

Resolution offered by Mayor Tenke and seconded by _____

RESOLUTION AUTHORIZING THE CITY OF GLEN COVE TO ENTER INTO AN INTER-MUNICIPAL AGREEMENT WITH THE COUNTY OF NASSAU TO ACCEPT A GRANT IN THE AMOUNT OF \$73,127.00 FOR THE PROCUREMENT OF PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR THE GLEN COVE FIRE DEPARTMENT

WHEREAS, the City of Glen Cove and the County of Nassau recognize the need to more efficiently utilize the tax dollars of our residents; and

WHEREAS, the County of Nassau would like to make certain resources available to the City of Glen Cove when it is in the public interest; and

WHEREAS, the County of Nassau would like to provide certain funds to the City of Glen Cove in the form of a grant in order to purchase PPE Fire Equipment to protect the City's first responder's capability in furtherance of the Nassau County Fire Mutual Aid Plan; and

WHEREAS, the City has determined that such shared resources provide a benefit of the residents of the City and of the County of Nassau; and

WHEREAS, the General Municipal Law authorizes municipalities to enter into inter-municipal agreements, and

BE IT RESOLVED that the City Council of Glen Cove hereby authorizes the following:

1. The City Council hereby adopt the inter municipal agreement dated August 27, 2019;
2. The Mayor is hereby authorized to enter into an inter-municipal agreement with the County of Nassau for the purchase of said equipment in accordance with the agreement herein.

Resolution offered by Mayor Tenke and seconded by _____

Authorizing the approval of Supplemental Agreement #1 with New York State Department of Transportation for Detailed Design phase funds and the start of the next phase of the project for Downtown District Pedestrian Improvements by L.K. McLean Associates, P.C.

WHEREAS, on October 10, 2017, the City Council adopted Resolution 6A, which authorized the implementation, and funding in the first instance, 100% of the Federal-aid eligible costs, of a transportation Federal-aid project, the Pedestrian Improvements for Glen Cove Downtown Business Improvement District (“BID”) Project, and appropriating funds therefore; and

WHEREAS, the New York State Department of Transportation (“NYSDOT”) designation for this project is PIN 0761.38; and

WHEREAS, the Professional Engineering and Construction Management/Construction Inspection (“CM/CI”) Services for the Pedestrian Improvements for Glen Cove Downtown BID Project, as well as Construction, are funded through the above-stated NYSDOT PIN, with \$362,208 in Federal funding (80%) and \$90,552 in local City match (20%); and

WHEREAS, on March 27, 2018, the City Council adopted Resolution 6G, which accepted the proposal of L.K. McLean Associates, P.C., to provide Professional Engineering and CM/CI Services to the City of Glen Cove for the Pedestrian Improvements for Glen Cove Downtown BID Project, and authorized the start of the first phase of the project; and

WHEREAS, the City has received Federal and State authorization for the next phase of the project, Detailed Design; and

WHEREAS, additional funding for the next authorized phase of the project has been transferred to PIN 0761.38 through Supplemental Agreement #1 of State and Local Agreement D035828; and

WHEREAS, the next authorized phase of the project has a total cost not to exceed \$35,000;

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby approves and finds that:

1. The Mayor of the City of Glen Cove is hereby authorized to execute Supplemental Agreement #1 on behalf of the City of Glen Cove with NYSDOT in connection with the advancement of the project and the City of Glen Cove’s first instance funding of the Federal and non-Federal share of project costs concerning PIN 0761.38; and
2. A certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to Supplemental Agreement #1; and

L.K. McLean Associates, P.C. is authorized to proceed with the next phase of this project, Detailed Design, for an amount not to exceed \$35,000.

Resolution 6C

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the purchase of a Stryker Power Load and a Power Stretcher, and authorizes the Mayor to enter into service agreement with Stryker, with price being obtained from the sole source vendor of \$55,109.59.

Funding: A 4540-41641

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 equipment maintenance contract with All-Ways Elevator, Inc., to provide necessary maintenance for passenger elevator at EMS, at a rate of \$689 every two (2) months, effective July 1, 2019 through April 30, 2020.

Funding: A 4540-55407

Resolution 6E

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to accept the proposal of and enter into an agreement with Otis Elevator to install a new closed loop door operator, including repairs, labor and materials for the Senior Center elevator, in the amount of \$16,200.

Funding: H 7030-52240-1802

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 Quincy Compressor, to provide preventative maintenance service of an air compressor, for Department of Public Works garage, in the amount of \$1,250 annually, effective for five (5) years.

Funding: A 1640-54301

Resolution 6G

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a Shared Service Agreement with New York State Department of Transportation (NYSDOT), to share services, exchange or lend materials or equipment, which shall promote and assist the maintenance of State and Municipal roads and highways, in an amount not to exceed \$25,000

Resolution 6H

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to accept the proposal of and enter into an agreement with Boccia Inc., to dewater soils below the Police Department building's basement flooring, at a cost not to exceed \$3,875.

Funding: A3120-55420

Resolution 6I

Resolution offered by Mayor Tenke and seconded by _____

WHEREAS, the Purchasing Agent was authorized to advertise for bids for court facade (Cornice) masonry restoration work; and

WHEREAS, Chase Building Renovation, Inc., 1936 Hempstead Turnpike Suite 179, East Meadow, NY 11554, submitted the lowest responsible bid; and

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

NOW, THEREFOR, BE IT RESOLVED, that the Purchasing Agent is hereby authorized to accept the low bid of \$65,861.00 for the court facade (Cornice) masonry restoration work.

Funding: H5110-52240-1815

Resolution 6J

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council approve Budget Transfers and Amendments as submitted and reviewed by the Mayor’s Office.

(See Attached)

Resolution 6K

Resolution offered by Mayor Tenke and seconded by _____

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

| <u>Name</u> | <u>Claim Number</u> | <u>Amount</u> |
|---------------------|---------------------|---------------|
| John Alessandri | 19-2686 | \$1,965.38 |
| Wilber & Associates | 19-2677 | \$6,201.68 |
| Maxine Mayreis | 15-2537 | \$7,000 |

Resolution 6L

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Friends Academy to host their annual “Fall Fair”, October 5, 2019, annual bonfire October 4, 2019, and to erect lawn signs to advertise same.

Resolution 6M

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Hermandad Latin-American Fraternity of El Senor De Los Milagros of Glen Cove Incorporated to host their annual “Procession” on October 13th, 2019, 1:30 p.m. through 6:00 p.m., and the closing of Pearsall Avenue between Walnut Road and Saint Patrick’s Church.

Resolution 6N

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Glen Cove Jr. Soccer to host their annual Soccer Parade, September 7, 2019 and the closing of the following streets 9:30 a.m. to 11:30 a.m.:

Closing:

- Forest Avenue
- School Street
- Brewster Street
- Pratt Blvd.
- Glen Cove Avenue
- Morris Avenue

Resolution 6O

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Yelena Quiles to attend 14th Annual NYSAMPO Long Island Regional Conference and Tradeshow, October 22 – 24, 2019, at East Wind Conference Center, at an estimated cost of \$626.26.

Funding: A1310-55442

Resolution 6P

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Tina Pemberton to attend NYCOM Fall Training, September 16 – 19, 2019, in Saratoga Springs, New York, at an estimated cost of \$1,544.80.

Funding: A1410-55442

Resolution 6Q

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Jason Heller to attend Pulse Check 2019, September 12 – 15, 2019, in Suffern, New York, at an estimated cost of \$725.

Funding: A45405-5442

Resolution 6R

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Justin M. Valeo, Eugene B. McGuire, Jr., Robert M. Sujeski, Rafal Haluch and Michael MacMenamie to attend Firehouse Expo Seminar, in Nashville, Tennessee, at an estimated cost of \$2,108.25 per person.

Funding: A34105-5442

Resolution 6S

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby waive the requirements to resubmit any request to erect political signs every thirty days, prior to Election Day, November 5, 2019.

Resolution 6T

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Glen Cove Democratic Committee to erect temporary political signs at the following locations, August 28, 2019 through November 12, 2019:

- 220 Glen Cove Avenue
- 155 School Street
- 1 Dosoris Lane
- 1 Roosevelt Street
- 2 Alexander Place
- 236 Glen Cove Avenue
- 136 Highland Road
- 32 Cottage Row
- 65 Glen Cove Avenue
- 4 Shore Road
- 112 Glen Cove Road
- 77 New Woods Road
- 80 Walnut Road

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Glen Cove Republican Committee to erect temporary political signs at the following locations, August 28, 2019 through November 12, 2019:

5 & 7 Cedar Swamp Rd.
111 Sea Cliff Ave.
100 Walnut Rd.
37 Town Path.
13 Cedar Swamp Rd.
62 Dosoris Lane
146 Sea Cliff Ave.
6 Frost Pond Rd.
47 Southridge Dr.
36 Pearsall Ave.
15 Cedar Swamp Rd.
100 Elm Ave.
3 Daugherty St.
59 Sea Cliff Ave.
52 Duck Pond Road
150 Forest Avenue
123 Elm Avenue
297 Glen St.
73 Cedar Swamp Rd.
220 Glen Cove Avenue
232 Glen Cove Avenue
80 Forest Avenue
9 Walnut Rd.
1A Center Street
Corner Club and Titus Road
Triangle Brewster St. – Cottage Row – Forest Avenue
8 Valentine Avenue
50 Hazel Street
1 Roosevelt Street
4 Landing Road
114 Sea Cliff Avenue
17 Oak Lane
18 Oak Lane

Resolution 6V

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Friends of Gaitley to erect temporary political signs at the following locations, August 28, 2019 through November 12, 2019:

- 163 Landing Road
- 165 Landing Road
- 2 Alexander Place
- 13 Germaine Street
- 15 Elm Avenue
- 23 Germaine Street

Resolution 6W

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Nicholas Pedone Foundation to erect signs August 22, 2019 through September 1, 2019, at the following locations, to advertise annual “Nicholas Pedone 5K Walk.”

- Entrance into Glen Cove – Glen Cove Road
- Pratt Park
- Police Department

Resolution 6X

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes North Country Reform Temple to erect twenty (20) lawn signs August 28, 2019 through September 8, 2019, to advertise annual “Open House”.

Resolution 6Y

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to accept the proposal of enter into contract with Healthplex Inc. for the provision of dental and vision insurance benefits for employees represented by the Glen Cove PBA to be effective October 1, 2019.

Resolution 7A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Michael A. Piccirillo as City Controller, with Finance Department, \$140,000 annual salary, effective August 28, 2019.

Funding: A1310 - 51101

Resolution 7B

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Rocco Graziosi as Project Manager, with Department of Public Works, Grade 13, Step 1, annual salary of \$52,125, effective August 28, 2019.

Funding: A1490 - 51101

Resolution 7C

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Kaitlin Maccarone as Park Attendant, with Parks and Recreation, \$10.00 per hour, effective August 9, 2019 through September 2, 2019.

Funding: A7140 - 51120

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby adjusts the hourly salaries for the following persons, in the Youth Bureau, as indicated, effective April 1, 2019 through November 20, 2019, as indicated:

| <u>Name</u> | <u>Original Salary</u> | <u>Amended to</u> |
|----------------|------------------------|-------------------|
| Ashley Morace | \$7.75 per hour | \$9.50 Per hour |
| Grace Spoto | \$7.75 per hour | \$8.50 per hour |
| Nick Kodis | \$7.75 per hour | \$8.50 per hour |
| Tigist Willson | \$7.75 per hour | \$8.50 per hour |
| Dylan Pajuelo | \$7.75 per hour | \$8.50 per hour |

AGREEMENT BETWEEN THE COUNTY OF NASSAU, NEW YORK AND THE CITY
OF GLEN COVE IN RELATION TO INTERMUNICIPAL COOPERATION

THIS AGREEMENT ("Agreement") made and dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, by and between the County of Nassau, a municipal corporation, having its principal offices at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and the City of Glen Cove having its principal offices at 9 Glen Street, Glen Cove, New York 11542 ("CITY").

WITNESSETH:

WHEREAS, it is in the best interests of the County and the CITY to share resources in the undertaking of municipal improvement projects and other purposes, as authorized by Article 5-G of the General Municipal Law ("GML") of the State of New York;

WHEREAS, each party hereto has certain resources, including equipment, personnel and financing which is available to carry out such projects and purposes;

WHEREAS, it is possible to make such resources available for mutual use when it is in the public interest;

WHEREAS, it is desirable for the County and the CITY to undertake a certain project as authorized by the GML through this Agreement; and

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

Section 1. The County and the CITY each represent that they are authorized, pursuant to Article 9, § 1 of the New York State Constitution and Article 5-G of the GML to enter into intergovernmental agreements to undertake the project, as described herein.

Section 2. The County and the CITY, believing it to be in their respective best interests, do hereby authorize inter-municipal cooperation for the project as hereinafter defined.

Section 3. Under all applicable rules of public bidding and procurement, the CITY will undertake a project to purchase personal protective gear and related items, all with a useful life of no less than five (5) years, to assist the Fire Department in providing emergency services for the Department and in furtherance of the County Fire Mutual Aid Plan ("Project"). The CITY represents and warrants that it has completed its review of the project pursuant to the applicable provisions of the New

York State Environmental Quality Review Act ("SEQRA") and has provided the County with documentations evidencing its SEQRA compliance.

Section 4. The County shall provide SEVENTY-THREE THOUSAND ONE HUNDRED TWENTY-SEVEN DOLLARS (\$73,127.00) ("Funds") to the CITY for the purchase of goods and services in connection with the Project. Payment shall be made to the CITY in arrears and on a reimbursement basis and shall be contingent upon (i) the CITY submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the County and/or the County Comptroller or his/her duly designated representative (the "Comptroller").

Section 5. The CITY shall use these Funds solely for the Project no later than five (5) years from the execution of this Agreement. The County's role in the Project shall be limited to providing the Funds. Accordingly, the County shall have no responsibility or liability to any person or entity for any element of the Project.

Section 6. The CITY shall (i) as between the County and the CITY, accept full ownership, liability, and maintenance responsibilities for the Project; and (ii) grant to the County and its residents access to the Project equal to access enjoyed by residents of the CITY for a period of at least five (5) years. The County shall not be obligated to contribute any funds or incur any costs or burdens associated with its use.

Section 7. Regardless of whether required by Law (as defined herein), the CITY shall, and shall cause its agents to, conduct their activities in connection with this Agreement so as not to endanger or harm any person or property. The CITY shall deliver services under this Agreement in a professional manner consistent with applicable best practices. The CITY shall ensure that all approvals, licenses, and certifications ("Approvals") which are necessary or appropriate are obtained.

Section 8. The County and the CITY shall comply with any and all federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with their performance under this Agreement. In furtherance of the foregoing, the CITY is bound by and shall comply with the terms of Appendices EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

Section 9. The CITY shall maintain and retain, for a period of six (6) years following

the termination of this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to its individual performance under this Agreement. Such Records shall at all times be available for audit and inspection by the County Comptroller, or any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefor, and any of their duly designated representatives. The provisions of this Section shall survive termination of this Agreement.

Section 10.

- a) The CITY shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees and agents ("Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorney's fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the CITY or any agent of the CITY in the maintenance and control of the Project undertaken pursuant to this Agreement, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.
- b) The CITY shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the CITY's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the CITY shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- c) The CITY shall, and shall cause its agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding.
- d) The provisions of this Section shall survive termination of this Agreement.

Section 11. Nothing contained herein shall be construed to create an employment or principal-agent relationship, or a partnership or joint venture, between the County and any officer, employee, servant, agent or independent contractor of the CITY, or between the CITY and any officer, employee, servant, agent or independent contractor of the County, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever.

Section 12. Notwithstanding any other provision of this Agreement:

- a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other amendments of this Agreement) to any person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive or his/her designee.
- b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

Section 13. This Agreement represents the full and entire understanding and agreement between the County and the CITY with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

Section 14.

- a) The undersigned representative of the County of Nassau hereby represents and warrants that the undersigned is an officer, director or agent of the County of Nassau with full legal rights, power and authority to sign this Agreement on behalf of the County of Nassau and to bind the County of Nassau with respect to the obligations enforceable against the County of Nassau in accordance with its terms.
- b) The undersigned representative of the CITY hereby represents and warrants that the undersigned is an officer, director or agent of the CITY with full legal rights, power and authority to sign this Agreement on behalf of the CITY and to bind the CITY with respect to the obligations enforceable against the CITY in accordance with its terms.

IN WITNESS WHEREOF,

The City of Glen Cove

By _____ Date _____

COUNTY OF NASSAU

By _____ Date _____
Deputy County Executive

Print Name _____

EXECUTE in BLUE INK.

STATE OF NEW YORK)

) ss:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2019 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; and that he or she signed his or her name hereto and has executed the above instrument.

NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2019 before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____ County; that (s)he is the County Executive or _____ Chief Deputy County Executive or _____ Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- a. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- b. At the request of the County 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, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- c. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County 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.
- d. The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.
- e. The Contractor shall, in its advertisements and solicitations for Subcontractors,

indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

- f. Contractors must notify and receive approval from the respective CITY Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- g. Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- h. At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- i. In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- j. Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- k. A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE

compliant or considered breach of the County Contract.

- i. The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
 - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
- m. The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the CITY Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County 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 County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County 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. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be

required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring CITY head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

FIRE-END & CROKER CORPORATION

SINCE 1911

1897 Chester Drive
East Meadow, New York 11554
E-Mail: FireEnd@AOL.Com

Main Office
7 Westchester Plaza
Phone: 1-800-759-3473 Fax: 1-914-592-3892

QUOTE

For the

GLEN COVE FIRE DEPARTMENT

April 22, 2019

| QUAN | EQUIPMENT | COST | TOTAL |
|------|---|--------------|--------------------|
| 32 | Complete Set of Lion Turnout Super Deluxe PBI Natural Turnout Gear Includes Coat, Pant, and Suspenders. As per Glen Cove FD Custom Specification | \$2,285.20 | \$73,126.40 |
| | | Tax | Exempt |
| | | Shipping | No Charge |
| | | TOTAL | \$73,126.40 |

Respectfully,

John J. O'Brien Sr
Fire-End & Croker Corp

Sponsor: **City of Glen Cove**
PIN: **0761.38** BIN: _____
Comptroller's Contract No. **D035828**
Supplemental Agreement No. **01**
Date Prepared: **07/17/2019** By: **(TA)**
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 1 to D035828 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

City of Glen Cove (the Sponsor)
Acting by and through the **Mayor**
with its office at **9 Glen Street, Glen Cove, NY 11542**.

This amends the existing Agreement between the parties in the following respects only (check applicable categories):

Amends a previously adopted Schedule A by (check as applicable):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
 - adding additional funding (check and enter the # phase(s) as applicable):
 - adding phase _____ which covers eligible costs incurred on/after / /
 - adding phase _____ which covers eligible costs incurred on/after / /
 - increasing funding for a project phase(s)
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other (_____)

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by adding Appendix 2-S – Iran Divestment Act:

Amends the text of the Agreement as follows (insert text below):

Sponsor: **City of Glen Cove**
PIN: **0761.38** BIN: _____
Comptroller's Contract No. **D035828**
Supplemental Agreement No. **01**
Date Prepared: **07/17/2019** By: **(TA)**
Initials

Press F1 for instructions in the blank fields:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

}ss.:

COUNTY OF _____

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

BY: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law § 112

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 0761.38**

| | | | |
|---|--|---|--------------|
| OSC Municipal Contract #: D035828 | Contract Start Date: 10/26/2017 <small>(mm/dd/yyyy)</small> | Contract End Date: 12/31/2024 <small>(mm/dd/yyyy)</small> <input checked="" type="checkbox"/> Check, if date changed from the last Schedule A | |
| Purpose: <input type="checkbox"/> Original Standard Agreement <input checked="" type="checkbox"/> Supplemental Schedule A No. 1 | | | |
| Agreement Type: <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): City of Glen Cove <input type="checkbox"/> State Administered Other Municipality/Sponsor (if applicable): | | | |
| <small>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</small> | | | |
| <input type="checkbox"/> Municipality: % of Cost share | | | |
| <input type="checkbox"/> Municipality: % of Cost share | | | |
| <input type="checkbox"/> Municipality: % of Cost share | | | |
| Authorized Project Phase(s) to which this Schedule applies: <input checked="" type="checkbox"/> PE/Design <input type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input type="checkbox"/> Construction/CI/CS | | | |
| Work Type: HWY SAFETY | | County (If different from Municipality): Nassau County | |
| Marchiselli Eligible <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>(Check, if Project Description has changed from last Schedule A):</small> <input type="checkbox"/> | | | |
| Project Description: Downtown District Pedestrian Improvement Project | | | |
| Marchiselli Allocations Approved FOR ALL PHASES <small>All totals will calculate automatically.</small> | | | |
| <small>Check box to indicate change from last Schedule A</small> | State Fiscal Year(s) | Project Phase | TOTAL |
| <input type="checkbox"/> | Cumulative total for all prior SFYs | PE/Design ROW (RI & RA) Construction/CI/CS | |
| <input type="checkbox"/> | Current SFY | | |
| | Authorized Allocations to Date | | |

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

| PIN Fiscal Share | "Current" or "Old" entry indicator | Federal Funding | Total Costs | FEDERAL Participating Share | STATE MARCHISELLI Match | LOCAL Matching Share | LOCAL DEPOSIT AMOUNT (Required only if State Administered) |
|-----------------------------|------------------------------------|-----------------|-------------|-----------------------------|-------------------------|----------------------|--|
| | Current | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Old | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Current | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Old | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Current | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Old | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Current | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Old | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Current | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Old | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Current | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Old | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL CURRENT COSTS: | | | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

| Other PIN Fiscal Shares | 'Current' or 'Old' entry indicator | Funding Source | TOTAL | Other FEDERAL | Other STATE | Other LOCAL |
|-----------------------------|------------------------------------|----------------|-------------|---------------|-------------|-------------|
| 0761.38.121 | Current | TAP | \$91,000.00 | \$72,800.00 | \$0.00 | \$18,200.00 |
| | Old | TAP | \$ 0.00 | \$14,300.00 | \$0.00 | \$11,200.00 |
| . | Current | | \$ 0.00 | \$ | \$0.00 | \$0.00 |
| | Old | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| . | Current | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Old | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| . | Current | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Old | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| . | Current | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Old | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| . | Current | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Old | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| . | Current | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Old | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL CURRENT COSTS: | | | \$91,000.00 | \$72,800.00 | \$ 0.00 | \$18,200.00 |

| | |
|--|---------|
| C. Local Deposit(s) from Section A: | \$ 0.00 |
| Additional Local Deposit(s) | \$ |
| Total Local Deposit(s) | \$ 0.00 |

D. Total Project Costs All totals will calculate automatically.

| Total FEDERAL Cost | Total STATE MARCHISELLI Cost | Total OTHER STATE Cost | Total LOCAL Cost | Total ALL SOURCES Cost |
|--------------------|------------------------------|------------------------|------------------|------------------------|
| \$72,800.00 | \$ 0.00 | \$ 0.00 | \$18,200.00 | \$91,000.00 |

| | |
|--|---|
| E. Point of Contact for Questions Regarding this Schedule A (Must be completed) | Name: <u>Tahmena Afrooz-07/17/2019</u> Phone No: <u>631-952-6026</u> |
|--|---|

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

SAMPLE RESOLUTION BY MUNICIPALITY
(Locally Administered Project)
RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the _____, P.I.N. _____ (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of _____% Federal funds and _____% non-federal funds; and

[For SOFT MATCH CREDIT AGREEMENTS add: WHEREAS, as provided for by agreement with the NYS Department of Transportation, PE and/or ROW Incidental or ROW acquisition work performed by the municipality for the federal aid-eligible construction project covered by the agreement, the costs of such work that are approved in writing by NYSDOT as applicable to the federal aid and Marchiselli aid construction work (excluding costs applicable to non-federally eligible or non-Marchiselli eligible project elements) shall be credited following FHWA's construction phase closeout audit of the Project to Project costs that are eligible for federal aid and Marchiselli aid; and]

WHEREAS, the _____ of _____ desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of _____

NOW, THEREFORE, the _____ Board, duly convened does hereby

RESOLVE, that the _____ Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the _____ Board hereby authorizes the _____ of _____ to pay in the first instance 100% of the federal and non-federal share of the cost of _____ work for the Project or portions thereof; and it is further

RESOLVED, that the sum of _____ is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the _____ of _____ shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the _____ thereof, and it is further

RESOLVED, that the _____ of the _____ of the _____ of _____ be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the _____ of _____ with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately



Comprehensive Quotation

Sales Account Manager
 Daniel Stupin
 Daniel.Stupin@stryker.com
 Cell: 516-720-8355
 Fax: 516-977-3346

Remit to:
 Stryker Medical
 P.O. Box 93308
 Chicago, IL 60673-3308

End User Shipping Address
 1123741
 CITY OF GLEN COVE VOLNTR EMS
 8 GLEN COVE AVE
 GLEN COVE, NY 11542-2807

Shipping Address
 1123741
 CITY OF GLEN COVE VOLNTR EMS
 8 GLEN COVE AVE
 GLEN COVE, NY 11542-2807

Billing Address
 1294745
 CITY OF GLEN COVE
 9 GLEN ST
 GLEN COVE, NY 11542-2798

| Customer Contact | Ref Number | Date | PO Number | Reference Field | Quote Type |
|------------------|------------|------------|-----------|-----------------|------------|
| | 7173426 | 02/20/2019 | QUOTE | | |

| Line # | Quantity | Item Description | Part # | Unit Price | Extended Price | Item Comments |
|--------|----------|--------------------------------|--------------|-------------|----------------|---------------|
| 1.00 | 1 | MTS POWER LOAD | 639005550001 | \$25,493.53 | \$25,493.53 | |
| 2.00 | 1 | Power-PRO XT | 6506000000 | \$20,806.71 | \$20,806.71 | |
| | | Options | | | | |
| | 1 | Power-PRO XT | 6506000000 | \$15,191.95 | \$15,191.95 | |
| | 1 | XPS Siderails | 6506040000 | \$1,911.61 | \$1,911.61 | |
| | 1 | Power-LOAD Compatible Option | 6506127000 | \$1,619.26 | \$1,619.26 | |
| | 1 | Steer Lock Option | 6506038000 | \$732.62 | \$732.62 | |
| | 1 | Delib Platform | 6506170000 | \$429.83 | \$429.83 | |
| | 1 | 3 Stage IV Pole PR Option | 6500315000 | \$329.77 | \$329.77 | |
| | 1 | Pocketed Back Rest Pouch | 6500130000 | \$247.98 | \$247.98 | |
| | 1 | Retractable Head Section O2 | 6085046000 | \$175.76 | \$175.76 | |
| | 1 | Head End Storage Flat | 6500128000 | \$133.13 | \$133.13 | |
| | 1 | SMRT Charger Mounting Bracket | 6500034000 | \$34.80 | \$34.80 | |
| | 1 | Dual Wheel Lock | 608602010 | | | |
| | 1 | PR Cot Retaining Post | 6085033000 | | | |
| | 1 | Power Pro Standard Components | 6506026000 | | | |
| | 1 | No Runner/HE O2 | 0054200994 | | | |
| | 1 | Trendelenburg | 6085031000 | | | |
| | 1 | English Manual | 6506600000 | | | |
| | 1 | 120V AC SMRT Charging Kit | 6500028000 | | | |
| | 1 | Short Hook | 6060036017 | | | |
| | 1 | XPS Mattress - Black | 6500003130 | | | |
| | 1 | 3 YR X-Frame Powertrain Wnty | 7777881669 | | | |
| | 1 | 2 Yr Bumper to Bumper Warranty | 7777881670 | | | |
| | 1 | DOM SHIP (NOT HI, AK, PR, GM) | 0054030000 | | | |
| | 1 | X-RESTRAINT PACKAGE | 6500001430 | | | |
| | 1 | STANDARD FOWLER | 6506012003 | | | |
| 3.00 | 1 | Protect Power-LOAD- 7year | 77506001 | \$5,727.75 | \$5,727.75 | |
| 4.00 | 1 | Protect Power Cot - 7 Year | 77105001 | \$3,081.60 | \$3,081.60 | |

Note:

| | |
|---------------|--------------------|
| Product Total | \$55,109.59 |
| Freight | \$0.00 |
| Tax | \$0.00 |
| Total | \$55,109.59 |

Signature: _____ Title/Position: _____ Date: _____



"All-Ways At Your Service"

EQUIPMENT MAINTENANCE CONTRACT

07/19/2019

Purchaser: City of Glen Cove EMS
9 Glen Street
Glen Cove, NY 11542

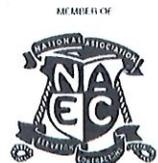
Service Location: City of Glen Cove, EMS
8 Glen Cove Avenue
Glen Cove, NY 11542

Attn: Ms. Yelena Quiles
Via Email: yquiles@glencoveny.gov

I. GENERAL CONTRACT INFORMATION

For the Contract Rate of **\$689.00 plus applicable tax every (2) month(s)**, All-Ways Elevator, Inc. will provide necessary maintenance as specified herein; on the equipment described below:

- A. Equipment Covered:
(1) Passenger Elevator
- B. Preventative Maintenance Cycle (See Section II):
(1) Maintenance visit every (2) month(s)
- C. Contract Effective Date & Term:
From 07/01/19 Through 04/30/20
- D. Call-Back Service:
Included Between 8:00am and 4:30pm, Monday through Friday, except holidays.
- E. 24 Hour Service:
Not Included (7 days a week including Holidays) not included as part of this contract.
- F. Parts Coverage:
Not Included See Section II-C for exclusions and II-B for included parts.
- G. Maintenance:
Work will be performed during normal business hours as follows: between 8:00am and 4:30pm, Monday through Friday, except weekday holidays.





"All-Ways At Your Service"

II. PREVENTATIVE MAINTENANCE

A. Preventative Maintenance Services

- Lubrication of rails, door operators, door linkage and hoistway door equipment
- Inspect brake, governor, and safety and adjust if necessary
- Inspect machine and sheaves
- Cleaning and adjustment of the driving machine or power unit and controller and all contacts and switches
- Inspection and adjustment of all safety features
- Relamp all signal devices during the scheduled maintenance visit
- Operational testing for leveling at all landings
- All-Ways Elevator, Inc. will provide all necessary tools and test equipment for the testing, lubrication and cleaning of covered equipment
- Test fireman's service & emergency phone
- Clean cab top, door sills and pit
- Check hoist and governor cables, (as applicable) for proper tension and adjust if necessary
- Check oil levels and equipment for leaks
- Annual One (1) Year Inspection/Test (Category 1)
- 24-hour emergency phone monitoring service available at no cost (please indicate on page 7)

B. Parts To Be Included (If noted "Included" on page 1. Section F.)

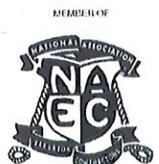
- Motor generators or solid state motor drives
- Controller including drives, selector, dispatcher
- Relay panels
- Operating buttons and switches (excluding key switches)
- Hoisting motors
- Selector motors and drives
- Worms, gears, bearings and rotating elements
- Brake coils, linings, shoes and pins
- Brushes, commutators, windings and coils
- Contacts, relays, resistors and transistors
- Solid state panels, boards and control devices
- Traveling cables and wiring
- Hydraulic motor and pump
- Operating valves, both manual and automatic
- Muffler and silencers
- Plunger seals
- Guide shoe gibs and rollers
- Control cables
- Deflector and compensating sheaves and their contacts
- Car and counterweight safeties
- Machine brakes and overspeed governors
- Buffers and their contacts
- Limit, landing, leveling and slow down switches
- Anti-creep devices
- Hatch door interlocks, gate and door contacts
- Door and gate operating equipment

- 2 -

Silver Equipment Maintenance Contract

Main Office: 5 Davids Drive, Hauppauge, New York 11788
Branch Office: 62-26 Myrtle Avenue, Suite 103, Glendale, New York 11385

Ph: 631-563-1240 Ph: 718-628-1240 Fax: 631-563-1246





“All-Ways At Your Service”

- Door protective devices
- Load weighing and dispatching devices
- Compensating cables or chains
- Signal fixture lamps
- Hoist and governor cables

C. Exclusions*

- Obsolete equipment
- Proprietary equipment
- Emergency light units, batteries, and charging units
- Hoistway enclosure, doors frames and sills
- All underground equipment, jack assembly, oil lines, pipe and pipe fittings located above ground
- and electrical wiring
- Hydraulic fluid
- Smoke and fire sensors and related control equipment
- Mainline power devices to controller
- Emergency power plant and contactors
- Any cab component including wall and door panels, sills, key switches, ceiling light fixtures, exhaust fans, handrails, cab flooring and emergency phones or intercoms
- Replacement and repair of other parts, unless otherwise covered in Section II-B
- Five (5) Year or Annual Full Load Tests (Category 5)
- Cracked or broken welds
- Pre-existing conditions
- Guide rails and their alignment
- Violation repairs
- Signal fixture cover plates and finishes
- Misuse and or abuse
- Acts of God such as water damage, power failure damage, damage resulting out of occurrences beyond our control
- All items stricken from above list

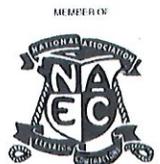
*Certain elevator controller manufacturers build controllers which require the use of a laptop computer or hand held diagnostic device for some trouble shooting, adjustments, uploading/saving parameters and other tasks. The software to run the devices is considered proprietary since the software is not readily available to the open marketplace. For this reason, you may need to contact the controller manufacturer for assistance. To avoid this, the controller and fixtures need to be changed to non-proprietary.

D. All-Ways Elevator, Inc. Personnel

- A. All personnel assigned to this maintenance project will be in full company uniform. He or she will restore all worksites to clean and neat condition upon completion. Special care will be exercised when conducting work in public areas. Plastic and other protective coverings will be utilized to protect all work areas as necessary.

E. Purchaser's Responsibility

- A. Purchaser will not permit pit or motor room to accumulate water or be used for storage.
- B. Purchaser will not allow others to make adjustments, additions, repairs, or replacements to the equipment.





“All-Ways At Your Service”

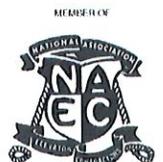
- C. Owner should immediately notify All-Ways Elevator, Inc. when an elevator fails to work properly.

III. REGULAR AND AFTER-HOURS SERVICE

- A. All-Ways Elevator, Inc. will provide service on covered equipment between the regular preventative maintenance visits upon notification by the owner that such service is required. This does not include relamping of signal fixtures, or repairs due to negligence or abuse by customer.
- B. If non-maintenance related service, (Vandalism, Misuse of Equipment, Acts of God), is requested between the hours of: 8:00am and 4:30pm on Monday through Friday, (except for Holidays), the owner agrees to pay for this service at the following Time and Material rates:
\$325.00 per hour per man for labor plus travel – Supervisor/Adjuster
\$280.00 per hour per man for labor plus travel – Mechanic
\$560.00 per hour per man for labor plus travel – Team
Calculated using All-Ways Elevator, Inc.’s location as the point of origin, and the customer’s location as the point of destination. (Gas, tolls and mileage will be added if applicable) Service during regular hours will be billed to the owner upon completion of the work.
- A. If non-maintenance service is performed before 8:00am or after 4:30pm on weekdays, Saturdays, Sundays, or holidays, the owner agrees to pay for this service at the following Over-Time and Material rates:
\$487.50 per hour per man for labor plus travel – Supervisor/Adjuster
\$420.00 per hour per man for labor plus travel – Mechanic
\$840.00 per hour per man for labor plus travel – Team
Calculated using All-Ways Elevator, Inc.’s location as the point of origin, and the customer’s location as the point of destination. (Gas, tolls and mileage will be added if applicable) Service during regular hours will be billed to the owner upon completion of the work.
- B. If the after-hours service requested is maintenance related, customer will pay the difference between the regular and over-time rate only, which is considered the premium portion.

IV. TERMS OF PAYMENT

- A. Contract rate will be invoiced on the first day of the scheduled maintenance cycle.
- B. Payment will be due within 30 days of mailing of our invoice. Failure to effect payment to All-Ways Elevator, Inc. by way of good and sufficient funds within said 30 days, will constitute a breach of our agreed upon terms of service. In the event of a breach due to a failure to effect timely payment, we may at our unilateral and unfettered option and discretion, suspend our services or terminate any agreement for future services or materials. In the event either party terminates the agreement, amounts due for all labor and the costs of all materials incurred by All-Ways Elevator, Inc. to the date of the termination, plus reasonable overhead, shall be immediately due and payable on the date of termination. Additionally and cumulatively, if the agreement is terminated for any reason by either party, in addition to payment for the labor, materials, and overhead incurred to the date of termination, All-Ways Elevator, Inc. shall be entitled to the net profit (before taxes) that it





“All-Ways At Your Service”

would have otherwise realized if the balance of the agreement had been performed. Interest will accrue on all unpaid balances (which shall include labor, materials, overhead) from the date due, at the rate of 1.5% per month (or any fraction thereof), or the highest legally permitted rate. Notwithstanding anything herein to the contrary, should this contract and its associated invoices require litigation, the reasonable costs of such will be borne by losing party.

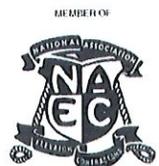
- C. In the event your account becomes more than 45 days delinquent, All-Ways Elevator, Inc. reserves the right to discontinue service until such time as your account is brought up to date. You will continue to be responsible for the billing charges in accordance with your contract.

V. RATE CHANGES

- A. Contract rates are subject to change upon expiration of the contract period specified in Section I-C.
- B. Contract prices are firm if accepted within 30 days of the contract date.

VI. LIABILITY

- A. It is recognized that any type of safety test imposes a greater strain upon the equipment and structure than that of normal operation, therefore; it is agreed that in the performance of tests, the elevator contractor shall not be liable for damage to property, equipment or building structure.
- B. All-Ways Elevator, Inc. shall not be required to make non-billable repairs or renewals necessitated because of negligence or misuse of the machinery, equipment, or because of any other cause beyond All-Ways Elevator, Inc.'s control.
- C. All-Ways Elevator, Inc. shall not be required to install new attachments on the equipment as directed or recommended by Insurance Companies, Government, State, Municipal, other Authorities or changes in building or elevator codes.
- D. It is expressly understood, in consideration of our performance of this service, enumerated herein at the contract price stated that nothing in this contract shall be construed to mean that of All-Ways Elevator, Inc. assumes any liability on account of accidents to persons, except those directly due to the negligent acts or omissions of All-Ways Elevator, Inc. or its employees, and that the owner's own responsibility for accidents to persons while using or being in/or about the equipment referred to is in no way affected by this contract.
- E. All-Ways Elevator, Inc. shall not be held liable for delays in transportation or for any losses, damage, detention, or delay caused by fire, flood, strike, civil, or military authority, insurrection riot or any other cause beyond its' control, not for any work done, material furnished or repairs made by others, unless agreed to in writing.





"All-Ways At Your Service"

VII. CANCELLATION CLAUSE

- A. Either party may terminate this contract thirty (30) days prior to the expiration date with a written notice of intent to cancel contract. Cancellation will not take effect until account balance is paid in full.

VIII. ACCEPTANCE

- A. This proposal must be executed by the purchaser and then approved by an executive of All-Ways Elevator, Inc. in order for this agreement to be considered accepted by All-Ways Elevator, Inc. All prior representations or agreements not incorporated herein are superseded. No changes in or additions to this contract will be recognized unless in writing and properly executed by both parties.

Accepted by:
City of Glen Cove EMS
9 Glen Street
Glen Cove, NY 11542

Approved by:
All-Ways Elevator, Inc.
5 Davids Drive
Hauppauge, NY 11788

By: _____
(Printed or Typed Name)

Name: Bruce Anderson, Jr.

Sign: _____
(Signature of Individual)

Sign: _____
(Signature of Executive)

Title: _____
(Printed or Type Title)

Title: Service Sales Manager

Date: _____

Date: _____





www.AllWaysElevatorInc.com

"All-Ways At Your Service"

MAINTENANCE INFORMATION SHEET

Please complete the information below to help us better accommodate you with the maintenance and service of your equipment.

1) **PERSON TO CONTACT FOR SCHEDULING:**

| | | | |
|------------|-----|-----------|--|
| _____ | | _____ | |
| First Name | | Last Name | |
| _____ | | _____ | |
| Phone | Fax | Email | |

A. Is there any time of the day or any day of the week that we cannot come to perform maintenance?
 _____ NO _____ YES

If YES, when: _____

B. Do ALL maintenance visits need to be scheduled? _____ NO _____ YES

2) **PERSON TO CONTACT FOR EMERGENCIES** (If different than above):

| | | | |
|------------|-----|-----------|--|
| _____ | | _____ | |
| First Name | | Last Name | |
| _____ | | _____ | |
| Phone | Fax | Email | |

3) **PERSON TO SEE UPON ARRIVAL** (If different than above):

| | | | |
|------------|-----|-----------|--|
| _____ | | _____ | |
| First Name | | Last Name | |
| _____ | | _____ | |
| Phone | Fax | Email | |

Do you authorize All-Ways Elevator, Inc. to provide 24-hour emergency phone monitoring? _____ NO _____ YES

If yes, please indicate the telephone number for the elevator phone: _____

INVOICE / BILLING INFORMATION:

Billing Name: _____

Attn: _____

Billing Address: _____

Phone: _____ Fax: _____

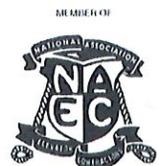
Email: _____

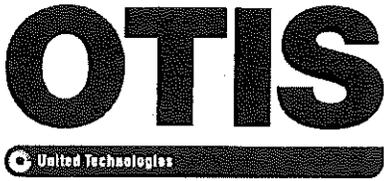
PREFERRED METHOD OF INVOICE DELIVERY: Email: _____ Fax: _____

PURCHASE ORDER NO. _____

TAX EXEMPT: YES _____ (Please attach a copy of exempt certificate) NO _____

COMMENTS / INSTRUCTIONS: _____





DATE: 08/1/2019

TO:
Glen Cove Senior Ctr
130 Glen Street
Glen Cove, NY 115423363

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

Taylor Palmer
Phone: (516) 519-2963
Fax: (860) 353-2947

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

PROPOSAL NUMBER: TPL190419135701

MACHINE NUMBER(S) : 357333

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

CLOSED LOOP DOOR OPERATOR

A new closed loop door operator shall be installed.

Doors on the car and at the hoistway entrances shall be power operated by means of a closed loop door operator mounted on top of the car. The door operator is a closed-loop system designed to provide consistent door performance despite changes in temperature or wind and despite the presence of minor debris in the door track. The system continuously monitors door speed and position and adjusts them to match the predefined profile.

Door operation shall be automatic at each landing, with door opening initiated as the car arrives at the landing. Closing will take place after an adjustable time interval expires. An electric car door contact shall prevent the elevator from operating unless the car door is in the closed position.

Door close shall be arranged to start after a minimal time, consistent with disabled persons' requirements. Doors shall be arranged to remain open for an adjustable time period sufficient to meet ADA requirements.

Elevator cars' door-open time intervals, when the car is at a landing, shall be adjustable independently for the cars' responses to car and hall calls.

Please Note: All work is to be performed during standard business hours, Monday-Friday, 8:30AM-4:30PM unless said elsewhere in scope of work.
NY State sales tax is not included and will be added to all invoices, including the downpayment specified below, unless a Tax Exempt Certificate or Certificate of Capital Improvement is included. Signed proposals can be faxed to (860) 353-2947 or emailed to Taylor.Palmer@Otis.com. Work will NOT

begin until downpayment is received and all applicable documents have been reviewed. Follow up with your sales representative to when funds have been deposited.

Is job Tax Exempt? Y or N (If Yes, please include Tax Exempt Certificate)
 Is this a Capital Improvement? Y or N (If Yes, please include Certificate of Capital Improvement)
 If a Purchase Order number is required to be referenced on the invoice, please list the PO #

PRICE: \$ 16,200.00
Sixteen thousand two hundred dollars

This price is based on a fifty percent (50 %) downpayment in the amount of \$ 8,100.00.
 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

Date: _____

Signed: _____

Print Name: - _____

Title - _____

E-mail: - _____

Name of Company - _____

Otis Elevator Company

Approved by Authorized Representative

Date: 8/16/19 _____

Signed:  _____

Print Name: Ryan Grillo _____

Title - Ryan Grillo
 General Manager
 Otis Elevator Co
 Plainview, NY

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 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.

The Quincy Difference



At Quincy Compressor we believe in starting and nurturing strong relationships with our employees, partners, and customers. We achieve this through the legendary reliability and high efficiency of our products, the flexibility of our service, and the continuous investment in our customers and employees. From our 97+ years of experience we understand that trust takes time to build, seconds to break, and years to repair. We're here to build your trust, and earn your business.

Quincy Compressor Service is designed so that we take care of your business – so you can easily go about yours.



EXPERTISE

Your business demands reliability and efficiency from the technology that powers it, and your compressor must stay maintained against today's increasing production demands; and that is precisely what Quincy service can do for you. We together manage your assets, operations, and risk to deliver 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 investment and maximize your competitiveness. Components from Quincy's range of services can be freely combined to include the options that best meet your site conditions and needs.



SAFETY

With all Quincy service operations, the primary focus is the safety of personnel and equipment. Quincy employees are trained in accordance with requirements of OSHA and are outfitted with all required Personal Protective equipment (PPE) needed to perform our field service tasks.



OPTIMIZING PLANT AVAILABILITY

You must constantly optimize the performance of your process to improve the efficiency of your plants. The Quincy service team helps you tackle challenges relating to productivity, availability and security as well as cost and energy efficiency. Besides drawing on a wealth of expertise to advise you, the team handles project management and does any necessary work specified in the service agreement.



Agreement Summary

A maintenance agreement is ideal for customers who want to devote key resources to their core business, while enjoying fixed maintenance costs and reduced risk for downtime. You can be assured, that when you choose a preventive GuardianPlan your equipment will remain in optimal condition while optimizing availability.

Start Date: 07/23/19

| Machine | Serial Number | Service Type | Hours/Year | Visits/year | Duration/years | Annual Price |
|---|---------------|---------------------|------------|-------------|----------------|--------------|
| QR 350 | 100428001 | Preventive Guardian | 2000 | 2.00 | 5 | \$ 1,250.00 |
| Yearly Visit Schedule: 1x Major 1x Minor 5 Year Visit Schedule: 1x Major Per Year, 1x Minor Per Year | | | | | | |
| Total Annual Price : | | | | | | \$ 1,250.00 |

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 selected 5 year agreement.
- Agreements, may be cancelled by either party with a 60-day written notice.
- 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.



Agreement Duration: (Please Check One)

1Year _____ 3Year _____ 5Year _____

Payment schedule: (Please Check One)

Monthly _____ Quarterly _____ Semi-Annually _____ Annually _____

Additional comments:

Agreements, may be cancelled by either party with a 60-day written notice.

The quoted price is subjected to taxes.

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

ayment schedule:

Additional comments:

Long-term agreements of 5 years, will receive an additional price concession of and 3.5%, respectively, on top of the quoted price. Pricing will be reflected upon signing this agreement. To qualify for the additional pricing concessions a single agreement number or PO number must be provided for the entire selected duration (5 Years).

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

Signature
Manny Grella

Customer P.O. Number

Date

Service Agreement Details

Major Maintenance Service will consist of the following: (Where Applicable)

1. Change Lubricant Filter elements
2. Change Inlet air filter element
3. Change lubricant
4. Take lubricant sample for analysis
5. Externally blow out air cooled oil cooler and/or after-cooler fins as necessary (if power washing of cooler is recommended an additional charge will apply with approval)
6. Inspect belt tension and adjust. Belt will be changed once per year
7. Drain air receiver of condensate
8. Inspect air dryer for proper operation and clean condenser
9. Change line filter elements once per year
10. Take current, voltage and hour meter reading and check general operation
11. Check units for proper performance, make any necessary control adjustments and recommendation

Minor Maintenance service will consist of the following:

1. Change Lubricant Filter element
2. Change inlet air filter element
3. Check differential across air/oil separator.
4. Take Lubricant sample for analysis-if analysis indicates to change lubricant a separate proposal will be sent
5. Externally blow out air cooled oil cooler and or after cooler fins as necessary (if power washing of cooler is recommended an additional charge will apply with approval).
6. Drain air receivers of condensate
7. Inspect air dryer for proper operation and clean condenser
8. Inspect oil/water separator system for proper operation
9. Take current, voltage and hou meter reach and check general operation
10. Check units for proper performance : make any necessary control adjustment and recommendation

Customer requirements:

1. Equipment under agreement must be made available during our regularly scheduled visits.
2. Daily check oil level and refill to proper level before starting unit.
3. Daily drain air receiver of condensate before starting compressor
4. Keep equipment and immediate area around the units clean at all times.

Please note: This agreement is not a warranty against any breakdowns on the above equipment, but will help to insure that your equipment is maintained as suggested by the manufacture.



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 - hour 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 to 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 sales/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.

[Revised November 7, 2017]

SHARED SERVICES AGREEMENT

Between

NYS DOT and _____

THIS AGREEMENT, dated _____, 201_, is between the People of the State of New York, hereinafter referred to as "State" or "NYS DOT" and the _____, hereinafter referred to as "Municipality." Pursuant to Section 99-r of the General Municipal Law, the State and the Municipality wish to share services, exchange or lend materials or equipment which shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources. The State and the Municipality agree to share services as follows:

1. Description and Cost of Services, Materials or Equipment to be shared: Provide details of the services, materials or equipment to be shared in the attached standard Schedule A. The total amount of the agreement shall not exceed twenty-five thousand dollars (\$25,000.00). If applicable, indicate that the return exchange will be determined at a later date.
2. The Provider's employees shall remain under full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Workers Compensation.
3. If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient's use, the Recipient shall be responsible for such repairs.
4. The Municipality agrees to indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement.
5. The term of this Agreement shall be for four (4) year. The parties will endeavor to provide no less than thirty (30) days' notice of its intent to extend the Agreement. Either party may revoke this Agreement by providing sixty (60) days written notice of such revocation. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.

NYS DOT -- Region ____

MUNICIPALITY

By: _____ Date: _____
Resident Engineer -- _____ County

By: _____ Date: _____
_____ Highway Superintendant

NYS DOT -- Region ____

By: _____ Date: _____
Regional Director of Operations

SCHEDULE A

NYSDOT

Description of services, materials, or equipment (Check All that apply) to be shared:

Estimated Cost/Value of Service Equipment Materials (Check All that apply):

Total NYSDOT Cost/Value: _____

MUNICIPALITY

Description of services, materials, or equipment (Check All that apply) to be shared:

Estimated Cost/Value of Service Equipment Materials (Check All that apply):

Total MUNICIPALITY Cost/Value: _____

168 Broadway
Garden City Park
New York 11040



Waterproofing and Masonry Specialists

T: 516-747-7777
F: 516-747-7448
www.bocciabros.com

Contract

January 29, 2019
Vincent Martinez
1 Bridge Street
Glen Cove NY11542

Members of:
National Society of Professional Engineers
Basement Health Association
Better Business Bureau & Consumer Affairs

Job Reference: Boccia Inc. Patented Hollow Kick Molding Sub-Floor Drainage System 25 LF
(System is designed to dewater soils immediately below the basement floor where installed)

Scope of Work:

Owner to remove stored items and obstacles prior to commencement of work to provide access to area where new system is to be installed.

- Remove portion of concrete floor and excavate exposed soils
- Supply and install a new 4" filtered perforated pipe in a drainage envelope
- Supply and install one new ½ HP automatic submersible pump in sump tank (electric not included)
- Supply and install new Boccia Inc. Patented Hollow Kick Molding at wall/floor cove.
- Restore portion of concrete floor (floor finishing, tile, carpet, etc., not included).

| | | | |
|--|----------------------|--|------------------------|
| Authorized Signature: <u><i>Vincent Martinez</i></u> | Date: <u>2/24/19</u> | Contractor: <u>Richard Chalmers</u> | Date: January 29, 2019 |
| Contract Price: \$3,875.00 + tax as applicable [Owner shall be responsible for any sales tax, interest, penalty due on the contractor's total charge for tangible personal property and for labor, if it is determined that this work does not qualify as a capital improvement.] | | | |
| Deposit due on signing: \$1,875.00 | | Balance due on day of completion: \$2,000.00 | |
| Optional battery back up pump add \$685.00 approval initial _____ | | | |
| Credit Card # _____ | Exp. Date: _____ | | |
| Sec Code: _____ | Full Name: _____ | | |

Estimated Start Date within 4-6 weeks of receipt of deposit and completion date 1-2 weeks from start of work, unless weather, materials availability, change orders, and other unexpected factors effect scheduling of work, unless otherwise stated. Boccia Inc. warrants areas waterproofed with the Sub-Floor Drainage System against water accumulation for the LIFE OF THE STRUCTURE REGARDLESS OF OWNERSHIP and will at no additional cost to the owner provide labor & materials as required to service the system. TERMS AND CONDITIONS: Basement Waterproofing is limited to where the work is performed and is designed for below grade water intrusion and not for water entry from other areas of the structure (i.e., roof, facade, window, chimney, etc.). Sump pumps carry a three year manufacturer's warranty on parts only. Owner is responsible for electric and maintaining pump is plugged in. Warranty does not cover damage or failure of system caused by acts or omissions of the owner, sewer backups, pump discharge location failure, intake obstructions, pump failure, unusual occurrences, floods and natural disasters. Additional costs relating to unforeseen conditions, concealed utilities, frill plumbing is not included. Contractor reserves the right to modify work scope to accommodate existing conditions revealed during construction. Contractor is not responsible for any damage including consequential damage caused by pump failure, power failure, or flooding. Measurements are approximations. Location of property boundaries and land surveys are owner's responsibility. Concrete, asphalt and stucco can discolor and develop cracks over time which is not considered a defect. Contractor does not guaranty against mold, dampness, condensation or humidity and makes no other guarantees express or implied unless specifically stated herein. Contractor is not responsible for incidental and/or consequential damage or unforeseen conditions including damage caused by vibration/digging during construction including: damage to landscaping, sprinkler systems, electrical, concealed pipes, etc. Electrical, plumbing, carpentry, replacing of finishes, tile, flooring, carpeting and repair work is not included. Permits are to be procured by owner as required. Indemnify and hold Boccia, Inc., its principals, agents and employees harmless from and against any and all claims, damages, liabilities, loss, costs or expenses connected with this project to the extent such acts are not caused by the negligent acts or omissions of Contractor. Contractor has the right to cease work, terminate the contract, and/or void the warrantee if any portion of the contract price is overdue. ARBITRATION: any disputes, controversies, or claims between owner and contractor, including but not limited to all statutory claims and all claims that arise from or relate to this contract or work to be performed by contractor, shall be resolved by binding arbitration administered by the American Arbitration Association. The owner and contractor hereby waive their rights to a jury trial and to any court proceedings. Nothing contained herein shall prohibit any party from entering an arbitration award as a judgment in any court with jurisdiction and engaging in process to enforce any such judgment. **Notice of Cancellation: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.** License #'s H171572000, 682518, 677952, 5017-HI