

Resolution 6A

Resolution offered by Mayor Tenke and seconded by _____

WHEREAS, the Purchasing Agent was authorized to advertise for bids for the 2016 pavement striping; and

WHEREAS, Safety Marking, Inc., 225 Hancock Avenue, Bridgeport, Connecticut, submitted the lowest responsible bid; and

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

WHEREAS, the contract with the City allow the City to accept one (1) one year extension; and

WHEREAS, it is in its best interest of the City to extend the contract for another year; and

NOW, THEREFORE, BE IT RESOLVED that the Purchasing Agent is hereby authorized to extend the contract of Safety Marking, Inc., 225 Hancock Avenue, Bridgeport, Connecticut, for one (1) additional year in accordance with the terms of the 2016 contract with the City of Glen Cove.

Funding: H5110-52260-1524

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 Newport Professional Engineering, P.C., to prepare contractor bid documents, provide bid support and construction phase services during construction phase for court facade, for a total amount of \$3,500.

Resolution 6C

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 Newport Professional Engineering, P.C., to provide engineering services for Conceptual Design Phase for Finance Dept. Mezzanine Project, for a total amount of \$14,000.

Resolution 6D

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 Nelson & Pope Engineers & Surveyors, to provide engineering professional services and technical services relating to the review of the Stormwater Pollution Prevention Plan, for a total amount of \$5,450.

Resolution 6E

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 Prodoc Systems for the purchase of an infinity pressure sealer and annual service agreement, in the amount of \$3,952.50.

Funding: A1310-55407

Resolution 6F

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 Maccarone Plumbing, Inc., to provide inspection, testing and Maintenance for wet and dry pipe automatic fire sprinkler systems, for the Senior Center, in the amount of \$651.75 per year.

Funding: A7030-55438

Resolution 6G

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 Vanasse Hangen Burstlin Inc. (VHB), to provide traffic engineering services for Coles School subdivision, in a total amount of \$12,000.

Resolution 6H

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 Frank Ciotta & Associates, Inc. to perform appraisal services for 27 Cedar Swamp Road, in the amount of \$4,500.

Funding: A1420-55492

Resolution 6I

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby the City Attorney to settle the following claims in full and final settlement:

<u>Name</u>	<u>Amount</u>
Flynn & Lauriello PLLC and Eric Friedlaender	\$132,500

Resolution 6J

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby approve Budget Transfers as submitted and reviewed by the City Controller.

(See Attached)

Resolution 6K

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Church of St. Rocco to hold a procession for “Feast of Corpus Christi”, June 3, 2018, 11:00 a.m. to 1:00 p.m. and closing of the following streets:

Third Street
Wolfe Street
First Street

Resolution 6L

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Glen Cove Police Department to erect lawn signs, July 24, 2018 through August 8, 2018, to advertise “National Night Out”.

Resolution 6M

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the City to erect lawn signs May 26, 2018 through June 11, 2018, to advertise annual “Kids Day”.

Resolution 7A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Rocco Graziosi as Account Clerk, with the Finance Department, with an annual salary of \$40,511 (Grade 6, Step 0), effective May 23, 2018.

Resolution 7B

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Thomas Arena, Jose A. Diaz-Hernandez, Victor M. Miranda, Timothy J. Maher, Roosevelt Frazier and Andre Seaman appointed as seasonal Laborers, with Department of Public Works, at \$10.50 per hour effective May 23, 2018.

Budget Line A5110-51120

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints the following persons to Parks and Recreation as indicated:

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective Date</u>
Justin Muzante	Park Attendants	\$10.50 per hour	5/26/18 – 9/3/18
Steven Tripp	Park Attendants	\$10.50 per hour	5/26/18 – 9/3/18
Vincent Bertin	Park Attendants	\$9.50 per hour	5/26/18 – 9/3/18
Tajah Garner	Park Attendants	\$8.50 per hour	5/26/18 – 9/3/18
Darryl Brown	Park Attendants	\$8.75 per hour	5/26/18 – 9/3/18
Sara Prainito	Park Attendants	\$8.00 per hour	5/26/18 – 9/3/18
Anthony Ranieri	Park Attendants	\$8.00 per hour	5/26/18 – 9/3/18
Brett Rubin	Park Attendants	\$8.00 per hour	5/26/18 – 9/3/18
Emily Van Allen	Park Attendants	\$8.00 per hour	5/26/18 – 9/3/18
Joseph Villaran	Park Attendants	\$8.00 per hour	5/26/18 – 9/3/18
Joseph Yamond	Park Attendants	\$8.00 per hour	5/26/18 – 9/3/18
Ruben Santana	Lifeguards	\$12.50 per hour	5/26/18 – 10/1/18
Leah Dwyer	Lifeguards	\$12.50 per hour	5/26/18 – 10/1/18
Caroline Suozzi	Lifeguards	\$14.50 per hour	5/26/18 – 10/1/18
Joseph Suozzi	Lifeguards	\$12.50 per hour	5/26/18 – 10/1/18
Joseph C. Kiaer	Lifeguards	\$14.00 per hour	5/26/18 – 10/1/18
Michael J. Burrell	Lifeguards	\$14.50 per hour	5/26/18 – 10/1/18
Ryan Carmody	Lifeguards	\$14.00 per hour	5/26/18 – 10/1/18
Marissa Berka	Lifeguards	\$14.00 per hour	5/26/18 – 10/1/18
Jessica Dawes	Lifeguards	\$14.00 per hour	5/26/18 – 10/1/18
Livia Muzante	Lifeguards	\$12.50 per hour	5/26/18 – 10/1/18
Magdalene Muzante	Lifeguards	\$13.50 per hour	5/26/18 – 10/1/18
Ryan Porteus	Lifeguards	\$12.50 per hour	5/26/18 – 10/1/18
Stavros Lampeas	Lifeguards	\$12.50 per hour	5/26/18 – 10/1/18
Kathleen Lennon	Lifeguards	\$16.50 per hour	5/26/18 – 10/1/18
James O’Sullivan	Lifeguards	\$14.00 per hour	5/26/18 – 10/1/18
Nicholas Milanese	Lifeguards	\$12.00 per hour	5/26/18 – 10/1/18
Nicole Szafranski	Water Safety Instructor	\$15.75 per hour	5/26/18 – 10/1/18
Thomas Roel	Seasonal Laborer	\$9.00 per hour	5/23/18 – 11/30/18

Resolution 7D

Resolution offered by Mayor Tenke and seconded by _____

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

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective Date</u>
Shirley Winston	Seasonal Laborer	\$9.50 per hour	5/23/18 – 11/30/18
Dante Vigliotti	Seasonal Laborer	\$9.00 per hour	5/23/18 – 11/30/18

Budget Line: CR7140-51121



Municipal Engineering & Infrastructure
Civil/Site/Structural Design
Building & Site Inspections

May 10, 2018

Mr. Louis Saulino, PE
Director of Public Works
City of Glen Cove
9 Glen Street
Glen Cove NY 11542

Re: On-Call Engineering Services
Court Façade (Cornice & Associated Pediments) – Masonry Specifications

Dear Mr. Saulino:

Newport Professional Engineering, PC is pleased to provide the following scope of services relating to the above-captioned project. Per our initial understanding and based on review with Mr. Vincent Martinez, the following outlines a series of tasks *Newport PE* will provide;

I. SCOPE OF SERVICES

- a) Prepare masonry contractor bid documents conforming to NYSDOL labor rates, masonry repair technical specifications to 'spot' repair damaged horizontal cornice and associated pediments, and bid sheet; Provide ten (10) copies of bid book accordingly;
- b) Newport to provide bid support & construction phase services during construction phase; review of bids received; project 'kick off' meeting; shop drawing/product review; inspection during construction, review of contractor payment, and final sign off.

II. FEES & PAYMENT TERMS

- A. For the Scope of Services Item Ia - The Engineering Fee would be performed on a Lump Sum basis of \$ 7,500.00;

71 West Main Street, Suite 6
Oyster Bay, New York 11771
Tel: 516.922.2672
Fax: 516.922.2686
www.newportpe.com

- B. For the Scope of Services Item Ib - The Engineering Fee would be performed on a not to exceed of \$3,500.00;
- C. Reimbursable expenses are in addition to the fee for Professional Services and include items such as blueprinting and photocopying, photographic expenses, messenger service, express mail, and other minor administrative expenses shall be reimbursable as a separate cost.

Thank you for considering Newport Professional Engineering, P.C. for this project.

Very truly yours,

Nicholas J. DeSantis

Nicholas J. DeSantis, P.E.
Principal Engineer

71 West Main Street, Suite 6
Oyster Bay, New York 11771
Tel: 516.922.2672
Fax: 516.922.2686
www.newportpe.com



Municipal Engineering & Infrastructure
Civil/Site/Structural Design
Building & Site Inspections

May 10, 2018

Mr. Louis Saulino, PE
Director of Public Works
City of Glen Cove
9 Glen Street
Glen Cove NY 11542

Re: On-Call Engineering Services
Conceptual Design Phase – Finance Dept. Mezzanine Project

Dear Mr. Saulino:

Newport Professional Engineering, PC is pleased to provide the following scope of services relating to the above-captioned project. Per our initial understanding, the following outlines a series of tasks *Newport PE* will provide;

I. SCOPE OF SERVICES

- a) Kick off meeting with City of Glen Cove Finance & DPW personnel (Sandra Clarson & Vincent Martinez) to review proposed partial second floor mezzanine within City Hall Chambers project parameters;
- b) Perform cursory field measurements of existing partial first (Chambers/Teller Window) where proposed mezzanine is to be constructed; create architectural baseline plan, for concept purposes only;
- c) Prepare conceptual design plans (open air and closed air concept) for proposed structural steel framed mezzanine/office space layout and elevation view within City Hall Chambers;
- d) Provide renderings of floor plan and elevation view for each alternative;

71 West Main Street, Suite 6
Oyster Bay, New York 11771
Tel: 516.922.2672
Fax: 516.922.2686
www.newportpe.com

- e) Review project impacts for inclusion into an action plan for inclusion into capital budget estimate; items such as existing utilities affected, construction impacts, and temporary offices to be reviewed;
- f) Prepare initial engineer's estimate of project for Glen Cove's use in determining capital program cost estimate;

II. FEES & PAYMENT TERMS

- A. For the Scope of Services Items Ia-f - The Engineering Fee would be performed on a Lump Sum basis of \$ 14,000.00;
- B. Reimbursable expenses are in addition to the fee for Professional Services and include items such as blueprinting and photocopying, photographic expenses, messenger service, express mail, and other minor administrative expenses shall be reimbursable as a separate cost.

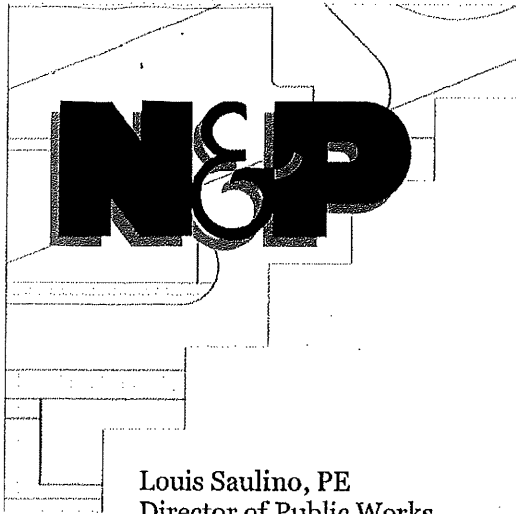
Thank you for considering Newport Professional Engineering, P.C. for this project.

Very truly yours,

Nicholas J. DeSantis

Nicholas J. DeSantis, P.E.
Principal Engineer

71 West Main Street, Suite 6
Oyster Bay, New York 11771
Tel: 516.922.2672
Fax: 516.922.2686
www.newportpe.com



NELSON & POPE
ENGINEERS & SURVEYORS

VICTOR BERT, P.E. • JOSEPH R. EPIFANIA, P.E. • ROBERT G. NELSON JR., P.E.
THOMAS F. LEMBO, P.E. • GARY S. BECKER, P.E.
GREGORY D. PETERMAN, P.L.S. • ERIC J. McFERRAN, P.E. • THOMAS C. DIXON, P.E.

572 WALT WHITMAN ROAD, MELVILLE NY 11747-2188
(631) 427-5665 • FAX (631) 427-5620 • NELSONPOPE.COM

April 10, 2018

Louis Saulino, PE
Director of Public Works
City of Glen Cove
City Hall
9 Glen Street
Glen Cove, NY 11542

Re: On-Call Professional Services
30 Sea Cliff Ave. SWPPP Review
N&P #17022 (N17X154.002)

Dear Mr. Saulino:

Nelson & Pope would like to take this opportunity to thank the City for the opportunity to assist them and to submit the attached Scope of Services and Fee Proposal for professional and technical services relating to the review of the Stormwater Pollution Prevention Plan (SWPPP) submitted to the City for 30 Sea Cliff Avenue pursuant to the conditions of our On-Call Contract with the City of Glen Cove.

If you have any questions or require additional information, please do not hesitate to contact Joseph Epifania, PE or myself. N&P and NPV look forward to continuing to provide professional services and assisting the City in meeting their obligations.

Very truly yours,
NELSON & POPE,
ENGINEERS & SURVEYORS

Robert G. Nelson, Jr P.E.

Approved by the City of Glen Cove

4/16/18
Date

SCOPE OF SERVICES AND FEE PROPOSAL
City of Glen Cove on Call Professional Services
30 Sea Cliff Avenue – Extra Space Storage SWPPP Review
April 10, 2018

Task A – Cursorily Review: Stormwater Pollution Prevention Plan (SWPPP)

1. As requested by the City Department of Public Works, perform a cursory review of the August 2017 project specific SWPPP, prepared by Bohler Engineering, for general compliance to the SPDES General Permit for Stormwater Discharges from Construction Activity (GP-0-15-002) and the NYS Stormwater Design Manual.
2. Prepare memorandum commenting on the SWPPP.
3. Distribute to the City for review and Comment.
4. At the City's direction, distribute the memorandum to the Owner/Applicant, the City Planning Board, project SWPPP preparer and to other individuals as identified by the City.

Task B – Initial Submittal Review: SWPPP

1. Review and comment on the initial August 2017 project specific SWPPP for compliance to the SPDES General Permit for Stormwater Discharges from Construction Activity (GP-0-15-002) and the NYS Stormwater Design Manual.
2. Prepare a detailed memorandum commenting on the SWPPP.
3. Distribute the memorandum to the City for their review and comment.
4. At the City's direction, distribute the memorandum to the Owner/Applicant, the City Planning Board, project SWPPP preparer and to other individuals as identified by the City.
5. The SWPPP review to be conducted by staff experienced in SWPPP preparation and review and by a NYS Licensed Professional Engineer.

Task C – Re-submittal Review: SWPPP

1. For each resubmittal, review and comment on the SWPPP resubmittal for compliance to the SPDES General Permit for Stormwater Discharges from Construction Activity (GP-0-15-002) and the NYS Stormwater Design Manual. The SWPPP review to be conducted by staff experienced in SWPPP preparation and review and by a NYS Licensed Professional Engineer.
2. Prepare a detailed memorandum commenting on the SWPPP.
3. Distribute the memorandum to the City for their review and comment.
4. At the City's direction, distribute the memorandum to the Owner/Applicant, the project SWPPP preparer and to other individuals as identified by the City.
5. Once the SWPPP is deemed satisfactory and compliant with the NYS requirements, prepare a memorandum to the City's Stormwater Management Officer recommending approval of the SWPPP.
6. Assist in coordinating with the filing of the Notice of Intent.

Fee Proposal: 30 Sea Cliff Avenue – Extra Space Storage SWPPP

Task A- Cursory Review:	\$ 1,200.00
Task B- Initial Submittal Review:	\$ 2,750.00
Task C- Resubmittal Review (Each Resubmittal)	\$ 1,500.00

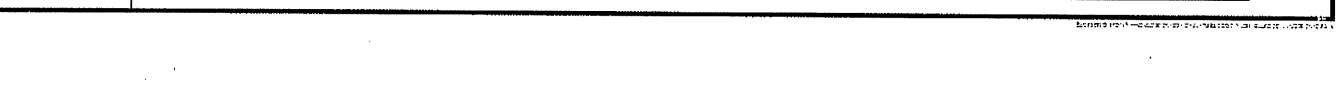
Task D – SWPPP Compliance Monitoring

Upon the request by the City for SWPPP Compliance Monitoring services during construction, the Team will prepare and submit a proposal to provide the monitoring services during construction.

Note: The time required per compliance visit and associated follow up for the Garvies SWPPP monitoring is dependent on the scope of the on-going construction; the experience and practices of the Contractor and quality of monitoring and record keeping by the Owner's NYSDEC Qualified SWPPP Inspector.

Task B – Additional Services

If additional services are requested by the City or the scope of the compliance visits expands due to the Owner, Contractor or Owner's NYSDEC Qualified SWPPP Inspector's apparent lax compliance with the SWPPP as determined by the City, Nelson & Pope will submit a supplemental Task Letter for approval and authorization by the City.



PRODOC SYSTEMS

Print and Mail Equipment Solutions

197 Spur Road
Dover, NH 03867
Direct: 603.953.6803 Toll Free: 800.852.8343
Email: clindsay@prodocsystems.com

Quotation

DATE 5/9/2018
Quotation # CSL-5918-TC-CGC
Customer ID TBD

Quotation For:

Sandra Clarson
City Controller
City of Glen Cove, New York
9 Glen Street
Glen Cove, New York 11542-4106

Quotation valid until: 6/8/2018

Prepared by: Chris Lindsay

Special Comments or instructions: Unit on site, customer trained. First run with tech onsite is only available with purchase of an ASA (see details below)

Sales Rep	PO#	SHIP DATE	SHIP VIA	F.O.B. Factory	TERMS
CSL			Freight		Net 30

QUANTITY	Item#	DESCRIPTION	UNIT PRICE	Discount	AMOUNT
1	LMQ	Infinity pressure seal folder	\$3,950.00	15%	3,357.50
					-
1	ASA-LMQ	Annual service agreement	\$595.00		595.00
		Includes: All parts, labor and travel			-
		Excludes consumables: Feed, belts,			-
		feed o-rings, drive belts. (all consum-			-
		ables have a 500K life expectancy)			-
					-
					-

By signing below you accept the terms and conditions as stated in the body of this proposal. Prodoc Systems does not collect sales tax in your state, please submit tax exempt form with order or disclose purchase directly to the state.

SUBTOTAL	\$ 3,952.50
TAX RATE	0.00%
SALES TAX	-
FREIGHT	0.00
TOTAL	\$ 3,952.50

Signature

Date

Print Name

THANK YOU FOR YOUR BUSINESS!



MAIN OFFICE
10 SEA CLIFF AVE.
GLEN COVE, NY 11542
T: 516-671-3232 (8AM-5:00PM)
T: 516-674-1553 (AFTER HOURS)
FAX: 516-671-3239

NEW YORK CITY
199-02 32ND AVENUE
FLUSHING, NY 11358
T: 718-634-3500

maccaroneplumbing.com

April 30, 2018

**Glen Cove Senior Center
130 Glen Street
Glen Cove, NY 11542**

**Re: Fire Sprinkler Contract
Glen Cove Senior Center
130 Glen Street
Glen Cove, NY 11542**

Dear Customer,

Enclosed herewith you will find 2 copies of the fire sprinkler inspection contracts for the above-mentioned. Please sign and return one copy of *the contract to my office along with your **remittance in the amount of \$651.75.*** Please be sure to make any corrections and/or additions to the information contained thereon. ***This is especially important with regards to contact information at the site address, as well as the information for the alarm company.***

*Please be advised that no inspections will be made until we have signed contracts back in our office, as well as payment for the annual fee. **If we are not in receipt of same within 60 days, we will assume you are choosing not to sign with us, and will void these contracts.*** If you have any questions regarding this matter, do not hesitate to contact the office.

Sincerely,

A handwritten signature in blue ink that reads 'Eileen Baltrus'.

Eileen Baltrus
Executive Assistant

EB/jkl

CC: John Maccarone



MAIN OFFICE
10 SEA CLIFF AVE.
GLEN COVE, NY 11542
T: 516-671-3232 (8AM-5:00PM)
T: 516-674-1553 (AFTER HOURS)
FAX: 516-671-3239

NEW YORK CITY
199-02 32ND AVENUE
FLUSHING, NY 11358
T: 718-634-3500

maccaroneplumbing.com

FIRE SPRINKLER CONTRACT
Inspection, Testing and Maintenance Contract
For Wet and Dry Pipe Automatic Fire Sprinkler Systems
06/29/18 to 06/28/19

This agreement made between Maccarone Plumbing Inc. and

Customer Name: Glen Cove Senior Center

Customer Street: 130 Glen Street

Customer City, State, Zip Glen Cove, NY 11542

Customer Phone Number: 759-9610

Customer Fax Number: 759-5331

Contact Name: Carol Waldman

Contact Email: _____

1. Customer owns or occupies site known as:

Site Name: Glen Cove Senior Center

Site Street: 130 Glen Street

Site City, State, Zip: Glen Cove, NY 11542

Site Phone Number: 759-9610

Site Fax Number: 759-5331

Site Contact Name: Carol Waldman

*****Please Complete or Correct the above information*****

Where there is installed (1) 4" Wet Pipe Automatic Sprinkler System at the above referenced address.

2. Maccarone Plumbing Inc. shall inspect said mechanical installation (4) times per year and shall report to the Customer all needed items of maintenance, repairs, and replacements, which in the judgment of Maccarone Plumbing Inc. to be necessary. Maccarone Plumbing Inc. will also post an inspection card on premises for review by the local jurisdiction and your insurance company personnel.
3. This agreement is *limited to Mechanical Inspections and testing, it does not include maintenance, alterations, repairs, or replacements* to the automatic sprinkler equipment. Unless otherwise noted on this agreement. Any repairs, alterations replacement shall be made by Maccarone Plumbing Inc. upon Customers order and acceptance by Maccarone Plumbing Inc. (***Except as noted herein**).
4. Maccarone Plumbing Inc. may at all reasonable times enter any part of said premises for the purpose hereof. All work is to be performed during normal working hours.

MACCARONE PLUMBING WILL PERFORM THE FOLLOWING SCHEDULED MAINTENANCE AT THE INTERVALS STATED BELOW:

QUARTERLY

Quarterly service includes a visual inspection of the following:

- a) Fire Department Connections
- b) Control Valves
- c) Alarm Valve
- d) Spare Sprinkler Heads and Emergency Head Wrench
- e) Alarm Devices
- f) Pressure Readings
- g) Dry Pipe Valves
- h) Trim Valves

ANNUALLY

Inspections, testing and maintenance of the following:

- a) A Water Flow Test Will Be Performed And The Results Recorded
- b) Test The Water Motor Alarm
- c) Inspect the Fire Department Connection and Related Equipment
- d) Inspection of Signage
- e) Exercise All Sprinkler Control Valves
- f) Conform That The Hydraulic Information Plate is Attached to The Riser If Applicable.
- g) Check Priming Water on The Dry Valve If Applicable
- h) Test quick opening device if applicable
- i) Test the Supervisory Switches On The Control Valves
- j) A Visual Inspection of All Sprinkler Heads and Pipe Hangers For Defects

- k) Before Freezing Weather, Inspect the Building to Assure Exterior Wall Openings Will Not Expose Wet Sprinkler Piping To Freezing Temperatures.
- l) Lubricate and operate all Above Ground Sprinkler Control Valves
- m) Exercise Underground Control Valves If Necessary
- n) Clean Strainers as Required
- o) Provide Written Reports of Inspection to The Customer

PAYMENT:

The customer agrees to pay the Contract Price in the amount of **\$600.00** per year plus applicable taxes.

Contract Prices are subject to yearly increases.

Customers to be notified thirty (30) days prior to the renewal date of this contract.

RATES:

Repairs and part replacements as well as emergency service calls will be charged to the Customer's account at the following rates:

MATERIAL @ 5% off list price

LABOR:

Regular Time	\$ 155.00 Per Hour
Overtime	\$ 232.50 Per Hour

*Labor rates are subject to yearly increases. Customer to be notified thirty (30) days prior to the renewal date of the contract. Weekly testing and inspection procedures will be the responsibility of the building owner or tenant. Maccarone Plumbing Inc. will instruct building personnel as to these procedures during the first annual maintenance and testing visit.

TERMS AND CONDITIONS:

- a. No changes in the terms hereof shall be binding upon either party unless approved in writing by an executive officer of each.
- b. Customer is required to keep a minimum temperature of 40 degrees Fahrenheit in all areas protected by the sprinkler system.
- c. This agreement takes effect on the date of acceptance by Maccarone Plumbing Inc. as indicated below and continues in effect for (1) one year
- d. Maccarone Plumbing Inc. reserves the right to cancel as inspection contract, without prior notification for:
 - a) Customer's non-payment of any invoices payable to Maccarone Plumbing Inc. within the terms of net 30 days
 - b) Sprinkler system shut down for more than thirty (30) consecutive days
 - c) Unable to access building or areas where sprinkler system is located for more than (2) consecutive months.

- e. This agreement is not transferable to future occupants, owners or agents of said site, and is automatically cancelled when the Customer relocates.
- f. Maccarone Plumbing Inc. is responsible for its errors or acts of negligence and shall carry appropriate insurance to cover such liability. The customer agrees to limit Maccarone Plumbing Inc.'s liability to the customer and to all other parties connected with the customer, such that the total aggregate liability of Maccarone Plumbing Inc to the Customer and others, due to Maccarone Plumbing Sprinkler's negligent acts, errors or omissions, shall not exceed the amount listed on the current Certificate of Insurance.
- g. Customer does hereby indemnify Maccarone Plumbing Inc. in connection with the loss of life, bodily or personal injury or property damage arising directly or from the installation, maintenance, use, repair, alteration, operation and replacement of the automatic fire sprinkler system and associated devices as described in this contract located at....**130 Glen Street**....including associated piping, valves and other components thereof, excepting only however, any suits, actions, damages, claims, liability costs and expenses, including reasonable attorney's fees directly incurred by reason of the gross negligence or willful misconduct of Maccarone Plumbing Inc.
- h. Excludes-Fire Pump Testing.

We require the following information in order to perform testing and maintenance.

Alarm Company Name: _____
Telephone Number: _____
Alarm Company Policy # _____
Alarm Company ID# for each system (or code name) _____

ACCEPTANCE BY OWNER:

DATE

ACCEPTANCE BY MACCARONE PLUMBING INC.

4/30/12 John Maccarone
DATE



Phone 631.787.3400
Fax 631.813.2545
www.vhb.com
Engineers | Scientists | Planners | Designers

100 Motor Parkway
Suite 135
Hauppauge, NY 11788-5120

Client Authorization

☒ New Contract

Date May 14, 2018

☐ Amendment No.

Project No. 83792.17

Project Name Traffic Engineering Services
Coles School Subdivision

		Cost Estimate	
		Amendment	Contract Total
To: Charles McQuair, Esq. Counsel, City of Glen Cove	Labor		
	Expenses		
	TOTAL		\$12,000.00
E-mail:	<input type="checkbox"/> Lump Sum	<input checked="" type="checkbox"/> Time & Expenses	
	<input type="checkbox"/> Cost + Fixed Fee	<input type="checkbox"/> Labor Multiplier	
Phone No:	Estimated Date of Completion:		

Scope of Services: See annexed proposal dated May 14, 2018.

Prepared By: Robert M. Eschbacher, P.E.

Department Approval:

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

☒ Subject to attached terms & conditions.

☐ Subject to terms & conditions in our original agreement dated

VHB Engineering, Surveying and Landscape Architecture, P.C.
Authorization

Client Authorization (Please sign original and return)

By _____

By _____

Print Kevin P. Walsh

Print _____

Title Managing Director, LI

Title _____

Date _____

Date _____



May 14, 2018

Ref: 83792.17

Charles G. McQuair Esq.
Counsel, City of Glen Cove
325 Glen Cove Forest Avenue
Sea Cliff, NY 11579

Re: Traffic Engineering Services
Coles School Subdivision

Dear Mr. McQuair:

In response to your request, VHB Engineering, Surveying and Landscape Architecture, P.C. (VHB) is pleased to submit this proposal for traffic engineering services in connection with the above matter.

PROJECT UNDERSTANDING

It is our understanding that the City of Glen Cove is considering the sale of a portion of the Coles School property to a not-for-profit organization (Tiegerman School), and subdividing the remaining portion of the property for sale. You have requested our assistance by providing traffic engineering services to advise the City during the process.

SCOPE OF SERVICES

VHB will provide traffic engineering services, as requested, in reviewing the site access, traffic generation, and internal circulation, and by attending meetings/hearings.

FEE SCHEDULE

VHB will provide the services described in this agreement on a time and expenses basis, in accordance with the attached rate schedule. Since the extent of our services will be dependent upon requests from representatives of the City and cannot be determined at this time, we suggest that a budget of \$12,000.00 be established, and this can be monitored and adjusted as necessary as our work proceeds.

Ref: 83792.17
Charles G. McQuair Esq. .
Counsel, City of Glen Cove
May 14, 2018
Page 2



ACCEPTANCE

If you have any questions or require any further information, please do not hesitate to contact the undersigned. If these terms are acceptable, please have an authorized person execute and return one copy of the attached Client Authorization.

Thank you for considering the services of VHB Engineering, Surveying and Landscape Architecture. We look forward to working with you on this matter.

Sincerely,

VHB Engineering, Surveying and Landscape Architecture, P.C.


Robert M. Eschbacher, P.E.
Principal

RME/ag
enc.



STANDARD TERMS AND CONDITIONS. The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

SCOPE OF SERVICES. VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

PERFORMANCE STANDARDS. VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

SCHEDULE. VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

PAYMENT. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If

services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

OWNERSHIP OF WORK PRODUCT. All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license



may be revoked for any failure of Client to perform under this Agreement.

CERTIFICATIONS. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

INSURANCE. VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

INDEMNITY. Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE

SAFETY. VHB will not be responsible for the acts or omissions of

contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

DISPUTE RESOLUTION. All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

LEGAL SUPPORT. To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent



acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.

DESCRIPTIVE HEADINGS AND COUNTERPARTS. The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

EXCLUSIVE REMEDIES. In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee,

representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

SEVERABILITY. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

TAXES. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

PROJECT SPECIFIC PROVISIONS. To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

AMERICANS WITH DISABILITIES ACT (ADA). Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

CLIMATE CHANGE/FLOOD ANALYSIS. Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

CONSTRUCTION PHASE SERVICES

SITE VISITS. VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for



the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

SHOP DRAWINGS. VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

GEOTECHNICAL SERVICES. Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

TANK INSPECTION. Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS. In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some

instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

**PROJECTS LOCATED IN FLORIDA.
FLORIDA STATUTES SECTION
558.0035 (2013), AN INDIVIDUAL
EMPLOYEE OR AGENT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR
ECONOMIC DAMAGES RESULTING
FROM NEGLIGENCE OCCURRING
WITHIN THE COURSE AND SCOPE
OF THIS AGREEMENT.**



VHB Engineering, Surveying and Landscape Architecture, P.C.
HOURLY BILLING RATES

Effective January 29, 2017

<u>BILLING CODE</u>	<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>
260	Principal 6	\$350
250	Principal 5	\$325
240	Principal 4	\$300
230	Principal 3	\$275
220	Principal 2	\$250
210	Principal 1	\$230
200	Technical/Professional 20	\$230
190	Technical/Professional 19	\$220
180	Technical/Professional 18	\$210
170	Technical/Professional 17	\$200
160	Technical/Professional 16	\$190
150	Technical/Professional 15	\$180
140	Technical/Professional 14	\$170
130	Technical/Professional 13	\$160
120	Technical/Professional 12	\$150
110	Technical/Professional 11	\$140
100	Technical/Professional 10	\$130
090	Technical/Professional 09	\$120
080	Technical/Professional 08	\$110
070	Technical/Professional 07	\$100
060	Technical/Professional 06	\$90
050	Technical/Professional 05	\$80
040	Technical/Professional 04	\$70
030	Technical/Professional 03	\$60
020	Technical/Professional 02	\$50
010	Technical/Professional 01	\$40
350	Technical/Support 5	\$80
340	Technical/Support 4	\$70
330	Technical/Support 3	\$60
320	Technical/Support 2	\$50
310	Technical/Support 1	\$40
500	Court Testimony Starts at	\$300

Reimbursable and sub-consultant expenses are billed at cost plus 10%.



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

BUDGET TRANSFER FORM

DEPARTMENT: Finance

BUDGET YEAR 2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1310-55443	TECHNICAL SERVICES		\$3,952.50
A1310.55407	EQUIPMENT RENTAL	\$3,952.50	

Reason for Transfer:

TRANSFER TO PURCHASE THE LMQ PRESSURE SEAL FOLDER

Department Head Signature:

Sandra Clarson

Digitally signed by Sandra Clarson
DN: cn=Sandra Clarson, o=City of Glen Cove, ou,
email=sclarson@cityofglencoveny.org, c=US
Date: 2018.05.09 17:51:00 -04'00'

Date:

5/10/18

City Controller Approval:

Sandra Clarson

Digitally signed by Sandra Clarson
DN: cn=Sandra Clarson, o=City of Glen Cove, ou=Finance
Dept, email=sclarson@cityofglencoveny.org, c=US
Date: 2018.04.06 11:03:37 -04'00'

Date:

City Council Approval – Resolution Number:

Date: