

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): Department of Environmental Conservation 625 Broadway Albany, NY 12233-0001	BUSINESS UNIT/DEPT ID: D CONTRACT NUMBER: DEC01-T02717GM-3350000 CONTRACT TYPE (select one) <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement
CONTRACTOR NAME: GLEN COVE CITY OF	TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal (list periods) : <input type="checkbox"/> Amendment (list periods) :
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000000802 Federal Tax ID Number: 116000350	PROJECT NAME: DEC Capital Pool ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only): 10.727
CONTRACTOR PRIMARY MAILING ADDRESS: 9 GLEN ST GLEN COVE, NY 11542 CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address CONTRACTOR MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS: mpiccirillo@glencoveny.gov	CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-For- Profit Charities Registration Number: Exemption Status/Code: N/A <input type="checkbox"/> Sectarian Entity
CURRENT CONTRACT TERM: From: 09/01/2024 To: 08/31/2027 AMENDED TERM: From: To:	CONTRACT FUNDING AMOUNT (Fixed Term – enter current period amount; Simplified Renewal – enter cumulative amount to date; Multi-year – enter total projected amount of the contract): CURRENT: \$25,706.74 AMENDED: \$0.00 FUNDING SOURCE(S) <input type="checkbox"/> State <input checked="" type="checkbox"/> Federal

8A

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

☒ Appendix A

☒ Attachment A:

☒ A-1 Agency Specific Terms and Conditions

☒ A-2 Program Specific Terms and Conditions

☒ A-3 Federally Funded Grants and Requirements Mandated
by Federal Laws

☒ Attachment B:

☒ B-1 Expenditure Based Budget

☐ B-2 Performance Based Budget

☐ B-3 Capital Budget

☐ B-4 Net Deficit Budget

☐ B-1(A) Expenditure Based Budget (Amendment)

☐ B-2(A) Performance Based Budget (Amendment)

☐ B-3(A) Capital Budget (Amendment)

☐ B-4(A) Net Deficit Budget (Amendment)

☒ Attachment C: Work Plan

☒ Attachment D: Payment and Reporting

☐ Other:

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and response in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the user of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR: GLEN COVE CITY OF

By:

Printed Name

Title:

Date:

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

STATE AGENCY:

By:

Printed Name

Title:

Date:

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By:

Printed Name

Title:

Date:

STATE COMPTROLLER'S SIGNATURE

By:

Printed Name

Title:

Date:

STATE OF NEW YORK CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with the grant award, the order of precedence is as follows:

1. Appendix A -- Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)¹, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page
6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting

program for the entirety of the term of the Contract and any resulting renewals.

- B. Funding:** Funding for the term of the Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).
- C. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.
- D. Modifications:** Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.
- E. Severability:** Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
- F. Interpretation:** The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.
- G. Notice:** All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their

to the Contract.

- I. **Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.
- J. **Partisan Political Activity and Lobbying:** Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.
- K. **Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.
- L. **Reporting Risks to Performance:** If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.
- M. **Federally Funded Grants and Requirements Mandated by Federal Laws:** All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.
- N. **Renewal:**
 - 1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.
 - 2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be

implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

- a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.
- c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, civil unrest, or any other circumstances and acts beyond the control of the Contractor.

and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to

subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).
5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

- c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this contract for use or acquisition of Property to carry out its obligations under the Contract.
 - d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
 - e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:
- a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).
4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

- ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
- c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.
- d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.
- e) Nothing contained herein shall diminish, or in any way adversely affect; the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.
2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully

to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.
6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.
2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:
 - a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
 - b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.
3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments

Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.
2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

TABLE OF CONTENTS

	Page
1 Executory Clause	3
2 Non-Assignment Clause	3
3 Comptroller's Approval	3
4 Workers' Compensation Benefits	3
5 Non-Discrimination Requirements	3-4
6 Wage and Hours Provisions	4
7 Non-Collusive Bidding Certification	4
8 International Boycott Prohibition	4
9 Set-Off Rights	4-5
10 Records	5
11 Identifying Information and Privacy Notification	5
12 Equal Employment Opportunities For Minorities and Women	5-6
13 Conflicting Terms	6
14 Governing Law	6
15 Late Payment	6
16 No Arbitration	6
17 Service of Process	6-7
18 Prohibition on Purchase of Tropical Hardwoods	7
19 MacBride Fair Employment Principles	7
20 Omnibus Procurement Act of 1992	7-8
21 Reciprocity and Sanctions Provisions	8
22 Compliance with Breach Notification and Data Security Laws	8
23 Compliance with Consultant Disclosure Law	8
24 Procurement Lobbying	8
25 Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	8
26 Iran Divestment Act	9
27 Admissibility of Contract	9

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrates its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give

something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State

of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently

and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall

apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New

York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify

the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic
Development
Division for Small Business and
Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic
Development
Division of Minority and Women's
Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
Email: [mailto:mwbebusinessdev@esd.
ny.gov](mailto:mailto:mwbebusinessdev@esd.ny.gov)
[https://ny.newnycontracts.
com/FrontEnd/
searchcertifieddirectory.asp](https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp)

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing,

paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012"

("Prohibited Entities List") posted at:
<https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency

shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.

Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

ATTACHMENT A-1
AGENCY SPECIFIC TERMS AND CONDITIONS

Standard Clauses for New York State
Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

I. Postponement, suspension, abandonment or termination by the Department: Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. Conflict of Interest

(a) Organizational Conflict of Interest - To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest - The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Attachment or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

III. Dispute Resolution

The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

- (a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.
 - (1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.
 - (2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.
- (b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.
 - (1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or
 - (2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or
 - (3) Make a determination on the record as it exists.

- (c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee ("CRC") within twenty days of receipt of that decision.

The designated individual to hear disputes is:

Robert Messenger
NYS Department of Environmental Conservation
Division of Lands and Forests
625 Broadway, 5th Floor
Albany, NY 12233-4250
(518) 402-9428

The designated appeal individual to review decisions is:

Pieter Bridge
Bureau Chief, Division Direction
NYS DEC, Division of Lands and Forests
625 Broadway, 5th Floor
Albany, NY 12233-4250
(518) 402-9405

The Chair of the Contract Review Committee is:

Department of Environmental Conservation
Nancy W. Lussier, Chair
Contract Review Committee
625 Broadway
Albany, NY 12233-5010
Telephone: (518) 402-9228

- (d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.
- (1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or
 - (2) Adopt the decision of the DAI; or
 - (3) Consider the matter for review by the CRC in accordance with its procedures.
- (e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.
- (f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Deputy Commissioner for Administration who shall render the final DEC determination.
- (g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.
- (h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.

- (i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.
- (j)(1) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.
- (2) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

IV. Tax Exemption

Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

V. Litigation Support

In the event the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Any compensation paid to the Contractor under this paragraph will be negotiated and based on the rates established in the contract, or as may otherwise be provided in the contract. No compensation for such support will be paid if the litigation is the result of the Contractor's misconduct, negligence or omissions.

VI. Inventions or Discoveries

The Scope of work of this agreement shall not include any inventions. If, however, an invention results from this project it shall be owned as follows:

Any invention or discovery first made or conceived and reduced to practice in the performance of this Contract solely by the Contractor shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract solely by Department or State shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VII. Intellectual Property and Copyright Materials

- (a) Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Contractor in the performance of this work shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Department or State in the performance of this work shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VIII. Patent and Copyright Protection

If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

- (a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

- (1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and
- (2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and
- (3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.

The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

- (b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

- (1) procure for the Department the right to continue using the same item or parts thereof;
- (2) modify the same so that it becomes non-infringing and of at least the same quality and performance;
- (3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;
- (4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.

- (c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.

- (d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of:

- (1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items;
- (2) alterations of the items by the Department;

- (3) failure of the Department to use updated items provided by the Contractor for avoiding infringement;
- (4) use of items in combination with apparatus or devices not delivered by the Contractor;
- (5) use of items in a manner for which the same were neither designed nor contemplated; or
- (6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.
- (e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

IX. Freedom of Information Requests

In response to a Freedom of Information Law (FOIL) request received by the Department, the Contractor agrees to provide to the Department records generated by the Contractor as a result of this contract's scope of work that are responsive to the FOIL request. The contractor may request that the Department except from disclosure records on the basis that they contain trade secrets or confidential commercial information in accordance with FOIL (Public Officers Law Section 87 and 6 NYCRR Part 616).

X. Article 15-Requirements

**PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE
CONTRACTS: REQUIREMENTS AND PROCEDURES**

(a) General Provisions

- (1) The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- (2) The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the "Department"), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (EEO) and contracting opportunities for certified Minority and Women Owned Business Enterprises (MWBEs). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- (3) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Article or enforcement proceedings as allowed by the Contract.

(b) Contract Goals

- (1) For purposes of this procurement, the Department hereby establishes an overall goal of 0% for Minority and Women Owned Business Enterprises (MWBE) participation, (based on the current availability of qualified MBEs and WBEs).
- (2) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

(c) Equal Employment Opportunity (EEO)

- (1) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development (DMWBD). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:
 - (i) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - (ii) The Contractor shall submit an EEO policy statement to the Department within seventy-two (72) hours after the date of the notice by Department to award the Contract to the Contractor.
 - (iii) If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.
 - (iv) The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employer Department, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employer Department, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

(2) Staffing Plan Form

To ensure compliance with this Section, the Contractor shall submit an Equal Employment Opportunity (EEO) Policy Statement and Staffing Plan form. This form will serve to document the composition of the proposed workforce to be utilized in the performance of the Contract, including ethnic background, gender, and federal occupational categories. Contractors shall complete the EEO Staffing Plan and submit at the time of award of the contract.

- (3) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

XI. PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES

Veterans' Services Law article 3 of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service Disabled Veteran Owned Businesses (SDVOB), thereby further integrating such businesses into New York State's economy. The Department recognizes the need to promote the employment of service-disabled veterans and to ensure that certified SDVOBs have opportunities for maximum feasible participation in the performance of Department contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

(a) Contract Goals

The Department hereby establishes an overall goal of 0% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/veterans/>. Questions regarding compliance with SDVOB participation goals should be directed to the Department's Designated Contacts.

Contractor must document "Good Faith Efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause (XI)(d) below).

(b) SDVOB Utilization Plan

1. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.
2. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to the Department.
3. The Department will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of Department acceptance or issue a notice of deficiency within 20 days of receipt.
4. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to the Department, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Department to be inadequate, The Department shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by the Department, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
5. The Department may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:
 - (i) If a Bidder fails to submit an SDVOB Utilization Plan;
 - (ii) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (iii) If a Bidder fails to submit a request for waiver; or
 - (iv) If the Department determines that the Bidder has failed to document good faith efforts.
6. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.

7. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, The Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

(c) Request for Waiver

1. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts at the Department for guidance.
2. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause (XI)(d) below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by the Department at that time, the provisions of clauses (XI)(b) 3., 4., & 5. will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.
3. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to the Department but must be made no later than prior to the submission of a request for final payment on the Contract.
4. If the Department, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to the Department.

(d) Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (1) Copies of solicitations to SDVOBs and any responses thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- (3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by the Department with certified SDVOBs whom the Department determined were capable of fulfilling the SDVOB goals set in the Contract.
- (4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (5) Other information deemed relevant to the waiver request.

(e) Quarterly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Quarterly SDVOB Contractor Compliance within the first month of each quarter to the Department during the term of the Contract for the preceding quarters' activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 and should be completed by the Contractor and submitted to the Department, by the 10th day of the first month of each quarter during the term of the Contract, for the preceding quarters' activity to: sdvob@dec.ny.gov

(f) Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

XII. Iran Divestment Act Requirements

By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerors pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regis/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

XIII. Americans With Disabilities Act

In the event the monies defined herein are to be used for the development of facilities, outdoor recreation areas, transportation or written or spoken communication with the public, the Contractor shall comply with all requirements for providing access for individuals with disabilities as established by Article 4A of the New York State Public Buildings Law, Americans with Disabilities Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code. Standards for certain Recreation Facilities are found in the 2010 ADA Standards for Accessible Design while others are found in the Architectural Barriers Act Accessibility Guidelines for Outdoor Recreation Areas, <https://www.access-board.gov/guidelines-and-standards>

XIV. Public Access to Facilities

If applicable to the project, the Contractor agrees to allow public access to any facilities developed with monies defined herein on the same basis to all residents of New York State for a period not less than five (5) years after the date of final payment under this Contract or five (5) years after the date that the final payment was due. Failure to comply with the provisions of this clause shall be considered an abandonment of the Project.

XV. Project Insurance Considerations

Refer to project insurance requirements as set forth in A-1 (B) Program Specific Terms and Conditions.

XVI. Amendment/Extensions

The Contract may be amended and/or extended by mutual written consent of all parties. Amendment forms will be incorporated into this Contract and will not take effect until approved by all applicable State agencies and final approval by the Office of the State Comptroller, if applicable. Contract amendments may be conditioned upon funds being re-appropriated in the State Budget each state fiscal year to the Department.

XVII. Environmental Protection Fund Acknowledgement

If applicable, in recognition of a portion of the Department funds utilized for any work completed under this Contract, the Contractor agrees to acknowledge in any communication to the public, that such funding was provided from the

Environmental Protection Fund as administered by the New York State Department of Environmental Conservation.

XVIII. Vendor Responsibility

- a) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- b) The Department recommends that vendors file a required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.
- c) Vendors must provide their New York State Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of the Office of the State Comptroller's Help Desk for a copy of the paper form.
- d) Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

XVIII. Permits

- a) If applicable, the Contractor agrees to obtain all required permits, including but not limited to, local, state and federal permits prior to the commencement of any project related work. The Contractor agrees that all work performed in relation to the project by the Contractor or its agents, representatives, or contractors will comply with all relevant federal, state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity.
- b) With respect to the project, the contractor certifies that it has complied, and shall continue to comply with all requirements of the State Environmental Quality Review Act (SEQRA). The Contractor agrees to provide all environmental documents as may be required by the Department. The Contractor has notified, and shall continue to notify, the Department of all actions proposed for complying with the environmental review requirements imposed by SEQRA.

XIX. Approvals

The Contractor agrees that the project will be performed in accordance with the condition of any applicable administrative, judicial or governmental orders or approvals.

XX. Site Access

If applicable, the Contractor represents it has or will obtain title to or sufficient interest in the project site, including rights-of-way and necessary easements, before the start of the project to ensure undisturbed use and possession for purposes of construction and completion of the project, as well as operation of the project throughout its useful life.

XXI. Cost Overruns

If applicable, any cost overruns will not be paid by the Department and the Department is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified.

XXII. Construction Plans

It is the Contractor's responsibility (if applicable to the Project) to have all construction contract plans, specifications and cost estimates certified by a professional engineer licensed to practice in the State of New York. All certified plans and specifications shall become part of this Contract and shall be kept on the project site at all times.

XXIII. Payment and Reporting

- a) The Contractor agrees to fully fund the Project and then seek reimbursement from the Department for eligible project costs. The Department will not process final payment for this Contract, until the Department determines that the project was completed satisfactorily and upon receipt of all required final close-out payment documentation in accordance with the direction and requirements described in Attachment D.
- b) The Contractor will be entitled to receive reimbursement payments for work, projects, and/or services rendered as detailed and described in Attachment C and Attachment D of this Contract. Claims for reimbursement must be accompanied by such receipts and documents verifying expenditures as may be required by the Department and by the Comptroller. Satisfactory documentation shall include, but is not limited to, signed copies of payment vouchers or invoices, canceled checks/or the latest cumulative work-in-place estimate for each construction Contract, and any further documentation as may be required by the Department and/or the Comptroller. The Department reserves the right, in its sole discretion, to determine if the reimbursement request and accompanying documentation submitted by the Contractor is in satisfactory form and substance. A final payment determination will be based upon the Department's review of the Contractor's final voucher submission and reporting as described in Attachment D.

XXIV. On-Site Inspections

The State, Department or authorized representatives will conduct a review of the Project funded from this Contract, which may include on-site inspections, at a time that is satisfactory to the Department.

XXV. Prohibition on Purchase of Tropical Hardwoods

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

ATTACHMENT A-2
PROGRAM SPECIFIC TERMS AND CONDITIONS

Standard Clauses for New York State
Department of Environmental Conservation Contracts

I. Notices:

The Department's authorized representative for the implementation of this Contract and for approval, direction and receipt of all Project reports called for in this Contract is listed below. Whenever it is provided in this Contract that notice must be given or other communications sent to the Department, the notices or communications must be in writing and delivered or sent to the Department's authorized representative at:

Address:

Gloria VanDuyne
Coordinator, Urban and Community Forestry Program
New York State Department of Environmental Conservation
Division of Lands and Forests
625 Broadway – 5th Floor
Albany, NY 12233-4255
518-402-9408

A copy of all legal notices shall be sent to:

General Counsel
New York State Department of Environmental Conservation
625 Broadway - 14th Floor
Albany, New York 12233-1500

The Contractor's authorized representative for the implementation of this Contract is the person authorized in the Resolution of Support for the contract. Notices or communications regarding this Contract should be in writing and delivered or sent to the Contractor's authorized representative at the address identified on the Face Page, with copies sent to the Contractor's contract administrator as identified in the contract application.

Notices delivered or sent shall be deemed for all purposes as notice to all persons who are Parties to this Contract as Department or Contractor.

II. Project Insurance Considerations

The Contractor agrees to procure and maintain at its own expense and without expense to the Department until final acceptance by the Department of the services covered by this Contract, insurance of the kinds and amounts as determined by the Department and based upon the project work plan. The insurance policies should be provided by insurance companies licensed to do business in the State of New York. Any delay or time lost as a result of the Contractor not having insurance required by the Contract shall not give rise to a delay claim or any other claim against the Department.

Upon execution of this Contract, the Contractor shall furnish to the Department a certificate or certificates, satisfactory to the Department, showing that it has complied with this Article. The insurance documentation shall provide that:

- Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the NYS Department of Environmental Conservation for any claims arising from the Contractor's Work under this contract, or as a result of Contractor's activities.
- The State of New York, NYS Department of Environmental Conservation, its officers, agents and employees, Division of Materials Management, shall be listed as Certificate Holder on all liability insurance certificate(s), as additional insureds on endorsements(s) and on additional supporting documentation.
- The policies shall include a waiver of subrogation endorsement in favor of the Department as an additional insured. The endorsement shall be on ISO Form Number CG 24 04 or a similar form with same modification to the policy.
- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department; as evidenced by an endorsement or declarations page.

- Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the Department within a reasonable amount of time.
- Applicable insurance policy number(s) reference on the ACORD form must be referenced in the supporting documentation requested by the Department and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until completion of the work or acceptance by the Department, whichever event is later.

The kinds and amounts of insurance required are as follows:

- a) Workers' Compensation coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

<u>FORM #</u>	<u>FORM TITLE</u>
C-105.2	Certificate of Workers' Compensation Insurance
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers' Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

- b) Disability Benefits coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain coverage during the life of the contract for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

<u>FORM #</u>	<u>FORM TITLE</u>
DB-120.1	Certificate of Disability Benefit Insurance
DB-155	Certificate of Disability Benefit Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

An ACORD form is **NOT** an acceptable proof of Workers' Compensation coverage. **ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME** The State of New York and The New York State Department of Environmental Conservation, Lands and Forests, 5th Floor, 625 Broadway, Albany, NY 12233-4250 , as the Entity Requesting Proof of Coverage.

Additional information can be obtained at the Worker's Compensation website:
<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

Upon review of the scope of work outlined in the Grant Application by the Department, the following types of liability insurance may be required:

- c) Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence, and \$5,000,000 General aggregate. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract). Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.
- d) Business Automobile Liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any registered motor vehicle including owned, leased, hired and non-owned vehicles. If the Contractor does not own, rent or lease any registered vehicles and will not be using any vehicles on State Land proof of Business Automobile Liability Insurance shall not be required for this Contract. The Contractor shall assume full responsibility and liability that owners and operators of any registered vehicles entering State Land to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. NYS Department of Environmental Conservation reserves the right to request proof of the same.
- e) Environmental Liability with a limit of not less than \$1,000,000 providing primary coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Department of Environmental Conservation arising from the Contractor's Work.
- f) Professional Liability Insurance includes coverage for its negligent act, error or omission in rendering or failing to render professional services required by this contract arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants. The Contractor, any subcontractor or supplier retained by the Contractor to work on the contract shall procure and maintain during and for a period of three (3) years after completion of this contract, Professional Liability Insurance in the amount of \$1,000,000. The professional liability insurance may be issued on a claims-made policy form, in which case the Contractor shall purchase at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.
- g) Marine Protection & Indemnity: Anytime the activity involves work on navigable water or the work is connected to water related activities, the Contractor shall procure Marine Protection & Indemnity and Hull and Machinery coverage, if available. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The Contractor shall obtain Protective and Indemnity Liability insurance for all marine operations under the contract, with a minimum \$2,000,000 limit.

Should the Contractor engage a subcontractor, the Contractor shall impose the insurance requirements of this document on the subcontractor. Contractor shall determine the required insurance types and limits, commensurate with the work of the Subcontractor. The Contractor will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Contractor's records.

ATTACHMENT A-3 FEDERALLY FUNDED GRANTS

Instructions for Agencies

Include any terms and conditions specifically applicable to Federally funded grants in this attachment. Examples of Federally funded grant terms and conditions include, but are not limited to, provisions governing Federal pass-through funds, single audits and sub-recipient audits.

SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment B for full text.

Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. *Executive* means officers, managing partners, or any other employees in management positions.
 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Fixed Term
Contract Term: 09/01/2024 - 08/31/2027
Contract Amount: \$25,706.74

Contract Period Information Details

For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	09/01/2024 - 08/31/2027	\$25,706.74			Y	Y

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: DEC Capital Pool
 CONTRACTOR NAME: GLEN COVE CITY OF
 CONTRACT PERIOD NUMBER: 1
 CONTRACT PERIOD: From: 09/01/2024
 To: 08/31/2027

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1) Personal Services					
a) SALARY	\$18,456.74	\$0.00	0%	\$0.00	\$18,456.74
b) FRINGE	\$0.00	\$0.00	0%	\$0.00	\$0.00
Subtotal	\$18,456.74	\$0.00	0%	\$0.00	\$18,456.74
2) Non Personal Services					
a) CONTRACTUAL	\$0.00	\$0.00	0%	\$0.00	\$0.00
b) TRAVEL	\$0.00	\$0.00	0%	\$0.00	\$0.00
c) EQUIPMENT	\$7,250.00	\$0.00	0%	\$0.00	\$7,250.00
d) SPACE/PROPERTY RENT	\$0.00	\$0.00	0%	\$0.00	\$0.00
e) SPACE/PROPERTY OWN	\$0.00	\$0.00	0%	\$0.00	\$0.00
f) UTILITIES	\$0.00	\$0.00	0%	\$0.00	\$0.00
g) OPERATING EXPENSES	\$0.00	\$0.00	0%	\$0.00	\$0.00
h) OTHER	\$0.00	\$0.00	0%	\$0.00	\$0.00
Subtotal	\$7,250.00	\$0.00	0%	\$0.00	\$7,250.00
Total	\$25,706.74	\$0.00	0%	\$0.00	\$25,706.74

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL WORKSHEET**

SALARY									
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. General Labor Foreman	\$126,910.00	35.00	0.50	36.00	\$2,030.56	\$0.00	0%	\$0.00	\$2,030.56
2. Director Department of Public Works	\$176,925.00	35.00	0.10	36.00	\$303.30	\$0.00	0%	\$0.00	\$303.30
3. Laborer	\$76,000.00	35.00	4.30	36.00	\$9,721.60	\$0.00	0%	\$0.00	\$9,721.60
4. Tree Timmer	\$83,835.00	35.00	2.10	36.00	\$5,364.80	\$0.00	0%	\$0.00	\$5,364.80
5. Senior Account Clerk, Department of Public Works	\$113,365.00	35.00	0.30	36.00	\$1,036.48	\$0.00	0%	\$0.00	\$1,036.48
Sub Total					\$18,456.74	\$0.00	0%	\$0.00	\$18,456.74
FRINGE									
TYPE/DESCRIPTION									
					\$0.00	\$0.00	0%	\$0.00	\$0.00
Sub Total					\$0.00	\$0.00	0%	\$0.00	\$0.00
Personal Services Total					\$18,456.74	\$0.00	0%	\$0.00	\$18,456.74

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL WORKSHEET

PERSONAL SERVICES NARRATIVE - SALARY
1. General Labor Foreman Oversees DPW laborers
2. Tree Trimmer Head of tree trimming for City of Glen Cove
3. Laborer Responsible for tree removal, replacement, and treatment
4. Director Department of Public Works Oversees all aspects of project including planning, implementation, and budgeting
5. Senior Account Clerk, Department of Public Works Responsible for administration of DPW projects

PERSONAL SERVICES NARRATIVE - FRINGE

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL WORKSHEET – EQUIPMENT

EQUIPMENT TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. Tree Bucket Truck	\$2,000.00	\$0.00	0%	\$0.00	\$2,000.00
2. Utility Truck	\$1,120.00	\$0.00	0%	\$0.00	\$1,120.00
3. Grinder	\$800.00	\$0.00	0%	\$0.00	\$800.00
4. Treatment	\$250.00	\$0.00	0%	\$0.00	\$250.00
5. Trees	\$3,080.00	\$0.00	0%	\$0.00	\$3,080.00
Total	\$7,250.00	\$0.00	0%	\$0.00	\$7,250.00

EQUIPMENT NARRATIVE
<p>1. Tree Bucket Truck Necessary for removal, replacement, and treatment of trees.</p> <p>2. Utility Truck Necessary for removal, replacement, and treatment of trees.</p> <p>3. Grinder Necessary for removal, replacement, and treatment of trees.</p> <p>4. Treatment Chemical treatment to spray on infested trees</p> <p>5. Trees Replacement trees for ash trees that will be removed</p>

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: DEC Capital Pool
CONTRACTOR NAME: GLEN COVE CITY OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 09/01/2024
To: 08/31/2027

The City of Glen Cove Department of Public Works (DPW) has identified 20 ash trees along the City's right-of-way located within the NYSDEC's designated Potential Environmental Justice Areas or Disadvantaged Communities that require removal or treatment due to ash borer disease. This project will directly benefit 20 property owners and serve the broader Glen Cove community by enhancing right-of-way greenspaces. Glen Cove has a long standing commitment to upkeeping its greenspaces and is a Tree City USA designated Tree City for over 20 years.

Project Planning & Implementation

Tree removal, treatment, replacement will be planned, implemented, and managed by DPW using internal forces. The DPW Director will oversee the entire scope of the project, ensuring the work is completed in a timely manner and project objectives are met. The General Labor Foreman will oversee the field staff responsible for removing, treating, and planting trees. Supporting the General Labor Foreman will be the DPW's authorized Tree Trimmer.

Tree Removal, Treatment, & Replacement

The initial task of the tree removal, treatment, & replacement project phase will be to address diseased trees. Heavily infested trees will ideally be removed after August 2024, when adult beetles are less active, reducing contamination risk. The removed trees will then be replaced. Replacement trees will be supplied by a third-party vendor. DPW will coordinate with the selected tree vendor for tree purchases and with property owners for the scheduling of tree plantings. DPW will only spray trees designated for treatment with an insecticide to exterminate invasive ash borer beetles. Not all ash trees are candidates for spraying. Trees determined for spraying have been assessed for overall size, health, and environmental function. The better-quality large canopy ash trees have been selected for treatment using Tree-age insecticide. Tree-age has less of an effect on the bee population compared to other chemical treatments. The use of treatment methods will be limited to trees the City wishes to remain in the landscape long-term since the treatment will need to be reapplied every 2-3 years over the course of the tree's lifetime. This will be a reoccurring and costly expense to the City, therefore limiting the implementation capacity of this method.

ATTACHMENT C – WORK PLAN DETAIL

Objective	
1 Project Administration -	Prepare for the administration of this project upon notice of award.
Task	
1.1 Public Outreach -	Preparing and mailing an outreach flier in both English and Spanish to property owners within a 250 ^{ft} radius of each Ash Tree project.
Performance Measures	
1.1.1 Communications -	The following attribution statement acknowledging DEC funding for the project must be included in any press releases or other public announcement, including newspaper articles as well as all documents, brochures, reports, etc.
1.1.2 Communications -	Notify the DEC of any press releases.
Task	
1.2 Grant Administration/Reporting -	Ensure proper reporting is submitted to the DEC by the respective deadlines.
Performance Measures	
1.2.1 Quarterly Progress Reports -	Submit quarterly progress reports in Grants Gateway no later than 30 days from the end of the calendar quarter.
1.2.2 Reimbursement Requests -	Submit reimbursement requests at end of quarter to DEC
1.2.3 Final Project Summary -	Submit final project summary report and deliverables to DEC within 60 days of the contract end date.
Objective	
2 Site Work Phase 1- Tree Removal -	Remove infested Ash Trees from their respective locations.
Task	
2.1 Tree Removal -	Preparation of site (e.g. equipment, survey of work site), document before and after conditions, create a schedule for tree removals.
Performance Measures	
2.1.1 Hold project kick-off meeting -	Meet with DEC urban forester in your region, partners, and any other relevant parties to discuss project. Meeting agenda and notes will be sent to the DEC Grants Administrator.
2.1.2 Tree Tracking -	Track which sites have had Ash Trees removed and which sites have yet to have Ash Trees removed.
Objective	
3 Site Work Phase 2 - Tree Replacement -	Replace infested Ash Trees with approved replacement trees.
Task	
3.1 Tree Planting -	Plant replacement trees at the site in which an Ash Tree was removed. Collaborate with property owners for placement of replacement tree.
Performance Measures	
3.1.1 Tree Planting -	Photograph before and after and submit to DEC.
Objective	
4 Site Work Phase 3- Tree Treatment -	Treat healthier canopy Ash Trees with Tree-age insecticide.
Task	
4.1 Spraying of Infested Canopy Ash Trees -	Treat Ash Trees with Tree-age that have been designated for spraying.
Performance Measures	
4.1.1 Tree Spraying -	Track which sites have received treatment and identify which ones have yet to receive treatment.

ATTACHMENT D
PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the

Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.
2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.
3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirement

Period 1: 09/01/2024 - 08/31/2027			
Claim Number	Claim Type	Claim Period	Due Date
1	Quarterly Reimbursement	09/01/2024 - 11/30/2024	12/30/2024
2	Quarterly Reimbursement	12/01/2024 - 02/28/2025	03/30/2025
3	Quarterly Reimbursement	03/01/2025 - 05/31/2025	06/30/2025
4	Quarterly Reimbursement	06/01/2025 - 08/31/2025	09/30/2025
5	Quarterly Reimbursement	09/01/2025 - 11/30/2025	12/30/2025
6	Quarterly Reimbursement	12/01/2025 - 02/28/2026	03/30/2026
7	Quarterly Reimbursement	03/01/2026 - 05/31/2026	06/30/2026
8	Quarterly Reimbursement	06/01/2026 - 08/31/2026	09/30/2026
9	Quarterly Reimbursement	09/01/2026 - 11/30/2026	12/30/2026
10	Quarterly Reimbursement	12/01/2026 - 02/28/2027	03/30/2027
11	Quarterly Reimbursement	03/01/2027 - 05/31/2027	06/30/2027
12	Quarterly Reimbursement	06/01/2027 - 08/31/2027	09/30/2027

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is

- For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.
6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.
 7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.
 8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
 9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☐ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.
2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period 1: 09/01/2024 – 08/31/2027			
Progress Report	Report Type	Report Period	Due Date
1	Progress Report	09/01/2024 - 11/30/2024	12/30/2024
2	Progress Report	12/01/2024 - 02/28/2025	03/30/2025
3	Progress Report	03/01/2025 - 05/31/2025	06/30/2025
4	Progress Report	06/01/2025 - 08/31/2025	09/30/2025
5	Progress Report	09/01/2025 - 11/30/2025	12/30/2025
6	Progress Report	12/01/2025 - 02/28/2026	03/30/2026
7	Progress Report	03/01/2026 - 05/31/2026	06/30/2026
8	Progress Report	06/01/2026 - 08/31/2026	09/30/2026
9	Progress Report	09/01/2026 - 11/30/2026	12/30/2026
10	Progress Report	12/01/2026 - 02/28/2027	03/30/2027
11	Progress Report	03/01/2027 - 05/31/2027	06/30/2027
12	Progress Report	06/01/2027 - 08/31/2027	09/30/2027
13	Final Report	09/01/2024 - 08/31/2027	10/30/2027

E. Special Payment and Reporting Provisions:

Period 1:

June 30, 2025

8 B

Michael M. Yeosock, P.E.
Director of Public Works
City Hall, 9 Glen Street
Glen Cove, NY 11542

Reference: "On-Call" Engineering Services Contract
Task Order: 2025 Road, Drainage and Sidewalk Improvements at Various Locations
Bid Analysis

Dear Mr. Yeosock:

NV5 has reviewed the bids received by the City of Glen Cove on June 16th, 2025, for the above-referenced project. A total of eight (8) bids were received. Below are the bidders' names and the amounts bid:

Rank	Bidder Name	Bid Amount (Base)	% Over/Under Engineer's Estimate
1	Stasi General Contracting	\$1,557,692.00	36% (Under)
2	Metro Paving	\$1,663,254.00	32% (Under)
3	Suffolk Paving Corp.	\$1,824,000.00	25% (Under)
4	Roadwork Ahead	\$1,936,924.90	20% (Under)
5	Laser Industries	\$2,087,850.00	14% (Under)
6	Rosemar Construction	\$2,121,212.00	13% (Under)
7	John McGowan & Sons	\$2,252,506.90	7% (Under)
8	Pioneer Landscaping & Asphalt Paving	\$2,490,782.00	3% (Over)

Stasi General Contracting (Stasi) submitted the lowest bid of \$1,557,692.00, which is 36% lower than the Engineer's Estimate (EE) of \$2,430,832.70. A bid tabulation of the unit costs proposed by the eight (8) eligible bidders is attached for reference.

Stasi underbid twenty-four (24) out of the thirty-nine (39) contract items by twenty-five percent (25%) or more when compared to the Engineer's Estimate. It should also be noted that Stasi significantly underbid **Item 102 – Work Zone Traffic Control** with a lump sum bid price of \$10,000, which is 87% below the average lump sum price of all bidders (\$79,250). NV5 has contacted Stasi to confirm their unit prices and ensure the project can be completed for the total amount bid. A letter response from Stasi confirming the accuracy of their bid is attached for reference.

NV5 has reviewed the submitted listing of Stasi's current and completed projects, which range from \$60,000 to \$2,800,000 and average at \$824,738. Completed projects include, but are not limited to, asphalt parking lots, curbs, drainage, as well as milling and paving, which indicates that Stasi has performed work of similar nature and size in comparison with *Task Order: 2025 Road, Drainage and Sidewalk Improvements at Various Locations*. Stasi's clients include the City of Glen Cove, Town of Hempstead, Village of Freeport, as well as other public municipalities and private companies located in both Nassau and Suffolk counties.

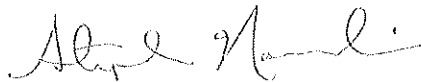
NV5 contacted three (3) of Stasi's references through telephone: the Village of Freeport, Nelson & Pope Engineering, and H2M Architects & Engineers. Rob Fisenne from the Village of Freeport stated that Stasi completed multiple road resurfacing projects under the Village's Requirements Contract on time and under budget and would recommend Stasi for future projects. Rachel Grodzki from H2M Architects & Engineers stated that Stasi completed a parking lot resurfacing and lighting installation with ease, and all communication with Stasi was prompt and attentive. Russel Scott from Nelson & Pope Engineering stated that Stasi completed a mill and pave, as well as Belgium block repair project for the Village of Woodburgh with excellence and would absolutely recommend Stasi for future projects.

We confirm that Stasi does not have debarments, exclusions or violations of the New York State Department of Labor (NYSDOL) or the Workers Compensation Board (WCB), the U.S. government System for Award Management (SAM) or the Occupational Safety and Health Administration (OSHA).

NV5 concludes that Stasi, based on their performance on past jobs, submitted a responsible bid and is capable of completing the construction work associated with the *City's 2025 Road, Drainage and Sidewalk Improvements* project. Therefore, we have no objection to the City awarding the contract to Stasi General Contracting for \$1,557,692.00.

Very truly yours,

NV5 New York – Engineers, Architects, Landscape Architects and Surveyors



Stephen Normandin, P.E.
Managing Director, Long Island

Attachments:

Bid Analysis

Communication letter from Stasi-6/24/2025

NV5

OFFICES NATIONWIDE



2025 ROAD, DRAINAGE, AND SIDEWALK IMPROVEMENTS AT VARIOUS LOCATIONS
DEPARTMENT OF PUBLIC WORKS
CITY OF GLEN COVE

30-Jun-25

BID ANALYSIS										STASI GENERAL CONTRACTING			
ITEM #	DESCRIPTION	UNIT PRICE	UNIT	QUANTITY	COST	UNIT PRICE	TOTAL COST	% DIFF.					
1M	MOBILIZATION	\$ 97,600.00	LS	1	\$ 97,600.00	\$ 10,000.00	\$ 10,000.00	-8%					
2	UNCLASSIFIED EXCAVATION	\$ 100.00	CY	25	\$ 2,500.00	\$ 30.00	\$ 750.00	-7%					
5C	SELECTED FILL	\$ 80.00	CY	80	\$ 6,400.00	\$ 10.00	\$ 800.00	-8%					
12H	CLEANING EXISTING DRAINAGE SYSTEM	\$ 50.00	LF	321	\$ 16,050.00	\$ 7.00	\$ 2,247.00	-8%					
15	ALTER EXISTING CATCH BASIN	\$ 3,000.00	EA	2	\$ 6,000.00	\$ 3,000.00	\$ 6,000.00	0%					
16SS-1	CHANGE ELEVATION OF SANITARY SEWER MANHOLES (MINOR ADJUSTMENT)	\$ 600.00	EA	32	\$ 19,200.00	\$ 200.00	\$ 6,400.00	-6%					
16SS-3	CHANGE ELEVATION OF DRAINAGE MANHOLES (MINOR ADJUSTMENT)	\$ 600.00	EA	20	\$ 12,000.00	\$ 200.00	\$ 4,000.00	-6%					
22CX	BASE COURSE ASPHALT CONCRETE, TYPE DENSE BASE	\$ 200.00	TON	448	\$ 89,600.00	\$ 110.00	\$ 49,280.00	-4%					
26	CONCRETE CURB	\$ 40.00	LF	2575	\$ 103,000.00	\$ 35.00	\$ 90,125.00	-1%					
27	CEMENT CONCRETE SIDEWALK	\$ 15.00	SF	10368	\$ 155,520.00	\$ 11.00	\$ 114,048.00	-2%					
27DW	DETECTABLE WARNING SURFACE	\$ 60.00	SF	910	\$ 54,600.00	\$ 30.00	\$ 27,300.00	-5%					
27IM	CEMENT CONCRETE SIDEWALK - COLORED & IMPRINTED	\$ 25.00	SF	3864	\$ 96,600.00	\$ 20.00	\$ 77,280.00	-2%					
34	MISCELLANEOUS METALS	\$ 4.00	LB	786	\$ 3,144.00	\$ 2.00	\$ 1,572.00	-5%					
36DRAR	RUT AVOIDANCE ASPHALT CONCRETE TYPE 1A (TOP RA RESURFACING)	\$ 130.00	TON	6591	\$ 856,830.00	\$ 102.00	\$ 672,282.00	-2%					
102	WORK ZONE TRAFFIC CONTROL	\$ 75,000.00	LS	1	\$ 75,000.00	\$ 10,000.00	\$ 10,000.00	-8%					
111	REMOVAL AND REPLACEMENT OF PAVEMENT	\$ 275.00	SY	81	\$ 22,275.00	\$ 60.00	\$ 4,860.00	-7%					
111A	REMOVAL AND REPLACEMENT OF PAVEMENT (LOCAL ROADS)	\$ 265.00	SY	136	\$ 36,040.00	\$ 90.00	\$ 12,240.00	-6%					
114	ADJUSTMENT OF WATER VALVE BOX ELEVATION	\$ 200.00	EA	26	\$ 5,200.00	\$ 125.00	\$ 3,250.00	-3%					
116A	PROFILING AND REMOVAL OF ASPHALT PAVEMENT	\$ 9.00	SY	59122	\$ 532,100.00	\$ 4.50	\$ 266,049.00	-5%					
121**	DRYBOUND BASE COURSE	\$ 75.00	CY	100	\$ 7,500.00	\$ 30.00	\$ 3,000.00	-6%					
132	PLOWABLE RAISED REFLECTORIZED PAVEMENT MARKERS	\$ 125.00	EA	4	\$ 500.00	\$ 500.00	\$ 2,000.00	30%					
133	CLEAN & FILL JOINTS & CRACKS	\$ 5.00	LF	677	\$ 3,382.50	\$ 3.00	\$ 2,031.00	-4%					
136S	SURVEY STAKEOUT (PER DAY)	\$ 3,000.00	DAYS	13	\$ 39,000.00	\$ 500.00	\$ 6,500.00	-8%					
138	ASPHALT JOINT REPAIR	\$ 150.00	SY	57	\$ 8,525.00	\$ 18.00	\$ 1,026.00	-8%					
141B	SILT PROTECTION FOR SURFACE INLET DRAINAGE STRUCTURES	\$ 250.00	EA	29	\$ 7,250.00	\$ 50.00	\$ 1,450.00	-8%					
141C	SILT PROTECTION FOR CURB INLET DRAINAGE STRUCTURES	\$ 250.00	EA	18	\$ 4,500.00	\$ 50.00	\$ 900.00	-8%					
199**	INTERIM PAYMENTS	\$ 50,000.00	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	0%					
368	TOPSOIL AND GRASS SEED	\$ 30.00	SY	84	\$ 2,520.00	\$ 12.00	\$ 1,008.00	-6%					
372D	TREE REMOVAL	\$ 2,200.00	EA	1	\$ 2,200.00	\$ 1,800.00	\$ 1,800.00	-1%					
373D	STUMP REMOVAL	\$ 600.00	EA	1	\$ 600.00	\$ 1,800.00	\$ 1,800.00	20%					
420E	REGRADE ELECTRIC PULL BOX FRAME AND COVER	\$ 800.00	EA	9	\$ 7,200.00	\$ 250.00	\$ 2,250.00	-6%					
422L	FURNISH AND INSTALL LOOP WIRE	\$ 9.00	LF	2649	\$ 23,841.00	\$ 15.00	\$ 39,735.00	6%					
422LS	FURNISH AND INSTALL LOOP SAWCUT	\$ 22.00	LF	971	\$ 21,362.00	\$ 15.00	\$ 14,565.00	-3%					
647-3X	REMOVE AND STORE GROUND MOUNTED SIGN PANEL AND POST	\$ 250.00	EA	23	\$ 5,750.00	\$ 500.00	\$ 11,500.00	10%					
685.07200110	WHITE EPOXY REF'L'D PAVMT STRIPE, 20 MILS (WET NIGHT VISIBILITY SPHERE)	\$ 2.00	LF	7777	\$ 15,554.00	\$ 2.00	\$ 15,554.00	0%					
685.07200210	WHITE EPOXY REFLECTORIZED PAVEMENT LETTERS/CHARACTERS - 20 MILS (WET NIGHT VISIBILITY SPHERE)	\$ 150.00	EA	2	\$ 300.00	\$ 400.00	\$ 800.00	16%					
685.07200310	WHITE EPOXY REF'L'D PAVMT SYMBOL, 20 MILS (WET NIGHT VISIBILITY SPHERE)	\$ 325.00	EA	28	\$ 9,100.00	\$ 400.00	\$ 11,200.00	2%					
685.07200510	WHITE EPOXY REF'L'D PAVMT STRIPE (SPECIAL MARKING) 20 MILS (WET NIGHT VISIBILITY SPHERE)	\$ 2.00	LF	5067	\$ 10,133.20	\$ 2.00	\$ 10,134.00	0%					
685.07200610	YELLOW EPOXY REF'L'D PAVMT STRIPE, 20 MILS (WET NIGHT VISIBILITY SPHERE)	\$ 2.00	LF	10978	\$ 21,956.00	\$ 2.00	\$ 21,956.00	0%					
SUBTOTAL					\$2,430,832.70	TOTAL	\$1,557,692.00						



2025 ROAD, DRAINAGE, AND SIDEWALK IMPROVEMENTS AT VARIOUS LOCATIONS
DEPARTMENT OF PUBLIC WORKS
CITY OF GLEN COVE

30-Jun-25

BID ANALYSIS										ROADWORK AHEAD			
ITEM #	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST	UNIT PRICE	TOTAL COST	% DIFF.					
1M	MOBILIZATION	LS	\$ 97,600.00	1	\$ 97,600.00	\$ 30,000.00	\$ 30,000.00	-69.					
2	UNCLASSIFIED EXCAVATION	CY	\$ 100.00	25	\$ 2,500.00	\$ 100.00	\$ 2,500.00	0.					
5C	SELECTED FILL	CY	\$ 80.00	80	\$ 6,400.00	\$ 30.00	\$ 2,400.00	-62.					
12H	CLEANING EXISTING DRAINAGE SYSTEM	LF	\$ 50.00	321	\$ 16,050.00	\$ 8.00	\$ 2,568.00	-84.					
15	ALTER EXISTING CATCH BASIN	EA	\$ 3,000.00	2	\$ 6,000.00	\$ 3,500.00	\$ 7,000.00	16.					
16SS-1	CHANGE ELEVATION OF SANITARY SEWER MANHOLES (MINOR ADJUSTMENT)	EA	\$ 600.00	32	\$ 19,200.00	\$ 500.00	\$ 16,000.00	-16.					
16SS-3	CHANGE ELEVATION OF DRAINAGE MANHOLES (MINOR ADJUSTMENT)	EA	\$ 600.00	20	\$ 12,000.00	\$ 500.00	\$ 10,000.00	-16.					
22CX	BASE COURSE ASPHALT CONCRETE, TYPE DENSE BASE	TON	\$ 200.00	448	\$ 89,600.00	\$ 130.00	\$ 58,240.00	-35.					
26	CONCRETE CURB	LF	\$ 40.00	2575	\$ 103,000.00	\$ 40.00	\$ 103,000.00	0.					
27	CEMENT CONCRETE SIDEWALK	SF	\$ 15.00	10368	\$ 155,520.00	\$ 12.00	\$ 124,416.00	-20.					
27DW	DETECTABLE WARNING SURFACE	SF	\$ 60.00	910	\$ 54,600.00	\$ 35.00	\$ 31,850.00	-41.					
27IM	CEMENT CONCRETE SIDEWALK - COLORED & IMPRINTED	SF	\$ 25.00	3864	\$ 96,600.00	\$ 16.00	\$ 61,824.00	-36.					
34	MISCELLANEOUS METALS	LB	\$ 4.00	786	\$ 3,144.00	\$ 3.00	\$ 2,358.00	-25.					
36ORAR	RUT AVOIDANCE ASPHALT CONCRETE TYPE 1A (TOP RA RESURFACING)	TON	\$ 130.00	6591	\$ 856,830.00	\$ 110.00	\$ 725,010.00	-15.					
102	WORK ZONE TRAFFIC CONTROL	LS	\$ 75,000.00	1	\$ 75,000.00	\$ 30,000.00	\$ 30,000.00	-60.					
111	REMOVAL AND REPLACEMENT OF PAVEMENT	SY	\$ 275.00	81	\$ 22,275.00	\$ 200.00	\$ 16,200.00	-24.					
111A	REMOVAL AND REPLACEMENT OF PAVEMENT (LOCAL ROADS)	SY	\$ 265.00	136	\$ 36,040.00	\$ 200.00	\$ 27,200.00	-24.					
114	ADJUSTMENT OF WATER VALVE BOX ELEVATION	EA	\$ 200.00	26	\$ 5,200.00	\$ 100.00	\$ 2,600.00	-50.					
116A	PROFILING AND REMOVAL OF ASPHALT PAVEMENT	SY	\$ 9.00	59122	\$ 532,100.00	\$ 5.95	\$ 351,775.90	-33.					
121**	DRYBOUND BASE COURSE	CY	\$ 75.00	100	\$ 7,500.00	\$ 65.00	\$ 6,500.00	-13.					
132	PLOWABLE RAISED REFLECTORIZED PAVEMENT MARKERS	EA	\$ 125.00	4	\$ 500.00	\$ 200.00	\$ 800.00	60.					
133	CLEAN & FILL JOINTS & CRACKS	LF	\$ 5.00	677	\$ 3,382.50	\$ 7.00	\$ 4,739.00	40.					
136S	SURVEY STAKEOUT (PER DAY)	DAYS	\$ 3,000.00	13	\$ 39,000.00	\$ 2,000.00	\$ 26,000.00	-33.					
138	ASPHALT JOINT REPAIR	SY	\$ 150.00	57	\$ 8,525.00	\$ 90.00	\$ 5,130.00	-40.					
141B	SILT PROTECTION FOR SURFACE INLET DRAINAGE STRUCTURES	EA	\$ 250.00	29	\$ 7,250.00	\$ 300.00	\$ 8,700.00	20.					
141C	SILT PROTECTION FOR CURB INLET DRAINAGE STRUCTURES	EA	\$ 250.00	18	\$ 4,500.00	\$ 300.00	\$ 5,400.00	20.					
199**	INTERIM PAYMENTS	LS	\$ 50,000.00	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	0.					
368	TOPSOIL AND GRASS SEED	SY	\$ 30.00	84	\$ 2,520.00	\$ 16.00	\$ 1,344.00	-46.					
372D	TREE REMOVAL	EA	\$ 2,200.00	1	\$ 2,200.00	\$ 1,500.00	\$ 1,500.00	-31.					
373D	STUMP REMOVAL	EA	\$ 600.00	1	\$ 600.00	\$ 800.00	\$ 800.00	33.					
420E	REGRADE ELECTRIC PULL BOX FRAME AND COVER	EA	\$ 800.00	9	\$ 7,200.00	\$ 700.00	\$ 6,300.00	-12.					
422L	FURNISH AND INSTALL LOOP WIRE	LF	\$ 9.00	2649	\$ 23,841.00	\$ 18.00	\$ 47,682.00	100.					
422LS	FURNISH AND INSTALL LOOP SAWCUT	LF	\$ 22.00	971	\$ 21,362.00	\$ 18.00	\$ 17,478.00	-18.					
647-3X	REMOVE AND STORE GROUND MOUNTED SIGN PANEL AND POST	EA	\$ 250.00	23	\$ 5,750.00	\$ 1,000.00	\$ 23,000.00	300.					
685.07200110	WHITE EPOXY REFL'D PVMNT STRIPE, 20 MILS (WET NIGHT VISIBILITY SPHERE)	LF	\$ 2.00	7777	\$ 15,554.00	\$ 5.00	\$ 38,885.00	150.					
685.07200210	WHITE EPOXY REFL'D PVMNT STRIPE, 20 MILS (WET NIGHT VISIBILITY SPHERE)	EA	\$ 150.00	2	\$ 300.00	\$ 250.00	\$ 500.00	66.					
685.07200310	WHITE EPOXY REFL'D PVMNT STRIPE, 20 MILS (WET NIGHT VISIBILITY SPHERE)	EA	\$ 325.00	28	\$ 9,100.00	\$ 250.00	\$ 7,000.00	-23.					
685.07200510	WHITE EPOXY REFL'D PVMNT STRIPE (SPECIAL MARKING) 20 MILS (WET NIGHT VISIBILITY SPHERE)	LF	\$ 2.00	5067	\$ 10,133.20	\$ 5.00	\$ 25,335.00	150.					
685.07200610	YELLOW EPOXY REFL'D PVMNT STRIPE, 20 MILS (WET NIGHT VISIBILITY SPHERE)	LF	\$ 2.00	10978	\$ 21,956.00	\$ 5.00	\$ 54,890.00	150.					
SUBTOTAL					\$2,430,832.70	TOTAL	\$1,936,924.90						



2025 ROAD, DRAINAGE, AND SIDEWALK IMPROVEMENTS AT VARIOUS LOCATIONS
DEPARTMENT OF PUBLIC WORKS
CITY OF GLEN COVE

30-Jun-25

BID ANALYSIS						
ITEM #	DESCRIPTION	UNIT PRICE	UNIT	QUANTITY	COST	UNIT PRICE
1M	MOBILIZATION	\$ 97,600.00	LS	1	\$ 97,600.00	\$ 125.00
2	UNCLASSIFIED EXCAVATION	\$ 100.00	CY	25	\$ 2,500.00	\$ 15
5C	SELECTED FILL	\$ 80.00	CY	80	\$ 6,400.00	\$ 1
12H	CLEANING EXISTING DRAINAGE SYSTEM	\$ 50.00	LF	321	\$ 16,050.00	\$ 4
15	ALTER EXISTING CATCH BASIN	\$ 3,000.00	EA	2	\$ 6,000.00	\$ 6.00
16SS-1	CHANGE ELEVATION OF SANITARY SEWER MANHOLES (MINOR ADJUSTMENT)	\$ 600.00	EA	32	\$ 19,200.00	\$ 20
16SS-3	CHANGE ELEVATION OF DRAINAGE MANHOLES (MINOR ADJUSTMENT)	\$ 600.00	EA	20	\$ 12,000.00	\$ 20
22CX	BASE COURSE ASPHALT CONCRETE, TYPE DENSE BASE	\$ 200.00	TON	448	\$ 89,600.00	\$ 22
26	CONCRETE CURB	\$ 40.00	LF	2575	\$ 103,000.00	\$ 5
27	CEMENT CONCRETE SIDEWALK	\$ 15.00	SF	10368	\$ 155,520.00	\$ 1
27DW	DETECTABLE WARNING SURFACE	\$ 60.00	SF	910	\$ 54,600.00	\$ 10
27IM	CEMENT CONCRETE SIDEWALK - COLORED & IMPRINTED	\$ 25.00	SF	3864	\$ 96,600.00	\$ 2
34	MISCELLANEOUS METALS	\$ 4.00	LB	786	\$ 3,144.00	\$
36DRAR	RUT AVOIDANCE ASPHALT CONCRETE TYPE 1A (TOP RA RESURFACING)	\$ 130.00	TON	6591	\$ 856,830.00	\$ 12
102	WORK ZONE TRAFFIC CONTROL	\$ 75,000.00	LS	1	\$ 75,000.00	\$ 50.00
111	REMOVAL AND REPLACEMENT OF PAVEMENT	\$ 275.00	SY	81	\$ 22,275.00	\$ 7
111A	REMOVAL AND REPLACEMENT OF PAVEMENT (LOCAL ROADS)	\$ 265.00	SY	136	\$ 36,040.00	\$ 7
114	ADJUSTMENT OF WATER VALVE BOX ELEVATION	\$ 200.00	EA	26	\$ 5,200.00	\$ 15
116A	PROFILING AND REMOVAL OF ASPHALT PAVEMENT	\$ 9.00	SY	59122	\$ 532,100.00	\$
121**	DRYBOUND BASE COURSE	\$ 75.00	CY	100	\$ 7,500.00	\$ 6
132	PLOWABLE RAISED REFLECTORIZED PAVEMENT MARKERS	\$ 125.00	EA	4	\$ 500.00	\$ 30
133	CLEAN & FILL JOINTS & CRACKS	\$ 5.00	LF	677	\$ 3,382.50	\$ 1
136S	SURVEY STAKEOUT (PER DAY)	\$ 3,000.00	DAYS	13	\$ 39,000.00	\$ 3.50
138	ASPHALT JOINT REPAIR	\$ 150.00	SY	57	\$ 8,525.00	\$ 2
141B	SILT PROTECTION FOR SURFACE INLET DRAINAGE STRUCTURES	\$ 250.00	EA	29	\$ 7,250.00	\$ 30
141C	SILT PROTECTION FOR CURB INLET DRAINAGE STRUCTURES	\$ 250.00	EA	18	\$ 4,500.00	\$ 30
199**	INTERIM PAYMENTS	\$ 50,000.00	LS	1	\$ 50,000.00	\$ 50.00
368	TOPSOIL AND GRASS SEED	\$ 30.00	SY	84	\$ 2,520.00	\$ 2
372D	TREE REMOVAL	\$ 2,200.00	EA	1	\$ 2,200.00	\$ 1.20
373D	STUMP REMOVAL	\$ 600.00	EA	1	\$ 600.00	\$ 80
420E	REGRADE ELECTRIC PULL BOX FRAME AND COVER	\$ 800.00	EA	9	\$ 7,200.00	\$ 60
422L	FURNISH AND INSTALL LOOP WIRE	\$ 9.00	LF	2649	\$ 23,841.00	\$ 2
422LS	FURNISH AND INSTALL LOOP SAWCUT	\$ 22.00	LF	971	\$ 21,362.00	\$ 2
647-3X	REMOVE AND STORE GROUND MOUNTED SIGN PANEL AND POST	\$ 250.00	EA	23	\$ 5,750.00	\$ 25
685.07200110	WHITE EPOXY REFL'D PVMIT STRIPE 20 MILS (WET NIGHT VISIBILITY SPHERE)	\$ 2.00	LF	7777	\$ 15,554.00	\$
685.07200210	WHITE EPOXY REFL'ED TORIALIZED PAVEMENT 1 FT TYPERS / CHARACTER - 20 MILS (WET NIGHT VISIBILITY SPHERE)	\$ 150.00	EA	2	\$ 300.00	\$ 1.00



422 Maple Avenue,
Westbury, New York 11590
Stasi General Contracting, LLC
Office@stasili.com - (516) 280-9777

06/24/2025

RE: 2025 Road Drainage and Sidewalk Improvements at Various Locations

City of Glen Cove
Department of Public Works
9 Glen Street,
Glen Cove, NY 11542

To Whom It May Concern,

Stasi General Contracting has completed a comprehensive review of all pricing and figures associated with the 2025 Road Drainage and Sidewalk Improvements at Various Locations project for the City of Glen Cove. We confirm that the total project amount of \$1,557,692.00 has been thoroughly reviewed and we are confident in the accuracy of our numbers.

We are fully prepared to move forward and respectfully request to proceed with the award of the project. We value the opportunity to work with the City of Glen Cove and are committed to delivering the project with high quality and efficiency.

Please feel free to contact us with any questions or additional requirements.

Sincerely,



Saverio Stasi – President
Stasi General Contracting, LLC

LIZARDOS

8c

June 10, 2025

Michael Yeosock, P.E.
City of Glen Cove
9 Glen Street, Glen Cove, NY

Reference: City of Glen Cove - Fire Department AHU Replacement
10 Glen Cove Ave, Glen Cove, NY 11542
Lizardos Proposal Number: 25-366

Dear Mr. Yeosock:

As requested, Lizardos Engineering Associates D.P.C. (Lizardos) has prepared this proposal to provide mechanical and electrical engineering services for the referenced project.

City of Glen cove would like to replace their approximately 40 years old Air Handling Unit located on the ground level and two (2) associated roof mounted condensing units. this unit is serving the "Big room" used for gatherings and provides cooling only in summer months. Heating for "Big room" is provided with perimeter hot water radiators located throughout the space. We assume replacement air handling unit will be cooling only type and heating system will continue to serve as is.

During the site survey, it was also noted that existing hot water pipe insulation is observed to be an Asbestos material therefore NYE Engineers asbestos remediation design services are also attached herewith.

Lizardos intends to provide the following Scope of Services in connection with this project.

SCOPE OF SERVICES

1. Lizardos will coordinate with all trades and will follow the schedule set by the Architect/Owner.
2. Upon receipt of the approval to proceed, Lizardos will provide a schedule showing the intended progress for each discipline identifying the start and finish of each item. This will constitute the base for the monthly payments, based on the percentage of work completed. Schedule shall also include a line-by-line cost for each item, which shall be the basis for progress payments.
3. Lizardos will coordinate with the other disciplines (architectural, structural, civil, geotechnical) for proper implementation of the electrical and mechanical design.
4. Lizardos will coordinate with all federal, state and city agencies to assure that MEP and fire protection services provided, comply with all applicable laws, codes, rules and regulations.
5. Lizardos will prepare all construction drawings and specifications in compliance with all Federal, New York State codes, laws, rules and regulations.
6. At the end of the design for this project, Lizardos shall provide one set of reproducible contract drawings and an electronic copy of all AutoCAD drawings.

Design Phase Services

1. Perform a survey of the facility and meet with facility staff to ascertain existing conditions.
2. Develop contract documents consisting of engineering drawings and specifications for the mechanical, electrical, plumbing and sprinkler fire protection design in conformance with the New York State Building Codes and local regulations.

Mechanical

1. Develop computerized cooling and heating load calculations as well as ventilation loads for the proposed space.
2. Formulation of an air balance for the proposed space.
3. Design of new air conditioning apparatus and distribution systems to serve the project requirements.
4. Prepare drawing specifications for bidding purposes.
5. During bidding phase, Lizardos will respond to questions and prepare addenda as necessary.

Electrical

1. Design and prepare plans for electric power circuitry for HVAC equipment based on mechanical equipment plans and equipment data from the manufacturers.
2. Design new electrical panels throughout the building based on the project's electrical load.
3. Develop plans for the fire alarm and smoke detection system.
4. Prepare drawing specifications for bidding purposes.
5. During bidding phase, Lizardos will respond to questions and prepare addenda as necessary.

Construction Phase Services (For all MEP Work)

1. Review shop drawings to determine conformance with Lizardos specifications.
2. Attend up to two (2) field visits to the construction site to observe progress and compliance with the contract documents and attend meetings if requested.
3. Assist Owner's Building Department expediter in filling out technical portions of forms and sealing appropriate forms for filing purposes.
4. Visit the site at completion of construction to prepare a punch list of incorrect or incomplete work.

SERVICES NOT INCLUDED

1. Design of all underground utilities, with the exception of electrical beyond 5 feet of the building's exterior.
2. Design of emergency power to any new equipment.
3. Design of interior/exterior lighting and temporary lighting.
4. Design Public Address, Security, IT, Plumbing, Fire Protection, Architectural and Structural System.
5. Preparation of as-built drawings.

6. Controlled Inspections.
7. Filing of any MEP drawings and associated fees.
8. Design of storm site detention/retention systems.
9. Design of storm site and sanitary piping systems (filing to various agencies is also not included).
10. Design of fire pumps for fire standpipe and sprinkler systems.
11. Design of backflow prevention and meter assemblies for the site water distribution system. (filing to various agencies is also not included).

FEES

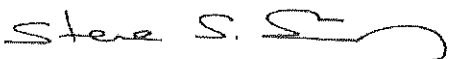
The engineering fee for the Scope of Services described shall be a fixed fee as follows:

Mechanical and Electrical Engineering Fee - Lizardos	\$	29,000.00
Environmental Engineering Fee - See attached <i>estimated</i> NYE proposal	\$	9,437.00
Coordination Fee	\$	1,000.00
Reimbursables*	\$	250.00
Total Fee		\$ 39,687.00

All engineering services shall be invoiced monthly based on the percentage of work completed. We will schedule work for this project upon our receipt of your written authorization to proceed. This proposal will remain in effect for 45 days from the date of this proposal.

We trust that the terms set forth in this proposal as well as our Standard Terms and Conditions, which are enclosed and constitute a part of our proposal sufficiently detail the engineering services which you require Lizardos to provide in connection with this project. If you find these terms acceptable, please sign and return a copy of this proposal. If you should have any questions, please feel free to call me.

Sincerely,
LIZARDOS ENGINEERING ASSOCIATES D.P.C.



Steve Sonmez, P.E.
Associate Vice President

cc: Marketing, Lizardos

ACCEPTED: CITY OF GLEN COVE

By _____

Print Name and Title

Date

LIZARDOS

STANDARD TERMS AND CONDITIONS

REIMBURSABLE EXPENSES

One set of reproducible contract documents is included in the base fee.

Out-of-pocket reimbursable expenses shall be billed at cost and shall include but not be limited to the following:

- Drawing and specification reproduction
- Out of town expenses for transportation, meals and lodging
- Expedited delivery services.

INTEREST ON DELAYED PAYMENTS

All payments for services and expenses are due and payable within thirty (30) days after the date appearing on Lizardos' invoice. In the event the Client should fail to make payment within such thirty-day period, then the amount due Lizardos shall include interest at the rate of 1% per month from and after said thirtieth day. In addition, Lizardos may, after giving seven (7) days' written notice to Client, suspend services under this agreement until it has been paid in full all amounts due for services and expenses.

ADDITIONAL SERVICES

Any services which are not identified in the scope of work contained in the proposal shall be deemed additional services for which Lizardos shall be compensated for based on the hourly billing rate schedule then in effect.

RESPONSIBILITY FOR PAYMENT

Payment of Lizardos' invoices for services shall not be contingent upon Client's receipt of payment from third parties unless otherwise agreed to in writing.

INSTRUMENTS OF SERVICE

Drawings, specifications and other documents, including but not limited to, electronic storage media prepared by Lizardos for this project shall be considered instruments of service. Lizardos shall grant to the Client a non-exclusive license to use these instruments of service in connection with this project only. Any use of these instruments of service on extension of this project or on other projects without Lizardos' written permission shall be considered unauthorized use, and the Client shall be solely at risk for any consequences. Further, the Client agrees to indemnify, defend and save Lizardos harmless from and against all claims, actions or suits arising out of or related to the Client's unauthorized use of these instruments of service.

ELECTRONIC MEDIA

Drawings and specifications stored on electronic media (Flash Drives, CDs, etc) are subject to deterioration resulting in loss of data and file corruption. Lizardos shall not be liable for data loss, undetected changes or alterations, or file corruption resulting from such deterioration in electronic media delivered to the Client for his use.

NO FIDUCIARY RESPONSIBILITY

Client confirms that neither Lizardos nor any of Lizardos' subconsultants have offered any fiduciary service to Client and no fiduciary responsibility shall be owed to Client by Lizardos or any of Lizardos' subconsultants as a consequence of Lizardos entering into this agreement with Client.

LIMITATION OF LIABILITY

Lizardos makes no warranty, either express or implied, as to Lizardos' findings, recommendations, plans, specifications or professional advice other than to covenant that Lizardos shall endeavor to perform its services in accordance with generally accepted standards of practice in effect at the time of Lizardos' performance.

ASBESTOS

Unless otherwise agreed to pursuant to a separate written agreement, Lizardos' services hereunder shall not include any services associated with the handling, removal or abatement of asbestos or any other types of hazardous materials.

CONTROLLING LAW

This agreement shall be construed and interpreted in accordance within the laws of the State of New York. Any claim, action or suit to be commenced by either party to this agreement shall be commenced in a court of competent jurisdiction located within the State of New York, County of Nassau.

COSTS TO LIZARDOS

In the event it becomes necessary for Lizardos to incur any costs or expenses in the collection of monies due Lizardos from Client or to enforce any of its rights or privileges hereunder, Client, upon demand, shall reimburse Lizardos for all such costs and expenses (including, but not limited to, reasonable attorney's fees).

NON TRANSFERABLE

This Contract cannot be assigned or transferred, in whole or in part, without prior written consent of Lizardos Engineering Associates D.P.C.

OFFERS OF EMPLOYMENT

At any time during the course of our engagement hereunder, should you decide to offer an employee of Lizardos a position of employment within your firm or any affiliated or related firm, we request that we be notified of your intentions immediately. Client acknowledges that Lizardos has incurred significant costs in recruiting and training its personnel. Therefore, without the prior written consent of Lizardos, Client agrees not to recruit or hire any Lizardos' personnel. In the event that the Client hires any Lizardos employee, Client agrees to pay Lizardos a fee of 50% of the employee's most recent annual compensation at Lizardos as liquidated damages to cover the cost of replacing such employee.



88 HARBOR ROAD
PORT WASHINGTON, NY 11050
(516) 944-9500 • FAX (516) 944-9507
www.nyenvironmental.com

June 10, 2025

Mr. Steve Sonmez
Director of Commissioning Services
Lizardos Engineering Associates
200 Old Country Road, Suite 670
Mineola, NY 11501

Re: Glen Cove Firehouse - Mechanical Room

Dear Mr. Sonmez:

New York Environmental & Analytical Laboratories, Inc. (NYEA) is pleased to present this cost proposal for asbestos consulting services planned at the above referenced location. The proposed services are outlined below.

SERVICES

Site Investigation

New York Environmental & Analytical Laboratories, Inc. will provide field professionals possessing NYS Asbestos Inspector licenses for the purpose of surveying building materials that will be impacted by planned building demolition.

The inspection shall follow procedures described in the regulations promulgated pursuant to New York State ICR 56, EPA and all Current Legal Requirements and Regulations.

Sample Collection

The Inspector will document whether the material is a surfacing, thermal system insulation, or miscellaneous material. The investigator will indicate and record any evidence of debris on horizontal surfaces, hanging material, water damage, cracking, dislodged chunks and scrapings.

Bulk material samples collected during the inspection will be collected utilizing collection methods that minimize the generation of airborne asbestos fibers.

Sampling Schedule

Surfacing Materials – Bulk material samples will be collected in a statistically random manner that is representative of the homogeneous area as follows:

1. Three bulk samples will be collected from each homogeneous area that is 1000 square feet or less;
2. Five bulk samples will be collected from each homogeneous area that is greater than 1000 square feet but less than 5000 square feet;
3. Seven bulk samples will be collected from each homogeneous area that is greater than 5000 square feet.
4. Thermal System Insulation – At least three bulk samples will be randomly collected from each homogeneous area of Thermal System Insulation that is not assumed to be ACM as follows:
5. At Least one bulk sample will be collected from each homogeneous area of Patched Thermal System Insulation that has not been assumed to be ACM if the patched section is less than 6 linear or square feet;
6. Bulk Samples shall be collected from each Mechanical System that is not assumed to be an ACM where cement or plaster is used on fittings such as pipe elbows and tee's in a manner sufficient to determine whether the material is Asbestos containing or not.
7. Miscellaneous Material – In a manner sufficient to determine whether the material is asbestos containing or not, bulk samples (minimum two samples) will be collected from each homogeneous area of friable miscellaneous materials that is not assumed to be ACM.

Chain of Custody

When bulk material samples are relinquished to the laboratory, proper Chain of Custody shall be kept. The Chain of Custody shall record the following information:

1. Inspector/Investigators Name and Signature
2. Date of Sample Collection
3. Analytical Method
4. Project and Sample Location
5. Date and Time the Samples were Relinquished, Received, and Analyzed



Sample Receipt

Upon receipt of samples at the laboratory, they will be assigned a Laboratory Tracking Number and will be logged into a log book. The log book records the following information:

1. Client Name
2. Laboratory Numbers Assigned
3. Type of Analysis
4. Quantity of Samples
5. Name of Inspector/Investigator
6. Date and Time of Sampling and Receipt
7. Log in Clerks Initials

Analytical Services

All analysis will be conducted at New York Environmental & Analytical Laboratories (NYEA), 88 Harbor Road, Port Washington, NY. NYEA is a certified by the New York State Department of Health laboratory and is enrolled in the Environmental Laboratory Accreditation Program (ELAP# 11048), accredited by The National Voluntary Laboratory Accreditation Program (NVLAP# 101967) and is proficient in the American Industrial Hygiene Association PAT and ELPAT programs.

Bulk material samples collected during the investigation will be analyzed by Polarized Light Microscopy, ELAP Method 198.1.

Non-friable organically bound building materials that were found to be non-asbestos-containing will be analyzed by transmission electron microscopy, ELAP Method 198.4 – method for identifying and quantifying asbestos in non-friable organically bound bulk samples.

Bulk analysis of Vermiculite Containing Fireproofing by Polarized Light Microscopy, ELAP Method 198.8 (SOF-V)

Survey Report

Upon completion of all aforementioned services NYEA will prepare and submit to the Client a written Project Report documenting all asbestos survey findings. The report will summarize results of the analysis of all paint, caulking and bulk material samples collected at the site and provide inspection findings, quantities, types, condition, estimated cost for abatement and response action recommendations. The report will be prepared in relevant to the project in strict accordance with all guidelines, current legal requirements, current standards and federal, state and local regulations.



Project Design and Contract Documents for Bidding

Following each project site inspection, the assigned Project Designer will review the Inspectors survey report and prepare a written Abatement Specifications for asbestos remediation procedures.

The Project Designer shall base his designs and recommendations on the findings and survey report of the Inspector, documentation gathered during the pre-survey inspection and the personal observations of the Project Designer.

For projects requiring site plans CADD drawings will be prepared to identify abatement locations, work area and containment designs.

Upon completion of the project inspection, NYEA will provide the School with the following information regarding the Investigators / Inspectors:

1. Name and Address;
2. Category of Accreditation;
3. Date and Certificate of Accreditation, Training Sponsor, Date and Location of Course;
4. State and Number of Accreditation, The Name, Address and Certification of Each Analytical Laboratory used;
5. Dates of Inspection;
6. Blueprint, Diagram, Sketch or Written Description of the Areas that identifies clearly each Location and Approximate Linear or Square Footage of Homogeneous Areas, the Location where each Bulk Sample was Collected, Dates of Sample Collection and Estimated Cost of Entire Project;

For Construction Document - Bid Phase

- Bid Submission:
Provide Contract Documents: (Drawings and Specifications)



FEES**Asbestos Investigation Cost Estimate**

Task	Test/Job Description	Units	Description	Unit Price	Total
Sampling	NYC Asbestos Investigators, NYS Asbestos Inspectors, Inspectors, US EPA Lead Inspectors for Site Visit, Sampling, Chain of Custody, Field and Office Writeup	8	Hour	\$138.00	\$1,104.00
Testing – Asbestos	PLM (Friable)	21	Each	\$19.00	\$399.00
	PLM/NOB	9	Each	\$37.00	\$333.00
	TEM/NOB	9	Each	\$59.00	\$531.00
	PLM NOB Prep No Analysis	TBD	Each	\$15.00	TBD
Testing – Vermiculite Containing Materials	*Vermiculite Analysis – ELAP 198.8	---	Each	\$355.00	---
Asbestos Survey Report – Document Test Locations and Results	Project Manager	8	Hour	\$165.00	\$1,320.00
Estimated Cost					\$3,687.00

*Note: If during the course of the inspection and laboratory analysis, vermiculite is found to be present (regardless of the amount), the NYS DOH ELAP requires that the laboratory performed by "Polarized-Light Microscope Method for Identifying and Quantitating Asbestos in Surfacing Material Containing Vermiculite Bulk Samples".

DESIGN SERVICES

Task	Total
Asbestos for Construction Design Specifications and Drawings	\$5,000.00
PE Stamp on Drawings	\$750.00

TERMS AND CONDITIONS

Performance of Services: The Consultant, New York Environmental and Analytical Laboratories, Inc. shall perform the services outlined in the proposal provided with this Agreement. The proposal is effective for 120 days.

Billing/Payment: The Client agrees to pay the Consultant for all services performed and all costs incurred. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. If any



invoice is not paid within 45 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, the Consultant may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages a result of such suspension caused by any breach of this Agreement by the Client.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant.

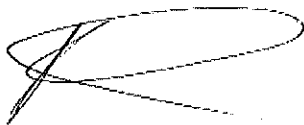
Certifications, Guarantees and Warranties: The Consultant shall not be required to execute any document that would result in the Consultant certifying, guaranteeing, or warranting the existence of any conditions.

Accessibility: All Excavation, man lifts, scaffolding and the coring / probing of building components to assist in the sampling of materials to be provided by others and is not a part of this proposal.

Termination of Services: This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

Your signature below will authorize us to begin the work described herein, according to the terms of this agreement.

AGREED TO BY:



Kurt Bruno
Director of Operations

AGREED TO BY:

Signature/Title



1-888-926-2766

Rep Name: _____
Rep Phone: _____

BEVERAGE SERVICE AGREEMENT

8 D

C2346889
Account #
City of Glen Cove - Recreation
Account Name
9 Glen Street Glen Cove NY 11542
Billing Address
9 Glen Street
Shipping Address
Glen Cove NY 11542
City State Zip

Yelena
Contact Name
Room #
516-676-2108
Tele #
Fax #
Number of Employees

EQUIPMENT:

Quantity	Stock	Description (Include # of thermoses/glass pots)	Rental Fee, Lease Terms, or Purchase Price
1	TPLBPO1SHS	Oasis™ Atlantis Water Cooler, Hot/Cold, White, 38 11/16"	\$3.95 (Suffolk County contract BW-110420)

Customer agrees to purchase all product used in association with the equipment listed above from W.B. Mason, including; coffee, sweeteners, creamers, cocoas, teas, cups, napkins, cutlery, plates and paper towels.

In consideration of the equipment provided, customer agrees to the coffee pricing and minimum monthly purchase as described below.

COFFEE PRICING:

Description	Price	Minimum Monthly Purchase
BLZ-H2O5G	\$4.87 (Suffolk County contract BW-110420)	12+

Coffee prices may fluctuate with market.

DEMO

☐

Brewers installed for demonstration purposes may remain at a customer's location for up to five (5) days at no charge. After that, brewers will be invoiced subject to the terms outlined in the Beverage Service Agreement. In the event that there are no agreed upon terms, brewers will be charged at a list-price rental.

RENTAL

☒

W.B. Mason agrees to provide the equipment in this Beverage Service Agreement for a monthly rental fee listed above plus sales tax. At the end of the initial period, this agreement will automatically renew for successive 1-year periods unless written notice is received from the customer 30 days prior to expiration for the agreement.

LEASE-PURCHASE

☐

W.B. Mason agrees to provide the equipment in the Beverage Service Agreement for the terms listed above. Customer will be billed for the first month, last month, and a one-month security deposit upon receipt of equipment. Upon completion of the purchase period, ownership of the above mentioned equipment shall transfer to the customer.

SALE

☐

W.B. Mason agrees to provide the equipment listed in this Beverage Service Agreement, as listed above, plus installation and sales tax. W.B. Mason will provide warranty service for all equipment subject to the terms of the specific manufacturer warranty. W.B. Mason acknowledges no additional warranties.

WAIVER OF LIABILITY-W.B. MASON—LIMITED WARRANTY—Although under this Agreement W.B. Mason is providing the Customer with the equipment listed in this Beverage Service Agreement and is agreeing to perform certain installation and deinstallation services, perform filter changes on equipment on a scheduled basis, conduct preventative maintenance and repairs as necessary on a needed basis, the Customer hereby acknowledges, confirms and agrees:

Limited Warranty-Rental Agreement. WB Mason is not the manufacturer of any of the products being provided by W.B. Mason to the Customer under this Beverage Service Agreement, including without limitation, coffee brewers, coffee equipment, water coolers, filters, and any and all equipment to be utilized by W.B. Mason when performing any preventative maintenance and repairs hereunder and therefore, W.B. Mason cannot make and is not making any representations or warranties of any kind, nature or description to the Customer relative thereto or in connection therewith, provided however W.B. Mason will, to the extent that it is able to do so, pass through to Customer any manufacturer's warranty (if any) covering the any products or services in lieu of any other express or implied warranties from W.B. Supplier with respect to the products and/or services. WB Mason reserves the right to apply and/or change a rental fee on any equipment provided after the initial year of the agreement.

Waiver of Liability-W.B. Mason--Water Damage. That (a) it is the policy of WB Mason to install equipment only with the available water lines provided by or to the customer;(b) having coffee brewers, coffee equipment and/water coolers in Customers facility including offices can cause and result in from time to time, in unintentional water leaks, water seepage, accidental discharges or overflows, and other deteriorating conditions, sudden accidents and/or events, resulting in physical damages to the Customers facility including offices and/or location (collectively "*Water Damages*") (c) the Customer acknowledges that having coffee brewers, coffee equipment and water coolers located in Customers facility offices and/or location involves the risk of the Customer incurring or suffering *Water Damages* as a result thereof and that W.B. Mason does not assure nor make any representation to Customer that *Water Damages* will not take place at the Customers facility, offices and/or location or to its contents pursuant thereto; (d) that Customer hereby represents it is willing to accept all such risk and to protect W.B. Mason from all such claims for *Water Damages* that may be made either by Customer or by others. Therefore, except in instances where it is determined that any such *Water Damages* at the Customers facility offices or location, results from, or is caused by, W.B. Mason's gross negligence or willful misconduct, (i) Customer hereby releases W.B. Mason, its servants, agents and employees from any and all claims for *Water Damages* that the Customer may suffer or sustain now or in the future as a direct or indirect result of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement; (ii) Customer agrees that neither the Customer nor its agents, servants or employees will make a claim, sue or otherwise assert rights against W.B. Mason, its servants, agents or employees relative to or in connection with any *Water Damages* are incurred or alleged to have been incurred or sustained by the Customer as a direct or indirect result of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement; (iii) that Customer agrees to defend and hold harmless W.B. Mason, its servants, agents or employees from all claims, suits, judgements, damages losses, and expenses including reasonable legal fees and costs, arising directly or indirectly, in whole or in part, from any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement; (iv) that W.B. Mason shall not be responsible or liable to the Customer, or its affiliates, agents, shareholders, members, partners, directors, officers or employees for any *Water Damages* of any kind, nature or description directly or indirectly suffered, claimed, or incurred by Customer pursuant to and in connection with this Beverage Service Agreement, including without limitation and all losses, claims, demands, suits, or actions, any judgements for damages on account of or by reason of bodily injury, including death, any damage to property and from all costs and expenses incurred in connection with any such claim for *Water Damages*, including without limitation attorney's fees and disbursements caused by or directly or indirectly arising out, or claimed to have been caused by or to have directly or indirectly arisen out of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement. The Customers obligations to W.B. Mason under this paragraph shall survive expiration, termination, or cancellation of this Beverage Services Agreement. In the event the equipment provided by W.B. Mason to the Customer is a pressure type, the Customer agrees to shut off all water at the valves leading to pressure cooler/equipment whenever the Customer leaves its facility, office and/or location unattended.

Indemnification and Hold Harmless. To the fullest extent permitted by law, the Customer shall indemnify and hold harmless W.B. Mason, its affiliates shareholders, members, partners, directors, officers, agents servants, employee and agents from and all losses, damages (including without limitation or restriction *Water Damages* as defined above) claims, demands, suits, or action (collectively a "Claim") or judgments for damages on account of, or by reason of, bodily injury including death, damage to property, and from all costs and expenses incurred on account or as a result of any such Claim, including without limitation, attorneys fees and disbursements caused by or directly or indirectly arising out of or claimed to have been caused by or to have directly or indirectly arisen out of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement, including" (a) any products provided work done, or services performed by W.B. Mason for the Customer during the term of this Agreement; (b) the failure of W.B. Mason failure provide products, complete any work or perform any services required to be done by W.B. Mason hereunder (c) the negligent or wrongful conduct of W.B. Mason or any of its subcontractors relative to any products provided by W.B. Mason to the Customer hereunder any work done, or services performed by W.B. Mason for the Customer during the term of this Agreement including W.B. Mason or any subcontractors respective agents, servants or employees (d) W.B. Mason failure to comply with any applicable law rules or regulation or permit in connection with any products provided work done, or services performed by W.B. Mason for the Customer during the term of this Agreement; but excepting from the foregoing to the extent any such Claim or breach or violation is caused by or results from any gross negligence or intentional misconduct by W.B. Mason and (e) any Claim or judgment for damages on account of, or by reason of, bodily injury including death, damage to property, and from all costs and expenses incurred on account or as a result of any such Claim, caused directly or indirectly from act, omission, negligence or conduct of the Customer hereunder or any breach by Customer of any representation, warranty covenant or obligation made by Customer to W.B. Mason under this Beverage Service Agreement. Except as otherwise provided herein, the Customer shall at its own cost and expense defend any such Claim which may be asserted or commenced against W.B. Mason by reason of or in connection with of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement. The Customers indemnity and hold harmless obligations to W.B. Mason under this paragraph shall survive expiration, termination, or cancellation of this Beverage Services Agreement.

Commercial General Liability Insurance. The Customer agrees to secure and keep in full force and effect throughout the term of this Beverage Services Agreement commercial general liability insurance including contractual liability (to specifically include coverage for the Damage Caused by Water and the Indemnification and Hold Harmless articles set forth above in this Beverage Service Agreement, Products and Completed Operations Liability Broad Form Property Coverage, written a on an occurrence form with combined bodily injury and property damages limits of liability of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

W.B. Mason Branch Manager (Signature)

Customer (Signature)

Print Name

Ben Johnston
Ben Johnston

Digitally signed by Ben Johnston
DN: cn=Ben Johnston, o=W.B. Mason Co, ou=Sales,
email=ben.johnston@wbmason.com, c=US
W.B. Mason Account Executive (Signature) 2021.09.08 16:32:30 -0400

Print Name

OCS Specialist (Signature)

Print Name

Print Name

Sales Representative:

Customer Service Representative:

8E



Performance you demand. Reliability you trust.™



PREVENTIVE GUARDIAN QUOTE

Quote number: 65024020	Quote date: 06/11/25
Customer: City Of Glen Cove	Quote Expiration date: 09/28/25



Dear Mr.(s) Elizabeth Mestres,

Thank you for the opportunity to provide you with a quotation for a Quincy Compressor Guardian Plan. As the success of your business is directly linked to your production uptime and equipment availability, increasing system efficiency and reliability will directly provide you a strong financial return.

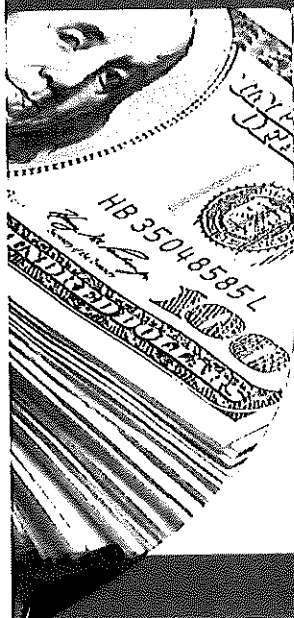
This Preventive Guardian proposal is specifically designed to extend the life of your equipment; while helping you lower your energy costs and increase overall efficiency with predictable costs.

We value your business and look forward to serving you in the near future. If you have any further questions, feel free to contact us at any time. We will be happy to provide you with additional information.

Sincerely,

Holly Timpson
E-mail: holly.timpson@quincycompressor.com

Phone: 732-810-4121 (8-5 M-F CST)



Looking to save costs with your compressed air system?

When the success of your business is directly linked to production uptime and equipment availability, increasing system efficiency and reliability will directly give you a financial return. The Preventive Guardian is specifically designed to your installation needs. Its on-time parts and service will help you lower energy costs and increase overall efficiency.



Performance you demand. Reliability you trust.™

BENEFITS



EXPERTISE

Your business demands reliability and efficiency from the technology that powers it, and that is precisely what Quincy service can do for you. We together manage your assets, operations, and risk to deliver you with the desired business results needed to excel.



TECHNOLOGY

With ICONS you can predict potential problems before they occur. You will have the ability to monitor your system and guarantee the right service at the right time. This will allow you to see how and where your system can be optimized to increase efficiency.



FLEXIBILITY

Because Quincy Service Agreements are designed specifically for your business, it helps you optimize the performance of your compressed air system with flexible payment options.



SAFETY

With all Quincy service, the primary focus is the safety of personnel and equipment. Quincy employees are trained in accordance with requirements needed to perform our service.

ADDITIONAL SERVICES

COMPLETE GUARDIAN



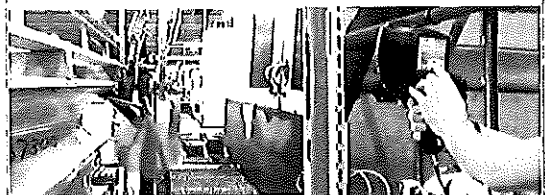
- ✓ Machine Inspection
- ✓ Detailed Visit Reports
- ✓ All Parts and Lubricants Required for Preventive Maintenance
- ✓ Labor for Preventive Maintenance
- ✓ Automatic Visit Scheduling
- ✓ Automated Parts Ordering with Shipping
- ✓ Reliability Related Product Updates

- ✓ Highest priority service
- ✓ Additional Service Warranty
- ✓ Guaranteed Factory Warranty Compliance
- ✓ Breakdown Labor, Parts & Lubricant Included
- ✓ Active Monitoring & Performance Follow Up
- ✓ Fixed Yearly Price for Agreement Duration
- ✓ Estimated cost

QUINCY'S LEAK DETECTION

Leak Detection

- ✓ Detect several leaks safely and easily without the use of headphones.
- ✓ Long detection range
- ✓ Industry-leading analytics
- ✓ Leak Detection can be conducted without interrupting plant operations.





Performance you demand. Reliability you trust.™

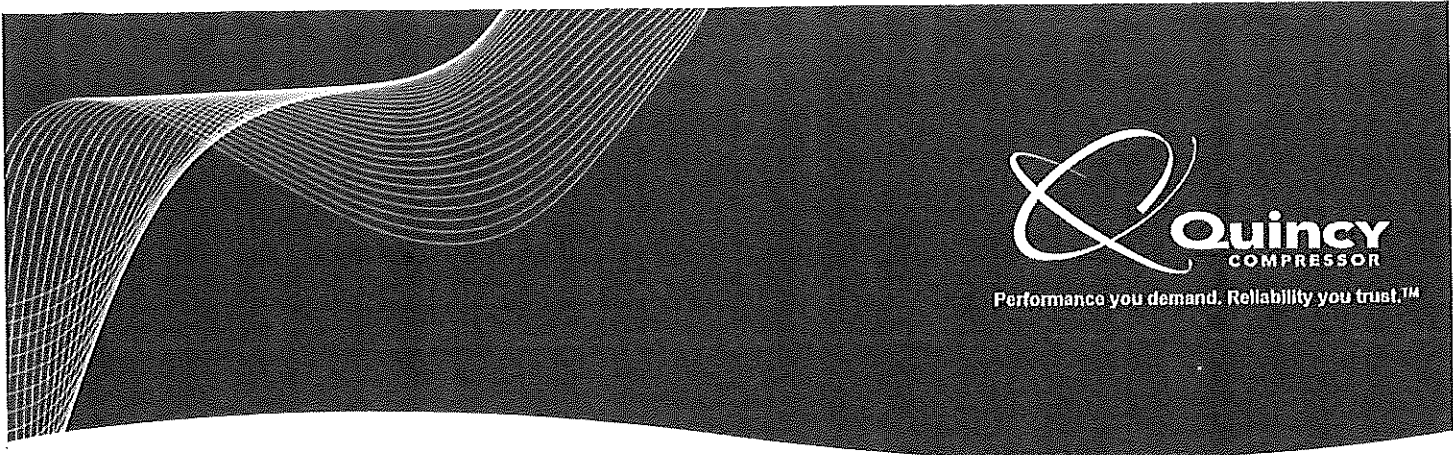
AGREEMENT SUMMARY

Customer:	City Of Glen Cove
Address:	100 Morris Ave Glen Cove NY 1154
Contact person:	Elizabeth Mestres
Phone number:	516-320-7811
Email	emestres@glencoveny.gov

Equipment	Agreement Type	Serial Number	Hours/ Year	Agreement Duration	Visits/ Year	Agreement Visit Schedule	Price Per Year
Piston compressor	Preventive Guardian	1002428001	2000	5	1.00	AAAAA	\$ 1,591.45
Total Annual Price							\$ 1,591.45

Piston compressor / 1002428001

Visit Type	Visit Description	Visit Frequency
A	2000h Visit	2000



Quote Number: 65024020

Additional conditions and information about your Guardian Plan:

- Freight on PM Parts and Oil is included throughout the duration of the service plan.
- All pricing is held firm for the duration of the PO for Quincy equipment only.
- Agreements can only be for the length of PO validity - All PO renewals constitute the end of the agreement. New agreements will need to be quoted and approved.
- The agreement may be cancelled by either party with a 60-day written notice to guardian.plans@quincycompressor.com.
- Local taxes may apply.
- Payment term NET 30 days.
- Billing options can be fulfilled Monthly, Quarterly, Semi-Annually, or in full.
- Invoicing will happen independently of the service performance date.
- **Hardcopy PO must accompany this complete quote before job can be opened.**

1. Choose Your Invoice Frequency:

Invoice Frequency

- ☐ Annually
 ☐ Semi-Annually
 ☐ Quarterly
 ☐ Monthly

2. Choose Your PO Frequency:

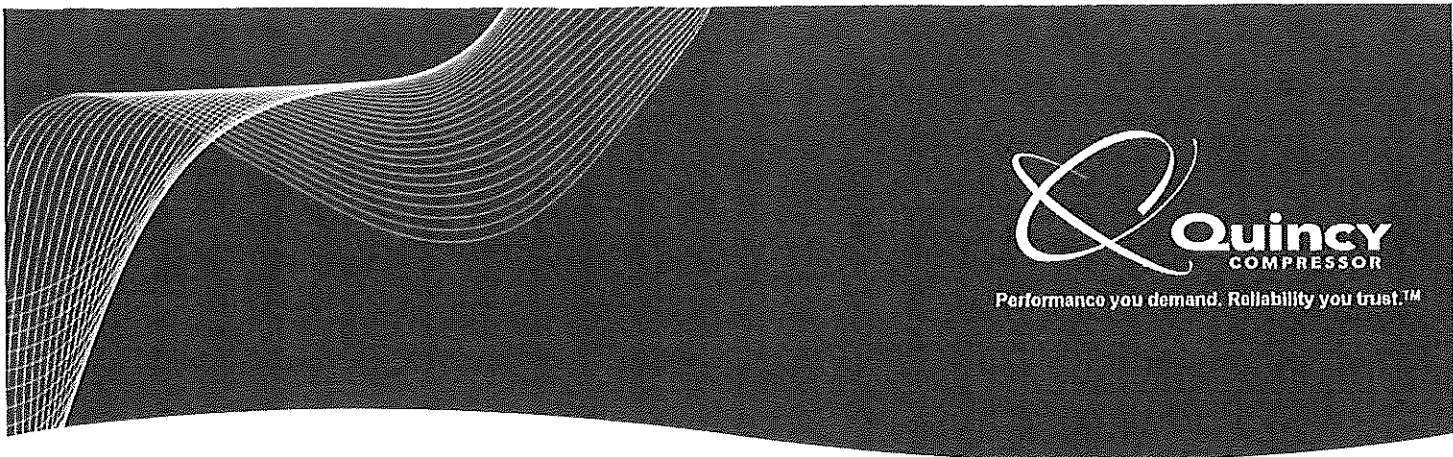
Yearly PO Option Available

- You can choose to provide a single year PO to renew your agreement up to the above quoted length of agreement.
- A 2% Administration fee will be applied each time the PO is renewed through the contract duration.
- For yearly PO renewals, POs must be received 60 days prior to the end of the agreement.
 - **Renewal Purchase Orders must be sent to guardian.plans@quincycompressor.com**

Yearly PO Agreement (Price per year listed below)	<input type="checkbox"/>
---	--------------------------

Yearly PO Agreement Amount Averaged Below Per Year

1st Year	2nd Year	3rd Year	4th Year	5th Year
\$ 1,623.28	\$ 1,623.28	\$ 1,623.28	\$ 1,623.28	\$ 1,623.28



OR

Agreement Total Price

- If you choose the agreement total price your PO must be equal to the below total agreement amount.

Agreement Total Price	
\$ 7,957.25	<input type="checkbox"/>

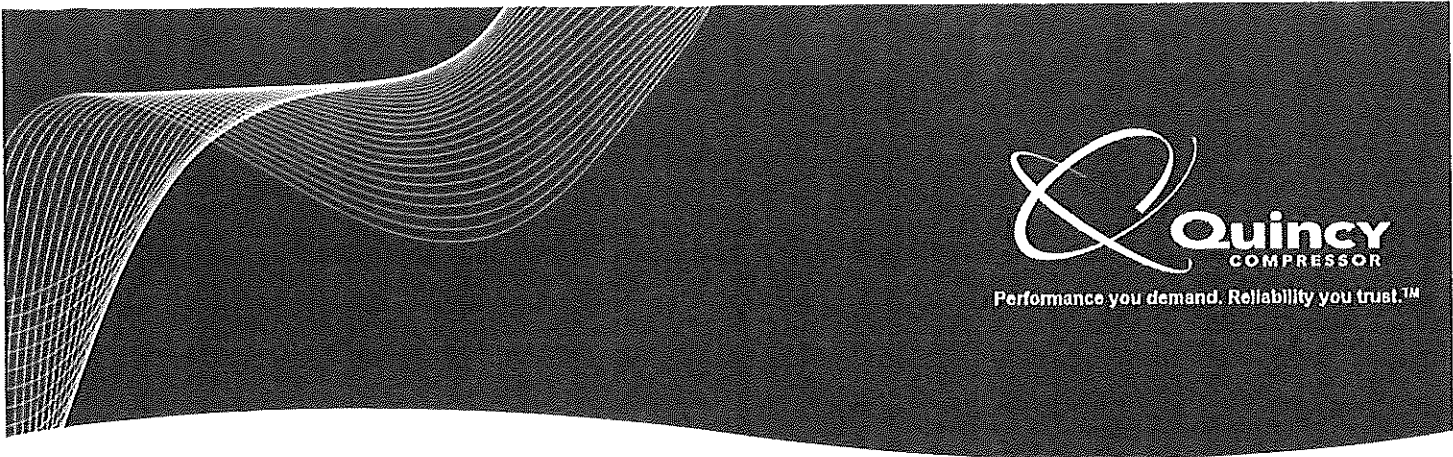
By signing the agreement below, you are consenting to all the terms and conditions, scope of work, and permitting services to be rendered.

Date: _____

Customer Name: _____

Customer PO#: _____

Signature Required:



Activities

Piston compressor / 1002428001

Description	Visit A 2000	Visit B	Visit C	Visit D	Visit E	Visit F	Visit I
Follow Customer Specific Safety Rules	X						



Performance you demand. Reliability you trust.™

Quincy Service Terms & Conditions of Sale

1 General

"Seller" means Quincy Compressor LLC. "Buyer" means the entity to which Seller is offering or providing a Product and/or Service. "Product" means any product, equipment, accessory, part, and/or any other item offered or sold by Seller to Buyer. "Service" means any installation, start up, inspection, repair, preventive maintenance, air audit, and/or any other type of service or work offered or performed by Seller for Buyer. This Terms and Conditions of Sale document is hereinafter referred to as these "Terms and Conditions of Sale". Seller and Buyer are sometimes referred to herein individually as a "Party" and jointly as the "Parties". These Terms and Conditions of Sale apply to any sale of any Product and/or Service by Seller regardless of whether any quotation/proposal is provided by Seller. SELLER'S SALE OF ANY PRODUCT AND/OR SERVICE IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THESE TERMS AND CONDITIONS OF SALE. ANY ACCEPTANCE OF SELLER'S OFFER IS EXPRESSLY LIMITED TO ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SALE. ANY TERMS OR CONDITIONS (PREVIOUSLY, CONTEMPORANEOUSLY, OR HEREAFTER) PROVIDED BY BUYER WHICH ADD TO, VARY FROM, OR CONFLICT WITH THESE TERMS AND CONDITIONS OF SALE ARE HEREBY EXPRESSLY OBJECTED TO. Any order from Buyer to Seller shall constitute Buyer's assent to these Terms and Conditions of Sale. In the event a separate written agreement covering terms and conditions has been negotiated and mutually signed by authorized representatives of Buyer and Seller, and such agreement is applicable and in effect, it shall take precedence (to the extent of conflicts) and the terms and conditions set forth in these Terms and Conditions of Sale will be supplemental to those of such agreement. All orders submitted to Seller are received subject to approval or rejection by Seller at its headquarters.

2 Prices

Seller expressly reserves the right to increase the quoted price in the event of modifications to the scope of supply/specifications/criteria not part of Seller's original price quotation. Any increase in price shall be agreed to between the parties.

3. Taxes.

Taxes are not included in the price, unless the price indicated by Seller specifically lists such tax as a line item. Buyer is responsible for any and all applicable taxes (except any taxes on Seller's income).

4. Delivery.

(a) Seller shall use commercially reasonable efforts to provide Products and Services by the dates agreed upon between the Parties. Lead-times and shipping dates/periods (whether indicated as a range of weeks or otherwise) are estimates only, and are among other things based upon timely receipt of all necessary information and approvals. In no event will the indicated lead time or shipping/ delivery period begin to run prior to Seller's receipt of all necessary information, approvals and completion of all details deemed necessary by Seller for execution of the order.

(b) Buyer must promptly inspect Products upon delivery and notify Seller of any damage or shortage within five (5) days of delivery. Notification of any damage or shortage does not make Seller liable for any such damage or shortage or obligate Seller to provide any additional or replacement Products. It is expressly understood that Buyer's failure to take such steps may render claims for freight damage and/or shortages void. Unless agreed otherwise by Seller in writing, Buyer is responsible for filing/processing freight damage/shortage claims with the carrier.

5 Payment

Payment for Products and Services is due thirty (30) days from invoice date. If Buyer does not have an account with Seller, payment is due before delivery of Product or commencement of Service. Amounts past due shall bear interest at one and a half percent (1.5%) per month, or the maximum rate allowed by law, whichever is higher. Interest shall be payable within seven (7) days of demand.

6 Cancellation.

6.1 Products. Buyer may cancel a Product order (in whole or in part) if (a) Buyer

provides Seller sixty (60) days' prior written notice of any such cancellation; and (b) Seller agrees in writing that such order may be cancelled. Notwithstanding the foregoing sentence, either party may cancel a Product order (in whole or in part) at any time if a party materially breaches the Terms and Conditions of Sale and the breaching party fails to commence and diligently pursue a cure of such breach within sixty (60) days after such breaching party receives written notice from the non-breaching party specifying (i) the nature of the material breach; and (ii) the non-breaching party's intent to terminate the Product order if the breach is not cured.

6.2 Services. Either party may terminate the Services with immediate effect (or at a later time, in such party's sole discretion) upon sixty (60) days' prior written notice to the other party.

6.3 It is expressly understood and agreed that upon cancellation, (a) Buyer is entitled to a refund for the portion of any Service that has not been performed but already paid for, and (b) Buyer shall pay for any Products that have shipped and Services that have been performed prior to the date of cancellation but which have not been paid as of such date. The determination of the value of the Services that have been performed shall be based upon Seller's list price for parts and labor.

6.4 It is further expressly understood and agreed that for any Products shipped prior to the date of cancellation but not yet installed, Buyer shall have the option, in its discretion, to have Seller install such Products, and Buyer shall be billed for such Services pursuant to the Terms and Conditions of Sale.

7. Returns

Buyer shall have no right to return any Product unless Seller, at its sole discretion, agrees in writing that the specific Product may be returned. If Seller agrees that Buyer may return the Product, Seller will issue a Return Material Authorization number to Buyer, and Buyer must include such Return Material Authorization number with the return. All such returns must be in accordance with Seller's instructions (including but not limited with respect to condition of the Product, shipping, and re-stocking fees, if applicable).

8. Scope of Service, Miscellaneous service-related responsibilities of Buyer, etc.

8.1 Only the specific equipment identified by serial number (or by another agreed-upon method of identification) in Seller's written service quotation is included in the scope of the Service.

8.2 The date and time of Seller's performance of Service (if any) is subject to scheduling and confirmation by Seller's service department. If Seller anticipates a delay in meeting any agreed-upon date, Seller shall notify Buyer of such delay and arrange for a mutually acceptable alternate date of such Service. Seller's performance of Service is subject to Seller's normal working hours (8:00 am to 5:00 pm, Monday through Friday excluding public holidays), unless Seller and Buyer expressly agree otherwise. If Seller agrees to perform Service outside of Seller's normal working hours, the rates will be higher in accordance with Seller's applicable rates. Buyer shall provide Seller with free and full access to the equipment, during agreed-upon times, to perform the agreed upon Service. Buyer shall at its own cost supply adequate lighting, power, and other facilities to which Seller may reasonably need access to in connection with performing the Service. If Seller's service technician has to wait for more than thirty minutes for access to the equipment during a scheduled visit, additional hourly charges may apply. If the technician is not allowed in during an agreed time and a new visit has to be scheduled, Buyer shall bear the mileage and displacement time charges. If any forklift, A frame, crane, hoist and/or other lifting or rigging equipment is necessary (as reasonably determined by Seller) for Seller to perform the Service, Buyer shall supply such equipment at Buyer's own cost together with sufficiently skilled and qualified labor in connection therewith, unless Seller and Buyer expressly agree otherwise.

8.3 If Seller will provide preventative maintenance Service, such Service is not a substitute for Buyer's compliance with any daily or weekly or other routine

maintenance instructions contained in the equipment's manual

8.4 In the event the Service (if any) to be provided by Seller includes equipment servicing over a period of time (whether under a preventative maintenance agreement or any other service agreement), it is expressly agreed that the Service does not include (a) services, parts, or repairs required as a result of modification or repair by anyone other than Seller's authorized personnel, (b) service, parts, or repairs required as a result of improper installation, improper storage, improper use, or improper maintenance by anyone other than Seller's personnel, (c) repair of damages caused by external factors, including, but not limited to loss or damage resulting from the elements, misuse, abuse, use of unsuitable attachments, or the operation of the equipment in improper operating environments, including, but not limited to, locations having defective or inadequate power sources, static electricity, or excessive interference caused by external sources, or (d) consumable items (unless the consumable item is specifically included in Seller's written quotation)

8.5 In the event the Service (if any) to be provided by Seller includes equipment servicing over a period of time (whether under a preventative maintenance agreement or any other service agreement), it is expressly agreed that even if the service agreement specifies that the service and price includes overhaul of the equipment, the overhaul is excluded from the price if Buyer terminates the service agreement prior to the end of the expiration date of such service agreement. In connection with any such early termination, Seller shall invoice Buyer for any and all such overhauls that Seller performed prior to such early termination at list price.

8.6 In the event the Service (if any) to be provided by Seller includes equipment servicing over a period of time (whether under a preventative maintenance agreement or any other service agreement), it is expressly agreed that (regardless of whether the equipment is covered by a preventative maintenance agreement or any other service agreement) Buyer will:

- (a) Perform all daily and weekly maintenance and inspection actions (and any and all other maintenance/inspection/actions not included in the agreed-upon scope of work/service) for the equipment as per the equipment's instruction manual;
- (b) Keep the equipment within the environmental conditions (including but not limited to temperature range, humidity range, ventilation, and other factors), and operate the equipment, as recommended in the equipment's instruction manual and in accordance with recommendations (if any) of Seller's service technicians;
- (c) Ensure that water in the equipment's cooling circuits (if applicable) and ventilation is within the limits of quality, quantity and temperature, as recommended in the equipment's instruction manual and in accordance with recommendations (if any) of Seller's service technicians;
- (d) Use only parts/ lubricants/ oil which conform to the equipment manufacturer's applicable specifications for such items and are free of dirt, debris, and other substances that do not belong in or on the part/ lubricant/ oil;
- (e) Advise Seller immediately of any changes of the equipment's operational conditions or site conditions and malfunctions or failures that may influence the proper functioning of the equipment;
- (f) Take the necessary action on equipment repairs reasonably recommended by Seller. If equipment breaks down as a consequence of inaction by Buyer, any necessary repairs shall be at Buyer's expense;
- (g) Make the equipment available to Seller for overhaul of the equipment's element and/or main motor if shock pulse monitoring readings by Seller or other metrics indicate the need for such overhauls. Buyer shall pay for such overhauls unless the equipment is covered under a service agreement which specifies that such overhaul is included in the price (and Buyer does not terminate such service agreement prior the end of its expiration date). If Buyer fails to authorize and pay for such overhaul, then all of Seller's service obligations with respect to the equipment will cease. The location of any overhaul (if applicable) generally is Buyer's site, unless Seller agrees that the overhaul shall be performed at Seller's site; and
- (h) Promptly return any and all hardware and software (including but not limited to remote monitoring products) furnished by Seller in connection with the service, upon expiration/termination of the service, unless expressly agreed otherwise by Seller.

8.7 Regardless of the duration of the Service period and regardless of whether the price is stated as a fixed annual price, it is expressly agreed that in the event a change occurs in the operating or site conditions of the equipment, the price is subject to an increase if such operating or site condition change results in increased costs for Seller in connection with providing the Service for the equipment. Examples of operating or site condition changes which may result in increased costs for Seller (and therefore may increase the price) include but are not limited to Buyer's act of moving the equipment (including within Buyer's facility) or placing other objects in such a way that coolant air inflow into the equipment is affected, or making electric power-related changes, or exceeding the equipment's estimated yearly running hours (specified by Seller in the quotation). If Buyer does not agree to the increase in price, then Seller may terminate or suspend the Service for the relevant equipment. It is expressly acknowledged that the price is also subject to an increase at any time if there is an increase in the quantity of equipment to be serviced or other changes in the scope of work/service.

9. Warranty

Seller warrants to Buyer that any and all Seller-manufactured Products delivered by Seller are delivered free of defects in workmanship and material; this warranty shall expire ninety (90) days from installation. Consumables and normal wear and tear are expressly excluded from warranty. If the Product does not meet the above stated warranties, Buyer shall promptly notify Seller in writing prior to the expiration of the above stated warranty period. Seller shall at Seller's option (i) repair or (at Seller's option) replace the nonconforming Product, or (ii) provide a refund or credit allocable to the nonconforming portion of the Product. Products not provided by Seller are not warranted by Seller.

Products, components, parts, accessories, and other items sold by Seller but not manufactured by Seller are not warranted by Seller and shall carry whatever warranty (if any) which the manufacturer has conveyed to Seller to the extent it can be passed on to Buyer.

Warranty repair or replacement of Products shall not extend or renew the original warranty period; such Products shall remain under warranty only for the unexpired portion of the original applicable warranty period. Replaced Products become the property of Seller. Seller warrants that at the time of Product delivery, Seller has title to the Product.

THE ABOVE-STATED WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.

CORRECTION OF NONCONFORMITIES IN THE MANNER AND WITHIN THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE CONSTITUTES BUYER'S EXCLUSIVE REMEDIES WITH RESPECT TO THE QUALITY OF OR ANY DEFECT IN PRODUCTS.

10. Software

In the event any Product which Seller delivers to Buyer (or any Service which Seller provides to Buyer) contains or otherwise includes software, the software is not sold to Buyer but is licensed on a limited, non-exclusive basis. Any and all such software shall remain the proprietary property of Seller (and/or its affiliates or other third parties who are Seller's licensors, if applicable), and in no event shall title thereto be sold or transferred to Buyer.

Any modification, alteration, or removal or unauthorized use of any software contained in any Product/Service constitute a breach of this agreement and shall automatically terminate any license granted hereby. Buyer shall not (and shall not permit any third party to) create derivative works based on the software, or reverse engineer, or disassemble or decompile the software, or transfer, copy, or modify, the software.

11. Intellectual Property Ownership.

No patents, copyrights, trademarks, or other intellectual property is being sold, assigned, or otherwise transferred to Buyer. It is expressly acknowledged that no drawings, designs, specifications, or anything else provided by Seller to Buyer shall be deemed to be "work made for hire" as that term is used in connection with the U.S. Copyright Act.

12. Indemnity.

Seller agrees to defend, indemnify, and hold harmless Buyer and its affiliates, and their respective officers, directors, employees and agents (collectively "Indemnified Parties") from and against all claims brought against any Indemnified Party by any third party (including but not limited to any employee of Seller or of Buyer) for (a) personal injury (including but not limited to death) and/or (b) physical damage to tangible property, to the extent the personal injury and/or physical damage to tangible property is caused by the negligence of Seller or Seller's employee/agent. It is understood that no part of the Product or the service site shall be considered third party property.

13. Export Control, and Foreign Corrupt Practices Act.

Products, Services, technical data, technology, software, and any other items or information provided by Seller to Buyer shall at all times be subject to any and all applicable export control laws and regulations, including but not limited to applicable U.S. Export Administration Regulations, United Nations resolutions and European Union directives relating to trade embargoes and restrictions. Buyer expressly agrees that no Product, Services, technical data, technology, software or other items or information or assistance or other item received from Seller shall be exported (or re-exported) by Buyer or its authorized transferees (if any), directly or indirectly, in violation of any law or regulation. Buyer further agrees that Buyer shall not violate or cause Seller to violate the U.S. Foreign Corrupt Practices Act of 1977 (as amended), in connection with any sale or distribution of the Products and/or Services. BUYER AGREES TO INDEMNIFY SELLER FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS, AND FINES ARISING FROM BUYER'S NON COMPLIANCE WITH THIS SECTION 13.

14. Force Majeure

In the event Seller is not able to perform or is delayed due to any cause beyond its reasonable control (including but not limited to acts of God, strike or other concerted action of workmen, act or omission of any governmental authority, act of war or terrorism, act of the public enemy, embargo, delays of carriers, and/or delays by Seller's usual suppliers), the time of performance shall be extended by the amount of time reasonably sufficient to make up for such delay.

15. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING ELSE, UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF TOTAL OR PARTIAL USE OF PRODUCTS OR SERVICES, DOWNTIME COSTS, AND DELAY COSTS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. NOTWITHSTANDING ANYTHING ELSE, THE TOTAL LIABILITY, IN THE AGGREGATE, OF SELLER ARISING FROM OR RELATED TO THE AGREEMENT (INCLUDING BUT NOT LIMITED TO PERFORMANCE OR BREACH THEREOF), THE PRODUCTS, AND/OR THE SERVICES, SHALL BE LIMITED TO THE ACTUAL PURCHASE PRICE AMOUNT PAID BY BUYER TO SELLER FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO THE CLAIM (REGARDLESS OF WHETHER SUCH DAMAGES ARE CHARACTERIZED AS ARISING OUT OF BREACH OF WARRANTY, TORT, CONTRACT, OR OTHERWISE). For purposes of this Section, the term "Seller" means Quincy Compressor LLC, its affiliates, suppliers, and subcontractors, and their respective employees/agents.

16. Environmental and OSHA requirements.

At the time of shipment of the Product from the factory, Seller will comply with Federal, State and local laws and regulations applicable to Seller concerning occupational health and safety and pollution. However, in the installation and operation of the Product and other matters over which Seller has no control, Seller assumes no responsibility for compliance with those laws and regulations, whether by the way of indemnity, warranty or otherwise.

17. Equal Employment Opportunity Requirements.

If applicable to this agreement, Seller and Buyer shall abide by the requirements of 41 CFR §§ 60.1.4(a), 60.300.5(a), and 60.741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

18. U.S. Government Contracts

If the Products and/or Services are to be used in the performance of a U.S. Government contract or subcontract, Buyer expressly agrees to notify Seller in writing in connection with Buyer's order. Further, if the Products or Services are to be used in the performance of a U.S. Government contract or subcontract, only those clauses of the applicable U.S. Government procurement regulations which are mandatorily required by federal statute to be included in this contract shall be incorporated herein by reference.

19. Miscellaneous.

19.1 Buyer's issuance of a purchase order or Buyer's receipt of any Product or Service from Seller shall constitute Buyer's assent to these Terms and Conditions of Sale.

19.2 THESE TERMS AND CONDITIONS OF SALE CONTAIN THE ENTIRE AGREEMENT BETWEEN SELLER AND BUYER WITH RESPECT TO TERMS AND CONDITIONS AND SUPERSEDE ALL PREVIOUS OR CONTEMPORANEOUS STATEMENTS, AGREEMENTS, AND REPRESENTATIONS WITH RESPECT TO TERMS AND CONDITIONS. This agreement cannot be superseded, amended, or modified except by an applicable negotiated agreement signed by a company officer of Seller and an authorized representative of Buyer. Any purchase order issued by Buyer to Seller is for Buyer's internal purposes and no term or condition stated in such document shall modify these Terms and Conditions of Sale. Failure of Seller to object to terms and conditions provided by Buyer shall in no event be construed as an acceptance of any terms and conditions of Buyer. Neither Seller's commencement of performance nor Seller's delivery shall be deemed or constituted as acceptance of any of Buyer's terms and conditions.

19.3 The provisions of these Terms and Conditions of Sale are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. In addition, if any provision of these Terms and Conditions of Sale (or portion thereof) is determined by a court to be unenforceable as drafted by virtue of the duration, scope, extent, or character of any obligation contained herein, the parties acknowledge that it is their intention that such provision (or portion thereof) shall be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.

19.4 Neither party's failure to enforce, or its waiver of a breach of, any provision contained in these Terms and Conditions of Sale shall constitute a waiver of any other breach or of such provision.

19.5 The validity, performance, and all other matters arising out of or relating to the interpretation and effect of these Terms and Conditions of Sale and/or the agreement shall be governed by and construed in accordance with the internal laws of the U.S. State in which Seller's applicable sale/service facility (selling the Product/Service) is located (hereinafter the "Applicable State") 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 those of the Applicable State. Any legal suit, action or proceeding and all other matters arising out of or relating to the interpretation and effect of these Terms and Conditions of Sale and/or the agreement shall be instituted in a court (federal court or state court) sitting in the Applicable State, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action, suit, or proceeding. Notwithstanding the foregoing, Seller shall have the right at any time (at its option and where legally available) to immediately commence a legal suit, action, or proceeding in any court of competent jurisdiction (in any State or country) in order to seek an injunction or similar order to enforce or protect intellectual property rights or trade secrets, and/or to enforce the provisions of Section 5 above (entitled "Payment").

19.6 The parties are independent contractors under this Agreement and no other relationship is intended including, without limitation, any partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant relationship, or any other special relationship.

19.7 All rights and obligations contained in these Terms and Conditions of Sale, which by their nature or effect are required or intended to be kept, observed, or performed after the termination or expiration of the order/agreement will survive and remain binding upon and for the benefit of the parties, their successors, and permitted assigns.

19.8 Trade Compliance Clause

Any quotation is legally binding upon us only after you have received a written acceptance from us of any order from you based on that quotation and we can at any point in time withdraw our quotation.

By placing the order you certify that the order will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons, nor any other purpose prohibited by applicable law. Furthermore, you certify that you will comply with applicable local and international foreign trade and customs requirements or any embargos or other sanctions.

You will immediately notify us in writing of any breach of this statement.

We shall not be obligated to fulfill a binding order or agreement or any part thereof or related to it, nor liable for its non-fulfillment, if such fulfillment is prevented by any impediments arising out of applicable local and/or international foreign trade and customs requirements or any embargos or other sanctions.

We shall have the right to terminate a binding order or agreement or any part thereof or related to it, with immediate effect and without prior notice, if fulfillment is prevented by any impediments arising out of applicable local or international foreign trade and customs requirements or any embargos or other sanctions.

The customer shall indemnify us for any direct or indirect damages arising in consequence of any breach of this statement.

[Revised February 01, 2023]

8 F

INTER MUNICIPAL COOPERATION AGREEMENT

THIS AGREEMENT (the "Agreement") entered into as of the ____ day of _____ and between the CITY OF GLEN COVE (hereinafter referred to as "City", ... transaction of business located at 9 Glen Street, City of Glen Cove, New York 11542 and the BOARD OF EDUCATION OF THE GLEN COVE CITY SCHOOL DISTRICT (hereinafter referred to as "School District"), with offices for the transaction of business located at 154 Dosoris Lane, Glen Cove, New York 11542.

WITNESSETH:

WHEREAS, under the provisions of Section 119-o of the General Municipal Law, each party has the power to enter into agreements for the performance one for the other of their respective functions, powers and duties on a contract basis;

WHEREAS, School District and City have entered into discussions pertaining to allowing the City of Glen Cove Police Department (hereinafter "Police Department") to access and utilize the School District's property and facilities for training purposes; and

WHEREAS, both parties would benefit from the training, in that the City's police officers would gain valuable training to the advantage of the School District's employees and students; and

WHEREAS, pursuant to General Municipal Law §119-o, the School District and City wish to contract with one another to permit Police Department to access and utilize the School District's property and facilities for training purposes.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. TERM: The term of this Agreement shall commence on July 1, 202⁵~~4~~, and terminate on June 30, 202⁶~~5~~, unless earlier terminated or extended as provided herein.

2. SCOPE OF SERVICES: School District and City, believing it to be in the best interest of their taxpayers, do hereby authorize an intermunicipal cooperation agreement with and between each other for the purposes of allowing School District to permit Police Department to access and utilize the School District's property and facilities at for training purposes on mutually agreed upon dates in accordance with applicable law and as provided for in this Agreement.

3. INDEPENDENT CONTRACTORS: All employees and independent contractors of Police Department shall be deemed employees or independent contractors of City for all purposes and City alone shall be responsible for their work, personal conduct, direction, and compensation. City acknowledges that it will not hold itself, its officers, employees, and/or agents out as employees of School District. City's contractual relationship with School District extends only to the purposes and to the extent set forth in this Agreement, and its relationship to School District shall, during the periods of its services hereunder, be that of an independent

contractor. City shall not be considered as having employee status and shall not be entitled to participate in any of School District's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, City, its officers, its employees, and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges, or benefits derived from employment by School District. City agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. City shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. City shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between School District and its employees.

4. SCHOOL GROUNDS: It is understood and agreed that while on school grounds, City, its employees, and/or agents shall obey all School District rules and regulations and must follow all reasonable directives of School District's administrators and employees.

5. TERMINATION: The term of this Agreement shall be subject to the right of School District or City to terminate this Agreement for convenience upon thirty (30) days' prior written notice in which case such Agreement shall thereafter be null and void for all purposes.

6. MAINTENANCE OF DOCUMENTS: School District and City shall each maintain all documents and records created or maintained in connection with this Agreement for a period of six (6) years after the termination of this Agreement. Each party agrees to make those documents available for audit and inspection by any government official or agency with authority and/or jurisdiction over the provision of the services described herein.

7. INDEMNIFICATION: To the fullest extent permitted by law, City agrees to defend, indemnify, and hold harmless School District, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages, and expenses, including attorneys' fees, judgments, fines, and amounts, arising from any act, omission, error, recklessness, or negligence of City, its officers, directors, agents, or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

8. INSURANCE:

a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, City hereby agrees to effectuate the naming of School District as an additional insured on City's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

b. The policy naming School District as an additional insured shall:

- i. be an insurance policy from an A.M. Best A- rated or better insurer, licensed and admitted to conduct business in New York State.

- ii. state that City's coverage shall be primary and non-contributory coverage for School District, its Board, employees and volunteers.
- c. School District shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with School District. A completed copy of the endorsement must be attached to the certificate of insurance.
- d. The certificate of insurance must describe the specific services provided by City that are covered by the liability policies.
- e. At School District's request, City shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, City will provide a copy of the policy endorsements and forms.
- f. City agrees to indemnify School District for any applicable deductibles and self-insured retentions.
- g. Required Insurance:

- i. **Commercial General Liability Insurance:**
\$1,000,000 per occurrence/\$2,000,000 aggregate with coverage for sexual misconduct.

- ii. **Automobile Liability:**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

- iii. **Workers' Compensation, Employers' Liability/N.Y.S. Disability/N.Y.S. Paid Family Leave:**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits/N.Y.S. Paid Family Leave Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly to the WC Board online.

- iv. **Professional Errors and Omissions Insurance:**
\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of City performed under the contract for School District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or

agreement. Coverage shall remain in effect for two years following the completion of work.

v. **Umbrella/Excess Insurance:**

\$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverage.

- h. City acknowledges that failure to obtain such insurance on behalf of School District constitutes a material breach of contract. City is to provide School District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of School District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by School District.
- i. School District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). City further acknowledges that the procurement of such insurance as required herein is intended to benefit not only School District but also NYSIR, as School District's insurer.

9. **MODIFICATION:** Any alteration, change, addition, deletion, or modification of any of the provisions of this Agreement or any right either party has under this Agreement must be made by mutual assent of the parties in writing and signed by both parties.

10. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested to the above-listed address. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notices shall be delivered or mailed:

City of Glen Cove
9 Glen Street
City of Glen Cove, New York 11542

Theresa Kahan
Assistant Superintendent of Business
Glen Cove City School District
154 Dosoris Lane
City of Glen Cove, New York 11542

11. **GOVERNING LAW:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated

in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.

12. **SEVERABILITY**: If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such term, provision, covenant, or condition as applied to other persons, places, and circumstances shall remain in full force and effect.

13. **APPROVAL BY RESOLUTION**: The Board of Education of Glen Cove shall approve this Agreement pursuant to a duly adopted resolution presented to the Board at a duly convened meeting. City shall approve of this agreement pursuant to their own protocols. The individuals whose signatures appear hereafter, are duly authorized and empowered to execute this Agreement and to enter into such an Agreement on behalf the School District and City seeking to be bound by this Agreement.

14. **AUTHORIZED REPRESENTATIVE**: The undersigned representative of each party hereby represents and warrants that the undersigned is an officer, director, or agent of that party with full legal rights, power and authority to enter into this Agreement on behalf of that party and bind that party with respect to the obligations enforceable against that party in accordance with the terms contained herein.

15. **COUNTERPARTS**: This Agreement may be executed in counterparts. Further, a copy of a signature on a facsimile or electronic transmission of this Agreement shall have the same force and effect as if it were an original signature.

IN WITNESS WHEREOF, the undersigned hereby acknowledge that they have read and fully understand the foregoing Agreement and further, that they agree to each of the terms and conditions contained herein.

CITY OF GLEN COVE

GLEN COVE CITY
SCHOOL DISTRICT

By: _____

By: _____

Date: _____

Date: _____

Scope of Work
AT&T Wireless Cell Tower Communications Analysis

Subject: Independent engineering review study of a new AT&T Wireless tower facility

CTC Media Group, INC will prepare an independent engineering review of the engineering documentation in support of the proposed wireless site to be installed at 189 Forest Avenue, Glen Cove, NY. We will prepare a report documenting our technical analysis, describing the project components and the degree of compliance of the project with the City's wireless telecommunications municipal code and the Federal Communications Commission (FCC).

SCOPE OF WORK

Task A. Review Application Engineering Design

CTC will review the communications engineering design materials to ensure that the applicant's submission addresses all pertinent elements of the proposed site. CTC will prepare a technical report that summarizes the project findings and compliance with prevailing good engineering practice in the wireless industry.

The review and findings report will focus on the following sections:

- **Section 1. Review of the Applicant's technical exhibits.** This section will address the antenna mounting structure, radio equipment, equipment housing locations and auxiliary backup power that are to be installed at the wireless facility.
- **Section 2: Evaluation of the anticipated performance of the AT&T Wireless Site.** This section will include an independent analysis of the proposed coverage area that will be served by the new AT&T wireless facility.
 - Reliable coverage addressing service to AT&T customers in buildings, in vehicles, and open areas.
 - Examining the intensity of Radio Frequency Exposure power levels produced by the wireless transmission equipment and their compliance with FCC OET Bulletin 65.
 - The project's consistency with the City's wireless code and the FCC rules.

Project Management

Lee Afflerbach will serve as the project management tasks throughout this assignment and will provide oversight of scope, budget, contract management, scheduling of the project, and quality assurance for all work undertaken. Based on our experience with other clients, we do not envision a need for onsite inspection or meeting meetings with city staff.

ASSUMPTIONS

This scope of work is based on the following assumptions:

- City staff will serve as intermediaries to secure additional technical information or clarification from the applicant.
- The City will also be responsible for following up on all requests to the applicant for additional information.

SCHEDULE

CTC will commence work within 10 days of receiving a notice to proceed by the city. A draft report will be ready for review within 2 weeks of City's NTP proceed. The final report will be provided to the city within approximately 4 weeks.

Estimated Cost

The estimated cost for the technical analysis and documentation of our findings is \$4,500 to \$6,000 billed on an hourly basis at our current billing rate.



8H

JOB PROPOSAL

July 10, 2025

City of Glen Cove

9 Glen Street

Glen Cove, NY 11

ATTN: Recco Graziose and Spiro Tsirkas

Project: Fabrication / Installation of Golf Car Bridge 12th hole

We hereby submit specifications for the following as per list provided to Sherco:

- Provide Engineering details by New York State P.E. for reinforcement and repair of existing deck beams, diagonal deck bracing, and deck replacement using existing truss members (upper / lower chords, vertical / diagonal truss bracing) and installation of new deck boards provided by city
- Supply materials and labor to reinforce existing golf car bridge for rigging, handling, and repair
- Provide labor and equipment for transportation of components for repair
- Disassemble existing deck framing (cross beams and diagonal bracing) from trusses, inspect lower truss chords @ location of each existing welded connection, and determine whether or not further repair/reinforcement is necessary to lower truss chord
- Provide inspection of upper / lower truss chords for deterioration to determine if further reinforcement is necessary after dismantling
- Provide analysis by licensed NYS P.E. to existing truss components and analyze allowable truss loading
- Provide options/ costs associated for increasing capacity of structure to accommodate other golf course equipment
- Supply, fabricate and install new deck beams, cross bracing, and deck boards (provided by city, if suitable)
- Re-assemble all truss components and install decking provided as per drawings generated by licensed NYS P.E.
- Position newly repaired structure on existing foundation bearing points
- Coordinate and assist DPW/Golf Course personnel with requirements grading/paving approaches to structure.
- **NOTE: City of Glen Cove to be responsible for costs of labor, materials, and disposal fees of existing materials to be removed, replaced, or newly placed if modification to approaches are necessary. Additional work, if required will commence only upon written change order following negotiation agreeable by both parties.**
- Sherco to provide general liability and compensation insurance prior to commencement listing City of Glen Cove as additional insured.

Exclusions unless specifically noted above:

- Any and all engineering, reinforcement, repair and replacement of truss components



2 Park Place
Glen Cove, New York 11542
Office: 516.676.3028
Fax: 516.676.8028

- Sandblasting, painting, and coatings
- Any and all of the following items: all demolition related but not limited to steel / foundation installation, fume extraction and dust control during welding procedures; testing of welds, lead paint removal, fire watch labor,
- Local, county, state, and federal permits and required engineering including but not limited to EPA, NYS DEC, Fire Marshall, DOB to be responsibility of owner, required engineering, wetland protection (materials or labor required to stabilize soils), plantings, etc. to be by owner/others unless written change order is produced and approved.
- protection of any surfaces in occupied/unoccupied spaces, premium/overtime labor, permits and engineering, power and connections to power
- Conditions: site must be accessible by heavy duty trucks, staging area must be provided by owner, Sherco Services LLC assumes no responsibility or liability for any work done by others. Electricity must be provided for all equipment used by Sherco by others at local areas of work to be performed prior to commencement of work. If required, water/chemicals must be provided by others for fire safety.

We purpose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of **Three Hundred Thousand Dollars and Zero Cents \$300,000.00**).

Terms are 10% at mobilization/transportation of existing bridge, 25% upon completion of engineering, 30% upon completion of new truss and deck fabrication, 15% upon completion of foundations, 20% upon delivery and placement of structure.

A charge of 1 1/2 % per month will be added to all unpaid balances.

Any alteration or deviation from above specifications involving extra costs will be charged as additional work and will become an extra charge over and above this proposal. All agreements contingent upon strikes, accidents, or delays beyond our control. This proposal becomes a binding contract when signed by all parties. All materials provided by Sherco Services LLC are to remain the property of Sherco Services LLC until full payment is made in the amount listed above with the addition of any change orders/extra work charged. This contract cannot be overridden by any subsequent agreement stated verbally or in written contract form if detrimental to the benefit of Sherco Services LLC. Sherco Services LLC owns all rights

to the use of engineering provided in conjunction with this project till paid in full.

Respectfully submitted _____

Note – this proposal may be withdrawn by us if not accepted within 30 days, due to erratic increases in raw materials beyond our control.

Initials: _____

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

Date of Acceptance _____ Signature



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

BUDGET AMENDMENT

8I

Department: DW Roads

BUDGET YEAR 2025

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
45110.43501.249	State Aid - CHIPS		576,160.24
45110.43501.245	State Aid - PAVENY		134,237.12
115110.43501.249	State Aid - EWR		87,666.16
115110.43501.245	State Aid - POP		46,090.67
115110.55210.252	Road & Drainage Impr.	844,155.19	

Reason for Amendment:

To accept reimbursement from NYS
Consolidated Local Street & Highway Improvements
Program.

Department Head Signature: _____

Date: _____

6/30/25

City Controller Approval: _____

Date: _____

6/30/25

City Council Approval-Resolution Number: _____

Date: _____

BH BERKMAN HENOCK

PETERSON & PEDDY, P C

400 Garden City Plaza, Suite 320

Garden City, New York 11530

Telephone: (516) 222-6200

Facsimile: (516) 222-6209

8 R

July 18, 2025

Via E-Mail (Thenderson@glencoveny.gov) and First Class Mail

Tip Henderson, Esq.

City Attorney

9 Glen Street

Glen Cove, New York 11542

Re: City of Glen Cove v. AT&T - Action for Ejection

*Note: This Agreement Constitutes a Binding Legal
Contract and Should Be Reviewed Carefully*

Dear Mr. Henderson:

This letter will confirm that the City of Glen Cove ("City") has retained Berkman, Henoch, Peterson & Peddy, P.C., to represent it in connection with the above-referenced matter. The terms of our retention shall be as follows:

It is agreed that our fee for the services to be rendered in this matter will be based upon reduced hourly rates. As a courtesy to you, the hourly rate will be \$300.00 per hour. You understand that this hourly rate applies to all time expended relative to your matter, including, but not limited to, office meetings, conferences, telephone calls and conferences either placed by or placed to you, or otherwise made or had on your behalf or related to your matter. Our time is billed in minimum increments of one-tenth of an hour.

In addition to our services rendered, the City will be responsible for the payment of all disbursements incurred on its behalf. Such disbursements may include, but are not limited to, the cost of obtaining transcripts of any testimony, the service of private investigators, travel expenses, court filing fees, charges for process service, messenger fees, etc. Please be advised that BHPP will not advance any disbursement on the City's behalf. Prior to incurring any disbursement necessary to the prosecution or defense of your matter, we will advise you of the amount of the disbursement and require that you remit payment. Where the precise amount of the disbursement cannot be ascertained prior to the time it is incurred (for example, in the case of a deposition transcript) we will provide you with an estimated amount, which amount you agree to pay in advance. In the event that the estimated amount does not cover the full amount of the disbursement

City of Glen Cove

July 18, 2025

Page 2

ultimately incurred, we will bill you for the remaining amount. You acknowledge that the failure to timely pay disbursements may result in delaying the resolution of this matter.

This agreement does not cover our fee for services before appellate courts. In the event that such services are necessary, it will be the subject of a separate retainer agreement. It is specifically acknowledged that we make no representations to you, express or implied, concerning the outcome of the litigation presently pending, or hereafter to be commenced on your behalf. You further acknowledge that we have not guaranteed and cannot guarantee the success of any action taken by us on your behalf during such litigation.

You will be provided with a periodic statement of our fees and charges, not less frequently than every sixty (60) days, which will set forth an explanation of the services rendered and any disbursements incurred on your matter. All outstanding invoices must be paid within thirty (30) days of receipt. Upon receipt of our billing statements, you are expected to review it promptly and to bring to our attention any objection you may have to the statement. We will discuss any objection or questions which you have regarding this billing in an effort to resolve any outstanding issues. In the event that an invoice remains outstanding in excess of sixty (60) days, we reserve the right to apply to the court to be relieved as your counsel of record; which motion you agree not to oppose.

Payments must be made on or before the date due; and this firm reserves the right to suspend further activity on this matter or discharge any client who violates this provision of this agreement. Unpaid balances which are overdue shall be charged interest at the rate of nine percent (9%) per annum, as provided by statute along with any costs incurred in the collection of overdue balances including, but not limited to, reasonable attorney's fees and disbursements.

In the event of a fee dispute, you have the right to seek arbitration, which is binding upon both Berkman, Henoch, Peterson & Peddy, P.C. and you as the client. Should you wish to seek such arbitration, you should notify Berkman, Henoch, Peterson & Peddy, P.C. of that fact, in writing, and Berkman, Henoch, Peterson & Peddy, P.C. will provide you with the information required to file for such arbitration. You understand that any decision which results from such arbitration is binding on both parties.

We will keep you informed as to the status of the case, and agree to explain the laws applicable to your situation, the available course of action, and the attendant risks. We will notify you promptly of any developments in your case, including court appearances and will be available for meetings and telephone conferences with you at mutually convenient times.

If in our judgment there has been an irreparable breakdown in the attorney/client relationship, or material breach of the terms of this retainer agreement, we may decide to make application to the court in which your action is pending to be relieved as your attorney. In such event, you will be provided with notice of the application and the opportunity to be heard. Should any fees be due and owing to this firm at the time of our discharge, we shall have the right, in

addition to any other remedy at law or equity, to seek a charging lien, i.e., a lien upon the property which is awarded to you as a result of any judgment rendered in your case.

Court rules require us, as your attorneys, to certify court papers submitted by you which contain statements of fact, and specifically to certify that we have no knowledge that the substance of the submission is false. Accordingly, you agree to provide us with complete and accurate information which forms the basis of court papers and to certify in writing to us, prior to the time the papers are actually submitted to the court, the accuracy of the court submissions which we prepare on your behalf, and which you will review and sign.

By virtue of your retention of this firm to represent the City in this matter, it is evident that there is a dispute between the City and its adversary concerning various transactions and dealings. This dispute may, in the future, or may already have resulted in the commencement of litigation. Pursuant to both State and Federal law, in the course of litigation, you will be required to produce to your adversary all documents concerning this dispute, including documents, correspondence and any other materials, stored electronically. The City is required to fully cooperate with this firm, as your legal counsel, in the production of this evidence. Failure to produce these documents may result in the preclusion of evidence at trial, determination of claims and issues against the City and the imposition of monetary sanctions.

As required by law, this letter will constitute your formal acknowledgment that as of this date you are aware of a potential dispute/claim. This letter will further serve as your acknowledgment that we have advised you that you must retain in your records all documents, correspondence and materials relevant to the matter in dispute and your relationship to the opposing party. This includes all electronic data, computer records, electronic mail (email), digital images, or any other document stored by electronic means. In the event that any such data has previously been lost or destroyed either due to inadvertence, mistake, technical failure or pursuant to an existing policy for the deletion of electronic data, you agree to immediately advise us of the loss of this data, the date on which the data was lost, destroyed or purged, and the circumstances surrounding the loss/destruction of this data.

If this fee agreement meets with your approval, kindly sign your name where indicated and return the signature page only via email. We are also enclosing this firm's Client's Rights and Responsibilities.

City of Glen Cove
July 18, 2025
Page 4

Thank you for affording us this opportunity to be of service to you. We look forward to the successful resolution of this matter. In the event that you have any questions, please feel free to contact us immediately.

Sincerely,

BERKMAN, HENOCHE, PETERSON,
& PEDDY, P.C.

By: s/Joseph E. Macy
Joseph E. Macy

JEM/jlc
Enclosures

AGREED AND CONSENTED TO:

The City of Glen Cove

By: Tip Henderson, Esq.
City Attorney

Date _____

Statement of Client's Rights

Section 1210.1 of the Joint Rules of the Appellate Division amended April 15, 2013
(22 NYCRR §1210.1)

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and nonlawyer personnel in your lawyer's office.
2. You are entitled to have your attorney handle your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to discharge your attorney and terminate the attorney-client relationship at any time. (Court approval may be required in some matters, and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge.)
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged reasonable fees and expenses and to have your lawyer explain before or within a reasonable time after commencement of the representation how the fees and expenses will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any arrangement for fees and expenses that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.
5. You are entitled to have your questions and concerns addressed promptly and to receive a prompt reply to your letters, telephone calls, emails, faxes, and other communications.
6. You are entitled to be kept reasonably informed as to the status of your matter and are entitled to have your attorney promptly comply with your reasonable requests for information, including your requests for copies of papers relevant to the matter. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter and make informed decisions regarding the representation.
7. You are entitled to have your legitimate objectives respected by your attorney. In particular, the decision of whether to settle your matter is yours and not your lawyer's. (Court approval of a settlement is required in some matters.)
8. You have the right to privacy in your communications with your lawyer and to have your confidential information preserved by your lawyer to the extent required by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the New York Rules of Professional Conduct.
10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.

Statement of Client's Responsibilities

(Informational Statement Adopted by the New York State Bar Association)

1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.
2. The client's relationship with the lawyer should be one of complete candor and the client should apprise the lawyer of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.
3. The client must honor the fee arrangement as agreed to with the lawyer to the extent required by law.
4. All bills tendered to the client for services rendered pursuant to the agreed upon arrangement regarding fees and expenses should be paid when due.
5. A client who discharges the attorney and terminates the attorney-client relationship must nevertheless honor financial commitments under the agreed to arrangement regarding fees and expenses to the extent required by law.
6. Although the client should expect that his or her letters, telephone calls, emails, faxes, and other communications to the lawyer will be answered within a reasonable time, the client should recognize that the lawyer has other clients who may be equally deserving of the lawyer's time and attention.
7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number, address, email, or other electronic contact information, and respond promptly to a request by the lawyer for information and cooperation.
8. The client must realize that the lawyer is required to respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions that are unprofessional or contrary to law or the New York Rules of Professional Conduct.
9. The lawyer may decline to accept a matter if the lawyer has previous personal or professional commitments that will prohibit the lawyer from devoting adequate time to representing the client competently and diligently.
10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or a suitable working relationship with the client is not likely.