform the SERVICES in accordance with the terms and conditions of this Agreement. It is specifically agreed that the City will not compensate VENDOR for any SERVICES provided outside those specifically identified in Schedule B, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement.

ARTICLE 3. RESPONSIBILITY OF THE VENDOR

The Vendor shall do all the work and furnish all labor, materials, equipment, tools and appliances, except as hereinafter otherwise stated, that may be necessary and proper, as established in Attachment B, for performing the contract.

ARTICLE 4. RESPONSIBILITY OF THE CITY

City will cooperate with the Vendor to complete the work in a timely, efficient, and cost-effective manner. The City shall designate an authorized representative familiar with the work who shall be available to the Vendor and who has the authority to make all decisions required to assure that the Vendor can furnish the work per this contract. The City will provide copies of the brochures for the purchased bricks.

ARTICLE 5. COMPENSATION

It is understood and agreed that the Vendor shall be compensated for its services as follows:

50% paid upon substantial completion of work as determined by the City in writing.

50% paid upon final acceptance of work as determined by the City in writing.

Payment to the Vendor is not to exceed \$31,100.00

ARTICLE 6. MODIFICATIONS

1. The City may, from time to time, require changes in the work to be performed or material to be furnished by the Vendor hereunder. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the City and the Vendor, shall be incorporated in written amendments to this contract. No claim will be made by the Vendor for any such work performed or material furnished before such amendments shall have been approved or passed by the City.
2. No work for which an additional cost or fee will be charged by the Vendor shall be performed without prior written authorization from the City.

ARTICLE 7. INDEPENDENT CONTRACTOR

In performing the services and incurring expenses under this Agreement, Vendor shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the City. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the Services and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same. In accordance with such status as independent contractor, Vendor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the City, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 8. TERMINATION

1. The City may, by written notice to Vendor, terminate this contract in whole or in part at any time, either for the City's convenience or because of the failure of the Vendor to fulfill its contractual obligations. Upon receipt of such notice, the Vendor shall: (1) immediately discontinue all work affected (unless the notice directs otherwise), and (2) deliver to the City all information and materials as may have been accumulated by the Vendor in performing this contract, whether completed or in process.
2. If the termination is for the convenience of the City, an equitable adjustment in compensation shall be made, but no amount shall be allowed for anticipated profit or unperformed work. The Vendor will be paid based on the work performed up to the date of termination.
3. If the termination is due to the failure of the Vendor to fulfill its contractual obligations in a timely and proper manner as provided for in this contract, the Vendor shall be liable to the City for any additional cost incurred by the City to correct the Vendor's errors.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Vendor had not so failed, the termination shall be deemed to have been affected for the convenience of the City.

ARTICLE 9. PROTECTION OF CITY PROPERTY

Vendor assumes the risk of and shall be responsible for, any loss or damage to City property, including property and equipment leased by the City, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor as an expert consultant specialist or subcontractor hereunder. In the event that any such City property is lost or damaged, except for normal wear and tear, then the City shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage. Vendor agrees to defend, indemnify and hold the City harmless from any and all liability or claim for loss, cost, damage or

expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such City property described in this Article 9. The rights and remedies of the City provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 10. INTEREST OF VENDOR

The Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work required to be performed under this contract.

ARTICLE 11. PROPERTY RIGHTS

All work produced, and the product of all services rendered by the Vendor pursuant to this contract, shall be the property of the City. The Vendor agrees that any work based on the services rendered under this contract shall be kept in confidence and not be released, published, or disseminated in any form without the consent in writing of the City.

ARTICLE 12. DETERMINATION AND DECISIONS

The work under this contract shall be done to the satisfaction of the Director of Public Works or his designee, and in full compliance with the plans and specifications therefore, and any amendments or additions thereto. Before final acceptance by the Director of Public Works or his designee(s), all disputes as to such compliance must be adjusted, and the determination or decision of the Director of Public Works or his designee with respect to such disputes shall be final. The making of such determination or decision shall be a condition precedent to recognition by the City of any claim by the Vendor for payment for such disputed work or any portion thereof.

ARTICLE 13. DISPUTES

Pending final decision or determination by a court of competent jurisdiction of a dispute arising under this contract, the Vendor shall proceed diligently with performance in accordance with the contract and in accordance with the City's direction.

ARTICLE 14. SERVICE OF PROCESS

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), the Vendor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Vendor's actual receipt of process or upon the City's receipt of the return thereof by the United State Postal Service as refused or undeliverable. The Vendor must promptly notify the City, in writing, of each and every change of address to which service of process can be made. Service by the City to the last known address

shall be sufficient. The Vendor will have thirty (30) calendar days after service hereunder is complete in which to respond.

ARTICLE 15. INSURANCE

For all of the services set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Worker's Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the City who have been fully informed as to the nature of the services to be performed. Except for Worker's Compensation and professional liability, the City shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the City. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the City for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by Vendor shall not in any way limit Vendor's liability under this Agreement.

Type of Coverage

Limit of Coverage

Vendor shall not commence any work until it has obtained, and has approved by The City of Glen Cove, the following insurance policies, with at least the following policy limits, which policies shall be maintained in full force and effect for the duration of the Contract:

a. Commercial General Liability Coverage:	
i. Per Occurrence:	\$1,000,000
ii. Aggregate:	\$2,000,000
b. Workers Compensation Coverage:	Statutory
i. Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000
c. NYS Disability Coverage:	Statutory
d. Professional Liability Insurance: (if work involves contractor providing a professional service)	\$5,000,000/wrongful act \$5,000,000/aggregate
e. Automobile:	\$1,000,000 Combined Single Limit
f. Umbrella/Excess Liability:	\$10,000,000/occurrence \$10,000,000/aggregate

All policies above shall be written by a carrier admitted to do business in the State of New York and with an AM Best Rating of A-VII or better.

The City of Glen Cove, the Glen Cove Community Development Agency (CDA), and Nassau County shall be designated as certificate holders, and each provided a certificate.

The City, CDA, and Nassau County as Additional Insured, shall be entitled to 30 days written notice of cancellation or renewal of any policy. If the evidenced insurance expires prior to completion of work a renewal certificate shall be furnished at least ten (10) days before the date of expiration. Vendor shall provide proof of insurance to the City upon demand in the form of a certificate of insurance and copies of policies, if so requested.

If Vendor retains or hires any subcontractors, of any tier, in the course of its performance under the Contract, the requirements of this paragraph shall be binding and transferrable to each subcontractor so retained or hired, unless The City authorizes an exception prior to said subcontractor performing work for The City.

The City of Glen Cove reserves the right to amend the aforementioned insurance requirements, as it deems necessary depending on the scope of work being provided.

ARTICLE 16. INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless the City, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed pursuant to this Agreement which the City, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Vendor, its employees, representatives, subcontractors, assignees, or agents. In the event that any claim is made or any action is brought against the City arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of Vendor either within or without the scope of his respective employment representation, subcontract, assignment or agency, or arising out of Vendor's negligence, fault, act or omission, then the City shall have the right to withhold further payments hereunder, for the purpose of set-off, in sufficient sums to cover the said claim or action. The rights and remedies of the City provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 17. ARREARS TO CITY, SECTION 2206 CITY CHARTER

The Vendor warrants that he is not in arrears to the City, upon debt or contract, and that he is not a defaulter, as surety, Vendor or otherwise.

ARTICLE 18. WORKERS' COMPENSATION LAW

Pursuant to the provisions of Chapter Four Hundred and Seventy-Eight of the Laws of Nineteen Hundred Sixteen or amendments thereto, this contract shall be void and of no effect unless the party of the second part shall secure compensation for the benefit of, and keep insured during the life of this contract, such employees as are required to be insured by the provisions of Chapter Forty-One of the Laws of Nineteen Hundred Fourteen and acts amendatory thereto, known as the "Workers' Compensation Law".

ARTICLE 19. LABOR LAWS

1. The Vendor and every subcontractor performing work at the site of the Project to which this contract relates shall comply with the applicable provisions of the Labor Laws, as amended, of the State of New York.
2. Occupational Safety and Health Administration (OSHA) Construction Safety and Health Course: Pursuant to Article 9, Section 220-H of the New York State Labor Laws, on all public works Projects where the total cost of the work to be performed is in excess of \$250,000.00 all laborers, workers, and mechanics working on the site shall, prior to performing any work on the Project, be certified as having successfully completed the OSHA 10-hour construction safety and health course. The City of Glen Cove will require proof of course completion for all laborers, workers, and mechanics employed by the Vendors working on City of Glen Cove Projects which meet this requirement.
3. In accordance with Article 9, Section 220-D of the New York State Labor Laws, the attached "Prevailing Wage Schedule for Article 9 Public Work Project" will apply.

ARTICLE 20. ASSIGNMENT AND SUBCONTRACTING

Vendor shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the services to be performed by it under this Agreement, without the prior express written consent of the City. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any services provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the City shall be subject to all of the terms and conditions of this Agreement. Failure of Vendor to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the City and if so terminated, the City shall thereupon be relieved and discharged from any further liability and obligation to Vendor, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the City except so much thereof as may be necessary to pay Vendor's employees for past service. The provisions of this clause shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant

to the laws of the State of New York. This Agreement may be assigned by the City to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 21. NO ESTOPPEL

The City shall not, nor shall any department or officer thereof be precluded or estopped by any acceptance, return, certificate or payment made or given by the Director of Public Works or his designee or other officer, agent or employee of the City, under any provision of this agreement, from at any time (either before or after the final completion and acceptance of the work and payment therefore pursuant to any such acceptance, return, certificate or payment) showing the true and correct amount, quality and character of the work done and materials furnished by the Vendor or any other person under this agreement, or from showing at any time that any such acceptance, return, certificate or payment is untrue and incorrect, or improperly made in any particular, or that the work and materials or any part thereof do not in fact conform to the specifications, and the City shall not be precluded or estopped, notwithstanding any such acceptance, return, certificate and payment in accordance therewith, from demanding and recovering from the Vendor such damages as it may sustain by reason of his failure to comply with the specifications.

ARTICLE 22. NO WAIVER OF RIGHTS

Neither the inspection by the representatives or agents of the City nor by the Engineer, nor by any of their employees, nor any order, measurements or certificate of the Engineer nor any order of the Director of Public Works or his designee(s) for payment of money, nor any money, nor any payments for or acceptance of the whole or any part of the work by the Engineer nor any extension of time, nor any possession by the City, or its employees, shall operate as a waiver of any provision of this contract, nor any power herein provided, nor shall any waiver of any breach of this contract be held as a waiver of any other subsequent breach. Any remedy provided in this contract shall be taken and construed as cumulative, i.e.: in addition to each and every other former suit, action or legal proceeding. The City shall also be entitled as of right to an injunction against any breach of the provisions of this contract.

ARTICLE 23. CLAIMS AND LIABILITY

No person other than the signer of this contract, as Vendor, has any interest hereunder, and no claims shall be made or be valid and neither the City, nor any agent thereof shall be liable, or be held to pay any money, except as hereinbefore provided. The acceptance by the Vendor of the last payment shall operate as and shall be a release to the City, and every officer and agent thereof, from any claims and liability to the Vendor for anything done or furnished, or any act or neglect of the Vendor or of any person relating to or affecting the work. No payment, however,

final or otherwise, shall operate to release the Vendor or his sureties from any obligations under this contract or the performance bond.

ARTICLE 24. VENDORS GUARANTEE AND PERFORMANCE BOND

The Vendor hereby agrees to repair any imperfections that may arise and to maintain in a manner satisfactory to the City and Engineer all of his work for a period of one (1) year from date of final acceptance of the contract. The Vendor also agrees, for this period, to indemnify and save harmless the City, its officers and agents from any injury done to property or persons as a direct or alleged result of imperfections in his work and shall immediately assume and take charge of the defense of such actions or suits in like manner and to all intents and purposes as if said actions and suits had been brought directly against the Vendor.

To ensure that this agreement will be carried out, the Vendor shall be required to furnish a bond of an approved surety company.

ARTICLE 25. CONTROLLING LAW

This contract is to be governed by the laws of the State of New York.

ARTICLE 26. CODE OF ETHICS

The Vendor specifically agrees that this contract may be canceled or terminated if any work under this contract is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State, or Municipal officers and employees.

ARTICLE 27. PROCUREMENT OF AGREEMENT

Vendor represents and warrants that no person or selling agency has been employed or retained by Vendor to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Vendor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Vendor makes such representations and warranties to induce the City to enter into this Agreement and the City relies upon such representations and warranties in the execution hereof. For a breach or violation of such representations or warranties, the City shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid hereunder and Vendor shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the City for such falsity or breach, nor shall it constitute a waiver of the City's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 28. NOTICE

Any written notice required or authorized under this contract shall be personally delivered, sent by United States mail, or transmitted by facsimile or electronic mail transmission to the authorized representatives designated under this contract. Personal delivery of written notice may include leaving the said notice with the Vendor's agent in charge of the work, or with any employee found on the work, at the Project location. The party providing notice must be able to document delivery to the other party. The contact information of the authorized representatives for written notices shall be inserted below:

North Shore Monuments

667 Cedar Swamp Road, Brookville, NY 11545

Attention: Maggie Tanchuck

Phone: (516) 759-2156

Email: maggie@nsastone.com

To: City of Glen Cove

Address: City Hall, 9 Glen Street, Glen Cove NY 11542

Attention: Pamela D. Panzenbeck, Mayor

Telephone: (516) 676-2004

Fax: (516) 676-0108

Email: ppanzenbeck@glencoveny.gov

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed or sent electronically, provided that the sender has received a confirmation of such fax or electronic transmission. The named representatives of the Vendor of City may, for purposes of this contract, change his or her address, fax number, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Article.

ARTICLE 29. MISCELLANEOUS

1. This contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the City beyond the monies legally available for the purposes hereof.
2. The paragraph headings in this contract are included solely for reference, and shall not define, limit, or affect the construction or interpretation of this contract.
3. All attachments to this contract (Appendices A-B) are made a part hereof.

ATTACHMENTS

Appendix A: Proposal and Supporting Materials

Appendix B: Title VI/Non-Discrimination Assurances

VENDOR:

Date: _____

Notary Public

CONTRACT #2021-020; Veterans Memorial Monument Park-Star and Engraved Bricks

Date: _____

Appendix A



Estimate

8/3/2023

Mayor Pamela Panzenbeck
9 Glen St
Glen Cove, NY 11542

Project Veterans Monument Park in Glen Cove

Scope: North Shore Monuments will supply all labor and materials to complete the following work at Monument Park in Glen Cove.

1) NSM will Supply and Install bricks in a Star shape Running bond pattern. Incorporating 8x8 pavers for large brick order requested by customer. (Cement Sub base by the city of Glen Cove)	\$29,287.00
2) Engraving of Pavers 65pcs 4x8 @ \$19 17pcs 8x8 @ \$34	\$1,813.00
Total:	\$31,100.00

Payment Terms 50% deposit upon substantial completion
50% upon final acceptance of work by the City

Cost for Engraved Bricks Supplied by Customer and Completed at NSM shop:

4 x 8 Bricks: \$19/each
8 x 8 Bricks: \$34/each

Future Cost of Engraved Brick Installation:

Engraving the blank bricks in shop and providing installation on site by replacing existing blank with a new engraved brick (as long as the bricks are not cemented in).
Total Cost for Installation: \$250/hour (includes travel time, round trip, from NSM shop)
Note: If the first order of bricks are submitted in time to be installed along with the blank walkway bricks previously quoted, the engraved bricks will be installed at that time at no additional charge.

Specifications for each brick size using Nicolock Pavers:

4 x 8 Brick: Accommodates 3 lines of copy, 14 characters per line including spaces, Vermarco font
8 x 8 Brick: Accommodates 6 lines of copy, 14 characters per line including spaces, Vermarco font

Inclusions:

Insurance & WC
Project management & oversight
Prevailing wage
Supply bricks
Delivery & Installation
Engraving

Exclusions:

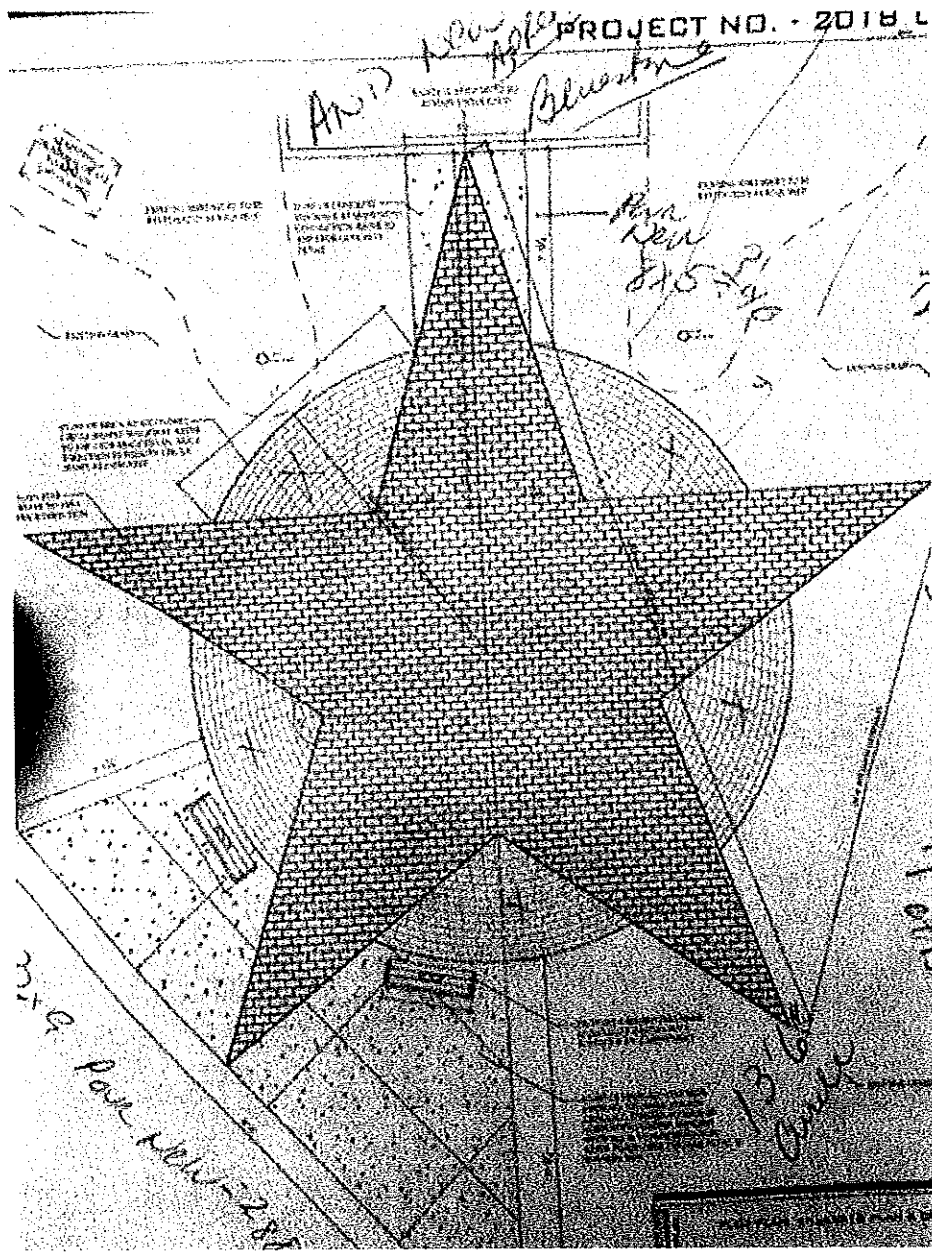
Permits that may be required by the city of Glen Cove
Landscaping, design and planting
Architectural or Structural Engineering Fees
Drainage System

Retaining wall systems
Cement sidewalk
Cement sub-base under patio

North Shore Monuments Rep, Date

Veteran Memorial Plaza Rep, Date

667 Cedar Swamp Road, Brookville, NY 11545 516-759-2156



NORTH
SHORE
MONUMENTS

7 August 2023

Glen Cove City Hall
Pamela Panzenback
Glen St
Glen Cove, NY 11542

Re: Glen Cove Veteran Walk

To whom it may concern,

North Shore Monuments is the sole source provider for this project for the engraved bricks requested for the new Glen Cove Veterans Walk.

We have been the sole source provider for our engraved bricks and have helped many organizations raise money with this unique way of fund-raising. We will be installing the custom engraved bricks on top of the new foundation being provided by the City of Glen Cove.
Should you have any questions please do not hesitate to call.



Maggie Tanchuck
President
North Shore Monuments
516 759 2156

Appendix B

Standard Title VI/Non-Discrimination Assurances

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *NYSDOT or USDOT* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *NYSDOT or USDOT*, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *NYSDOT or USDOT* may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *NYSDOT or USDOT* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Standard Title VI/Non-Discrimination Assurances

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

6I

SERVICES AGREEMENT

This SERVICES AGREEMENT (this "Agreement") is made as of _____, 202__ (the "Effective Date"), by and between the City of Glen Cove, a New York municipal corporation with offices at 9 Glen Street, Glen Cove, N.Y. 11542 (the "Client"), and MUNIREG LLC, an Ohio limited liability company ("MuniReg").

RECITALS

- A. Mortgage foreclosure properties located within the Client's jurisdiction (each, a "Property," and collectively, the "Properties"), increasingly are in violation of the Client's laws, regulations, codes, and ordinances (collectively, the "Codes"), pertaining to the care of lawns and exterior maintenance.
- B. These Properties are significant health and welfare issues and are a significant contributing factor to neighborhood blight within the Client's jurisdiction.
- C. To address these issues related to the maintenance of vacant and/or abandoned Properties, Article IX of the City Code of the City was adopted by the Client on the ninth day of March, 2021.
- D. Pursuant to the authority granted under Article IX of the City Code, a resolution authorizing the Mayor of the City to enter into this Agreement with MuniReg to provide certain Services (defined below) was adopted by the Glen Cove City Council on _____, 2023 to register mortgage foreclosure properties (each, a "Registration"), thereby allowing the Client to efficiently and proactively enforce compliance with the City Code; and
- E. As part of the Services, MuniReg will provide a no-cost electronic Registration process for the Client with respect to the Properties, and will collect on behalf of Client any fees associated with such registrations (the "Registration Fees").

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Engagement and Services.

During the Term (defined below) of this Agreement, MuniReg will provide certain services with respect to Registration of the Properties, as listed on the attached Exhibit A (the "Services"). The Client acknowledges and agrees that MuniReg may staff the Services as it sees fit. MuniReg has the right to subcontract the performance of any and all Services, in whole or in part, under this Agreement, provided such subcontracting shall not relieve MuniReg of its obligations hereunder.

2. Term and Termination.

- (a) **Term.** The term of this Agreement shall begin on the Effective Date and continue for twelve (12) months (the "Initial Term"), and thereafter for one (1) year

renewal terms (each, a “Renewal Term,” and together with the Initial Term, the “Term”), until terminated pursuant to Section 2(b).

(b) Termination. This Agreement may be terminated by either party with or without cause, immediately upon thirty (30) days’ prior written notice to MuniReg. Either party may also terminate this Agreement, effective immediately upon written notice to the other party, upon a material breach of this Agreement by the other party. Further, to the extent permitted by law, Client may terminate this Agreement, effective immediately upon written notice to MuniReg, in the event of: (i) an assignment for the benefit of creditors by MuniReg or the voluntary appointment (at the request of MuniReg or with the consent of MuniReg) of a receiver, custodian, liquidator or trust in bankruptcy of MuniReg’s property or the filing by MuniReg of a petition in bankruptcy or other similar proceeding under any law for relief of debtors; (ii) the filing against MuniReg of a petition in bankruptcy or other similar proceeding under any law for relief of debtors, or the involuntary appointment of a receiver, custodian, liquidator or trustee in bankruptcy of MuniReg’s property, where such petition or appointment is not vacated or discharged within sixty (60) days after the filing or making thereof; or (iii) MuniReg liquidates, dissolves, or otherwise ceases business operations. This Agreement may also be terminated by either party with or without cause, immediately upon thirty (30) days’ prior written notice to MuniReg. Finally, this Agreement will automatically terminate in the event that MuniReg’s authority to perform the Services under the Ordinance is withdrawn or is adversely modified in any material respect.

(c) Effect of Termination. Upon termination of this Agreement, MuniReg will cease performance of all Services, and all further licenses and rights of the parties will cease, except that MuniReg will be entitled to any compensation or other amounts earned with respect to Services provided through the effective date of termination. Further, and notwithstanding any termination of this Agreement, the provisions of Sections 3 (to the extent payments remain due), 4, 5, 6, 8, 9, 10 and 11 shall survive such termination and remain in effect. Upon termination of this Agreement: (i) each party shall promptly (and within no more than ten (10) days) return to the other or destroy all data, materials, and other property of the other party then held by it (including all copies thereof, provided that MuniReg may keep a copy for its records); and (ii) MuniReg shall promptly (and within no more than ten (10) days) remit to the Client the portion of Registration Fees owed to the Client under the terms of Exhibit A (less any fees or other amounts payable to MuniReg under the terms of Exhibit A). In addition, for a period of six (6) months following the termination of this Agreement, MuniReg shall respond to the reasonable inquiries of any successor company providing similar Services to the Client, and allow any successor companies to receive information in digital or hard copy format (in whichever format MuniReg so chooses) relating to matters of continuing significance regarding the Services.

3. Compensation.

(a) Payment for Services; Expenses. As compensation for the Services, MuniReg shall retain the amount per each collected Registration Fee as set forth in the attached Exhibit A. Except as specifically provided on Exhibit A, the Services will be provided by MuniReg at its sole cost and expense.

(b) Taxes. The charges specified on the attached Exhibit A shall be deemed not to have included taxes. Client shall thus also be responsible for all sales, use, property, value added or similar taxes, if any. Taxes related to income based on the Services provided, as well as taxes based upon MuniReg's net income, are excluded. If MuniReg is required to pay any such taxes, the taxes shall be billed to the Client and the Client agrees to pay to MuniReg (within thirty (30) days) the full amount of such taxes and any interest or penalties incurred due to late payment or nonpayment of such taxes by Client.

4. Independent Contractor Status.

MuniReg shall at all times be a consultant and independent contractor when acting and providing Services under this Agreement. No provision of this Agreement shall be interpreted to conflict with the intent of the parties that each party's legal status with respect to this Agreement and the Services being provided hereunder shall at all times be that of an independent contractor, and not as employer, employee, partner, or joint venturer of the other party. MuniReg shall have no right to enter into any contracts or commitments in the name of, or on behalf of, Client, or to bind Client in any respect. In connection with any payments made to MuniReg hereunder, Client will not: (i) withhold or pay any FICA or other federal, state or local income taxes or other taxes; or (ii) comply with or contribute to state worker's compensation, unemployment or other funds or programs. MuniReg will not have the right to participate in any employee benefit or insurance plan or any other plan or other fringe benefit which is maintained, established or provided by Client for its employees.

5. Representations and Warranties.

(a) MuniReg Warranties. MuniReg represents and warrants that: (i) the Services shall be provided by staff possessing the required skills and experience and that the Services shall be performed in a professional and workmanlike manner; (ii) in providing the Services and otherwise performing under this Agreement, MuniReg shall observe and comply with the Codes, the Ordinance, all other applicable laws, regulations, codes, and ordinances; and (iii) in providing the Services and otherwise performing under this Agreement, MuniReg shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin. THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES MUNIREG HAS GIVEN TO CLIENT WITH RESPECT TO THE SERVICES. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR NONINFRINGEMENT. EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL SERVICES ARE BEING PROVIDED TO CLIENT ON AN "AS IS" BASIS.

(b) Client Warranties. Client represents and warrants that: (i) it has the power and authority to pass the Resolution authorizing MuniReg to perform the Services and to enter into this Agreement; (ii) the execution of this Agreement by the person representing Client is sufficient to render the Agreement binding; and (iii) neither Client's performance hereunder nor the exercise by MuniReg of any rights granted to it hereunder will violate

any applicable laws or regulations, or the terms of any other agreement to which Client is a party.

6. Indemnification.

(a) Indemnification by MuniReg. MuniReg will defend, indemnify and hold harmless the Client and its officers, directors, trustees, elected and appointed officials, managers, principals, agents, and affiliates, and their respective successors and assigns from and against any losses, claims, lawsuits, proceedings, amounts, costs, expenses, or other damages (including without limitation, reasonable attorneys' fees) (collectively, "Damages"), arising from or relating to: (i) MuniReg's breach of any term, condition, representation, warranty, or covenant hereunder; (ii) all suits, actions, or proceedings in which Client is made defendant for actual infringement of any U.S. or foreign patents, trademarks or copyrights or for actual violation of the unfair competition laws or any claim arising thereunder resulting from the use or sale of the Services, either alone or in combination with other materials; or (iii) any material defect or non-conformity in the Services delivered or furnished hereunder.

(b) Indemnification by Client. Client will defend, indemnify and hold harmless MuniReg and its officers, managers, principals, agents, and affiliates, and their respective successors and assigns from and against any Damages arising from or relating to: (i) the negligence, willful misconduct, or willful and material misrepresentation of the Client or any of its employees, agents, personnel or representatives; (ii) a material breach of Client's obligations, representations or warranties under this Agreement; (iii) a third party claim arising from or related to work performed by Client's prior service provider; or (iv) a third party claim arising from or related to: (A) the Registration Fees structure, (B) a challenge to the constitutionality of the Resolution, or (C) any other challenge relating to the electronic registry; provided, however, that the total aggregate liability of the Client to provide an indemnification under this Section 6(b) shall in all cases be subject to a total aggregate limit not to exceed \$50,000.00.

(c) Indemnification Procedure. The foregoing indemnity is contingent upon the indemnifying party receiving prompt written notification by the party seeking indemnification of such claim. The indemnifying party shall have sole control of the defense with respect to any such claim (including settlement of such claim), unless MuniReg requires that it be notified of a proposed settlement and have the opportunity to provide prior written consent.

7. Client Obligations.

(a) In accessing or utilizing the Services, the Client agrees to abide (and to cause its employees, agents, and other representatives and personnel to abide) by the Ordinance, the Codes, and all other applicable local, state, and national laws, treaties, regulations, codes, and ordinances.

(b) Prior to commencement of the Services, Client will provide a digital file, in a format agreeable to MuniReg (in the case where the Client has an existing registration

program for which existing registration data is available), containing addresses and existing registration data for all of the Properties subject to the Ordinance, as well as a digital file, in a format agreeable to MuniReg of every parcel in the Client's jurisdiction, along with any other available data that is advisable or necessary for MuniReg to provide the Services and that is agreed upon by the parties prior to commencement of the Services.

8. Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS, OR LOST PROFITS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF THE PARTY IS ADVISED OF POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE. MUNIREG'S LIABILITY SHALL IN ALL CASES BE LIMITED TO THE FEES ACTUALLY RECEIVED BY MUNIREG FOR SERVICES PERFORMED DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE EVENT WHICH GAVE RISE TO THE CLAIM FOR LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE LIMITATIONS CONTAINED HEREIN WILL NOT APPLY TO: (I) A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD; (II) A BREACH OF SECTION 9 (INTELLECTUAL PROPERTY), SECTION 10 (CONFIDENTIALITY) OR SECTION 12 (NON-SOLICITATION).

9. Intellectual Property.

(a) Generally. Title to and ownership of the software, system, algorithms, know-how, trade secrets, and/or technology used by MuniReg to provide the Services contemplated hereunder, and all related intellectual property rights, rights to patents, copyrights, trademarks and trade secrets, and rights to any and all ideas, designs, concepts, techniques, discoveries, inventions, enhancements, improvements, products, computer programs, procedures, specifications, data, memoranda, and other materials, whether or not patentable, related to the foregoing (collectively, the "Intellectual Property Rights") shall remain with and shall be the property of MuniReg and/or the owner of third party content or software which is incorporated into or provided with the Intellectual Property Rights, as the case may be. Nothing herein shall be construed as a transfer, assignment, or license of any Intellectual Property Rights of MuniReg, or any of its principals or affiliates, to Client, or any its principals, agents, employees, representatives, or affiliates (including by estoppel), except as specifically provided in Section 9(b) below. For clarification, Intellectual Property Rights belonging to MuniReg will also include any suggestions, ideas, enhancement requests, feedback, recommendations or other information that the Client or its principals, agents, affiliates, employees, representatives, or affiliates may provide relating to the features, functionality or operation of the Services.

(b) License to Client. Notwithstanding Section 9(a), but subject in all cases to Client's payment of all fees or other amounts owed to MuniReg hereunder, MuniReg hereby grants to Client a revocable royalty-free, non-exclusive, transferable right and

license to access and use the Intellectual Property Rights of MuniReg, solely to the extent necessary for Client to access and use the Services in the manner contemplated hereunder.

10. Confidentiality.

(a) Generally. Subject to a Freedom of Information Act ("FOIA") request, during the Term of this Agreement and beyond, each party (for purposes of this Section 10, the "Receiving Party") will maintain in strict confidence and will not, directly or indirectly, divulge, transmit, publish, release, or otherwise use or cause to be used in any manner to compete with or contrary to the interests of the other party (for purposes of this Section 10, the "Disclosing Party"), any confidential information relating to such Disclosing Party's business, including but not limited to trade secrets, information, data, know how or knowledge, financial information, sales and distribution information, price lists, the identity and lists of actual and potential customers, technical information, information or knowledge relating to customers, products, suppliers, sources of supply, business methods and techniques, market development programs, revenues, costs, management practices, contracts, documents, designs, computer programs, software designs, processes, plans or employees, and other information of like nature (collectively, the "Confidential Information"). Each party, as Receiving Party, acknowledges that all Confidential Information regarding the Disclosing Party that has been compiled or obtained by, or furnished to such Receiving Party, in connection with or under this Agreement, is and shall remain the exclusive property of the Disclosing Party.

(b) Exceptions. Notwithstanding the foregoing, the following shall not be considered Confidential Information subject to the provisions hereof: (i) any information that is publicly available; (ii) information disclosed to the Receiving Party by a third party not known by such Receiving Party to be in breach of any agreement with the Disclosing Party; and (iii) information that is independently derived by the Receiving Party or others from sources not bound by an obligation of confidentiality to the Disclosing Party. The parties acknowledge, understand, and agree that Confidential Information may also be released or disclosed in response to FOIA or public records requests, including as further described below.

(c) Use and Disclosure Restrictions. Each party, as a Receiving Party, shall: (i) refrain from using Confidential Information of the Disclosing Party, except in furtherance of such Receiving Party's performance under the terms and conditions of this Agreement; (ii) use the same level of care, but in any event will not use less than commercially reasonable care, to prevent disclosure of the Confidential Information of the Disclosing Party that it uses with its own information of similar sensitivity and importance; (iii) not to disclose Confidential Information of the Disclosing Party to others (except to its employees, agents or consultants who have a need to know same in connection with the Receiving Party's performance under this Agreement, and who are bound by an obligation of confidentiality no less strict than the obligations set forth in this Section 10) without the express prior written permission of the Disclosing Party (which may be withheld by the Disclosing Party in its sole discretion); provided that the Receiving Party shall be liable and responsible for any breach of this Agreement by such individuals; (iv) mark any duplication or reproduction, in whole or in part, of the Confidential Information of the

Disclosing Party with a notice stating that same is the Confidential Information; and (v) not use any Confidential Information of the Disclosing Party to reverse engineer or design around the Disclosing Party's services, products, or technology.

(d) **Compelled Disclosure.** Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party: (i) pursuant to the requirement of a court, administrative agency, or other governmental body, provided that, prior to such required disclosure, such Receiving Party shall give the Disclosing Party reasonable advance notice of any such disclosure and shall cooperate with the Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information; (ii) on a confidential basis to legal, tax, financial or other professional advisors; or (iii) in response to FOIA or public records requests, including as further described below. Notwithstanding anything herein, a Receiving Party shall not allow any individual who is an employee or agent of a direct competitor of the Disclosing Party to have access to any Confidential Information of the Disclosing Party.

(e) **Client Information.** All information collected by MuniReg from registering parties in connection with the Registration of a Property pursuant to this Agreement (the "Client Information") shall, as between the parties, be the property of the Client, and shall be provided by MuniReg to Client upon request. The Client acknowledges, understands, and agrees that MuniReg has a right to keep, maintain, and use the Client Information for the purposes contemplated hereunder. MuniReg shall also be permitted to retain copies of Client Information, including reproducible copies of drawings and specifications, for information, reference, and internal use in connection with MuniReg's endeavors. The parties acknowledge, understand, and agree that Client Information may be subject to FOIA or public records requests, as required by law. To the extent permitted under applicable law, all FOIA or public records requests received by MuniReg with respect to the Client Information will be responded to by, and at the discretion of, the Client.

(f) **Audit and Inspection Rights.** MuniReg shall preserve and make available, for examination and audit by the Client, all Client Information, financial records, supporting documents, statistical records, and any other documents in the possession of MuniReg pertinent to this Agreement, during the Term and for a minimum period of three (3) years after expiration or termination of this Agreement (the "Retention Period"). No more often than once annually during the Retention Period, the Client shall have the right to audit and inspect the Records, solely as necessary for the Client to confirm compliance with this Agreement and the accuracy of the Registration Fees and all other amounts payable hereunder. Any such audit and inspection shall be conducted during normal business hours and upon reasonable advance notice to MuniReg of at least thirty (30) days, and shall be conducted in a manner so as to not unreasonably interfere with the business and operations of MuniReg. Any such audit and inspection shall be at the Client's expense, unless such audit or inspection reveals that MuniReg has underpaid Registration Fees payable to the Client by more than \$1,000 during the audited period, in which case MuniReg shall pay or reimburse the Client for the reasonable costs and expenses of the audit and inspection. Under no circumstances will the scope of any such audit or inspection

cover MuniReg's underlying financial records, or to any documents or information relating to any other customer relationship of MuniReg.

11. Insurance.

Throughout the Term of this Agreement, MuniReg shall maintain the following policies of insurance: (i) workers' compensation insurance coverage in conformance with the statutory requirements of the jurisdiction where any Services are to be performed or where Client's employees are located; and (ii) errors and omissions insurance and comprehensive liability insurance, with coverages of one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars in the aggregate. MuniReg further covenants and agrees: (i) to keep all insurance policies in effect until after final delivery and performance of the Services or the expiration of the applicable statute of limitations for tort actions or defect claims relating to such Services, whichever is later; (ii) provide written notice to Client of at least thirty (30) days prior to any cancellation, material alteration or expiration of such policies; (iii) to name Client as an additional insured under the terms of such policies; (iv) to endorse such insurance policies to provide that such insurance shall be primary and noncontributing as respects to any and all insurance maintained by Client, and to provide that MuniReg and MuniReg's insurers agree to release and waive all rights of subrogation against Client; and (v) the terms of coverage shall be evidenced by certificates of insurance reflecting the required insurance coverages which shall be freely available to Client upon request. The insurance required by this Section 11 shall be maintained with reputable insurance companies duly licensed to conduct business in the state where the Services are being performed.

12. Non-Solicitation.

Each party agrees that, during the Term of this Agreement, and for a period of one (1) year thereafter, such party shall not, directly or indirectly (including through any employer or affiliated entity): (i) solicit, interfere with, or induce, or attempt to solicit or induce, any employee, contractor, consultant, customer, client, or vendor of the other party or its affiliates to leave such other party or an affiliate for any reason whatsoever; or (ii) hire or engage any employee, contractor, or consultant of such other party or any affiliate; provided, however, that nothing in this Section 12 will prevent or restrict a party from hiring or engaging an employee, contractor, or consultant through a general newspaper ad or other general solicitation that is not targeted toward an particular individual or group or individuals.

13. Miscellaneous.

(a) Captions and Section Numbers. The section or paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed to be a part of the context of this Agreement.

(b) Entire Agreement. This Agreement, together with its Exhibits, contains the entire understanding between the parties hereto and supersedes any prior understandings and/or written or oral agreements between them respecting all subject matters contained

within this Agreement. There are no representations, agreements, arrangements or undertakings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein or in the Exhibits attached hereto.

(c) Partial Invalidity. In the event that any provision of this Agreement may be held to be invalid the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

(d) Waiver. A waiver by a party of its rights or of the performance by any other party of any of its obligations under this Agreement shall be without prejudice to such parties other rights under this Agreement and shall not constitute a waiver of any other of such rights or of the performance by the other party of any other of its or their obligations under this Agreement.

(e) Amendments. This Agreement may be amended or altered but such amendment or alteration shall only be effective when reduced in writing and signed by authorized representatives, heirs, and/or executors, as applicable, of all of the parties hereto.

(f) Counterparts. This Agreement may be executed into any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. Facsimile and electronically scanned signatures shall be deemed the same as originals and shall be legally binding.

(g) Applicable Law; Venue. This Agreement and the performance of the Services or any of the obligations imposed by this Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Ohio. Any legal action arising out of or relating to this Agreement, the Services, or the transactions contemplated by this Agreement will be brought in the state or federal courts located in Cuyahoga County and each party hereto consents to the exclusive personal jurisdiction of such courts. Each party agrees that a final judgment in any action or proceeding so brought will be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity.

(h) Notice. Any notice, offer, demand, request, consent, approval or other instrument which may or is required to be given or made under this Agreement shall be given or be made in writing and shall be served personally, or transmitted by e-mail or facsimile transmission, or mailed by prepaid registered post and shall be addressed:

To the Client:
City of Glen Cove
9 Glen Street
Glen Cove, N.Y. 11542
Attn: City Attorney
Email: _____

To MuniReg:
MuniRegLLC
27900 Chagrin Blvd.
Ste. 225
Woodmere, OH 44122
E-mail: mhalpern@munireg.com
Attention: Michael Halpern, President

or to such other address as any of them may from time to time advise the others by notice given in the manner provided for in this Section 13(h).

A notice delivered by regular or certified U.S. Mail will be deemed to have been delivered on the third business day after the postmark, if affixed by the U.S. Postal Service. Any other notice will be deemed to have been received on the date and time of the signed receipt or confirmation of delivery or transmission thereof, unless that receipt or confirmation date and time is not a business day or is after 5:00 p.m. local time on a business day, in which case such notice will be deemed to have been received on the next succeeding business day.

(i) Successors and Assigns. All of the terms of this Agreement shall be binding upon the respective successors and assigns of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. Except as provided in Section 1 above, MuniReg's duties to perform Services are expressly agreed to be personal and not to be assignable or transferable; provided; however, that MuniReg will be permitted to transfer or assign its rights and duties hereunder in connection with a sale or transfer of all or substantially all of its assets, equity securities, or business (by merger, reorganization, change of control, or otherwise).

(j) Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits because of (or if loss of the Services is caused by) natural disaster, actions or decrees of governmental bodies or agencies, war, civil disturbances, terrorism or communication line failure, epidemic or pandemic, or other cause not the fault of the affected party (each, a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability has not been so affected, may, by giving written notice, terminate this Agreement, or cancel, without cancellation charge, any unfilled commitment to purchase or provide Services.

(k) Export Compliance. This Agreement is expressly made subject to any laws, regulations, orders or other restrictions on the export from the United States of America of the Services or any other technical information, software, or information about such software, which may be imposed from time to time by the government of the United States. Notwithstanding anything contained in this Agreement to the contrary, Client shall not

export, re-export, use, or store, directly or indirectly, any Services at any location or in any market outside of the United States.

(l) No Exclusivity. This Agreement shall not require either of the parties to purchase, order, or provide Services (or any similar services) to the other on an exclusive basis. This Agreement shall not limit the parties from exploiting additional opportunities for MuniReg to provide additional Services, which upon agreement, will require either: (i) an independent and separate agreement; or (ii) a formal written amendment to this Agreement and the attached Exhibit.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Services Agreement as of the Effective Date first above written.

“Client”

CITY OF GLEN COVE

By: _____

Pamela Panzenbeck

Mayor

“Contractor”

MUNIREG LLC

By: _____

Michael Halpern

President

EXHIBIT A

Services

1. MuniReg will proactively identify Properties and associated parties that are required to register pursuant to the Ordinance, and instruct them regarding the compliance requirements and generally assist them in complying with the Registration requirements.
2. MuniReg will electronically provide for registration of required properties pursuant to the Ordinance.
3. MuniReg will pay for all expenses related to registration of required Properties.
4. MuniReg will electronically provide Client with access to all available information regarding the registered Properties, as related to the Services. MuniReg will collaborate with the Client to establish a process for proactive reporting of said information.
5. MuniReg will charge a Registration Fee of \$75.00 per year to each registrant for each Property pursuant to the City Code.
6. MuniReg shall retain \$50.00 of each collected Registration Fee and remit the balance to the Client in consideration of the Services provided. MuniReg shall forward payment of the Client's portion of the Registration Fee to the applicable Client department (as directed by the Client in writing) in quarterly payments during the Term of this Agreement.
7. If there is any charge, subscription, or fee required to be paid by MuniReg for public/official record data acquisition that is necessary to the performance of the Services, MuniReg will deduct from remittance of Registration Fee the actual costs as reimbursement of said charges, subscriptions, or fees.
8. During the Term, MuniReg will provide a website for the Registration of each required property pursuant to the Ordinance in order to enable compliance. The website www.MuniReg.com will direct Registrants to the registration portal. MuniReg will meet all commercially reasonable IT security and anti-viral requirements of Client with respect to the website.
9. MuniReg shall not have any responsibility or obligation to attempt to collect outstanding receivables owed to Client from a prior service provider who performed similar services.



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

BUDGET TRANSFER

6J

DEPARTMENT: Youth Bureau

BUDGET

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A7055-55436	Day Camp Expenses		\$6,400.00
A7050-55411	Travel	\$6,400.00	

Reason for Transfer:

Re-allocate funds to Travel line to cover
additional summer program bus transportation costs.

Department Head Signature: Spiro Tsirkas Digitally signed by Spiro Tsirkas
Date: 2017.11.29 11:39:17 -05'00' Date: 8/10/23

City Controller Approval:  Date: 8/11/23

City Council Approval – Resolution Number: _____ Date: _____



6BB

Quotation

ChargePoint, Inc.
Driving a Better Way™
chargepoint.com

Sales Representative: Jodelle Pineda
E-Mail: jodelle.pineda@chargepoint.com
Telephone:

Quote Number: Q-363261-2
Date: 8/15/2023
Expires On: 9/6/2023

Primary Contact: Pamela Panzenbeck

ChargePoint Org Name: City of Glen Cove
ChargePoint Org: NA007571

ChargePoint Cloud Plan Renewals

Select One Option:

Option 1

☐

Total Ports : 2
Expires On : 9/1/2024
Total Price : USD 1,320.00

Option 2

☐

Total Ports : 2
Expires On : 9/1/2026
Total Price : USD 2,350.00

Option 3

☒

Total Ports : 2
Expires On : 9/1/2028
Total Price : USD 3,324.00

ChargePoint Assure Maintenance & Management Renewals

Select One Option:

Option 1

☐

Total Stations : 1
Expires On : 9/1/2024
Total Price : USD 828.00

Option 2

☐

Total Stations : 1
Expires On : 9/1/2026
Total Price : USD 2,214.00

Option 3

☒

Total Stations : 1
Expires On : 9/1/2028
Total Price : USD 2,656.00

☐ I decline ChargePoint Assure

Total (before taxes): \$5980.00



Cloud Plan Details

COMMERCIAL:

CPCLD-COMMERCIAL-REN

Prepaid coterminal renewal Commercial Cloud Plan. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Fleet Access Control, Valet Dashboard, Power Management (Circuit, Panel, Site Sharing), Scheduled Charging, Driver Access Control, Pricing and Automatic Funds Collection, Waitlist, Videos (on supported hardware).

Assure Maintenance & Management Details

Assure Maintenance & Management includes:

CT4000-ASSURE-REN

Prepaid coterminal renewal of ChargePoint Assure for CT4000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.

Quote Acceptance

- + All invoices are: Net 30 days or prepaid.
- + The provision of cloud services described in this agreement is subject to the terms and conditions of the Master Services and Subscription Agreement between the parties.
- + All pricing confidential between Customer and ChargePoint.
- + Prices do not include tax where applicable. This quote is subject to sales tax based on the state or province in which the goods or services will be delivered. Sales tax will be included at time of invoice and is non-negotiable.
- + Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.
- + Customer to be invoiced at time of shipment
- + Additional purchase terms and conditions can be found at <http://www.chargepoint.com/termsandconditions>
- + Additional terms and conditions for ChargePoint Assure can be found at <http://www.chargepoint.com/legal/assure>

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the terms and conditions set forth above and that this signed quote shall act as a purchase order.

Signature:

Name (Print): Pamela Panzenbeck

Title: Mayor

Company Name: City of Glen Cove

Date:

Accounts Payable Contact Name: Amy Franklin

Accounts Payable Contact E-Mail: afranklin@glencoveny.gov

Bill To Address: City of Glen Cove

Name: Michael Yeosock P.E. (DPW Director)

Street: 9 Glen St.

City: Glen Cove

State: NY

Postal Code: 11542

Country: USA



Renewal Details

Cloud Plan Renewals

Station Name Station S/N	Station Location	Plan Type	Token S/N	Expiration Date	Option 1		Option 2		Option 3	
					Co-Term Exp Date	Co-Term Price	Co-Term Exp Date	Co-Term Price	Co-Term Exp Date	Co-Term Price
CITYOFGLEN COVE / PULASKI ST GARG 194941032223	9 Glen Street Glen Cove New York 11542	COMMERCIAL	REN1573685971078	09/01/22	09/01/24	660 00	09/01/26	1,175 00	09/01/28	1,662 00
CITYOFGLEN COVE / PULASKI ST GARG 194941032223	9 Glen Street Glen Cove New York 11542	COMMERCIAL	REN1573685971079	09/01/22	09/01/24	660 00	09/01/26	1,175 00	09/01/28	1,662 00

Assure Maintenance & Management Renewals

Station Name Station S/N	Station Location	Plan Type	Token S/N	Expiration Date	Option 1		Option 2		Option 3	
					Co-Term Exp Date	Co-Term Price	Co-Term Exp Date	Co-Term Price	Co-Term Exp Date	Co-Term Price
CITYOFGLEN COVE / PULASKI ST GARG 194941032223	9 Glen Street Glen Cove New York 11542	ASSURE	RXSJ1573685971080	08/07/23	09/01/24	828 00	09/01/26	2,214 00	09/01/28	2,656 00