

Resolution 6A

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that in order to be in compliance with Nassau County Department of Health, the City Council hereby authorizes the Mayor to enter into an agreement, with Banker Construction Corp. for removal/replacement of vault roof for Old Tappen Road inter-connection with Locust Valley, in the amount of \$14,480.

Funding: H8300-52260-1834

Resolution 6B

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to enter into an agreement with Otis Elevator Company to provide team labor to conduct exploratory work to isolate piston leak issue and repair, for Senior Center elevator, in the amount \$9,961.60.

Funding: H7030-52240-1802

Resolution 6C

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**WHEREAS**, the Purchasing Agent was authorized to advertise for upgrades of the alarm system on the diesel tank at Duck Pond Road water well; and

**WHEREAS**, AARCO Environmental Services Corp., submitted the lowest responsible bid; and

**WHEREAS**, it is in the best interest of the City to accept such bid; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Purchasing Agent is hereby authorized to accept the lowest responsible bid of AARCO Environmental Services Corp., 50 Gear Avenue, Lindenhurst, New York 11757, in the total amount of \$9,995.

Budget Line: H8300-52260-1722

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**WHEREAS**, on August 22, 2017, the Glen Cove City Council adopted Resolution 6M, authorizing the Purchasing Agent to accept the lowest responsible bid of Commercial Instrumentation Services, 681 Grand Blvd #7, Deer Park, New York 11729, to provide HVAC Maintenance services; and

**WHEREAS**, at the March 13, 2018 meeting, the City Council approved Resolution 6B that, Commercial Instrumentation Services has not met their commitment to the City, by submitting a certificate of insurance required therein; and

**WHEREAS**, City later determined that such a resolution was in error and that the insurance requirements of Commercial Instrumentation Services had been met; and

**WHEREAS**, the City now desires to amend Resolution 6B to the extent that any reference to Commercial Instrumentation Services not meeting their commitment by submitting the required certificate of insurance be stricken and deleted; and

**NOW, THEREFORE, BE IT RESOLVED:**

1. The City Council hereby amends and deletes the portion of Resolution 6 B approved on March 13, 2018 that determined that Commercial Instrumentation Services did not meet their insurance obligations under the bid requirements or any reference of non-responsiveness;
2. The City Council hereby reaffirms all remaining aspects of Resolution 6 B approved at the March 13, 2018 Council meeting.

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby adopts a Social Media Policy for the City of Glen Cove employees as attached herewith.

(See Attached)

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**WHEREAS** the City Council believes that the City of Glen Cove would benefit from the formation of a Finance Committee to review and examine current procurement policies in place in the City of Glen Cove; (See Attached)

**WHEREAS**, the City Council wants to adopt a mission statement toward the formation of said committee;

**NOW BE IT RESOLVED**, that the City Council hereby adopts a Glen Cove Finance Committee Mission Statement;

**BE IT FURTHER RESOLVED**, that the appointment and selection of committee members is hereby reserved for a separate resolution of the City Council.

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**RESOLUTION AUTHORIZING INDIVIDUALS  
TO ACT ON BEHALF OF PLAN**

**WHEREAS**, City of Glen Cove (hereinafter, the “Employer”) established The City of Glen Cove Deferred Compensation Plan for the benefit of its employees and their beneficiaries;

**WHEREAS**, Employer is establishing or has established a Trust account for which AIG Federal Savings Bank serves as Trustee; and

**WHEREAS**, the Employer desires to authorize individuals holding certain positions with the Employer to act on behalf of the Plan;

**NOW, THEREFORE, BE IT RESOLVED** that the fullest authority has been invested in any individual (each an “Incumbent”) holding a position identified below according to the title of the position (each a “Designated Position”) for the duration of the period (the “Incumbency Period”) in which such Incumbent holds the Designated Position; that each Incumbent is empowered during his or her Incumbency Period to execute any documents that AIG Federal Savings Bank requires relevant to the opening or maintaining of an account for the Plan; and that each Incumbent is empowered during his or her Incumbency Period to take any and all action deemed by any Incumbent to be proper in connection with said account, including, but not limited to, being empowered to give written or oral instructions to AIG Federal Savings Bank with respect to account transactions.

**BE IT FURTHER RESOLVED**, that the responsibility and authority to take whatever actions and to execute whatever instruments that may be necessary or convenient for the day-to-day transactions and plan operations is granted to Mayor Timothy J. Tenke, Controller Sandra Clarson, and Personnel Officer John W. Charon.

Resolution 6H

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED,**

**H** Resolution authorizing the closure of Nassau Road, Titus Road and Club Road for the 5<sup>th</sup> Battalion Parade & Drill, June 16, 2018, 4:00 p.m. through 7:00 p.m.

Resolution 6I

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorize Nicholas Pedone Foundation, Ltd. to host their annual Nicholas Pedone 5K run/walk, on September 2, 2018, and the closing of the following roads, 8:30 a.m. to 11:30 a.m.:

Dosoris Lane  
Lattingtown Road  
Old Tappan Road  
Walnut Road

Resolution 6J

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Glen Cove Downtown DMA, Inc./Business Improvement District (BID) to host their annual “Downtown Sounds” on Friday nights, July 6, 2018 through August 31, 2018, to close School Street and Glen Street, and to erect lawn signs.

Resolution 6K

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**WHEREAS**, every eight minutes, one woman in the U.S. loses her battle with lung cancer; and

**WHEREAS**, lung cancer is the #1 cancer killer of women and men in the U.S.; and

**WHEREAS**, advocacy and increased awareness will result in screening and early detection for people with lung cancer that will ultimately save lives; and

**WHEREAS**, public support for research funding will result in better treatment and early detection methods that will ultimately save lives; and

**WHEREAS**, Lung Force is a national initiative led by the American Lung Association, to fight against lung cancer; now

**BE IT RESOLVED**, that City of Glen Cove hereby designates the second full week in May as Women's Lung Health Week throughout the City, and encourages all residents of Glen Cove to learn more about lung cancer, risk factors and screening options.

Resolution 7A

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby appoint the following persons to the Youth Bureau as indicated:

Name	Title	Hourly Rate	Effective	Budget Line
Nancy Dagress	Youth Services Worker	\$12.00	5/1/18 to 9/15/18	A7050-51123
Frank Koshel	Youth Services Worker	\$9.50	5/1/18 to 9/15/18	A7050-51123
Pallavi Mangal	Youth Services Worker	\$9.00	5/1/18 to 9/15/18	A7050-51123
Martha Ruiz-Reyes	Youth Services Worker	\$12.00	5/1/18 to 9/15/18	A7050-51123
Monica Salinas	Youth Services Worker	\$12.50	5/1/18 to 9/15/18	A7050-51123
Debora Solomito	Youth Services Worker	\$10.00	5/1/18 to 9/15/18	A7050-51123
Joann Sposato	Youth Services Worker	\$11.00	5/1/18 to 9/15/18	A7050-51123
Natalia Ventura	Youth Services Worker	\$16.00	5/1/18 to 9/15/18	A7050-51123
Valerie Vitale	Youth Services Worker	\$9.00	5/1/18 to 9/15/18	A7050-51123
Racquel Williams	Youth Services Worker	\$9.00	5/1/18 to 9/15/18	A7050-51123

Name	Title	Hourly Rate	Effective	Budget Line
Ana Zelaya	Youth Services Worker	\$8.50	5/1/18 to 9/15/18	A7050-51123
Kyhan Cullum	Youth Services Worker	\$10.50	5/1/18 to 9/15/18	A7050-51120
Franklyn Mickens	Youth Services Worker	\$13.00	5/1/18 to 9/15/18	A7050-51120
Kellie Paolillo	Youth Services Worker	\$16.00	5/1/18 to 9/15/18	A7050-51120
Maria Pita	Youth Services Worker	\$10.50	5/1/18 to 9/15/18	A7050-51120
Jasmine Rivero	Youth Services Worker	\$16.00	5/1/18 to 9/15/18	A7050-51120
Mozelle White	Youth Services Worker	\$12.50	5/1/18 to 9/15/18	A7050-51120
Christina Wiese	Youth Services Worker	\$10.00	5/1/18 to 9/15/18	A7050-51120
Richard Di Lorenzo	Youth Services Worker	\$10.00	5/1/18 to 9/15/18	A7050-51120
Aidan Borah	Laborer	\$8.50	6/1/18 to 11/30/18	A7050-51120
Annmarie McInnis	Laborer	\$8.50	6/1/18 to 11/30/18	A7050-51120
Anthony Aguilar	Laborer	\$8.50	5/3/18 to 11/30/18	A7050-51120
Anthony Cullum	Laborer	\$8.50	6/1/18 to 11/30/18	A7050-51120
Ashley Morace	Laborer	\$8.50	6/1/18 to 11/30/18	A7050-51120
Caitriona Greene	Laborer	\$8.50	6/1/18 to 11/30/18	A7050-51120
Dara Levy	Laborer	\$8.50	6/1/18 to 11/30/18	A7050-51120
Dominick DeChiara	Laborer	\$8.50	6/1/18 to 11/30/18	A7050-51120
Gabriela Jon	Laborer	\$8.50	6/1/18 to 11/30/18	A7050-51120
Justin Richardson	Laborer	\$8.50	6/1/18 to 11/30/18	A7050-51120
Keith Simpson	Laborer	\$8.50	6/1/18 to 11/30/18	A7050-51120
Max Garcia	Laborer	\$8.50	5/3/18 to 11/30/18	A7050-51120
Megan Fahey	Laborer	\$8.50	6/1/18 to 11/30/18	A7050-51120
Nicole Khaimov	Laborer	\$8.50	6/1/18 to 11/30/18	A7050-51120
Pedro Espino	Laborer	\$8.50	6/1/18 to 11/30/18	A7050-51120
Ryan Basil	Laborer	\$8.50	5/3/18 to 11/30/18	A7050-51120
Steven Bailey	Laborer	\$8.50	6/1/18 to 11/30/18	A7050-51120
Vicente Sangre	Laborer	\$8.50	5/3/18 to 11/30/18	A7050-51120
Vincenzo DiGraci	Laborer	\$8.50	6/1/18 to 11/30/18	A7050-51120



DATE: 01/29/2018

TO:  
Glen Cove Senior Center  
130 Glen Street  
-  
Glen Cove, NY 11542

FROM:  
Otis Elevator Company  
65 Fairchild Avenue  
Plainview, NY 11803

Taylor Palmer  
Phone: (516) 576-5997  
Fax: (860) 353-2947

EQUIPMENT LOCATION:  
Glen Cove Senior Ctr  
130 Glen Street  
Glen Cove, NY 11542

PROPOSAL NUMBER: TPL180129113755

MACHINE NUMBER(S) : 357333

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

Otis to provide team labor for two days to conduct exploratory work to isolate piston leak issue and repair.

If more in depth repair is required. Otis will advise.

**\*\*\*PLEASE NOTE \*\*\***

All work is to be performed during standard business hours, Monday-Friday, 8:30AM-4:30PM. Additionally, please note that a signed proposal must be returned with the appropriate down payment in order for work to proceed. Signed proposals can be faxed to (860) 353-2947 or emailed to Taylor.Palmer@Otis.com. Price below is subject to applicable sales tax unless tax exempt certificate is presented. Electronic Funds Transfer/ACH should be used to make payment, see page attached.

PRICE: **\$ 9,961.60**  
**Nine thousand nine hundred sixty-one dollars and sixty cents**

This price is based on a one hundred percent (100 %) downpayment in the amount of \$ 9,961.60.

This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Taylor Palmer  
Title: Account Manager  
E-mail: Taylor.Palmer@Otis.com

Accepted in Duplicate

CUSTOMER  
Approved by Authorized Representative

Otis Elevator Company  
Approved by Authorized Representative

Date:	_____	Date:	_____
Signed:	_____	Signed:	_____
Print Name:	- _____	Print Name:	<u>Ryan Grillo</u>
Title	- _____	Title	- _____
E-mail:	- _____		
Name of Company	- _____		

☐ Principal, Owner or Authorized Representative of Principal or Owner

☐ Agent: \_\_\_\_\_  
(Name of Principal or Owner)



## TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
  2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
  3. Payments shall be made as follows: A down payment of one hundred percent (100 %) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
  4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
  5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
  6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
  7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
  8. Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
  9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
- THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
  11. To the fullest extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
  12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.
  13. In furtherance of OSHA's directive contained in 29 C.F.R § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at [www.otis.com](http://www.otis.com) by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.
  14. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.



**AARCO Environmental Services Corp.**

April 23, 2018

15234812

City of Glen Cove  
9 Glen St  
Glen Cove NY 11542

Attn: Vincent Martinez

516-322-4219

V.Martinez@cityofglencoveny.org

Re: Tank Monitoring System Replacement/Tank #1 1000-gallon Diesel

Location: 105 Duck Pond Rd, Glen Cove

Dear Mr. Martinez,

**SCOPE:**

AARCO is pleased to provide you with the following proposal. All work will be performed in accordance with local, stated, and federal regulations. AARCO will supply the manpower, equipment and materials to replace the existing tank monitoring system.

AARCO will remove existing system and replace with a new OMNTEC Proteus monitoring system to include the following:

- Controller
- Printer
- Tank monitoring probe
- Tank annular space alarm sensor
- Remote annunciator
- Programming and tutorials

**COST**

Total Estimated Cost..... \$9,995.00

**NOTES**

- It is assumed that we are able to use existing conduit.
- It is assumed that the area is clear
- Price is based on non-union/non-prevailing wages.

**TERMS & AGREEMENTS:**

All documents and test results will be held until full payment is received.

Payment due upon completion. A late payment charge of 1.5% per month will be billed on all outstanding balances. Upon default of payment, the customer will be liable for all reasonable attorney fees, court costs and all other related expenses incurred as part of the collection of monies owed. This proposal is subject to all applicable taxes. 4% fuel surcharge.

Service Quote

Continued...

Invoice#: 1123

Date: 04/23/2018

**ACCEPTANCE OF PROPOSAL**

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

Date.....

Print.....

Sign.....

If you have any questions or concerns please don't hesitate to contact me @ (631) 586-5900.

Sincerely,

Mike Sepe  
Project Manager  
AARCO Environmental Services Corp.

H8300-52200-1034



**BANCKER**

**BANCKER CONSTRUCTION CORP.**  
 218 BLYDENBURGH ROAD  
 ISLANDIA, NY 11749  
 TEL: 631-582-8880  
 FAX: 631-582-3098

<b>To:</b>	City of Glen Cove	<b>Contact:</b>	Mike Colangelo
<b>Address:</b>	City Hall Glen Cove, NY 11542	<b>Phone:</b>	(516) 676-2000
		<b>Fax:</b>	(516) 676-3104
<b>Project Name:</b>	Remove / Replace Vault Roof	<b>Bid Number:</b>	2018156
<b>Project Location:</b>	Old Tappan Rd, Glen Cove - Inter Connection with Locust Valley	<b>Bid Date:</b>	3/9/2018

We hereby submit specifications and estimates for: Labor, Material & Equipment As Follows

**Description of Work:**

Line #	Item #	Item Description
	A	Demo / Dispose of exist meter vault roof slab.
	B	Furnish and install new pre cast top slab 7'x5'x8" thick with 48"x48" alum door, H2O loading without impact.

**Total Bid Price:** \$14,480.00

**Notes:**

- **Plus Tax If Applicable**
- **Exclusions Below:**
- Road Opening Permits
- Fees Associated With Inspection And/Or Connection
- Permit And Fees (Other Than Road Opening) Bancker Will Assist In Acquisition With All Costs Added To Invoice
- Retention
- Premium Time Work
- Responsibility For Utilities Not Correctly Marked Out In The Field
- Responsibility For Mark out Of Existing Utilities On Private Property
- Additional Work Due To Utility Interferences
- Additional Work Due To Unknown Buried Facilities
- Dewatering
- Demolition And/Or Removal Of Existing Utilities
- Furnish Premium Fill And Remove Unsuitable Material
- Contaminate Soil Or Buried Hazardous Materials
- Restoration Other Than Backfill

**Payment Terms:**

**This proposal not valid if not accepted within 30 days.** Payment to be made as follows: Net upon completion of our work. Interest at the rate of 1-1/2% per month shall be added to any balance remaining unpaid hereunto for more than Thirty (30) days from the time of payment specified.

If, after non-payment according to the terms hereof, we place collection of any amount due from you under this proposal in the hands of an attorney, we shall be entitled to collect from you, in addition to any amount due hereunder the expenses of collection together with a reasonable attorney's fee which, by acceptance of this proposal, is agreed to be twenty-five (25%) percent of any amount due hereunder.

<p><b>ACCEPTED:</b></p> <p>The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> <u>CITY OF GLEN COVE</u></p> <p><b>Signature:</b> <u>[Signature]</u></p> <p><b>Date of Acceptance:</b> <u>4/17/19</u></p>	<p><b>CONFIRMED:</b></p> <p><b>Bancker Construction Corp.</b></p> <p><u>[Signature]</u></p> <p><b>Authorized Signature:</b></p> <p><b>Estimator:</b> Michael S. Beyer        (631) 582-8880 MBeyer@Bancker.com</p>
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