

6-A – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes budget transfers and amendments as submitted and reviewed by the City Controller.

(See attached)

Resolution offered by Mayor Tenke and seconded by: _____

WHEREAS, the City of Glen Cove Purchasing Agent and the City of Glen Cove Department of Public Works (“DPW”) released a publicly advertised Bid for the Improvements to the Brewster Street Parking Garage (the “Project”) seeking a construction Contractor; and

WHEREAS, after the professional evaluation of nineteen (19) bids, City Restoration & Maintenance, Inc. (the “Contractor”) was determined to be the lowest responsible bidder at a total bid amount of \$291,970.00; and

WHEREAS, with due deliberation and consideration of the Purchasing Agent, DPW, Glen Cove Community Development Agency (“CDA”) and Project Engineer, Hirani Engineering with the concurrence of the City Council, have determined and concluded it is in the best interest of the City to accept their bid; and

WHEREAS, the City entered into and executed on May 1, 2018 a Grant Disbursement Agreement for \$500,000 in financial assistance with the Dormitory Authority of the State of New York (“DASNY”) for the Project as authorized by Glen Cove City Council Resolution 6B on April 24, 2018.

WHEREAS, the City has appropriated a construction budget of \$450,000 for the Project; and

WHEREAS, the City, in consultation with the Director of DPW, desires to award the Project to the Contractor at the low bid amount of \$291,970.00, with a provision that authorizes the Director of DPW to approve Change Orders for future work (to be determined) in an amount not to exceed \$158,030.00 for an overall not to exceed value of \$450,000 in contract work to the Contractor; and

WHEREAS, the Contractor has confirmed their understanding of the plans and specifications to DPW and the Project Engineer and has agreed to honor the unit prices from their bid for any potential Change Order work; and

WHEREAS, the City, in consultation with the DPW Director, City Attorney and others, desire the inclusion of the above provision in order to increase the quantities for waterproofing and concrete deck repair work to cover additional areas of needed repair in the Brewster Street Garage, while holding to the maximum authorized grant funded amount.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby is authorized to accept the bid of City Restoration & Maintenance, Inc. having an office at 646 Coney Island Avenue, Suite B. Brooklyn, NY 11218 and authorizes the Mayor to execute an agreement with City Restoration & Maintenance, Inc. in the amount of \$291,970.00, with a provision that authorizes the Director of DPW to approve Change Order work consistent with the unit bid prices submitted in City Restoration & Maintenance, Inc. bid, up to and not to exceed overall contract value of \$450,000.

Budget Line: H5110-52260-2029, H1490-52260-1753

Resolution offered by Mayor Tenke and seconded by: _____

WHEREAS, the Purchasing Agent was authorized to advertise for bids for the Pedestrian Improvements for Glen Cove Business Improvement District: City Contract No. 2020-015; NYSDOT PIN 0761.38; and

WHEREAS, subsequent to bid submissions, required evaluations, investigations and tabulations in conformance with all required State and Federal procedures were conducted; and

WHEREAS, the lowest responsible bidder for City Contract No. 2020-015; NYSDOT PIN 0761.38 is Macedo Contracting Services Inc., located at 685 Station Road, Bellport, NY 11713, at a cost of \$359,950.00;

NOW, THEREFORE, BE IT RESOLVED, that the City of Glen Cove accepts the lowest responsible bid and authorizes the Mayor to enter into an agreement with Macedo Contracting Services, Inc. as detailed above.

Budget Line: H5110-42398-2032 / H5110-52260-2032

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby adopts the FY 2021 Amendments to the Glen Cove Housing Choice Voucher Program NY-121 Annual Plan and authorizes Mayor Tenke to Certify the Plan on behalf of the City of Glen Cove.

(See attached)

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to accept the proposal of D&B Engineers for the preparation of the required NYS Dept of Health risk and resilience assessment (RRA) for the City of Glen Cove

D&B will perform the following major tasks for this project.

- Coordinate with the City to obtain information necessary to complete the RRA.
- Prepare a draft RRA using the VSAT Web 2.0 analysis tool for review by the City.
- Meet with the City to discuss any questions or comments on the RRA.
- Finalize the RRA to reflect comments. Provide one (1) hard copy and one (1) electronic copy of the report.
- Assist the City with submitting certification of the RRA by June 30, 2021.

Budget Line: F8300-55438 (Contractual)

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a one year contract with Cooper Power Systems for bi-annual generator maintenance for the generators located at Nancy Court and Duck Pond well stations, Police Department, DPW Yard, EMS, and Fire Department.

Budget Lines:

F8300-55422: \$2,226.00

A3120-55420: \$772.00

A1640-55420: \$948.00

A4540-55420: \$814.00

A3410-55420: \$860.00

Resolution offered by Mayor Tenke and seconded by: _____

WHEREAS Nassau County wishes to engage the Subrecipient to assist the County in utilizing such CDBG funds for activities eligible under the CDBG 47th Year Program (9/1/21 – 8/31/22) in the **City of Glen Cove**; and

WHEREAS, said CDBG-47th Year Program is fully reimbursed by the Federal Government through the U.S. Department of Housing and Urban Development; and

WHEREAS the Subrecipient desires to perform the activities described in this Agreement.

WHEREAS the City Council of the City of Glen Cove deems it to be in the public interest for the SUBRECIPIENT and AGENT to participate in the CDBG-47th Year Program and to execute any and all agreements or other documentation necessary to ensure and guarantee the SUBRECIPIENT and AGENT’S participation therein and obligations therein for the purpose of undertaking project activities set forth therein and above, under Title I of the Housing and Community Development Act of 1974, as amended.

NOW, THEREFORE, BE IT RESOLVED, that the SUBRECIPIENT and its AGENT shall participate in the CDBG-47th Program Year and that Mayor Timothy Tenke is hereby authorized to execute any and all agreements or other documentation necessary to ensure and guarantee the SUBRECIPIENT’S and AGENT’S participation therein and obligations therein for the purpose of undertaking project activities set forth therein and above, under Title I of the Housing and Community Development Act of 1974, as amended.

For pre-council review 3/16/21

For City Council adoption 3/23/21

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a three-year contract with Kone Inc. for the maintenance and repair of the City Hall, Senior Center, EMS, Fire Department, and Police Department elevators in the amount of \$1,000 per month for regular maintenance.

City Hall Fund Line: A1490-55438

Senior Center Fund Line: A7030-55438

EMS Fund Line: A4540-55407

Fire Department Fund Line: A3410-55438

Police Department Fund Line: A3120-55438

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes a Fee Sharing Agreement to split all Chase, Rathkopf and Chase fees equally with 135 Glen Cove Ave. Corp and Livingston Development Corp. for the proceeding titled *Roni Epstein v. Planning Board of the City of Glen Cove, City Council of the City of Glen Cove, 135 Glen Cove Ave. Corp., Livingston Development Corp., Gaspare Tuminello and Gregory Kalnitsky* (Sup. Ct. Nassau Cty.) (Index No. 615029/2020).

Budget Line: A1420-55492

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the adoption of a Police Reform Plan Pursuant to New York State Executive Order 203 for the City of Glen Cove.

6-K – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Police Department to attend annual Firearms Training at The Institute for Homeland Security on March 22, 29, 30, April 5th, 6th, 7th, 13th, 14th, and 21st at a cost of \$650.00 per day in the total amount of \$5,850.

Budget Line: A3120-55442

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes Yelena Quiles to attend NYSAMPO March Virtual Conference, March 18, 2021, at a cost of \$30.00.

Budget Line: A1310-55442

Resolution offered by Mayor Tenke and seconded by: _____

WHEREAS, the City of Glen Cove (the “City”) is seeking to lease the right to use the Butler Building Gymnasium (the “Premises”), located at 27 Cedar Swamp Road, Glen Cove, New York 11542; and

WHEREAS, the City of Glen Cove issued a request for proposals dated December 4, 2020, and received four (4) proposals; and

WHEREAS, after reviewing the proposals utilizing the criteria delineated in the request for proposals dated December 4, 2020, Gold Coast F.C., LLC, (“Gold Coast”) received the highest aggregate score; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor is hereby authorized to lease the Premises to Gold Coast, subject to the following terms and conditions:

1. Gold Coast shall pay an annual fee of \$108,000.00 for a term of five years commencing August 1, 2021 and terminating on July 31, 2026.
2. Upon mutual consent of Gold Coast and the City, the lease may be renewed for one additional five year term at an annual fee that is to be mutually determined, subject to the terms and conditions of the commercial lease.
3. Sublease of the Premises is forbidden, except with the written consent of the Mayor. Proposer “Cappiello Athletics”, who submitted a proposal in response to the December 4, 2020 request for proposals, shall have a right of first refusal to any such sublease.
4. The foregoing terms and conditions shall all be subject to the commercial lease. The Mayor is authorized to include other terms and conditions, as the Mayor deems appropriate, in the commercial lease which shall govern the relationship between the City and Gold Coast. The commercial lease must be executed by the Gold Coast and the City prior to Gold Coast taking possession of the Premises.

Resolution 7-A

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby appoints the following as seasonal employees effective March 20, 2021 through November 30, 2021 as indicated:

Name	Title	Salary
John DeJesus	Recreation Leader	\$11.00 per hour
Michael Morra	Recreation Leader	\$12.00 per hour

Budget Line: A7055-51120

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby appoints Pat Myers to the Golf Commission for a term effective March 9, 2021 through December 31, 2024.

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby appoints Ion Puspurica to the Glen Cove Local Economic Assistance Corporation for a term effective March 9, 2021 through December 31, 2021.

Public Hearing 2-A



NOTICE OF PUBLIC HEARING, Glen Cove Housing Choice Voucher Program

Notice is hereby given that, pursuant to the U.S. Department of Housing and Urban Development Interim Rule 24 CFR Part 903.17, a public hearing to review adjustments to the City of Glen Cove Housing Choice Voucher Program (HCVP) (NY121) Annual Plan (FY2021) for inclusion into the 5-Year Plan (FY 2020-2024) will be held virtually during the Glen Cove City Council Meeting on 3/9/2021 at 7:30PM.

Due to COVID-19 concerns, the public will only have virtual access to the meeting, pursuant to NYS Executive Order 202.1, and subsequent orders thereafter. The link to access the virtual meeting may be accessed through the City of Glen Cove website on the following link: <https://glencoveny.gov/calendar/> Anyone wishing to provide public comment can submit comments to svulin@glencoveny.gov in advance of the hearing. Public comments received prior to the commencement of the public hearing will be made part of the public record. In addition, live public comment may be received during the duration of the meeting by the telephone number posted on the City of Glen Cove website calendar link: <https://glencoveny.gov/calendar/> Please note that although all interested persons who dial in will be given an opportunity to speak, all telephones will be muted until such time as the particular individual is authorized to speak. If you have any questions about accessing this hearing, please contact Shannon Vulin via email at svulin@glencoveny.gov

The purpose of the hearing will be to discuss amendments to the Annual Plan for inclusion in the 5-Year Plan of the Glen Cove HCVP that include Limited English Proficiency (LEP) Plan as well as affirmative measures undertaken to ensure Fair Housing and Equal Opportunity (FHEO).

Questions or comments concerning NY121 (FY2021) Annual Plan and/or its (FY2020-2024) 5-Year Plan will be accepted in writing through 3/23/2021 by mail to: Fred Moore, Program Administrator, Glen Cove Housing Choice Voucher Program, 9 Glen St., Glen Cove, NY 11542 or by email to fmoore@glencovecda.org. The plan will be available for viewing on-line at: <http://glencovecda.org/programs> wherein the responses to all questions or comments received will be posted by 3/23/2021.

Published Glen Cove Herald Gazette 2/25/2021

CITY OF GLEN COVE

HOUSING CHOICE VOUCHER PROGRAM

Administrative Plan

FISCAL YEAR 2021

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Admissions and Occupancy Plan

Selecting Applicants from the Waiting List

The Glen Cove Housing Choice Voucher Program serves a community of approximately 27,000 residents. However, the need for affordable housing in the community is great and the demand for the program is high.

Eligibility for a housing voucher is determined by the Glen Cove Housing Choice Voucher Program based on the total annual gross income and family size and is limited to US citizens and specified categories of:

Non-citizens who have eligible immigration status. In general, the family's income may not exceed 50% of the median income for the county or the metropolitan area in which the family chooses to live. By law, The Glen Cove Housing Choice Voucher Program must provide 75 percent of its voucher to applicants whose incomes do not exceed 30 percent of the area median income. Median income levels are published by HUD. Glen Cove Housing Choice Voucher Program can provide you with the income limits for Nassau County and family size.

During the application process, the Glen Cove Housing Choice Voucher Program will collect information on family income, assets, and family composition. The Glen Cove Housing Choice Voucher Program will verify this information with other local agencies, your employer and bank, and will use the information to determine program eligibility and the amount of the housing assistance payment.

If the Glen Cove Housing Choice Voucher Program determines that your family is eligible, the Glen Cove Housing Choice Voucher Program will put your name on a waiting list, unless it is able to assist you immediately. Once your name is reached on the waiting list, the Glen Cove Housing Choice Voucher Program will contact you and issue to you a housing voucher.

Local preferences and waiting list:

Since the demand for housing assistance often exceeds the limited resources available to HUD and the local housing agencies, long waiting periods are common. In fact, the Glen Cove Housing Choice Voucher Program may close its waiting list when it has more families on the list than can be assisted in the near future.

The Glen Cove Housing Choice Voucher Program has established local preferences for selecting applicants from its waiting list. The Glen Cove Housing Choice Voucher local preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of the applicant family.

Selecting Applicants

- Families selected for participation in the Section 8 Program are taken from the Waiting List by local preference, starting with the earliest date on accepted preliminary applications. Priority is given to those families with a local preference using the preference system described later in this section so that no family without a local preference is selected before a family with a local preference, admissions of singles that are elderly, disabled, or displaced and families whose head or spouse is elderly or disabled have preference over admissions of singles that are not elderly disabled or displaced.
- When funding is available and assistance can be provided, families on the Waiting List are contacted in writing to inform them of the availability of funding and requested to complete a Tenant Information Form, Authorization Form, and a Citizenship Declaration Form and return the forms to the program office in the envelope provided within fourteen days. Families that do not respond to this letter are removed from the waiting list and given no further consideration. Letters returned as undeliverable because the family has moved and not left a forwarding address are treated the same as families that do not respond.
- Disabled applicants are not removed from the Waiting List until personal contact is made with the disabled person by a program manager to insure that a disabled person is not denied the opportunity to qualify for rental assistance solely due to their disability.

- Public Housing residents may apply when Section 8 list is open. Selections from the waiting list must result in compliance with income targeting requirements. Seventy-five percent of families who are initially leased up during the fiscal year must have incomes below thirty percent of area median (extremely low income) as published by HUD.
- Applicants must be at least 21 years of age and are required to produce a current criminal background check from Nassau County Police Department or other State / Federal Law Enforcement Agency. Applicants with felony drug convictions will not be able to participate in this program until at least three years from time of their release or conviction and the time they are called from the waiting list. Applicants convicted of child molestation will be barred from participation in this program.

Preferences

- Preference in assigning applicants to the waiting list will be based on the date and time of application.
- Preferences are ranked using a residency preference based on the City of Glen Cove residency preference area, defined as the City of Glen Cove where the Section 8 Program is authorized to operate a rental assistance program in accordance with the following system:

First Preference

- Applicants who claim a residency preference based on a head of household or spouse who resides or works in the City of Glen Cove at the time of application.

Second Preference

- Applicants claiming a disability and receive Social Security Disability or Supplemental Security Income benefits who resides in the City of Glen Cove at time of application.
- Applicants claiming a classification as a victim of domestic violence, dating violence, sexual assault, or stalking, that can be documented and who resides in the City of Glen Cove.

Third Preference

- Applicants claiming a veterans or disabled preference without SSD or SSI benefits that live in the City of Glen Cove at the time of application.
- Applicants claiming a homeless preference based on displacement by governmental action that resides in City of Glen Cove at the time of application.

Fourth Preference

- Applicants claiming a family preference of two or more persons, not elderly, disabled or displaced that resides in the City of Glen Cove at the time of application and can Lease in Place. Applicant has lived in a currently leased unit for 3 or more months in the City of Glen Cove and the Landlord is willing to enter into a Section 8 Housing Assistance Payments (HAP) contract for the tenant that will remain in the same unit that they are leasing. Unit must also meet Housing Quality Standards.

Fifth Preference

- Applicants claiming a family preference of two or more persons, not elderly, disabled or displaced and not leasing in place that resides in the City of Glen Cove at the time of application.

Single Person

- Single persons will be given equal preference with all other persons
- The City of Glen Cove does not exercise its discretionary power to assist non-preference families through local preferences, nor does it verify preferences as a requirement for placement on the waiting list. Verification of preferences is delayed until occupancy consideration.

Closing the Waiting List

- When the City of Glen Cove closes its entire waiting list, or any part of its waiting list, public notice concerning the closing of the entire list, or any part of the entire list, will be placed in the daily newspaper used by the Glen Cove Community Development Agency for official notices, and in any weekly newspaper of general circulation.
- Public notice will not be used as the primary vehicle used to notify special groups, such as minorities, the elderly, the working poor, and the homeless, since this can be better accomplished by dealing directly with

agencies that work as advocates for these special groups. A list of agencies that will be contacted is provided in Appendix 1 of this Administrative Plan.

- Such notice will comply with the fair housing and equal opportunity requirements of the City of Glen Cove, and Department of Housing and Urban Development requirements.

Reopening the Waiting List

- When the City of Glen Cove opens or reopens its entire waiting list, or any part of its waiting list, public notice that families may apply for assistance will be placed in the daily newspaper used by the City of Glen Cove for Official notices, and in any weekly newspaper of general circulation.
- The public notice will state where and when to apply and state any limitations on who may apply for available slots in the program.
- Public notice will not be used as the primary vehicle used to attract special groups, such as minorities, the elderly, the working poor, and the homeless, since this can be better accomplished by dealing directly with agencies that work as advocates for these special groups. A list of agencies that will be contacted is provided in Appendix I of this Administrative Plan.
- Such notice will comply with the fair housing and equal opportunity requirements of the City of Glen Cove and Department of Housing and Urban Development requirements.
- When the City of Glen Cove closes its entire waiting list, or any part of its waiting list, public notice concerning the closing of the entire list, or any part of the entire list, will be placed in the daily newspaper used by the City of Glen Cove for official notices, and in any weekly newspaper or general circulation.
- Public notice will not be used as the primary vehicle used to notify special groups, such as minorities, the elderly, the working poor, and the homeless, since this can be better accomplished by dealing directly with agencies that work as advocates for these special groups. A list of agencies that will be contacted is provided in Appendix I of this Administrative Plan.
- Such notice will comply with the fair housing and equal opportunity requirements of the City of Glen Cove and Department of Housing and Urban Development requirements.

Single Waiting List

- A single waiting list is used for the voucher program. Additions to the waiting list are always accepted and the City of Glen Cove does not anticipate the need to suspend accepting or processing new preliminary applications or adding new applicants to the waiting list. However, should the need arise to close the waiting list, or any part of the waiting list, procedures already stated in this Administrative Plan will be followed.

Issuing or Denying Vouchers - Terms, Extensions and Suspensions

Issuing or Denying Vouchers

- As part of the selection process, families on the Waiting List are contacted and told that they will be awarded a voucher if their eligibility as stated in their preliminary application can be verified.
- Families that are income eligible, qualify as a family under this administrative plan, and are citizens or nationals of the United States, or eligible non-citizens, are given oral briefings and offered a certificate or voucher.
- **Restrictions on Student Eligibility:** Eligibility of Students for Assisted Housing under Section 8 of the U.S. Housing Act of 1937. Section 327 requires that if an individual is enrolled at an institution of higher education, is under the age of 24, is not a veteran, is unmarried and does not have a dependent child, is individually ineligible for assistance under section 8 of the United States Housing Act of 1937 (section 8 assistance), or the student's parents are, individually or jointly, ineligible for assistance, no section 8 assistance can be

provided to the student.

- Families must submit to or supply proof of a criminal background check for all family members who have reached the age of eighteen (18) years. This Agency prohibits admission to the program any applicant for three years from date of eviction if a household member has been evicted from federally assisted housing for drug-related criminal activity. This Agency also prohibits admission if any household member is currently engaging in illegal use of a drug. This Agency also prohibits admission if it determines that it has reasonable cause to believe that a household member's illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. This Agency prohibits admission if an household member has ever been convicted of drug related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing. This Agency enforces HUD mandatory prohibitions for any member of household is subject to a lifetime registration requirement under a State sex offender registration program. This Agency has established a three year period before the admission decision during which an applicant must not to have engaged in drug-related criminal activity: violent criminal activity: or other criminal activity which may threaten the health safety of the owner, property management staff or PHA staff.
- Families will be issued a Voucher, if one is available. Families may remain on the waiting list in their same chronological order while waiting for a Voucher. Families refusing assistance will be removed from the waiting list, and must reapply if they wish to obtain rental assistance in the future.
- Vouchers are issued until available funding is utilized. Projections of the number of each that may be issued is based on a financial projection model that Uses past program experience and Annual Contributions Contract Reserve to determine the number vouchers that may be issued over a five-year period, given available funding. The projection model is checked each quarter to determine if adjustments are required.
- Vouchers are issued based on family size or unit size if the unit they choose to occupy is smaller than subsidy standards stated elsewhere in this Administrative Plan. Families may be issued smaller Vouchers than size unit they would normally occupy, as long as the standard of two persons per living / sleeping area is not exceeded.
- Families may also choose to occupy larger units than indicated by the subsidy standards in this Administrative Plan only in emergency cases, and where there is no known abuse of housing subsidy such as unauthorized persons occupying said units, but the maximum subsidy will always be limited to the Fair Market Rent or Payment Standard applicable to the size unit approved by this Agency.

Terms

- Vouchers issued shall be valid for a period of 60 days. All families will be notified thirty days prior to the expiration of their Certificates or Voucher to determine if they have found a suitable unit, or if they require assistance in finding such a unit.

Extensions

- Extensions will be granted on Vouchers, not to exceed a total of an additional 60 days, if the family can demonstrate that it has actively attempted to find a suitable dwelling unit.
- Such demonstration shall include names and addresses of owners who have been contacted and reasons why potential dwelling units have been rejected. Unless such extensions have the effect of denying other families access to rental assistance, extensions will normally be granted until Voucher holders are able to secure suitable housing.
- Vouchers issued to persons with disabilities will automatically be extended at the holder's request to the full 120 day period allowable under HUD regulations.

Suspension

- The term of a voucher will be suspended from the time when the family submits a request to this agency for approval to lease a unit, until the time when this agency approves or denies the request, provided that each

such suspension does not exceed thirty days. No more than three such suspensions will be authorized for a certificate or voucher holder, unless this agency finds extenuating circumstances warranting such suspension.

Special Purpose Funding

- Special purpose funding, funding for specified families, or a specified category of families issued by HUD will always follow directives issued by HUD at the time funding is provided. If required and acceptable to this agency the contents of this Administrative Plan will be amended at the time special funding is provided.

Definition of a Family and Definition of Continuously Assisted

Definition of a Family

- The definition of family and the family's eligibility for assistance and placement on the waiting list is based on eligibility and occupancy criteria established by the U.S. Department of Housing and Urban Development as well as this agency's policies. Eligible families and individuals that may be placed on the Waiting List, in addition to meeting preliminary income and all other preliminary eligibility criteria, must be one of the following:

A disabled person or family whose head or spouse or sole member is disabled; A displaced person or family; A homeless person or family;

An elderly person or family whose head or spouse or sole member is at least sixty-two years of age;

Two or more persons sharing residency as a family irrespective of age; A single person of any age who is an expectant mother, or in the process of securing legal custody of a minor; A single person of any age.

- A **disabled person** is defined as a person who is under a disability as defined in section 223 of the Social Security Act, or who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, or a disabled person having a physical or mental impairment which (1) is expected to be of long-continued and indefinite duration, (2) substantially impedes his or her ability to live independently, and (3) is of such a nature that such ability could be improved by more suitable housing conditions.
- A **displaced family** is a family that has been displaced by government action and is required to move by the Federal Government, a State Government, or a local government, or a family that is required to move due to a disaster that is declared or formally recognized by the Federal Government.
- A **homeless family** includes any individual or family who currently lives in substandard housing where substandard is defined as involving a unit that is:
 - a) Dilapidated and does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family, or has one or more critical defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure, or does not have operable indoor plumbing.
 - b) Does not have a usable flush toilet inside the unit for the exclusive use of a family
 - c) Does not have a usable bathtub or shower inside the unit for the exclusive use of a family
 - d) Does not have electricity, or has inadequate or unsafe electrical service, or
 - e) Does not have a safe or adequate source of heat, or
 - f) Should, but does not have a kitchen, or
 - g) Has been declared unfit for habitation by an agency or unit of government
 - h) A homeless family is also defined as a family that lacks a fixed, regular, and adequate nighttime residence and has a

primary nighttime residence that is:

-a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill), or

-an institution that provides a temporary residence for individuals intended to be institutionalized, or A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings

A homeless family does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.

Continuously Assisted Family

- A family that has been continuously assisted under the 1937 Housing Act will be placed on the waiting list or assisted using the low-income limits published by the Department of Housing and Urban Development.
- A family will be considered continuously assisted if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the certificate or voucher program. If a continuously assisted family's assistance is temporarily interrupted for a period exceeding sixty days before changing programs and being admitted to the agency's program, such interruption will cause that family to lose their status as a continuously assisted family.
- A family continuously assisted can transfer their section 8 voucher to a remaining adult family member if that member is on the section 8 household, as a remaining household member.

Use and Occupancy of Unit

- The Family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- A family may-not add other adults to household not currently being assisted without permission of this Agency.
- When a family removes an adult member from their household this Agency will adjust the voucher size to match the new household composition.

Exceptions

- Exceptions for unassisted family members require a documented medical emergency which designate the assisted family as last resort housing. Court-awarded custody of a child / and or Foster child care and certified live-in aides.

Encouraging Participation by Owners of Suitable Units Located Outside Areas of Low Income or Minority Concentration

- Contact with owners, brokers, property managers, and associations of these groups encouraging participation by owners of suitable units located outside any areas of low income or minority concentration will initially be made through a community-wide information program.
- While there are significant low income or minority population concentrations within this housing agency's jurisdiction, there are income eligible minorities in the housing market area and special efforts will be required to attract these groups to the program and inform them of the availability of housing opportunities in areas outside of impacted areas.
- Paid advertisements and press releases, stressing the advantages to owners who participate in the program, will be placed in the daily newspaper used by this agency for official notices. and in any weekly newspaper of general circulation. Advertisements and press releases will appear at the start of the application period and throughout the program as required. Advertisements will also be placed in the classified sections of local newspapers, if necessary in an attempt to encourage more owners to participate in the program. All

advertisements will comply with Advertising Guidelines for Fair Housing, of the Department of Housing and Urban Development.

- Press releases will be issued, at the start of the application period, and during the program as required, and distributed through the media list. Press releases will stress the advantages to owners who participate in the program, and will conform with Advertising Guidelines for Fair Housing of the Department of Housing and Urban Development.
- In order to interest owners in participating in the program, information concerning potential rehabilitation of existing units through lease-secured loans or rent increases will be provided and discussed with local banks, as necessary.
- This Agency does not pay real estate brokers fees or security deposits for any program participants.

Assisting a Family that Claims Illegal Discrimination has Prevented the Family from Leasing a Suitable Unit

- Assistance will be provided when a family alleges that illegal discrimination is preventing that family from finding a suitable unit. In such cases, families will be counseled on their rights, and where required, will be referred to appropriate local, county or state human rights organizations for additional assistance and resolution of the alleged discrimination.
- Applicants or participants claiming to have been subjected to discrimination because of race, color, religion, sex, disability, familial status, or national origin in search for housing, or in the housing they currently occupy will be asked to complete the Housing Discrimination Complaint Form and mail to the nearest HUD office. Assistance with completing the form and mailing it to the nearest HUD office will be provided by this agency.

A Statement of our Agency's Policy on Providing Information about a Family to Prospective Owners

- An agency administering Section 8 is not subject to federal Freedom of Information Act (FOIA) and Privacy Act requirements. The decision whether to release or deny release of program information generally rests in the discretion of the housing agency, subject to any restrictions under State or local law concerning disclosure of information obtained pursuant to the family's verification release or consent. A family's rental history concerning prior good standing as to timely tenant payments or problems such as damages is not privileged.

Disclosure of Certain Information Prohibited

- Information acquired by this agency or by an officer or employee of this Agency shall be for the exclusive use and information of this Agency in the discharge of its duties under NY Code- Section 159 and shall not be open to the public nor be used in any court in any action or proceeding pending therein unless this Agency is a party or complaining witness to such action or proceeding. This Agency requires a court order to release confidential personal information

Disapproval of Owners - Mandatory Denial

- This agency will not approve rental from the owner if so directed by HUD when the owner has been the subject of equal opportunity enforcement proceedings, as follows:
 - a) The Federal Government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending.
 - b) A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.
- In all cases of mandatory denial, this agency must be presented with appropriate documentation by HUD or another agency concerning disapproval of owner.

Discretionary Denial

- This agency may, on a case-by-case basis, deny or delay approval to lease a unit from an owner for any of

the following grounds:

- a) The owner has violated obligations under a HAP contract under Section 8 of the 1937 Act.
- b) The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
- c) The owner has engaged in drug-trafficking.
- d) The owner has a history or practice of noncompliance with the HQS for units leased under the tenant- based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.
- e) The owner has a history or practice of renting units that fail to meet State or local housing codes The owner has not paid State or local real estate taxes, fines or assessments.

Subsidy Standards

- Applicants that are expected to meet the family eligibility and income requirements of the Section 8 Program are placed on the waiting list by preference, date, and time of application. Size of unit is established for each applicant according to the following occupancy standards:
 - a) Non-spousal adults are not placed in the same bedroom.
 - b) Minors of different sex are not placed in the same bedroom.
 - c) Two minors of same sex are placed in same bedroom.
 - d) Documented single expectant mothers expecting their first child are given one bedroom vouchers. Mothers may request two bedroom vouchers after infancy, which would be issued contingent upon budgetary restrictions.
 - e) Persons securing legal custody of a minor or minors are provided with additional bedrooms to house the minor or minors.
 - f) Bedrooms are provided for required care persons.
 - g) Elderly or non-elderly couples with medical documentation are given two bedrooms.
 - h) Single persons who are either age 62 or older, disabled, or displaced are always assigned one bedroom or smaller units.

Family Absence from the Dwelling Unit

- A family may be absent, meaning that no member of the family is residing in the unit, from its assisted unit for brief periods, but the family may not be absent from the unit for a period of more than 180 consecutive calendar days in any circumstance, or for any reason. If a family is evicted for gross violation of the lease agreement, the family must satisfy any court ordered judgments before continuation of HAP assistance. If these obligations are not met and the family is unplaced for 180 days, the Voucher will expire and return to this Agency for reissue to families on the waiting list.
- Housing assistance payments will terminate if the family is absent for longer than the maximum period of 180 consecutive, and the HAP contract and assisted lease also terminate at that time.
- The assisted family must cooperate with this agency and supply any information or certification requested to verify that the family is residing in the unit, or relating to family absence from the unit.
- Assisted families must promptly notify this agency of any planned absence from the unit exceeding 30 consecutive days and supply any information requested by this agency on the purposes of such family absences. Absences exceeding 30 days that are not reported or not consistent with the policies of the Section 8 program may lead to termination of assistance.
- Visitors are limited to a maximum of thirty consecutive days. Visitors exceeding that time limit will be considered members of the tenant family and cause the tenant family to be recertified.

How to Determine Who Remains in the Program if a Family Breaks Up

- If the adult members of an assisted family separate, this agency will assign the assistance to an eligible family member as follows:
 - a) Assistance will remain with family members remaining in the original assisted unit if no minor children are members of the assisted family, the member of family remaining in the unit is not guilty of any violent criminal activity or drug abuse activity, and the member of the family remaining assisted unit is eligible for assistance under the regulations of the Section 8 program and this administrative plan.
 - b) Assistance will remain with the family member caring for minor children, an elderly person, or disabled family member if the member of family remaining in the unit is not guilty of any violent Criminal activity or drug abuse activity, and the member of the family remaining in the assisted unit is eligible for assistance under the regulations of the Section 8 program and this administrative plan.
 - c) Family members forced to leave the unit as a result of actual or threatened physical violence against family members by a spouse or other member of the household will be given first consideration in assigning assistance.
 - d) If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, this agency will be bound by the court's determination of which family members continue to receive assistance in the program.

Informal Review Procedures for Applicants and Participants

- Appeals arising out of actions and determinations made through this agency's Section 8 Program will be adjudicated under informal review procedures for applicants. Informal meetings for applicants that have been denied a preference, informal review procedures for applicants who have been denied assistance because they lack eligible non-citizen status, and under informal hearing procedures for participants. Applicants and participants are given prompt written notice of an action or determination by this agency that is subject to appeal, a brief statement of the reasons for the action or determination, provided with instructions on how to initiate an appeal, and given a time limit for initiating an appeal.

Timing for Informal Reviews, Hearings, and Meetings

- Informal reviews, informal meetings, and informal hearings must be requested by affected parties within ten days of the receipt of the notification of the action or determination reached by this agency, except that informal hearings related to non-citizens must be requested by affected parties within fourteen days of the receipt of the notification of the action or determination reached by this agency. Upon request of the affected party, this deadline may be extended for an additional ten days. No extensions will be allowed after the second ten-day or fourteen-day period.
- Requested informal reviews, informal meetings, and informal, hearings will be conducted within ten days of the request of the affected applicant or tenant, subject to the availability of said applicant or tenant, and a decision rendered in writing within ten days following the conclusion of the review or hearing. Each of these deadlines may be extended an additional ten days if required.

Conducting Informal Reviews, Hearings, and Meetings

- Informal reviews and informal meetings will be conducted by any staff person or persons designated by this agency, other than a person who made or approved the decision under review or a subordinate of such person. At their own expense, applicants may be represented by a lawyer or other representative. The person who conducts the review or meeting will regulate the conduct of the review in accordance with this agency's review procedures. This agency and the applicant will be given the opportunity to present evidence, and may question any witnesses. Evidence will be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
- Informal hearings will be conducted by a professional arbitrator designated and compensated by this agency. At their own expense, participants may be represented by a lawyer or other representative. The person who

conducts the hearing will regulate the conduct of the hearing in accordance with this agency's hearing procedures. This agency and the participant will be given the opportunity to present evidence, and may question any witnesses. Evidence will be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

Granting of Informal Reviews, Hearings, and Meetings

- Applicants wishing to participate in the Section 8 Program will be given an opportunity for an informal review to consider whether decisions relating to the individual circumstances of the family are in accordance with law, HUD regulations and this agency's rules, in the following cases:
 - a) Determination of a family's gross income for purposes of qualifying that family for placement on the waiting list.
 - b) Determination of a family's placement on the waiting list and bedroom size.
 - c) Determination to disqualify or remove a family from the waiting list for any reason.
- Applicants wishing to participate in the Section 8 Program will be given an opportunity for an informal meeting to consider whether decisions relating to the individual circumstances of the family are in accordance with law, HUD regulations and this agency's rules, in the following cases:
 - a) A determination of denial of a federal preference related to eviction as a result of a drug-related crime. A determination of denial of a federal preference that cannot be verified.
 - b) Applicants wishing to participate in Section 8 Program will be given an opportunity for an informal hearing to consider whether decisions relating to the individual circumstances of the family are in accordance with law, HUD regulations and this agency's rules, in the case of ineligible non-citizens that have failed INS primary and secondary verification procedures.
 - Participants in the Section 8 Program will be given an opportunity for an informal hearing to consider whether decisions relating to the individual circumstances of the family are in accordance with law, HUD regulations and this agency's rules, in the following cases:
 - a) A determination of the amount of the Total Tenant Payment or Tenant Rent (not including determination of this agency's schedule of Utility Allowances for Families in this agency's Section 8 program).
 - b) A decision to deny or terminate assistance on behalf of the participant.
 - c) A determination that a participant family has a Voucher for a larger number of bedrooms than appropriate under this agency's standards, and this agency's determination to deny the family's request for an exception from the standards.
 - d) In the case of an assisted family that wants to move to another dwelling unit with continued participation in this agency's program, a determination of the number of bedrooms entered on the Certificate or Voucher under the standards established by this agency.

Denial of Informal Reviews, Hearings, and Meetings

- An opportunity for an informal review will not be offered in the following cases:
 - a) To review discretionary administrative determinations by this agency, or to consider general policy issues or class grievances.
 - b) To review the selection and offering assistance to a family from the waiting list.
 - c) To review this agency's determination that a unit does not comply with this agency's housing quality standards, that the owner has failed to maintain or operate a contract unit to provide decent, safe and sanitary housing, including all services, maintenance and utilities required under the lease, or that the contract unit is not decent, safe and sanitary because of an increase in family size or change in family composition.

- d) To review a decision by this agency to exercise any remedy against the Owner under an outstanding Contract, including tile termination of housing assistance payment to the owner.
- e) To review this agency's decision not to approve a family's request for an extension of the term of the certificate or voucher issued to an assisted family that wants to move to another dwelling unit with continued participation in this agency's Section 8 program.

Final Decision in Informal Reviews, Hearings, and Meetings

- The person who conducts the informal review, meeting, or hearing will issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the applicant or participant shall be based on the evidence presented at the review, meeting, or hearing.
- A copy of the decision will be furnished to the participant, this agency will not be bound by an informal review, meeting, or hearing decision concerning a matter not requiring an opportunity for an informal review, meeting, or hearing, or contrary to HUD regulations or requirements, or otherwise contrary to Federal, State or local law.
- If this agency determines that it is not bound by a decision, this Agency shall promptly notify the participant of the determination. and of the reasons for the determination.

Special Policies Concerning Special Housing Types in the Program

- This Agency has adopted no special policies concerning special housing, types in the program since no special housing types are in its program.

Policies Concerning Payments by a Family to our Agency of Amounts the Family Owes our Agency

- Families owing this agency any amounts for any reason such as unreported income will be required to repay, and sign an agreement to periodic (monthly) or in full repayment. Families must satisfy the full amount owed before being allowed to move to a new unit or submit a new Request for Lease Approval in this agency's Section 8 program.
- Families not meeting the agreed too periodic repayments for any period in excess of thirty days will have their assistance terminated and be prohibited from participating in this agency's program until full reimbursement has been made.
- Families owing this agency any amounts for any reason will not be able to use Portability to port out to any other agency until all unpaid amounts have been satisfied.
- Families repaying this agency must make payments to CDA\Section 8 fiscal officer by or before the first of each month prior to release of HAP payments.
- Repayment periods may not exceed 12 months.

Policies Concerning Termination of Assistance without a Review or Hearing Required

- This Agency may deny or terminate assistance, at its discretion and at any time, if any participant or member of the family engages in any illegal activity in violation of, 24 Code of Federal Regulations Part 982, State, Local or municipal laws.

Policies Concerning Assistance to Non-citizens

- Section 214 of the Housing and Community Development Act of 1980, as amended, generally prohibits HUD from providing housing assistance to aliens unless they meet certain residency qualifications.

Eligibility of Non-citizens

To be eligible for housing assistance, non-citizens must fall into one of the following categories:

- a) Lawfully admitted for permanent residence;
- b) Lawfully admitted for temporary resident status as special agricultural workers;
- c) Granted refugee or asylum status or granted conditional entry because of persecution or fear of persecution on account of race, religion or political opinion, or because of being uprooted by national calamity;
- d) Granted parole status by the attorney general;
- e) Lawfully present because the attorney general withheld deportation because of a threat to life or freedom;
- f) Granted amnesty for temporary or permanent residence.

Policies Concerning Minimum Rent

- The Minimum Rent Policy pertains to families with no income. The minimum tenant's share of rent for all participants in this Agency's rental assistance program is \$50.00 per month. Exceptions for the minimum payment of rent may be made due to extenuating circumstances at the discretion of the Agency.

Minimum Rent Hardship Exceptions

- Lost eligibility / awaiting determination for Federal, State or Local Assistance Programs except TANF payments due to failure of participants to fulfill public assistance requirement and would be evicted as a result of requirement.
- Lost of employment due to circumstances beyond participants control (laid-off).

Portability

- Program rules allow a family to gain admission to the voucher program in one area and then use that assistance to lease a unit in another area.
- An assisted family may lease a unit anywhere in the jurisdiction of the PHA issuing the certificate or voucher (the initial PHA). Also, the family generally may use the voucher to lease a unit in the same state as the initial PHA, in the same metropolitan statistical area (MSA) as the initial PHA but in a different state, in an (MSA) adjacent to the (MSA) of the initial PHA but in a different state, or in the jurisdiction of a PHA anywhere in the country that is administering a tenant-based program. However, if neither the head of household nor spouse resided in the jurisdiction of the initial PHA when applying for assistance, the family has no right to lease a unit outside of the initial PHA's jurisdiction for twelve months, though it may go outside of the jurisdiction with the approval of the initial PHA and the PHA in the area to which the family is moving (the receiving PHA).
- The family must meet the income requirements for the area in which it initially leases a unit. If the family moves to another area and transfers between the certificate and voucher programs, it must be income-eligible for the new program in the area where it leases an assisted unit. No re-determination of income eligibility is required after a move if the family remains in the same program.

Portability Procedures

- The portability procedures for the tenant-based assistance program provide for a sharing of responsibilities between the initial and receiving PHA. The initial PHA will be responsible for determining whether the family is income-eligible for the area where the family wants to lease a unit. The initial PHA must tell the family how to contact and request assistance from the receiving PHA, and the initial PHA must notify the receiving PHA to expect the family.

Tenant's Right to Move

- An assisted family may move to a new unit if the family is in good standing with this Agency (not owing any

monies to landlord or Agency), the assisted lease for the old unit has terminated; the owner has given the tenant a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the family; or the family has given notice of termination of the lease.

- A family may move one or more times with continued assistance, either within the jurisdiction of the initial PHA or to the jurisdiction of another PHA. A PHA may establish policies that prohibit any move during the first year of assisted tenancy or more than one move by a family during any one-year period. These policies may apply both to moves within the PHA's jurisdiction and to moves outside of that jurisdiction.

Administration by Initial PHA

- The initial PHA must administer assistance for a moving family if the unit to be leased is located within the same state, the same PHA, or an adjacent PHA and no other PHA with a tenant-based assistance program has jurisdiction over the area. To allow the initial PHA to continue to administer the assistance in areas outside of its jurisdiction, federal law and regulations on portability preempt any jurisdictional limits under state and local law. The initial PHA may use another PHA, a private management entity, or another contractor or agent to help administer assistance outside of its jurisdiction.

Administration by Receiving PHA

- When a family moves outside of the jurisdiction of the initial PHA, the receiving PHA must issue a certificate or voucher to the family if it operates a tenant-based assistance program. If there is more than one such PHA with jurisdiction in the area to which the family is moving, the initial PHA may choose the receiving PHA.
- The receiving PHA generally has the option of issuing the family either a certificate or voucher. However, if the family initially received a certificate or voucher and is ineligible for admission to the other program in the receiving area, the receiving PHA must continue assistance under the same program if it is administering such a program.
- The receiving PHA must determine the appropriate family unit size for the incoming family. The term of the certificate or voucher issued to the family may not expire before the expiration date of any voucher or certificate issued by the initial PHA, and the receiving PHA will determine whether to extend the term. The family must submit a request for lease approval to the receiving PHA during the term of the certificate or voucher issued by that PHA.
- The receiving PHA will perform all program administrative functions, such as reexaminations of income and family composition. Either the initial PHA or the receiving PHA may make a determination to deny or terminate assistance.

Billing

- The receiving PHA may absorb the incoming family into its tenant-based assistance program, using funds under its consolidated ACC. or it may bill the initial PHA for housing assistance payments and administrative fees. HUD may transfer funding for the incoming family to the receiving PHA from the initial PHA's ACC., provide additional funding to the initial or receiving PHA, or require the receiving PHA to absorb the incoming family.

Reasonable Rent

- This Agency has adopted a policy that a rent reasonable document will be included in the tenant file for each subsidized unit. The form will document the gross and comparable rents for that unit. Owners requesting increases at recertification must meet all Housing Quality Standards for contract renewal.
- Owners requesting increases over the Payment Standard must provide tenants with amenities that take into consideration the location, size, type, quality, and age of the unit as well as other services, maintenance and utilities provided by the owner.
- This Agency will maintain a rent log taken from local newspapers on a quarterly basis showing the rents requested by local realty agents and private rental units advertised for rent.

- Landlords are requested to note comparable rents they would have in multi-family units.
- Owners with one unit can be compared to local listing for similar units found in local advertisements for rent.

Housing Quality Standards

- This Agency will inspect all new units before any contracts will be issued.
- All section 8 units will be inspected at least once each year before the annual recertification date, units may also be inspected for special and supervisory purposes.
- All units must pass a general health and safety review as outlined in our HUD or Happy Software inspection booklets.
- Failed inspections will lead to HAP abatement until all necessary repairs are made.
- Landlords with a history of failing units and non-responsive attention can be barred from future program participation.
- Tenants in failing units with non-responsive land lords will be required to relocate to suitable units that will pass inspection.
- Non-responsive land lords will not receive abated HAP payments if tenants are forced to move due to failing status of unit.

Homeownership option

- This Agency does not offer homeownership option all families interested in this program are referred to Nassau County consistent with Consolidated Plan as required by HUD as an Reasonable Accommodation for Disabled participants currently receiving assistance.
- Homeownership assistance may be used to purchase existing housing, not to purchase a unit under construction or a unit with a Section 8 project-based subsidy.
- Homeownership assistance may be used to purchase any Public Housing conversions, offering private ownership to eligible low income families. There is a mandatory employment provision for interested families.
- Section 8 Program participants will also be eligible for rental assistance at any Public Housing conversions to private ownership.

Policies Concerning Upfront Income Verification (UIV) (EIV) (TASS) / System PHA Security Procedures

- The City of Glen Cove has incorporated the (EIV) security procedures version 1.2 January 2005.

This Agency will safeguard (EIV) system data:

- Program staff with access to (EIV) system have user ID and Passwords.
- The user ID identifies the PHA and tenant information that the user is authorized to access.
- Passwords are encrypted, and the password file is protected from unauthorized access.
- Program staff will shield or bar unauthorized persons from viewing documents containing private data.
- This Agency has locked outer office doors and locked metal file cabinets, and secure computer and equipment areas.

- There is restricted use of printers, copiers and facsimile machines, etc.
- This Agency will determine who shall have access to (EIV) system data, and maintain a record of all users who have approved access, including the date the access was granted and the date access was terminated.
- All (EIV) data will be shredded as soon as it has served its purpose.
- Reviews will be conducted periodically to determine if users still have a valid need to access the (EIV) data.
- All access rights are modified or revoked as appropriate.
- This Agency will maintain a key control log to track the inventory of keys available for secure buildings and file cabinets, the number of keys issued and to whom the keys are issued.
- This Agency uses (EIV) tools to obtain all household income for program participants.
- This Agency will use (EIV) data and other third party means to establish income, any discrepancy will be investigated to verify income.
- This Agency will make all determinations as to (EIV) system data, tenant supplied documentation and third party verifications to establish household income.
- This Agency will require all unreported income to be repaid in full or through additional TTP increase over a specified period of time to repay the debt.
- This Agency will require all program participants to sign a repayment agreement; failure to repay or agree to sign a repayment agreement will result in termination and/or criminal charges relating to fraud.
- This Agency will safeguard all tenant data from casual view or interception, any staff members who fail to protect documents or access to computer screens will be given written warning to be placed in their personnel file, a second instance could lead to further disciplinary action including suspension or termination of employment with this Agency.
- This Agency will address any breach of security that's results in criminal use of EIV data by contacting the Nassau County District Attorneys Office or HUD inspector General Office for prosecution.

Policies Concerning Assistance to Disaster-Affected Families for Voucher Programs

- This Agency may use existing vouchers to assist either displaced public housing or voucher participants affected by federally declared disasters.
- The families of federally declared disasters who are Section 8 voucher holders or public housing residents in another jurisdiction will receive preference over the other waiting list place holders.
- New applicants to public housing and voucher programs must meet the Federally declared disaster preference and be income eligible.
- This Agency will not issue vouchers above our existing voucher resources or allocation.

Policies Concerning Tenant Responsibility

- Families are responsible to find suitable housing that is appropriate to their voucher size whenever possible. Any fees associated in securing this housing is the tenant's responsibility and is not reimbursable.
- Families must comply with terms and conditions of the Tenancy Addendum for Section 8 tenant Based Assistance as well as specific term of your lease with your landlord if applicable.
- Tenant portion of rent is due the first of each month not to exceed the first week of each month.

- Report any requests for "side payments to this office immediately any side agreements may be viewed by this Agency as fraud by all parties involved.
- Report all deficiencies or problems associated with housing unit to landlord in writing with a copy to this Agency.
- All utilities must be in tenants name unless the owner has a service contract for oil that requires the owner to maintain the bill in the owner's name; a receipt from the owner to the tenant will be acceptable. Water bills also may be in owners name to keep from having liens placed on the property a receipt from the owner to tenant for paid water bills is acceptable.
- Families must cooperate with the recertification process, failure to report all household income, including child support, disability or unemployment, may result in loss of your housing subsidy or repayment to this Agency of 30% of all unreported gross income.
- This Agency requires complete copies of all tax returns filed by any members of your household.
- Please note that persons claimed on your returns must be authorized members of your household. Exceptions as noted in the tax codes, no exceptions for individuals receiving federal subsidy in other subsidized households.
- Criminal background checks are required for all persons 18 years of age or older that are added to the household or who have been arrested in the household during the annual recertification period. These fees are reimbursable.
- Families are required to permit scheduled inspections of the entire dwelling unit.
- Families receiving housing subsidy cannot offer housing to anyone not on their authorized household. No unauthorized individuals may reside in your unit, any visits of more 30 days are considered to be a violation of the Tenancy Addendum and could result in termination proceedings.
- Illegal drug or criminal activity is strictly prohibited and will result in termination of your assistance. Please note that the head of household will be held responsible for any criminal activity by any household member or guest. The head of household is held responsible to be aware of any criminal activity in the subsidized unit.
- Provide your landlord with at least a 30-day written notice of your desire to move with a copy to the Section 8 office.
- This Agency will not issue a new HAP contract on your behalf unless you have paid all sums TTP due your landlord.

Policies Concerning the Process for Establishing and Revising Payment Standards

- This Agency uses a Payment Standard that is equal to 100 percent of the Fair Market Rent.
- This Agency reserves the right to increase the Payment Standard to 110 percent of Fair Market Rent. The use of the higher Payment Standard is based on Rent Reasonableness and/or other special amenities such as location, size, type, quality or distinctions such as single family homes, handicap access, etc.
- Any increase in the Payment Standard above 110 percent can only be obtained from the HUD Regional Office.
- Families seeking Payment Standards above 110 percent must fulfill the requirements as set forth by HUD Regional Office.
- This Agency will determine the size of the unit to which a family is eligible.

- The Fair Market Rent and the Payment Standard are adjusted by the number of bedrooms in the unit, with higher payments allowed for each additional bedroom. The family has the option to pay additional rent above the amount of the Payment Standard up to 40 percent of gross family income at initial lease-up, with the approval of this Housing Agency.
- This Agency has the authority to refuse to allow a tenant to rent a unit if the rent is considered too high even though the tenant is willing to paying the excess rent.
- Families are prohibited from entering into any agreements with landlords to pay additional money for rent (side payments) not approved by this Agency as a part of the housing contract. Collusion to defraud could result in termination and/or criminal charges to all parties involved.

Process for Recertification

- Recertification notices are sent out 90 days prior to annual renewal date.
- Families are required each year to recertify with this Agency and to submit all documentation requested in order to comply with HUD regulations.
- Current is defined as what is actual income or loss at present, the time frame of documents should be within 6 months of date of action, or within calendar year for things that do not change.
- Documentation of all current income sources in your household, three (3) current consecutive pay stubs.
- Families must provide documentation of all child support payments, petitions or letters of arrears.
- Families must provide copies of tax returns each year. Families must file tax returns if required by law.
- Families must provide copies of all utility bills which they pay. They are required to be in the name of the head of household to receive a utility allowance except as noted to oil and water under certain circumstances, were receipts are accepted due issues of service contracts and property leases.
- Families must provide proof of college enrollment, if applicable to any member of your household. Income from full time students is not counted as household income. Income from household members in the military is also excluded.
- Families may provide statements covering 50 weeks of child care cost maximum of \$5000 for each child up to the age 13 if parents are working or in school.
- All household members over eighteen (18) years of age must show documentation as their status as a student or all income if working, if not working must document all attempts to work and or any medical reasons why they are unable to work. Parents may make periodic declarative statements as to the inability of their child to find employment and what methods are being used to find employment.
- Heads of households who are elderly or disabled may submit proof of medical costs which they paid and for which they are not reimbursed.
- This Agency will verify all income using third party verification, EIV, The Work Number and other data bases.

Policies Concerning Violence Against Women and Department of Justice Reauthorization Act of 2005 (VAWA)

- This Agency would give anyone on our waiting list a first priority for voucher issuance that has been determined to be a victim of domestic violence. As a member of the Nassau County Consortium with Consolidated Plans, any inquiries from outside our waiting list would be referred to Nassau County.
- This Agency has worked with Nassau County and New York City Housing Agencies in finding available

housing units and absorbing domestic violence victims into our program.

- This Agency is also a member of the Inter Agency Council of Glen Cove, whose primary mission is to provide mutual support among community agencies to direct families and individuals to services such as the Emergency Hot Line for
- Domestic violence.

Procedures Concerning Limited English Proficient (LEP) Requirements

- The City Council adopted a Title VI Plan for the City of Glen Cove on June 26, 2018 that included a four-factor LEP analysis as follows that is followed by the Section 8 Housing Choice Voucher Program for its LEP constituents.
- The HCV Program staff analyze annually via a four prong process:
 - a) The number or proportion of people with limited English proficiency in the service area who may be served by the City of Glen Cove.
 - b) The frequency with which people with limited English proficiency come in contact with City of Glen Cove services.
 - c) The nature and importance of services provided by the City of Glen Cove to the LEP population.
 - d) The interpretation services available to the City of Glen Cove and overall cost to provide LEP assistance.It should be noted that since the adoption of the LEP Plan, in addition to on-site translation services by bilingual staff, the Agency has added a Google Translate icon on its website to translate documents posted on-line into a multitude of languages as well as purchased a translating device that allows staff conversation to be translated into a multitude of languages and vice versa if a non-English speaking constituent is in need of translation/communication services not readily available in-house.

The GCCDA HCV Program Takes "Affirmative Measures" to Ensure Equal Opportunity and Affirmatively Further Fair Housing

Glen Cove Housing Choice Voucher Program takes the following affirmative measures to ensure equal opportunity and affirmatively further fair housing:

When a participant or applicant reports that they have been discriminated against by a landlord or a real-estate agent, The Agency will follow any one or more of the following procedures:

- Inform them to fill out the HUD Form 903 Online Complaint. (see attached) Visit on-line form: https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint
- Refer them to report the incident to Nassau County Division of human rights or to the Long Island Housing Services. (See attached) Visit on line: <https://www.nassaucountyny.gov/414/Human-Rights-Commission>
- Handout a Fair Housing Rights Guide for Long Island pamphlet (supplied by Long Island Housing Services, Inc. (See attached)
- Refer them to Nassau, Suffolk Law Services. (See attached) Visit on line: <https://www.nslawservices.org/>
- Agency will contact landlords and rental agents on behalf of tenant complaints to get an understanding of complaint and remedy. This could include the banning of landlord participation and or filing complaint to HUD inspector general.

Public Hearing 2-B





GLEN COVE POLICE DEPARTMENT POLICE REFORM PLAN

Timothy Tenke
Mayor

William F. Whitton
Chief of Police

DRAFT FOR REVIEW

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Introduction

The Office of The Mayor of Glen Cove and the Glen Cove Police Department submit this plan pursuant to New York State Executive Order 203 (hereinafter “EO203”). This plan was developed after a comprehensive review of police force deployments, strategies, policies, procedures and practices through consultation with community stakeholders. This plan will enable the Glen Cove Police Department to continue its robust community-oriented policing strategies while working towards further reducing racial disparities in policing.

In accordance with the mandates of EO203 and the guidance provided by NYS relating to the Executive Order, the City of Glen Cove worked closely with the Nassau County Police Department to engage in a collaborative effort with community stakeholders through several different forums. Part of this engagement was having a representative Chief attend County-wide policing forums that were established by Nassau County Executive Laura Curran. These forums, Police and Community Trust initiative (PACT) and the Community Collaborative Task Force (CCT), met numerous times throughout the reform process and helped to inform many of the policing plans discussed in this volume. In addition to this, several local forums were hosted by the Glen Cove Police Department to gain more localized resident input and engagement. These forums included the Mayor’s Town Hall on Policing, SAFE’s Parent University Bilingual Forum, the Glen Cove InterAgency Council meeting, SAFE’s Community Forum, and several school forums. Additionally, this report will be shared publicly through the City’s main webpage, Facebook page and other social media platforms. Finally, the Glen Cove Police Department has established an email address which can be utilized by residents to send suggestions, concerns or ideas relating to police reform. Each of these forums provided a means by which the City was able to gather valuable input from our residents for consideration when drafting this plan.

The Glen Cove Police Department participated in this collaborative effort while conducting a full review of department policies and procedures. As a result of the input from our community, we have made modifications to our policies and procedures as outlined herein. This plan reflects the Glen Cove Police Department’s commitment to serve all the people of our community both equally and fairly. As reflected herein, the Department, in many instances, addressed the issues presented in the NYS guidance relating to transparency and racial disparity prior to the promulgation of EO203. Nevertheless, the Department undertook this important introspective exercise because, as an agency, we are committed to fostering trust, fairness, and legitimacy while working towards reducing racial disparities.

Recent events which have led to unrest in our country have made it clear that law enforcement, community members, and elected officials must work together to build mutual trust and respect. The City and the Police Department acknowledge that this important work does not end with the submission of this document, but rather must be an ongoing effort to continuously improve relations between our officers and the communities the Department serves.

Glen Cove Police Department

The City of Glen Cove Police Department is a full-service law enforcement agency located on the North Shore of Nassau County, New York. Established in 1918, the department serves a diverse population of approximately 27,062 residents. Each member of the department is dedicated to providing a full range of police services to the public while also ensuring a safe and secure community environment. The Department currently has 53 sworn officers spread across three main areas: Patrol, Investigations, and Administration.

Service to the community remains the Department's core philosophy and all officers are fully committed to establishing productive partnerships with the communities served and other relevant stake holders. As a service-oriented agency, the Glen Cove Police Department has a long history of strong relationships with the communities it serves. The Glen Cove Police Department is proud of the work it does to develop and maintain these relationships as they are key in keeping an open line of communication between the Department and the members of the community. The Department demonstrates its presence in our neighborhoods and the Department's commitments to our residents in many ways. Some examples include:

- Annual National Night Out Program and Open House
- School programs (Pride, Red-Ribbon Week, PARP, Pre-Prom Program)
- Informational seminars (scams directed at senior citizens, and holiday shopping)
- The Law Enforcement Explorer Program
- Drug awareness and prevention programs
- Citizens Police Academy (CPA)

Glen Cove's Police Reform Plan

The Policing Plan outlined in this volume adheres closely to the Guidebook published by New York State. The Guidebook suggests that police agencies and communities examine the police function in four major areas: The role of the police; employing smart and effective policing standards and strategies; fostering community-oriented leadership, culture and

accountability; and recruiting and supporting excellent personnel. Under each major section, the Guidebook suggests more detailed areas for examination. This plan examines all these suggested areas and, in many instances, goes well-beyond in depth and scope. It is our sincere hope that this plan will present the public with a more nuanced understanding of policing in Glen Cove, the steps we take to continually improve our services and that the entire collaborative experience resulted in a fortification to the already strong bonds shared between the officers and the communities that we serve.

The Role and Function of Policing in Glen Cove

A primary area of discussion for the collaborative effort was to explore and discuss the role and function of policing with our community. In several forums and discussions, this concept was discussed at length. Community members, non-profit leaders, business owners, and City Officials all expressed their desire for public safety. This was often considered the primary role for the police, but other roles such as community educators, problem -solvers, outreach and substance-abuse preventors were also raised as legitimate roles. In many instances, the community expressed a desire for the police to continue to provide services that went beyond being simply law enforcers.

Current Practices

The Glen Cove Police Department adheres to a community policing philosophy that is enhanced through active problem-solving and responsiveness to community concerns. In vision, we consider the Police Department to be a service-based agency meeting to multiple needs and concerns of the communities we serve. In that vein, we do not define ourselves by the sole purpose of law enforcement, but rather use that as a jumping-off point to encompass all of the services that we can and do bring to the community. As you will read in this volume, the officers of the Glen Cove Police Department take on many roles in this community. These roles include law enforcement, mentors, outreach workers, first responders, educators, wild-life officers, search and rescue, youth outreach, and public safety to name a few. The needs of the community are vast and clear, and the members of the Glen Cove Police Department are poised and ready to meet each and every one of these needs.

Police Reform Plan

The Glen Cove Police Department will continue to engage with the community through forums such as open-houses, town halls, school forums, and general meetings with the community organizations and individuals. As the community values change and policing desires change, we will remain flexible and organize in a way that is respectful to and meets the changing community desire. It is only through this level of community engagement that we can gain the necessary feedback to ensure that we are meeting the needs of everyone in Glen Cove. With that stated, our policing plan is to continually engage and partner with all aspects of the Glen Cove community.

Employing Smart and Effective Policing Standards and Strategies

Executive Order 203 requires each police agency in New York State to examine their use of Evidence-based policing strategies. Evidence-based policing is the theory that effective policing requires a tightly focused, collaborative approach that is measurable; based on sound, detailed analysis; and includes policies and procedures that promote and support accountability. Evidence-based policing practices are guided by research and evidence demonstrating their effectiveness. Departmental policies and decisions are based on practices and strategies which accomplish police missions most effectively and efficiently. Data is accumulated continuously to test hypotheses with empirical research findings. The focus on data-driven, science based criminal justice strategies serves to develop effective, economical, and innovative responses to crime. There are several well-defined strategies under the umbrella of evidence-based policing including procedural justice, addressing systemic racial bias or racial justice in policing, implicit bias awareness training, de-escalation training and practices, law enforcement assisted diversion programs, restorative justice practices, community-based outreach and conflict resolutions, problem-oriented policing, hot spot policing, focused deterrence, crime prevention through environmental design, and violence prevention and reduction interventions. The Glen Cove Police Department makes extensive use of evidence-based policies and practices and is committed to expanding their use and creating a culture of evidence-based policing within the Department. The following section highlights our current strategies in these areas and lays out our policing plan for the future.

Procedural Justice

Procedural justice refers to the inherent fairness of the processes involved in judicial decisions and the justice system in general. In policing, this often translates

to transparency in all aspects of police activity including enforcement decisions and overall policies and procedures regarding police deployment and activities. Procedural justice also imbues the view that citizens need to participate in the decision-making process and that the process is neutral and promotes transparency. Citizens must be treated with dignity and respect and are more likely to view an interaction as fair when the police are transparent about why they are resolving a dispute a particular way and when they show a genuine concern for the interests of the parties involved.

Current Practices

The Glen Cove Police Department understands procedural justice and police legitimacy play an essential role in establishing a positive relationship with the community. Police legitimacy exists only when the public views the police as authorized to exercise influence to maintain social order, manage conflicts, and solve problems in the community. The Department has worked hard to establish long-lasting community partnerships to foster public confidence in the police and in its ability to safeguard the community. The capacity to establish procedural justice directly impacts the public's willingness to defer to the authority of law enforcement and reaffirms their belief that police actions are morally justified and appropriate. The public reacts favorably when they believe officers are sincerely trying to act on behalf of the best interests of the citizens with whom they interact. Procedural justice in policing has the potential to facilitate the role of citizens as agents of social control. When officers are perceived as legitimate, there is less resistance to their actions and greater potential for compliance without the use of force, making officers more effective at policing. Officers reduce racial disparities and build trust by promoting engagement over enforcement.

The Police Academy trains extensively on the topic of procedural justice. The Procedural Justice Course, which is ten (10) hours long, far exceeds New York State minimum training guidelines which is set at two (2) hours. The Procedural Justice Course includes sections on de-escalation and professional communication. The Police Academy stresses the importance of enhancing trust in the community, the use of language skills, the study of police behavior and interaction with police and how mannerisms of interactions shape the public's view of police. In an effort to instill the tenets of procedural justice in police officers, the Academy instructs on the Four Pillars of Procedural Justice. These four principles are fair in process, transparent in actions, providing opportunity for voice and being impartial in decision making. Officers are reminded to give others a voice. People want to be able to explain their situation or tell their side of the story. The opportunity for a citizen to make arguments and present evidence should occur before an officer

decides how they are going to resolve an encounter. Central to this is the idea that it is imperative to remain neutral to achieve impartial decision making. Consistency in decision making must always occur and decisions need to be reasoned, objective and factually driven. Transparency and openness regarding the rules and procedures being employed to make decisions facilitates the perception of neutrality. These are the central tenets of procedural justice that are taught to each Glen Cove Police Officer during their initial recruit training and during annual and semi-annual in-service training.

Police Reform Plan

The value of procedural justice in policing cannot be overstated. The Glen Cove Police Department will continue to train all new officers on this and all related topics. In addition, topics contained under the umbrella of procedural justice will be interjected into all aspects of police training including, but not limited to, Use of Force, Search and Seizure, Laws of Arrest, and Responding to Mentally/Emotionally ill Persons. This practice will ensure that officers receive training in procedural justice on an annual basis and that the training and message is consistent across all aspects of police work.

Systemic Racial Bias / Racial Justice in Policing

Systemic or implicit bias is the concept that racial bias impairs the perceptions, judgment, and behavior of police personnel and obstructs the ability of police agencies to protect and serve the communities in a fair and just manner. The missions of a law enforcement agency are only effective when it incorporates the experience, judgment, knowledge, and energy from a wide spectrum of racial, ethnic, economic, and geographic backgrounds. The success of any police organization is predicated on the fact that police officers must earn and retain the trust and confidence of the citizens in how they fulfill their responsibilities as custodians of justice.

Current Practices

The Glen Cove Police Department addresses systemic racism and implicit bias through policy and training. All officers receive diversity training while in the academy. The academy educates our recruits about implicit bias for a total of sixteen (16) hours, exceeding New York State standards by three (3) hours. Eight (8) hours of this training are spent on decision making which incorporates concepts of implicit bias including how to reduce stereotypical ideology and subconscious biases. The remaining eight (8) hours of training are spent focusing on cultural diversity. In totality, this training addresses implicit or unconscious bias through

instruction and interactions with members of traditionally minority communities. Members of the community educate recruits about their culture and address common misconceptions or prejudices they experience in their everyday lives. These speakers talk with new recruits about their community's experience with police officers and the role these officers will be undertaking as guardians of that community. These speakers include faith-based leaders and community activists. They emphasize to new officers the impact their actions have on those communities and ways to positively interact with residents. This insight helps officers to understand cultural differences and how an officer's actions might be perceived by a particular community. This interaction and discourse are invaluable in the training of our officers. Citizens from the following community groups have attended this portion of training:

- African American
- Korean American
- Hispanic
- Sikh
- Islamic/Hindu/Muslim
- LGBTQ

Implicit bias and biased-based policing are also addressed through Department policy. Policy Statement #2 (PS-2-21, effective January 1, 2015) of the Glen Cove Police Department Manual specifically addresses biased-based policing and racial profiling. In sum it reads, "It is the policy of the Glen Cove Police Department to prohibit all police practices involving profiling or other biased-based decisions. No officer may take any enforcement action based solely upon any common trait shared by any group of people, which is not in itself indicative of criminal activity. This includes, but is not limited to, race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group or any other group identifier. The Glen Cove Police Department does not condone racial profiling/biased-based policing and Members of the Department will not engage in it. It is inconsistent with effective policing and equal protection of the law for all persons. Racial profiling/biased-based policing undermines the efforts of law enforcement by causing a loss of respect for the law and a loss of credibility for the Department, particularly within the communities that need professional policing the most. Even the perception of racial profiling creates a distrust that discourages participation in the criminal justice system." In addition, Operational Policy #16 (OP-16-21, effective May 6, 2016) outlines specific procedures that officers and supervisors must follow including expanded guidance on pre-textual stops (NCPD Legal Bulletin 09-006) and prohibiting profiling. The policy also outlines

supervisors' responsibilities when addressing allegations of biased-based policing.

Police Reform Plan

The Glen Cove Police Department is committed to creating a police agency that is free from bias, hate and racism. As part of our on-going efforts to train our officers on these topics, we are instituting a mandatory in-service training for all officers on implicit bias. As of the writing of this report, all members of the Glen Cove Police Department have received a two (2) hour-block of training on implicit bias awareness. In addition, the academy has added an additional eight (8) hours of newly expanded training addressing anti-bias, morality, ethical awareness and cultural diversity. This supplementary eight (8) hour training will occur just prior to recruit graduation. The academy staff stresses ethical and moral courage and the importance of holding each other accountable for their actions. Finally, the Glen Cove Police Department will be implementing a program to utilize the NYS TraCS system when issuing traffic summonses. As part of the program, the Department is purchasing all of the required equipment and will join Nassau County in tracking traffic stop data.

“Stop and Frisk”

“Stop and frisk” refers to a police practice whereby a person is lawfully detained for a brief moment for questioning and, if the facts and circumstances legally permit, may be patted down for a protective search for weapons. In recent years, this practice has been the subject of controversy as critics have pointed out that these stops can be random, not based on reasonable suspicion and can possibly be biased.

Current Practices

The Glen Cove Police Department presents officers with clear and concise guidance regarding Investigative Field Stops (*Terry Stops*). The Department does not tolerate stops based on legal standards amounting to less than reasonable suspicion and certainly does not permit random stops and frisks. Officers are trained to adhere strictly to the law as it is written in the Criminal Procedure Law §140.50 *Temporary questioning of persons in public places; search for weapons*. All officers must establish reasonable suspicion prior to conducting an Investigative Field Stop. Reasonable suspicion is defined as a quantum of knowledge sufficient to induce an ordinary prudent and cautious person under the circumstances to believe criminal activity is at hand. Factors to establish suspicion are: high crime area, time of day, day of week, season, sights and sounds, proximity to scene, presence at scene, carrying objects associated with criminal activity, clothing or disguises, description,

furtive gestures, change direction or flight, unusual nervousness, independent knowledge, training and experience, and evasive, false, inconsistent statements. This standard is reached through an officers training and experience and is based on a number of the aforementioned factors that are directly observed by the officer. In addition, pat-down frisks are not allowed unless an officer reasonably believes that a weapon is present and that he or she is in danger of physical injury. Officers can frisk for weapons and only weapons during this encounter. Protective pat-down frisks of an individual are never automatic and are only undertaken to pat-down for weapons that can cause physical harm.

Police Reform Plan

To demonstrate the Police Department's commitment to fair and equitable policing and to provide unbiased and professional police service to every member of the community, the Glen Cove Police Department utilizes a field interview report to document these stops. This report requires officers to articulate all aspects of Investigative Field Interviews including the facts and circumstances that led to the stop and the actions they took during the stop. Glen Cove Police Department Order #5-21 requires officers to record the gender and race/ethnicity of the person(s) subject to field stops. Officers are also required to record the following information: disposition indicating if the person(s) stopped were issued summonses, warned, no police action was taken, interviewed, indicate if a case was generated, or if an arrest was made. By recording demographics in this capacity, the Department can investigate any allegations of bias-based stops and can address disparities in stops.

Crowd Control

The purpose of this strategy is to establish guidelines for managing crowds, protecting individual rights, and preserving the peace during demonstrations and civil disturbances. This past summer, in the wake of George Floyd's death, Police Departments across the nation experienced unprecedented protests and demonstrations. Most of the demonstrations remained peaceful; however, some cities around the country have seen widespread violence and significant property damage.

Current Practices

It is the policy of the Glen Cove Police Department to protect individual rights related to assembly and free speech; effectively manage crowds to prevent loss of life, injury, or property damage; and minimize disruption to persons who are not involved. We are increasingly building on the concepts of legitimacy and procedural justice, which puts communities at the heart of policing here in Glen

Cove.

Glen Cove was the site of several demonstrations this past summer, one of which attracted thousands of participants, regarding a wide range of societal issues. The protests were extraordinarily peaceful with no injuries, damage to property or arrests. We attribute this accomplishment to our communication with the organizers, before and during such events and our internal preparation and planning. Our commitment to de-escalating potential disturbances and compromising appropriately with organizers was also a critical component. Absent exigent circumstances, arrests were only to be made with the approval of a Sergeant or higher rank. In the past, our crowd management techniques were based upon long standing tactical formations and riot control. While these methods are still legitimate when violence is occurring; today we prefer to rely upon pre-operational planning including open communication and collaboration to achieve public safety and protect civil liberties.

Police Reform Plan

The police response for all demonstrations are assigned to a member of the command staff. It is the duty of that commander to work to maintain an open line of communication with demonstration and protest organizers. This has proven to be a valuable tool for maintaining order while still ensuring the right to peaceful protest. In continuing these relationships, we hope to increase the trust and recognition that this department does in fact support the right to protest while still being fully invested in public safety.

The Glen Cove Police Department ensures that officers assigned to demonstrations for crowd control exhibit professionalism and restraint due to their understanding and application of de-escalation techniques, utilizing verbal judo, active listening and persuasive speaking to maintain control.

The Glen Cove Police Department does not use any surplus military vehicles for police operations other than search and rescue. The Department has one (1) single Humvee and its sole purpose is to give the department a high-water vehicle to be used during natural disasters and other search and rescue operations. It is the policy of the Glen Cove Police Department that surplus military equipment is not to be utilized for crowd control purposes.

Pretextual Stops

Pretextual traffic stops are investigative traffic stops whereby an officer has probable cause to pull over a car for a traffic violation even though their intent is to investigate another crime. The primary example, and probably the most salient example in the Glen Cove Police Department of a pretextual stop is when an officers stops a car for swerving outside of the traffic lanes when he or she suspects the driver to be driving under the influence of alcohol. The stop was made for violating the traffic law, but the underlying suspicion is DWI. Some critics have denounced this practice, but time and again, the courts have held that this practice is constitutional and a proper exercise for police.

Current Practice

The members of the Glen Cove Police Department are trained and directed to utilize police practices that are constitutional to ensure that we remain respectful to individual rights and freedoms. To do otherwise would open the Department up to litigation and criticism and would erode the public's trust in their police. Pretextual traffic stops have been found to be fully constitutional. If a police officer has probable cause to believe that a motorist has violated a vehicle traffic law (VTL), he or she may stop the automobile even though the officer's underlying reason is to conduct another investigation. Our courts acknowledge pretextual stops in this manner. In *People v. Robinson*, 97 N.Y. 2d 341 (2001), New York State's highest court found such pretextual car stops to be constitutional. Although probable cause of a VTL violation is required for a pretextual car stop, Courts before and after the Robinson decision have consistently held that investigative car stops, based on reasonable suspicion, are constitutional as well. All officers of the Glen Cove Police Department have been trained on the legal requirements involved in traffic enforcement. In addition, the Nassau County Police Department's Legal Bureau issued Legal Bulletin 09-006 which provides an overview of car stops, including pretextual stops. This bulletin advises that pretextual car stops are held to be constitutional, but officers must have probable cause of a Vehicle and Traffic Law (VTL) violation to do so. This bulletin was distributed to all Glen Cove Police Officers and forms the basis of our Laws of Arrest in-service training.

Police Reform Plan

The Glen Cove Police Department will continue to be led by the Court's determination as to the constitutionality of police practices. We will continue to monitor court decisions and train and advise our officers as to the legality of their tactics and enforcement actions. If there comes a time when the court decides that pretextual stops are unconstitutional, we will immediately stop their use and

retrain our officers.

Hot Spots Policing

Hot spot policing is a strategy that involves the targeting of resources and activities to those places where crime is most concentrated. The strategy is based on the premise that crime and disorder are not evenly spread within neighborhoods, but clustered in small locations. Focusing resources and activities in hot spots aims to prevent crime in these specific areas and potentially reduce overall crime levels in the wider geographic area. Hot spots policing is not concerned with people, but rather with places. Focusing on place-based policing can reduce violent crime and neighborhood disorder. The logic is that if crime is highly concentrated on specific streets in a municipality, the police should focus their interventions at those places.

Current Practice

The Glen Cove Police Department makes extensive use of Intelligence-Led Policing strategies including hot spots. The identification of “hot spots” is done through intelligence gathering and crime analysis. One of the components of Intelligence-Led Policing includes obtaining information (intelligence) from the community. In doing so, the Department is able to engage the community in its efforts to reduce crime in a particular area or neighborhood. This approach is taken so that members of the community will support the police presence as there is a mutual goal of addressing and eliminating specific criminal activity. Examples of how information is gathered from the community include community meetings, 911 calls, crime stoppers tips, engaging the public on social media platforms, confidential informants, and community complaints. Working in partnership with the community is key to the success of any intelligence-led strategy and is central to policing in Glen Cove.

Police Reform Plan

The Glen Cove Police Department will continue to utilize Intelligence-Led Policing strategies that are grounded in evidence-based practices that meet constitutional standards and are respectful of individual rights. The Department is currently upgrading its crime analysis software to better identify crime prone locations within the community. Through focused efforts, the Department can have a more meaningful impact on crime and safety while reducing overall costs. Ultimately, our plan is to continue to facilitate the co-production of safe neighborhoods by partnering and working with the communities that crime impacts the most.

Summonses and Informal Quotas

Perhaps the largest source of public interaction with the police is through Vehicle and Traffic Law enforcement. While many people do not have a need to call the police for direct services, many will unintentionally violate a traffic law while driving and get pulled over by the police. In light of this, these interactions become extremely important in helping to form the basis of police-community relations and are ripe for examination in our policing plan.

Current Practice

The Glen Cove Police Department issues approximately 4,000 traffic summonses per year. Issues with speeding autos, reckless drivers, and unsafe vehicles are the largest community complaint that we receive. In fact, the discussion in many of our town halls often move from general policing topics to specific traffic complaints in specific neighborhoods. It is for this reason that we take traffic enforcement seriously. We utilize directed enforcement in communities where residents are expressing the most serious concerns. We make extensive use of radar speed indicator signs to collect and analyze traffic conditions and direct enforcement based upon speed patterns. One practice that we do not utilize is quotas. The Glen Cove Police Department does not hold its officers to any sort of quota, informal or otherwise. Quotas are illegal and do not serve a legitimate function in policing.

Police Reform Plan

The Glen Cove Police Department will continue to be responsive to community complaints regarding traffic issues. We will continue to utilize directed enforcement actions to minimize speeding within our community. The Department is currently undertaking a project to modernize our traffic enforcement practices by adopting the New York State TraCS system. TraCS is an automated summons system that allows officers to generate traffic summonses more concisely. It also allows for more accurate information and data collection to assist with future analysis regarding traffic stop data.

High-Speed Pursuits

Executive Order 203 stated that the community is concerned with the risks involved in high-speed pursuits. The Department recognizes that the vehicular pursuit of fleeing suspects poses a danger to the lives of the public, police officers,

and the suspects involved in the pursuit. The Department also recognizes that in certain circumstances, the proper law enforcement response requires a pursuit as the person needs to be apprehended to stop additional violence. The policy of the Department is to minimize the risks of pursuits by limiting them to only those situations where the escape of the suspect poses a greater risk of harm to the general public than does the pursuit itself.

Current Practice

The Glen Cove Police Department narrows and strictly controls officer's ability to pursuit fleeing suspects. This is achieved through training and policy. Glen Cove Police Department Operational Policy #6 Vehicle Pursuit Policy (OP-6-21, effective January 1, 2015) restricts the conditions under which an officer may engage in a vehicle pursuit. In addition, the policy outlines mandatory conditions under which a pursuit must be terminated such as when the pursued vehicle crosses over into the opposite lane of traffic or when ordered to terminate by a supervisor. The policy also requires supervisors to constantly monitor all pursuits and order terminations based upon speed and other environmental factors. Through this mechanism, pursuits are closely monitored by police supervisors who continually assess the dangers present based on all circumstances including time of day, location, speed, etc. If at any point the dangers exceed the justifications for the pursuit, the pursuit is terminated.

Police Reform Plan

The Glen Cove Police Department will continue to train officers in the proper operation of Department vehicles. All officers are required to pass an Emergency Vehicle Operations Course and are constantly evaluated as per their vehicle operation by their immediate supervisors. The Department will continuously monitor the profession for emerging best practices in vehicle operations and pursuits and will adopt those policies and practices that best ensure the safety of the public and officers alike.

Prohibited Race-Based 911 Calls

In response to several instances where a person called on the police to falsely report a crime solely based upon a person's race, New York State Civil Rights Law was amended to establish civil penalties for a person who intentionally summons a police officer or peace officer without reason to suspect a violation of the penal law, any other criminal conduct, or an imminent threat to a person or property, in whole or in substantial part because of a belief or perception regarding

the race, color, national origin, ancestry, gender, religion, religious practice, age, disability or sexual orientation of a person, regardless of whether the belief or perception is correct, shall be liable, in a civil action or proceeding maintained by such individual or group of individuals, for injunctive relief, damages, or any other appropriate relief in law or equity. The Department is well aware of this amendment and has trained all officers on its contents.

Current Practice

The Glen Cove Police Department distributed legal guidance to all officers regarding this amended law. Nassau County Police Department Legal Bulletin 20-004, which discusses this law change and the implications to police officers at length, was distributed to each officer.

Police Reform Plan

Section 79-n subdivision 2 of the New York State Civil Rights Law will be an included topic during in-service training to further educate the Department members who may in turn educate members of the public who could fall victim to such conduct.

Hate Crimes

A hate crime is a prejudice-motivated crime which occurs when a perpetrator targets a victim because of their membership, or perceived membership, of a certain social group or race. Examples of such groups can include gender, ethnicity, disability, language, nationality, physical appearance, religion, gender identity or sexual orientation. "Hate crime" generally refers to criminal acts which are seen to have been motivated by bias against one or more of the social groups listed above, or by bias against their derivatives. Incidents may involve physical assault, damage to property, bullying, harassment, verbal abuse or insults, hate crime or offensive graffiti or other communications.

Current Practices

The Glen Cove Police Department is committed to identifying, investigating, and prosecuting all hate crimes. All allegations of hate crimes are investigated vigorously by this Department. When we receive a complaint involving a potential hate crime, a police officer is typically the first to respond. A preliminary investigation is conducted at the scene. The investigation includes taking complainant/victim statements, witness statements, and gathering any other potential evidence including capturing video or photographic evidence. In instances where the person responsible to the bias/hate incident can be readily identified, an immediate arrest will be made. If a summary arrest cannot be made,

the investigation is then referred the local Detective Division and the Nassau County Detective Squad. Once a Detective is assigned, a subsequent investigation is conducted, which includes re-interviewing complainant/victims and witnesses. A secondary video canvass will be conducted in the field. Additionally, the investigating Detective will research prior bias/hate crime incidents to determine if there is a discernible pattern or commonalities. If probable cause is established, an arrest will be made. Incidents of a hate crime are reported to Nassau County Data Processing. The Nassau County Police Department's Office of Chief of Detectives assigns a control number to all bias incident/hate crimes and maintains daily, weekly, monthly and annual statistics. The statistics are categorized by incidents involving race, color, national origin, ancestry, gender, religion, religious practice, age, disability, or sexual orientation of a person. This data is shared monthly with the Chief of Department, District Attorney's Office, New York State Division of Criminal Justice Services (DCJS) and Anti-Defamation League.

Police Reform Plan

The Glen Cove Police Department will continue to vigorously investigate all hate crimes. The Department will be issuing a bi-annual Bias Incident and Hate Crime Report for public review through the Nassau County Police Department. This report will breakdown bias incidents and hate crimes reported in Nassau County categorized by bias type. In addition, hate crimes and the damage caused by them will be a topic explored in our 5th grade PRIDE Program. Through education and enforcement, the Department expects to reduce the occurrence of bias/hate crime within our community.

Failure to Pay Fees and/or Fines for Summonses

In its EO203 guidance, New York State suggests some police departments create a debtors' prison and prioritize revenue- generation at the expense of civil rights. The text of the Guide suggests that police departments should not set high fees or issue warrants based on failure to pay such fees. The Glen Cove Police Department does not set fees and/or fines nor does it issue warrants.

Current Practices

The Police Department does not issue arrest warrants under any circumstances. This is especially true for failure to pay fees or fines. That is a role and function of the courts (criminal or traffic). Officers only role in this process is to issue court summonses (tickets) to law violators. The resolution and disposition of that summonses, including fines, are set and maintained by a Judge sitting on the Glen Cove Court or the Nassau County First District Court. Officers do have

discretion to issue a ticket or warning based on a number of factors to include, the nature of the infraction, the rate of violations and accidents at high frequency accident locations, complaints from the public regarding persistent traffic violations as well as other variables including enforcement efforts directed as a result of traffic analysis. The act of driving is a privilege in New York State, all one must do to keep that privilege is follow the rules according to New York State Department of Motor Vehicles.

Police Reform Plan

The Glen Cove Police Department is not involved in the process of issuing fees and/or fines for summonses and it does not issue warrants. This is the proper duty of a sworn Judge of the Glen Cove or Nassau County Court. Our plan is to remain separated from this process and to act independently of the Court in terms of issuing warrants and setting fines or penalties.

Mental Health and Homelessness

Responding to persons suffering a mental/emotional illness has become a major issue across the United States. Deinstitutionalization has left more and more people to fend for themselves without proper medical and psychiatric care. This has fueled the homeless population throughout the nation and has led to community frustration. Ultimately, due to lack of governmental services, the police have become the default agency to deal with the mentally ill and homeless. The Glen Cove Police Department is respectful to persons in crisis. Our mission is to render assistance and to help the person begin the process of healing.

Current Practices

The Glen Cove Police Department responds to all medical emergencies where people are suffering a mental or emotional crisis. Each year, we respond to and assist approximately 250 people in mental distress. Due to the nature of these calls, the Glen Cove Police Department has clear policy guidance and trains extensively on dealing with persons suffering mental/emotional crisis.

All officers in the Glen Cove Police Department undergo twenty (20) hours of NYS DCJS Mental Health training curriculum. The purpose of this course is for officers to be able to identify behavioral signs of emotional distress, to effectively communicate with an emotionally disturbed/mentally ill person, and to help people with mental illnesses connect to resources. This curriculum uses role-play for reality-based training simulating people in crisis. In addition to the DCJS Mental Health course, the NCPD academy addresses mental health training

in the syllabi for the following courses: crisis intervention, de-escalation and professional communication, hostage negotiation, autism awareness, and interview and verbal skills. The Nassau County Police Department Academy conducts extensive mental health training for recruits and during in-service training. This training includes active listening, the importance of empathy and persuasive communication as discussed in previous sections. Additional training is conducted internally at the Glen Cove Police Department by New York State Certified instructors. This training focuses on de-escalation during critical incidents. All officers receive this training annually.

Glen Cove Police Department Operational Policy #13-21 Dealing with Mental/Emotional Crisis (OP-13-21, effective January 1, 2015) outlines the policy and procedures to follow when assisting those in mental/emotional crisis. When responding to a call for a person in mental/emotional crisis, officers are to make certain they have adequate assistance and that they request a Patrol Supervisor, and an ambulance to the scene. In situations where the subject exhibits violent behavior and the situation is likely to result in serious harm, personnel from the NCPD Emergency Services Unit (ESU) will be requested to respond as well. A substantial risk of physical harm is defined as a threat or attempt at suicide or serious bodily harm, conduct demonstrating danger to oneself, or a risk of physical harm to other persons who are placed in reasonable fear of violent behavior. The responding officer is to assess the situation and obtain the following background information: patient's mental and medical history, prescription or illegal drugs being taken, current problem, patient's behavior prior to police arrival, and patient's past violent behavior. It is the responding officer's responsibility to determine if the patient is conducting themselves in a manner in which they are likely to inflict serious harm to themselves or others. If they are not a threat to themselves or others, but appear to need evaluation, the officer will refer available resources such as Mobile Crisis Outreach Team, the National Alliance on Mental Illness, 211, and the National Suicide Prevention Lifeline. If the person appears to be a threat, officers must secure the immediate area to facilitate taking the subject into protective custody as per New York Mental Hygiene Law 9.41. It is the goal of the Department to assist persons in crisis and help them receive immediate medical attention.

When an encounter involves a suicidal person, a barricaded individual or persons held against their will, the Nassau County Police Department Hostage Negotiation Team (HNT) is available to the Glen Cove Police Department and will be assigned. In addition, the Glen Cove Police Department has 4 officers that are certified Hostage Negotiators.

The Glen Cove Police Department trains extensively on ways to handle persons in crisis. Our officers undergo twenty (20) hours of NYS DCJS Mental Health training curriculum while in the police academy. The purpose of this course is for recruits to be able to identify behavioral signs of emotional distress and people in distress, to effectively communicate with an emotionally disturbed/mentally ill person, and to help people with mental illnesses connect to resources. This curriculum uses role-play for reality-based training simulating people in crisis. In addition to the DCJS Mental Health course, the NCPD academy addresses mental health training in the syllabi for the following courses: crisis intervention, de-escalation and professional communication, hostage negotiation, autism awareness, and interview and verbal skills. Additional training is conducted throughout the year by certified instructors at the Glen Cove Police Department.

Police Reform Plan

The Glen Cove Police Department will institute a program with Mobile Crisis beginning in April of 2021. The “Mobile Crisis Outreach Team” (MCOT) will be notified of all instances involving a situation where a person is experiencing a mental health crisis. MCOT is a unit composed of mental health professionals who provide on-site intervention and evaluation for community members and their families. The Mobile Crisis Outreach Team will be notified of the incident and requested to respond to assist the person in need. If the officers at the scene reach a determination that the individual is a threat to himself/herself or others, the officers will transport the person, by ambulance, to a hospital for a medical evaluation and treatment. If it is determined that the individual is not a threat to himself/herself or others, and transport to a hospital is not necessary, the officers at the scene will reach out to or provide referrals to resources such as MCOT, the National Alliance on Mental Illness, 211, and the National Suicide Prevention Lifeline.

Fostering Community-Oriented Leadership, Culture and Accountability

Community-Based Outreach and Conflict Resolution

The concepts of community-based outreach and conflict resolution involve police addressing the needs of the community while also fostering trust, fairness, and legitimacy. Police organizations can likely overcome barriers and enhance comprehensive community restoration by implementing community-based services to assist victims and offenders and respond to their emotional and physical needs. Increasing the availability of police officers in the community puts a focus on increasing and strengthening community relationships to provide more comprehensive services and responses to citizens in a geographic area. Community-based outreach and conflict resolution allow police agencies to provide education to the communities to increase crime awareness, advise of services offered, and enhance collaboration and trust through proactive outreach.

Current Practices

The Glen Cove Police Department conducts a wide array of activities under the umbrella of community-based outreach and conflict resolution. Several of these activities are highlighted below.

In 1999, the Glen Cove Police Department partnered with the Glen Cove Youth Bureau to create a Youth Mentoring Program. The program was designed to develop positive relationships and mutual respect between officers and youth in the community. Several officers participate in the program and some are on their third mentee as their previous ones have graduated.

In recent years, the Department has partnered with the Glen Cove Boys and Girls Club. Officers conduct several activities at the club including mentoring, yoga and wellness instruction, and youth sports. An example of an event is the Cops vs. the Club basketball game. Officers from the Department play the Boys and Girls Club youth all-stars in a friendly game of basketball.

The Department has also partnered with the Glen Cove Senior Center to

place a senior citizen liaison officer within the Center. The officer attends Center functions and meets with the seniors on a weekly basis. In addition to assisting with enforcement issues, the officer educates the Seniors about scams and other types of fraud.

Another form of community-based outreach is the Glen Cove Police Department's participation in Youth Activity Leagues. The purpose is to provide youth coaching and participation in sports, crafts, educational and other programs of a team and individual nature for all boys and girls in Glen Cove. The goal is to prevent juvenile delinquency, steer children clear from gang activity and to aid in the positive interaction of police officers and youth. This brings the youth in the communities together to harbor friendships that will continue to grow in school and create a stronger community as they mature.

The Glen Cove Police Department has formed a special bond with SAFE, Inc. Glen Cove. SAFE stands for Substance Abuse Free Environment. The Police Department and SAFE work together on several long-standing community projects including Enforcing Underage Drinking Laws, Heroin Awareness, Red Ribbon Week, Parent University and SAFE's Community Coalition. In fact, the Deputy Chief of Police is a member of SAFE's Community Council.

A great source of pride for the Department is our annual National Night Out event. Each August, over one-thousand community members gather in the downtown area of Glen Cove in front of the Police Department for a community block party and open house hosted by the Glen Cove Police Department. The event brings together community members, service organizations, non-profits and other stakeholders to foster cooperation and partnership. The event has been going strong for nearly 15 years and we are committed to keeping it going into perpetuity.

Perhaps our largest outreach effort is the Department's PRIDE Program. PRIDE stands for Peer Resistance Instruction and Drug Education. The Glen Cove Police Department has been participating in the PRIDE Program for over 25 years. The program is delivered to all 5th grade public and private school children by specially trained officers. Topics covered include peer-pressure, bullying, online safety, stranger danger, and problems associated with substance abuse (drugs, alcohol, and tobacco). Children are instructed on positive ways to deal with these issues and how to avoid the harms associated with them. The program is held in high regard by the students, teachers and Superintendent of the Glen Cove School District.

Police Reform Plan

The Glen Cove Police Department will continue to expand upon our Community-Outreach efforts. We have assigned two officers to maintain our department Facebook and Instagram pages. These social media platforms allow us to reach a large portion of the community with crime and safety tips. Additionally, we utilize these platforms to update the community about emerging public safety and traffic concerns. The Police Department is also featured on the City's website. We hope that these pages promote transparency, allow insight to the daily operations, and act as an avenue for communication. Finally, we are always seeking to expand our formal and informal partnerships with community organizations. We will work to identify new and emerging organizations and seek them out for engagement.

Problem-Oriented Policing

In theory, problem-oriented policing replaces primarily reactive, incident-driven policies with strategies that proactively identify underlying issues that can be targeted to alleviate crime at its roots. Problem-oriented policing requires the careful analysis of issues to design tailor-made solutions response to similar obstacles. Police officers identify potential matters of concern, analyze the issue using a variety of data sources, design and implement response strategies, and assess the success of the strategies. Officers work closely with citizens to address crime concerns and quality-of-life issues.

Current Practices

The concept of Problem-Oriented Policing has been successfully integrated into Glen Cove policing strategies for decades. In 1997, the Crime Prevention Unit (CPU) was established to place plain clothes police officers in the areas they are needed most. The purpose of the Crime Prevention Unit (CPU) is to respond to the community's needs and provide an improvement in the quality of life for all community members. The primary duties of the Crime Prevention Unit are targeted street crime enforcement, narcotics, Quality of Life issues, and provide follow-up investigations of all misdemeanors, violations, and many felonies.

Glen Cove Police officers receive training and instruction in Problem-Oriented Policing from the Nassau County Police Academy. The academy instructs recruits on the methods of Problem-Oriented Policing in a two (2) hour course encompassing the value of community-oriented policing and problem solving. In addition, our Field Training Officers place a major emphasis on

problem solving during the 6-week program. Recruits are expected to hone and demonstrate their problem-solving skills throughout the program to a level of mastery.

Police Reform Plan

We are seeking to expand the Crime Prevention Unit. Currently, the Unit is comprised of two investigative Detectives and a Supervisor. We plan to increase the Unit to four Detectives. This expansion is necessary as continued development increases the population in Glen Cove. This expansion will allow us to have a cadre of trained investigators on hand to deal with emerging problems and community issues.

Use of Force Policies

EO203 directs police agencies to pay special attention to issues and policies regarding the use of force by police. In our discussions with community members, this was a topic of great concern to them. In fact, one community forum centered around the “8 Can’t Wait” campaign and how the policies, practices and procedures of the Glen Cove Police Department stack up to the eight priority areas identified in the campaign. The resulting discussion demonstrated the ways in which the Department meets and/or exceeds the “8 Can’t Wait” recommendations and are discussed below.

Current Practices

The use of force by members of law enforcement is a matter of utmost concern both to the public and the law enforcement community itself. When faced with a situation where the use of force is objectively reasonable under the circumstances, the guiding values of members for the Glen Cove Police Department shall be those principles set forth, as well as the paramount objective of reverence for the sanctity of human life. The policy of the Glen Cove Police Department is to prevent crime and arrest offenders while valuing and protecting human life. In situations where force is necessary to achieve this goal, it is the policy of the Department to use the minimal amount of force necessary to bring a person or situation under control. In all use of force situations, members will use force based upon the totality of the circumstances using the reasonable and necessary standard to effectively bring an incident or person under control. In all cases, the primary duty of all Members of the Department is to protect human life and provide for the safety of the community. Force is authorized when reasonably believed to be necessary to affect a lawful arrest or detention, to prevent the escape of a person from custody, or in defense of one’s self or another. The reasonableness of a particular use of force

must be judged from the perspective of a reasonable officer on the scene. Whenever feasible and consistent with personal and public safety, members should de-escalate the use of force once a particular threat and/or resistance has dissipated. The progression of force goes from verbal, physical, non-lethal, impact and firearm. Officers are trained to recognize that this progression can go in both directions from escalation to de-escalation as the situation evolves. To determine the objective reasonableness of force, members shall consider the following factors:

1. the severity of the crime or circumstances;
2. the level and immediacy of the threat or resistance posed by the suspect;
3. the potential for injury to citizens, officers, and suspects;
4. the risk or attempt of the suspect to escape;
5. the knowledge, training, and experience of the officer;
6. officer/suspect considerations such as age, size, relative strength, skill level, injury or exhaustion, and the number of officers and subjects;
7. other environmental conditions or exigent circumstances.

The Department recognizes the vital need for its Members to logically analyze situations, oftentimes rapidly and under tense circumstances, and to respond appropriately to the wide range of emergent incidents, threats and risks they are faced with. A Member's decision to use force in a particular situation, including the type and degree of force, should exhibit a rational and constructive thought process. The decision-making framework utilized in circumstances involving the use of force should incorporate the following: gathering of information, assessment of the overall situation, consideration of police powers and Department policy, identification of available options and the determination of a suitable course of action, and continuous reassessment.

Members of the Department who witness another Member of the Department using force that he/she believes to be clearly beyond what is objectively reasonable are duty bound to intervene to prevent the use of unreasonable force if and when he/she has a realistic opportunity to prevent harm. Members of the Department who observe another member using force that exceeds the use of what is objectively reasonable shall promptly report these observations to his/her supervisor. In every situation, Members of the Department are expected to act with intelligence and employ sound judgment in furtherance of the spirit of this policy. The use of non-lethal types of force should be considered during any encounter, it is recognized that the use of deadly force may be the only viable option available at times.

A Member of the Department is only justified in using deadly force when it is to protect him/herself or another person from what the Member reasonably believes is an imminent threat of serious physical injury or death, or to stop a fleeing suspect where:

1. the Member has probable cause to believe the suspect has committed a felony involving the infliction or threat of serious physical injury, and
2. the Member reasonably believes that the suspect poses an imminent threat of serious physical injury to the Member or to others.

The basis for such a determination depends on the totality of circumstances. A Member of the Department must be able to clearly explain his or her reason(s) for the use of deadly force, the external circumstances that formulated his or her decision to utilize deadly force, or not to use alternative non-lethal methods of force, as well as the factors that led to the conclusion that the Member's life, the life of another Member of the Department, of the lives of the public, were in imminent peril and the use of deadly force was reasonable and necessary. When feasible, Members of the Department shall provide a warning prior to the use of deadly physical force.

Members of the Department shall notify their immediate supervisor as soon as possible of instances involving the use of force. Following involvement in any such incident, Members of the Department are required to complete a Glen Cove Police Department Use of Force Report. Use of force incidents are reviewed by the officer's immediate supervisor, a Platoon Supervisor, the Command Staff, and the Firearms and Defensive Tactics Division. These use of force incidents will be examined to determine trends in weapons used, outcomes, reasons for usage, and where and when force is being used.

Glen Cove Police Department Policy prohibits the use of force except as provided by law, (Operational Policy #4-21 and #5-21, Use of Force and Use of Deadly Force) therefore, the use of force for punitive or retaliatory reasons is strictly prohibited. Members of the Department will only use force in accordance with existing law and Glen Cove Police Department policy, rules and procedures. Any unauthorized use of force which could be criminal in nature is immediately forwarded to the Nassau County District Attorney's Office for review. In all cases, the primary duty of all Members of the Department is to protect human life and provide for the safety of the community. It should be noted that members of law enforcement who use unreasonable force diminish the confidence of the community they serve,

expose their department and fellow officers to legal and physical hazards and violate the rights of individuals upon whom unreasonable force is used.

The Department is aware of the public concern for shooting at moving vehicles. Operational Order #5-21 prohibits firing at or from a moving vehicle unless deadly force is being used against the Police Officer or another by means other than a moving vehicle.

New York State Department of Criminal Justice Services mandates Police Academies to instruct use of force for eleven (11) hours. Glen Cove Police Officers receive nineteen (19) hours of use of force training including eight (8) hours of reality-based training. Academy staff utilize training supplements to assist with fluid and dynamic situations. Simunitions and Virtual Reality Simulators replicate reality-based scenarios including an active shooter, when a subject points gun at officer, when subject turns around towards officer with a cell phone in hand, de-escalation of person in crisis and professional communications. In addition to their academy training, Glen Cove Police Officers qualify with their firearms twice (2) per year and receive use of force training during these training sessions.

Police Reform Plan

On June 12, 2020, New York State enacted a new law, P.L. §121.13-a Aggravated Strangulation. Although choke holds were never allowed under our policy, we are aware of community concerns regarding forms of force that restrict breathing. Members of the Department will not use any restraint technique during arrest or transport that dangerously inhibits a restrained person's breathing. Members of the Glen Cove Police Department have all been trained on the dangers of positional asphyxia and how it relates to the apprehension and detention of those in custody. The Glen Cove Police Department, upon the passage of the new law, immediately addressed this law in our Use of Force Policy. Section 5.4 directly states, "*Choke holds prohibited: Any arm bar or choke hold applied to a person's neck which is intended to impede breathing and/or blood flow shall be strictly prohibited in all circumstances.*" On June 16, 2020, the Nassau County Police Department issued Legal Bureau Bulletin 20-004 on which discussed this law change at length. The Legal Bulletin was distributed to members of the Glen Cove Police Department. All officers were trained on the new law in the Fall of 2020 and will receive continual training as it has been incorporated into our Firearms Training, Defensive Tactics Training and Department Policy. To ensure our officers are aware of recent legislation and policy changes regarding use of force, this topic will be covered during in-service training.

In October of 2020, the City of Glen Cove Police Department began a pilot project whereby all use of force incident data is collected and submitted to the FBI and New York State as part of our Uniform Crime Reporting System. This will allow for accurate national and state level assessment of use of force by police. The Glen Cove Police Department policing plan is to continue to participate in the program and make this a standard practice within our agency.

Complaint Tracking and Transparency

The Glen Cove Police Department holds its members to a high standard of professional and individual conduct in order to serve the citizens of the city and its visitors with confidence, integrity and respect. In addition to its enforcement, members are required to obey the law and to respect the dignity of all people. In furtherance of our mandate and commitment to the principles of honesty and ethical behavior in all actions; all complaints are thoroughly and impartially investigated at the supervisory rank, followed by multiple levels of review before final approval. All allegations of misconduct are thoroughly investigated. Civilian complaints may be filed twenty-four (24) hours a day, seven (7) days a week. Anonymous complaints are accepted and complaints will be taken from anyone, with or without a connection or direct relationship to the incident. Investigative findings are provided to complainants who choose to provide their contact information.

Current Practices

The rules set forth regarding the investigation and reporting of alleged acts of misconduct are contained in in Department Manual Administrative Policy #AP-8. Alleged acts of misconduct must be investigated, and the results of the investigation must be reduced to a written report. The investigating officer shall summarize the pertinent facts including:

1. An abstract (summary) of the complaint or alleged act of misconduct.
2. Pertinent portions of the statements of all parties to the incident.
3. A description of the incident, physical evidence and other evidence important to the case.
4. The observations and conclusions of the investigating officer.

All complaints are promptly reviewed. Investigations are conducted by supervisors, followed by multiple layers of review before findings are approved. The Investigating Supervisor thoroughly interviews the complainant and available

witnesses and collects and reviews all evidentiary material. At the completion of the investigation, findings are provided to complainants who elect to provide their contact information. Investigative findings are categorized as follows:

1. Unfounded: The investigation indicates that the act or acts complained of did not occur or failed to involve police personnel.
2. Exonerated: Act did occur but was justified, lawful, and proper.
3. Not Sustained: Investigation fails to discover sufficient evidence to clearly prove or disprove the allegations in the complaint.
4. Sustained: The investigation disclosed sufficient evidence to clearly prove the allegations made in the complaint.

Depending on the nature of the activity, repercussions for substantiated complaints range from verbal discipline and retraining, to fines and loss of pay and in more extreme instances, termination. Officers that engage in activity which may contain criminality, are screened by the Nassau County District Attorney's Office for evaluation and if necessary, prosecution. Officers that engage in excessive force may find themselves in criminal, civil and civil rights proceedings. Members found guilty of criminal activity are subject to the same sanctions and penalties imposed by the law as the civilian population. Founded investigations for violation of rules or regulations are referred to the Department's Command Staff for consideration of discipline, which is ultimately determined by the Chief of Police.

Police Reform Plan

In accordance with the repeal of section 50-a of the New York State Civil Rights Law and the amendments to Article 6 of the New York State Public Officers Law (Freedom of Information Law) founded complaints and dispositions thereof will be made available to the public as required by law. NCPD Legal Bulletin 20-003 was issued notifying the members of the Glen Cove Police Department of the change to the law.

Complaint forms are available at the Police Department and will be made available on the Glen Cove Police Department's new webpage, the City's webpage and the Mayor's Office. In addition, complaints may be lodged at the Nassau County Police Department, Nassau County District Attorney's Office, and the New York State Attorney General's Office.

Body Worn Camera Program

Body Worn Camera's (BWC) have become an increasingly standardized tool employed by police departments across the nation to aid in transparency and accountability. Research has demonstrated the utility of BWC's and police leaders, and officers alike, have begun to advocate for their use.

Current Practices

The Glen Cove Police Department does not currently utilize a BWC system. The Chief of Police has expressed his desire to begin a program once funding becomes available and information technology issues can be resolved. The fact is that BWC programs are inherently expensive and require the addition of a dedicated workforce to administer and upkeep the program.

Police Reform Plan

The Police Department will actively seek external funding to support a Body Worn Camera Program. The Department will be guided by and learn from the Nassau County Police Department's current implementation of their BWC Program. Nassau County has hired an outside consultant to explore the best options and assist in drafting policies and plans to support the program. Any best practices emerging from this exercise will be adopted into the policies and procedures of the Glen Cove Police Department. In addition, the Department is currently taking steps to support the program by developing a new position within to assist with and coordinate all Information Technology demands associated with BWC's. The responsibility associated with the position include recording and retaining video evidence, auditing video for policy compliance, and maintaining the hardware and software necessary to run the system.

Recruitment and Supporting Excellent Personnel

Department Staffing and Recruitment

Department staffing is an area highlighted by New York State for review under the collaborative policing plan. In recent years, the Department has fluctuated between forty-six (46) and fifty-three (53) officers. Historically, the Department was as large as sixty-five (65) officers. Emerging trends in housing within the community certainly support increasing numbers of sworn officers as the

population with Glen Cove climbs.

Current Practices

The Glen Cove Police Department consists of fifty-three (53) sworn members and 36 civilian employees. The sworn members include 34 Patrol Officers, 6 Detective Investigators, 8 Sergeants (Patrol Supervisors), 3 Lieutenants (Platoon Supervisors), a Deputy Chief and Chief. Of those civilians, fifteen (15) are school crossing guards, twenty-one (21) are auxiliary police officers, two (2) are clerks, one (1) is a police dispatcher and the remainder are custodians.

Ultimately, the hiring process is one that is not controlled in whole by the Glen Cove Police Department but rather is controlled by the Glen Cove Civil Service Commission. In terms of recruitment and selection, the civil service process and laws dictate who will be a viable candidate for the job of police officer and who will not.

Police Reform Plan

The Glen Cove Police Department recruits extensively within the community on a continual basis. Recruitment is achieved through personal interactions with potential candidates by each and every officer. In an effort to reach a more diverse group of candidates, the Department has been promoting the Police Officer Civil Service Exam through our website, distributing pamphlets during community events, utilizing social media platforms, and engaging the youth in the community. Officers from the Glen Cove Police Department actively engage potential recruits at career days, job fairs, and other community forums including school events and city celebrations.

Incentives for Officer to Advance Policing Goals

Promotion of professional progression through the many divisions of the Police Department is a traditional method for incentivizing Officers to advance their careers. Officers who are drawn to promote traffic safety may be assigned to Traffic Safety or Motor Carrier Unit, others interested in investigations may request to become part of the Crime Prevention Unit or be selected to the Detective Division, and those who wish to enhance community service may request to become certified PRIDE Instructors.

Current Practices

The Glen Cove Police Department recognizes officer's positive behavior and performance in numerous ways. One of the basic forms is publicizing "good-guy" letters received from the public on Department forums including Facebook and internal information boards. Other forms of recognition are more formal. Several civic associations present awards to

officers throughout the year including the VFW, Mothers Against Drunk Driving (MADD), Local Chambers of Commerce and the Nassau County Chiefs of Police. These awards are usually nominated by a supervisor or Chief of Police. Finally, the Glen Cove Police Department has a formal recognition program that recognizes officers annually at a formal Awards Ceremony. It includes medals and certificates. The majority of these medals are for bravery, exemplary service and lifesaving.

Police Reform Plan

The Police Department will explore formalizing the “good-guy” letter process by developing a “Thank an Officer” button on our Department Website. The button will bring community members to a page that they can fill out to recognize an officer for their efforts to assist them. This will then be publicized on Facebook and internal department boards.

Implicit Bias Awareness Training

Implicit bias awareness is a theory acknowledging that individuals are susceptible to making automatic associations of individuals between groups of people and stereotypes about those groups, which may lead to automatically perceiving crime based on an individual’s membership in a particular group. Training and exposing police officers to the existence of unconscious bias is believed to help reduce and manage implicit bias. Diversity training that addresses implicit or unconscious bias can help individuals manage and minimize its existence by increasing awareness and ensuring respectful encounters both inside the organization and with communities. Respectful language, thoughtful and intentional dialogue, and consistent involvement, both formal and informal, in community events help ensure that relationships of trust between police and communities will be built.

Current Practices

Implicit bias and biased-based policing are also addressed through Department policy. Policy Statement #2 (PS-2-21, effective January 1, 2015) of the Glen Cove Police Department Manual specifically addresses biased-based policing and racial profiling. In sum it reads, “It is the policy of the Glen Cove Police Department to prohibit all police practices involving profiling or other biased based decisions. No officer may take any enforcement action based solely upon any common trait shared by any group of people, which is not in itself indicative of criminal activity. This includes, but is not limited to, race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group or any other group identifier. The Glen Cove Police Department does not condone racial

profiling/biased based policing and Members of the Department will not engage in it. It is inconsistent with effective policing and equal protection under the law for all persons. Racial profiling/biased based policing undermines the efforts of law enforcement by causing a loss of respect for the law and a loss of credibility for the Department, particularly within the communities that need professional policing the most. Even the perception of racial profiling creates a distrust that discourages participation in the criminal justice system.” In addition, Operational Policy #16 (OP-16-21, effective May 6, 2016) outlines specific procedures that officers and supervisors must follow including expanded guidance on pre-textual stops (NCPD Legal Bulletin 09-006) and prohibiting profiling. The policy also outlines supervisors’ responsibilities when addressing allegations of biased-based policing.

Police Reform Plan

The Glen Cove Police Department is committed to creating a police agency that is free from bias, hate and racism. As part of our on-going efforts to train our officers on these topics, we are instituting a mandatory in-service training for all officers on implicit bias. As of the writing of this report, all members of the Glen Cove Police Department have received a two (2) hour-block of training on implicit bias awareness. In addition, the academy has added an additional eight (8) hours of newly expanded training addressing anti-bias, morality, ethical awareness and cultural diversity. This supplementary eight (8) hour training will occur just prior to recruit graduation. The academy staff stresses ethical and moral courage and the importance of holding each other accountable for their actions. Finally, the Glen Cove Police Department will be implementing a program to utilize the NYS TraCS system when issuing traffic summonses. As part of the program, the Department is purchasing all of the required equipment and will join Nassau County in tracking traffic stop data.

De-Escalation Training and Practices

Definition:

The concept of de-escalation refers to the range of verbal and non-verbal skills used to slow down the sequence of events, enhance situational awareness, conduct proper threat assessments, and allow for better decision-making in order to reduce the likelihood of a situation escalating into a physical confrontation or injury. Maintaining public trust is an essential element of effective policing and without it public deference to police authority diminishes, with minor incidents more likely to escalate to the use of force. A key factor in enhancing an agency’s legitimacy in the community is reducing the need for use of force through the practice of de-escalation whenever possible. De-escalation practices provide an opportunity to

create an open dialogue between members of the community, police agencies, and the government.

Current Practices

The Glen Cove Department is fully committed to fostering de-escalation practices and policies. Through effective communication and control over their own emotions, officers can bring almost any interaction with their constituents to a successful, non-violent conclusion. De-escalation enhances the safety of police officers and the public. The most important tool an officer has available to them is communication and the ability to verbally disarm someone. The Glen Cove Police Department strives for a positive outcome in every situation.

In the Nassau County Police Academy, our recruits are taught the Five Universal Truths of Human Interaction: people feel the need to be respected, people would rather be asked than told, people have a desire to know why, people prefer to have options instead of threats, and people want to have a second chance. The academy instructors also stress the importance of understanding that being in charge of a situation does not necessarily mean you are in control. Officers can gain control of a situation through effective communication. Officers should use verbal, non-verbal and tactical communication to be persuasive speakers. Officers are also provided with methods of interaction in basic street encounters as well as appropriate dialogue for each aspect of the encounter.

De-escalation requires the ability to be not only a persuasive speaker, but also an active and engaged listener. To be an active listener, an officer must be open and unbiased, listen to all of what is conveyed (verbal and non-verbal), interpret the meaning and respond appropriately and be free of judgment. The Glen Cove Police Department stresses the importance of empathy, as it recognizes the ability to understand someone's feelings and emotions. Empathy is key to understanding another person's perspective. Successful interactions to de-escalate a situation require Officers to assess, engage and resolve. Assessment of a situation is one of the most vital aspects of response to a situation. Officers are given very limited information prior to responding to a call and therefore the initial assessment is extremely important. Engaging in a situation is the most critical part of conflict resolution. Officers must control themselves and free their minds of anger, fear, judgment and ego so they can respond without outside influence. Resolution is where the encounter will end, whether good or bad. If the Officer can maintain control of the situation and themselves, a successful conclusion is a near guarantee. In all situations, it is imperative Officers respond and not react. When an Officer reacts, they are no longer in control as the situation is controlling them. Recruits are

also taught to identify their weaknesses. Once identifying the trigger, one could make attempts to remove it. By recognizing that a weakness exists, the Officer can consciously avoid being triggered by others and therefore remain in control.

To ensure our Officers are aware of de-escalation training and practices, this topic is covered in all of our Use of Force training. In addition, de-escalation training was the central focus of our Mental/Emotional Crisis Training.

Police Reform Plan

De-escalation training is being threaded into all aspects of departmental training from Use of force to Firearms to Crisis Intervention training. In addition to training de-escalation tactics, we formalized its importance by memorializing de-escalation into our Use of Force Continuum. De-escalation has and will form the backbone of all future Police Department Training. Another example of this commitment is our recent effort to have our Use of Force instructors qualify as ABLE train-the-trainer instructors through Georgetown University's Innovative Policing Program. ABLE (Active Bystander for Law Enforcement) is an innovative program where officers are instructed in active bystandership tactics and trained to intervene in situations where a fellow officer may be acting inappropriately. This will help to support our "duty to intervene" policy mandate and will also help us to ensure that all of our officers are acting in the best interests of the public and the Department. The Glen Cove Police Department's application to the program has been approved and the first training sessions are slated to be held in April of this year.

Supporting Officer Well-Being

The unfortunate truth about the working environment of a law enforcement officer is that during the course of a police career, officers will be exposed to numerous traumatic events. As with all of society, some officers will have the mechanisms to cope with these events in a positive manner while others may not. The Department is concerned about the health, well-being and safety of our officers and has taken several steps to ensure that our officers are well supported.

Current Practices

The Glen Cove Police Department makes extensive use of the Nassau County Peer Support Team. Incidents that are especially sensitive require a call-out of peer supporters. They respond to scenes and/or hospitals and other locations as needed and assist the officers involved with positively processing the experiences that they have just been through. This team includes specially trained officers and is available twenty-four (24) hours a day, seven (7) days a week to all police officers.

Our experiences with the Team have been extremely positive.

Incidents that are more negatively impactful may require an officer to be counseled by Employee Assistance. Often, this is initiated by the officer or their direct supervisor. The Glen Cove Police Department has had members of Employee Assistance conduct training at our agency. The officers were told about the process, the services offered, and given contact information for the anonymous process.

The Glen Cove Police Department has trained and certified an officer in Police Officer Well-Being Training through the FBI. This training was conducted at the Nassau County Police Academy and that officer currently is part of the Officer Well-Being Program of the Nassau County Police.

Finally, the Department, in partnership with the Police Union, has made several upgrades to the Police Department Gym in an effort to support officer well-being, physical fitness, fitness for duty and create positive outlets to reduce stress. This has been well received by the officers and is a tremendous source of pride for the Department.

Police Reform Plan

Officer well-being remains a top priority for the Police Department. Stress, trauma, and emotional distress all have a negative impact on the health of officers and can translate into poor practices in the field. This in turn can negatively impact the relationship between officers and the communities they serve. A one-hour block of training will be instructed by our Certified Well-being Officer each year to members of the Department. In addition, we will seek out best practices in the area of health and well-being and train our officers in positive methods to cope with job-related stress. In addition, we will continue to maintain the physical fitness center and make improvements when necessary.

Finally, we are making a commitment to improve the working environment of our officers. Perhaps the most significant issue within the Department is the condition of our police cars. The most significant work environment officers are exposed to is their patrol cars often spending 12-hours per day inside them. In many instances, these patrol cars are well beyond their expected life and milage with some having well-over six years in service and over 100,000 miles of use. The Department and the City have taken steps to rectify this situation. In 2020, three new patrol vehicles were purchased. We requested the purchase of three more vehicles in

2021 and have submitted a plan to purchase three vehicles per year for the next five years.

Closing

The policing plan outlined above represents the Police Department's commitment to the people of Glen Cove. Since 1918, this Department has strived to meet the needs of an ever-growing diverse community while serving with honor, pride, and distinction. Several years ago, the Department adopted the motto "Committed to Excellence." The vision behind the motto is that it forms the basis of all that we do. We are committed to excellence in policing, service, and outreach with the community of Glen Cove. We are committed to excellence in courteous and respectful policing that coproduces safety through cooperation and partnerships. We are committed to excellence in providing a safe and secure community where all people can work and raise a family in safety. We are committed to excellence in assisting victims of crime and seeking help for those that cannot help themselves. In sum, we are committed to excellence in all that we do, and, as highlighted in this plan, this commitment will inform policing in Glen Cove for generations to come.



"Committed to Excellence"

Resolution 6-A





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

BUDGET TRANSFER FORM

DEPARTMENT: INSURANCE

BUDGET YEAR 2021

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1910-55950	UNALLOCATED INSURANCE	\$40,000	
A9010-57168	HEALTH & DENTAL INSURANCE		\$40,000

Reason for Transfer:

TO RE-ALLOCATE BUDGETED FUNDS BETWEEN INSURANCE
 ACCOUNTS TO COVER COMMERCIAL LIABILITY PREMIUM

Department Head Signature:

Michael A. Piccirillo

Digitally signed by Michael A. Piccirillo
 DN: cn=Michael A. Piccirillo, o=City of Glen
 Cove, email=mpiccirillo@glen-cove.ny.gov, c=US
 Date: 2021.03.03 14:08:31 -0500

Date: MARCH 15, 2021

City Controller Approval:

Date: MARCH 15, 2021

City Council Approval – Resolution Number: _____

Date: _____

Resolution 6-B



STATEMENT OF VENDOR QUALIFICATIONS

<u>BUSINESS ENTITY INFORMATION</u>				
<u>Legal Business Name</u> CITY RESTORATION & MAINTENANCE INC		<u>EIN</u> 27-3023535		
Address of the <u>Principal Place of Business</u> (street, city, state, ZIP) 646 CONEY ISLAND AVE SUITE B BROOKLYN NY 11218		<u>New York State Vendor Identification Number</u> VS1100059687		
		<u>Telephone</u> 718-853-9300 ext.		<u>Fax</u> 718-228-2568
		<u>Website</u> N/A		
Authorized Contact for this Questionnaire				
<u>Name</u> KAUKAB NAVEED		<u>Telephone</u> 718-864-6043 ^{ext.}		<u>Fax</u> 718-228-2568
<u>Title</u> PRESIDENT		<u>Email</u> CITYRESTORATION786@YAHOO.COM		
<p>Please note: Persons or firms submitting bids must be engaged in the lines of work required in these specifications, or shall be able to refer to work of similar character performed by them. Proposers must present satisfactory evidence of experience, ability, and financial standing, and also a statement as to their plant and machinery.</p>				
<p><i>Additional <u>Business Entity Identities</u>: If applicable, list any other <u>DBA</u>, <u>Trade Name</u>, <u>Former Name</u>, <u>Other Identity</u>, or <u>EIN</u> used in the last five (5) years, the state and county where filed, and the status (active or inactive).</i></p>				
Type	Name	EIN	State or County where filed	Status
NONE				

I. BUSINESS CHARACTERISTICS

1.0 Business Entity Type – Check appropriate box and provide additional information:

a) <input checked="" type="checkbox"/> Corporation	Date of incorporation 07-12-2010
b) <input type="checkbox"/> Public Corporation	Date of incorporation
c) <input type="checkbox"/> Sub-chapter "S" Corporation	Date of incorporation
d) <input type="checkbox"/> Limited Liability Company (LLC or PLLC)	Date Organized
e) <input type="checkbox"/> Limited Liability Partnership	Date of Registration
f) <input type="checkbox"/> Limited Partnership	Date Established
g) <input type="checkbox"/> General Partnership	Date Established
h) <input type="checkbox"/> Sole Proprietor	How many years in business?
i) <input type="checkbox"/> Other	Date Established

If Other, explain:

The Contractor's federal employer identification number is: 27-3023535
 DUNS Number: 109612543

1.1 Was the Business Entity formed in New York State? Yes No

If "No," indicate jurisdiction where the Business Entity was formed:

<input checked="" type="checkbox"/> United States	State	NEW YROK
<input type="checkbox"/> Other	Country	

1.2 If the Legal Business Entity's Principal Place of Business is not in New York State, does the Legal Business Entity maintain an office in New York State?
 (Select N/A if Principal Place of Business is in New York State.) Yes No N/A

If "Yes," provide the address and telephone number for one office located in New York State.

I. <u>BUSINESS CHARACTERISTICS (continued)</u>		
<p>1.3 Is the <u>Legal Business Entity</u> a New York State certified <u>Minority-Owned Business Enterprise (MBE)</u>, <u>Women-Owned Business Enterprise (WBE)</u>, <u>New York State Small Business (SB)</u>, or a federally certified <u>Disadvantaged Business Enterprise (DBE)</u>?</p> <p>If "Yes," check all that apply:</p> <p>[] New York State certified <u>Minority-Owned Business (MBE)</u></p> <p>[] New York State certified <u>Women-Owned Business Enterprise (WBE)</u></p> <p>[] <u>New York State Small Business (SB)</u></p> <p>[] Federally certified <u>Disadvantaged Business Enterprise (DBE)</u></p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>1.4 Identify <u>Officials</u> and <u>Principal Owners</u>, if applicable. For each person, include name, title, and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.</p>		
Name	Title	Percentage of Ownership (Enter 0% if not applicable)
KAUKAB NAVEED	PRESIDENT	100%

2. LEADERSHIP INTEGRITY

Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute, or approve bids, proposals, contracts, or supporting documentation on behalf of the reporting entity with any government entity been:

2.0 Sanctioned relative to any business or professional permit and or license?

Yes No Other

2.1 Suspended, debarred, or disqualified from any government-contracting process?

Yes No Other

2.2 The subject of an investigation, whether open or closed, by any government entity that resulted in findings of civil or criminal violation for any business-related conduct?

Yes No Other

2.3 Indicted, granted immunity, or convicted of a felony or misdemeanor crime, or subject to a judgment for:
a. Any business-related activity; or
b. Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?

Yes No Other

For each "Yes" or "Other" explain:

3. INTEGRITY – CONTRACT BIDDING	
<i>Within the past five (5) years, has the reporting entity:</i>	
3.0 Been <u>suspended</u> or <u>debarred</u> from any <u>government-contracting process</u> or been <u>disqualified</u> on any government procurement, permit, license, concession, franchise or lease, including but not limited to, <u>debarment</u> for violation of New York State Workers' Compensation or Prevailing Wage laws, or New York State Procurement Lobbying Law?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.2 Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by a <u>government entity</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.3 Had a low bid rejected on a <u>government contract</u> for failure to <u>make good-faith efforts</u> on any <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or <u>Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative-action requirements</u> on a previously held contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.4 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.5 Initiated a request to withdraw a bid submitted to a <u>government entity</u> in lieu of responding to an information request or subsequent to a formal request to appear before the <u>government entity</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
For each "Yes" explain:	

4. INTEGRITY – CONTRACT AWARD	
<i>Within the past five (5) years, has the reporting entity:</i>	
4.0 Been <u>suspended</u> or <u>terminated for cause</u> on any <u>government contract</u> including, but not limited to, a <u>non-responsibility finding</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.1 Been subject to an <u>administration proceeding</u> or civil action seeking specific performance or restitution in connection with any <u>government entity</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.2 Entered into a formal monitoring agreement as a condition of a contract award from a <u>government entity</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
For each "Yes," explain:	

5. CERTIFICATIONS/LICENSES
Within the past five (5) years, has the reporting entity:

5.0 Had a revocation, suspension, or disbarment of any business or professional permit and/or license? Yes No

5.1 Had a denial, decertification, revocation, or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise, or federal certification of Disadvantaged Business Enterprise status for other than change of ownership? Yes No

For each "Yes," explain and be sure to attach all relevant licenses and certifications related to this bid, regardless of whether or not there has a problem:

5.2 Does the Reporting Entity carry the following insurances:

- Workers Compensation Yes No
- Disability Benefits Insurance Yes No
- General Liability Yes No
- Comprehensive Automobile Liability Yes No

5.3 Attach any and all related insurance certificates appropriate to the services offered (i.e.: professional malpractice, workers compensation, property coverage, general liability, data breach, etc.) and/or as requested by the purchasing office.

6. LEGAL PROCEEDINGS

Within the past five (5) years, has the reporting entity:

6.0	Been the subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6.1	Been the subject of an indictment, grant of immunity, <u>judgment</u> , or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6.2	Received an OSHA citation and Notification of Penalty containing a violation classified as <u>serious or willful</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6.3	Had a <u>government entity</u> find a willful prevailing-wage or supplemental-payment violation or any other willful violation of New York State Labor Law?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6.4	Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any <u>government entity</u> involving a violation of federal, state, or local environmental laws?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6.5	Other than previously disclosed: a) Been subject to fines or penalties imposed by <u>government entities</u> , which in the aggregate total \$25,000 or more, or; b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>governmental entity</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

For each "Yes," explain:

7. FINANCIAL AND ORGANIZATIONAL CAPACITY

7.0 Within the past five (5) years has the Reporting Entity received any formal unsatisfactory performance assessment(s) from any government entity on any contract?

Yes No

If "Yes," provide and explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

7.1 Within the past five (5) years, has the Reporting Entity had any liquidated damages assessed over \$25,000?

Yes No

If "Yes," provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed, and the current state of the issue(s). Provide answer below or attach additional sheets with numbered responses.

7.2 Within the past five (5) years, have any liens or judgments (not including UCC filings) over \$25,000 been filed against the Reporting Entity that remain undischarged?

Yes No

If "Yes," provide and explanation of the issue(s), relevant dates, the Lien Holder or Claimant's names(s), the amount of the lien(s), and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

7.3 In the last seven (7) years, has the Reporting Entity initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?

Yes No

If "Yes," provide the bankruptcy chapter number, the court name, and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending," or "Closed." Provide answer below or attach additional sheets with numbered responses.

7. FINANCIAL AND ORGANIZATIONAL CAPACITY (continued)

<p>7.4 During the past three (3) years, has the <u>Reporting Entity</u> failed to file any tax returns required by <u>federal</u>, state, or local laws?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>If "Yes," provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the <u>Reporting Entity</u> failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.</p>	
<p>7.5 During the past three (3) years, has the <u>Reporting Entity</u> failed to file any New York State unemployment insurance returns?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>If "Yes," provide the years the <u>Reporting Entity</u> failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken, and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</p>	
<p>7.6 During the past three (3) years, has the <u>Reporting Entity</u> had any <u>government audit(s) completed</u>?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>a) If "Yes," did any audit of the <u>Reporting Entity</u> identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contracts or grant agreements, significant abuse, or any <u>material disallowance</u>?</p>	<p>[] Yes <input checked="" type="checkbox"/> No</p>
<p>If "Yes," to 7.6 a), provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken, and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</p>	

8. ASSOCIATED ENTITIES

This section pertains to any entity(ies) that either control, or is controlled by, the reporting entity.

8.0 Does the Reporting Entity have any Associated Entities?

Note: All questions in this section must be answered if the Reporting Entity is either:

- An Organizational Unit; or
- The entire Legal Business Entity that controls, or is controlled by, any other entity(ies).

If "No," SKIP THE REMAINDER OF SECTION 8.

Yes No

8.1 Within the past five (5) years, has any Associated Entity Official or Principal Owner been charged with a misdemeanor or felony, been indicted, granted immunity, convicted of a crime, or subject to a judgment for:

- a) Any business-related activity; or
- b) Any crime, whether or not business related, the underlying conduct of which was related to truthfulness?

Yes No

If "Yes," provide an explanation of the issue(s), the individual involved, his/her role in the Associated Entity, his/her relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken, and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

8.2 Does any Associated Entity have any currently undischarged Federal, New York State, New York City, or other New York local government liens or judgments (not including UCC filings) over \$50,000?

Yes No

If "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

8. ASSOCIATED ENTITIES (continued)

8.3 Within the past five (5) years, has any Associated Entity:

a) Been <u>disqualified, suspended, or debarred</u> from any <u>federal, New York State, New York City, or other New York local government- contracting process</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b) Been denied a contract award, or had a bid rejected, based upon a <u>non-responsibility finding</u> by any <u>federal, New York State, New York City, or other New York local government entity</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
c) Been <u>suspended, cancelled, or terminated for cause</u> (including <u>non-responsibility</u>) on any <u>federal, New York State, New York City, or New York local government contract</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
d) Been the subject of an investigation, whether open or closed, by any <u>federal, New York State, New York City, or New York local government entity</u> for a civil or criminal violation with a penalty in excess of \$500,000?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
e) Been the subject of an indictment, grant of immunity, <u>judgment</u> , or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>federal, New York State, New York City, or other New York local government entity</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g) Initiated, or been subject of, any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

For each "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant date(s), the government entity involved, any remedial or corrective action(s) taken, and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9. REFERENCES AND PROFESSIONAL MEMBERSHIPS

9.0 Bank References

A. CHASE BANK 8418 BAY PARKWAY BROOKLYN NY 11214 (718) 234-5551

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

9.1 Trade Association Memberships

A. NONE

B. _____

C. _____

D. _____

10. CERTIFICATION

10.0 Attach state of financial conditions, including vendor's latest regulated dated financial statement or balance sheet.

Date of current statement or balance sheet: DECEMBER 31, 2020

Name and address of firm preparing statement: INNAYAH SERVICES INC
646 CONEY ISLAND AVE BROOKLYN NY 11218

Dated at BRONX This 1ST Day of MARCH 202021

Name of Organization: CITY RESTORATION & MAINTENANCE INC

By: [Signature]
KAUKAB NAVEED
Title: PRESIDENT

State of: NEW YORK)
:SS
County of: BRONX)

M KAUKAB NAVEED being duly sworn deposes and says that he/she is the PRESIDENT of CITY RESTORATION & MAINTENANCE INC contractor and that answers to the forgoing questions and all statements therein contained are true and correct.

Sworn to before me this 1ST day of MARCH 2021

Notary Public: [Signature]
My Commission expires: 09-08-2023

Notary Seal/Stamp

DENISSE I AVILES
NOTARY PUBLIC - STATE OF NEW YORK
REGISTRATION NO. 01AV6330221
QUALIFIED IN BRONX COUNTY
COMMISSION EXPIRES SEPTEMBER 08, 2023

Resolution 6-C



STATE OF NEW YORK
COUNTY OF NASSAU
CITY OF GLEN COVE
CONTRACT NO. 2020-015

For the PEDESTRIAN IMPROVEMENTS FOR GLEN COVE BUSINESS IMPROVEMENT DISTRICT LOCATED IN THE CITY OF GLEN COVE, L.I., NEW YORK

THIS AGREEMENT, made and executed in triplicate this _____ day of _____, in the year two thousand twenty one (2021), by and between the City and Macedo Contracting Services, Inc. (Contractor).

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

ARTICLE 1. DEFINITIONS. Whenever the following words appear in this contract and specifications hereto attached:

County - The word "County" or pronouns used in place thereof shall mean the County of Nassau.

City - The word "City" or pronoun used in place thereof shall mean the City of Glen Cove and shall be deemed to include the officer or officers of the City participating herein.

Director of Public Works - The words "Director of Public Works" or pronoun used in place thereof shall mean the Director of Public Works of the City of Glen Cove.

Contractor - The word "Contractor" or pronoun used in place thereof shall mean the party of the second part of this agreement, and shall apply thereto regardless of number or gender.

Engineer - The word "Engineer" or pronoun used in place thereof shall mean the Engineer of the City of Glen Cove, acting directly or through authorized agent or agents.

Project - The word "Project" or pronoun used in place thereof shall mean the Pedestrian Improvements for Glen Cove Business Improvement District, as described in the Project Specifications (Appendix A) and Notice to Bidders (Appendix D) attached hereto.

Notice - The word "Notice" shall mean written notice. Notice shall be served upon the Contractor in accordance with Article 43 of this contract.

ARTICLE 2. TERM. This contract shall commence on the date that it is executed by the City and the Contractor (the "Commencement Date") and terminate within three hundred (300) days of the Contractor receiving written notice to proceed from the City (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Attention is called to the provisions of Article 22 of this contract.

ARTICLE 3. WORK TO BE PERFORMED. The Contractor shall perform the work set forth and in

accordance with the Project Specifications (Appendix A) annexed hereto and made a part hereof in conformance with the provisions of this contract and in conformance with signed amendments as may be agreed to between the parties to this contract.

ARTICLE 4. RESPONSIBILITY OF THE CONTRACTOR.

1. The Contractor shall do all the work and furnish all labor, materials, equipment, tools, and appliances, except as hereinafter otherwise stated, that may be necessary and proper for performing and completing the work.
2. The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract and that his information was secured by personal investigation and research and not from the estimates of the City, and that he will make no claim against the City, by reason of estimates, tests or representation of any officer or agent of said City.
3. Neither the City's review, approval or acceptance of, nor payment for, any of the work required under this contract shall be construed to operate as a waiver of any rights under this contract or any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this contract.
4. All services required shall be performed personally by the Contractor and/or the subcontractors that have been approved in writing by the Director of Public Works per Article 32 of this contract.
5. The Contractor will regularly advise City of the status of the work, and will coordinate its activities with City and accommodate other City activities at the work site. The Contractor and City shall each designate an authorized representative to be available for consultation, assistance, and coordination of activities.

ARTICLE 5. RESPONSIBILITY OF THE CITY. City will cooperate with the Contractor to complete the work in a timely, efficient, and cost-effective manner. The City shall designate an authorized representative familiar with the work who shall be available to the Contractor and who has the authority to make all decisions required to assure that the Contractor can furnish the work per this contract.

ARTICLE 6. NOTICE OF DIRECTOR OF PUBLIC WORKS, TIME OF PERFORMANCE.

1. Notice to proceed shall be via a written directive issued by the City. The Contractor further agrees that he will begin work within ten (10) days after he is directed to do so by written notice to proceed from the Director of Public Works or his designee(s) unless the consent of the Director of Public Works or his designee(s) is given in writing to begin work at a later date, and that he will prosecute the same continuously in a thorough and workmanlike manner pursuant to the Work Schedule (Appendix B) so that it shall be entirely completed and performed within the time of performance, which shall be 300 calendar days from the date of said notice. The Director of Public Works or his designee(s) shall be the sole judge as to whether the work hereunder has been completed within the time stipulated. The Contractor may request in a written notice to the City an extension of the time of performance at least fifteen (15) days prior to the 300th calendar day from the notice to proceed.
2. The Contractor agrees to notify the Director of Public Works or his Engineer not less than three (3) days in advance of actual operations.

3. Within two (2) weeks of the Contractor's receipt of said notice to proceed, a Work Schedule detailing all work as outlined in the attached Project Specifications (Appendix A) and benchmark dates for completion of same, shall be submitted to the City for review and approval. The Work Schedule shall become an amendment to this contract (Appendix B).

4. The work shall be performed under the direction of the City of Glen Cove. The Contractor shall not commence work on a phase of the Project without the written approval of the City.

ARTICLE 7. PROJECT FUNDING. The City has received funding for this project, entitled Pedestrian Improvements for Glen Cove Business Improvement District (0761.38), under the Transportation Alternatives Program (TAP) – Congestion Mitigation and Air Quality Improvement Program (CMAQ) grant with New York State Department of Transportation (NYSDOT) Project Identification Number (PIN) 0761.38.

ARTICLE 8. COMPENSATION. It is understood and agreed that the maximum to be paid the Contractor as compensation for its services under and specific to this Contract shall not exceed **(\$359,950)** per the Proposal (Appendix C) attached hereto and made a part hereof. The City has budgeted for the full amount of this contract.

ARTICLE 9. SPECIAL CONDITIONS. The said work shall be performed in accordance with the true intent and meaning of the plans and specifications therefore, which together with the Proposal (Appendix C), Notice to Bidders (Appendix D), and Instructions to Bidders (Appendix E) are hereby referred to as and made a part of this contract, without any further expense of any nature whatsoever to the City, than the consideration named in this contract. The City, however, reserves the right to make such additions, deductions, or changes, as it deems necessary, making an addition or deduction therefore at the unit prices named in the proposal for this work; and this contract shall in no way be invalidated thereby, and no claim shall be made by the Contractor for any loss of anticipated profits because of any such change, or by reason of any variation between the approximate quantities and the quantities of the work as done.

ARTICLE 10. CHANGE ORDERS.

1. The City may, from time to time, require changes in the work to be performed or material to be furnished by the Contractor hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this contract. No claim will be made by the Contractor for any such work performed or material furnished before such amendments shall have been approved or passed by the City.

2. No work for which an additional cost or fee will be charged by the Contractor shall be performed without prior written authorization from the City.

3. Refer to section 104-02 Scope of work, for any changes, contingencies, extra work, or deductions on the project – in the latest NYSDOT Standard Specifications.

ARTICLE 11. INDEPENDENT CONTRACTOR. The relationship of the Contractor to the City arising out of this contract is that of an independent contractor. The Contractor shall have no power or authority to act for, represent or bind the City in any manner, and shall not be entitled to any life insurance, health insurance, pension benefits or other benefits afforded to the regular employees of the City.

ARTICLE 12. TERMINATION.

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

ARTICLE 13. INTEREST OF CONTRACTOR.

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

ARTICLE 14. PROPERTY RIGHTS.

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

ARTICLE 15. DETERMINATION AND DECISIONS. The work under this contract shall be done to the satisfaction of the Director of Public Works or his Engineer, and in full compliance with the plans and specifications therefore, and any amendments or additions thereto. Before final acceptance by the Director of Public Works or his designee(s), all disputes as to such compliance must be adjusted, and the determination or decision of the Director of Public Works or his Engineer with respect to such disputes shall be final. The making of such determination or decision shall be a condition precedent to recognition by the City of any claim by the Contractor for payment for such disputed work or any portion thereof.

ARTICLE 16. ABANDONMENT OF WORK. It is mutually agreed that if the work to be done under this contract shall be abandoned, or if this contract or any part thereof shall be sublet without the consent of the City of Glen Cove and Director of Public Works or his designee(s) being first obtained in writing, or if this contract or any claim thereunder shall be assigned by the Contractor otherwise than herein specified, or if at any time the Director of Public Works or his Engineer shall be of the opinion that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessary or unreasonably delayed, or that the Contractor is violating any of the provisions of this contract, the Director of Public Works or his Engineer shall notify the Contractor by a written notice to discontinue the work, or such part thereof, he shall thereupon cease to have any right of possession of the ground, and the Director of Public

Works or his designee(s) shall thereupon have the right by contract or otherwise, as may be determined, to complete the work or such part thereof and to charge the expense thereof to the Contractor and take possession of and use therein such materials, plant and machinery, implements, and tools of every description as may be found upon said work. The expense so charged shall be deducted and paid by the Director of Public Works or his designee(s), out of the monies due or to become due the Contractor under this contract, or any part thereof; and in case such expense is more than the sum which would have been payable under this contract if the contract had been completed by the Contractor, the Contractor and his sureties shall pay the amount of such expense to the City.

ARTICLE 17. MACHINERY AND PLANT. The Contractor shall furnish at his own cost all transportation, apparatus, ways, works, machinery and plant and also suitable appliances requisite for the execution of this contract, and shall be solely answerable for the same, and for the safe, proper and lawful construction, maintenance and use thereof. The Contractor shall cover and protect the work from damage, and its injury to the same before completion of this contract and its acceptance by the Director of Public Works or his designee(s), shall be made good by the Contractor who shall be solely answerable for all damages to the City, to the neighboring premises, or to any private or personal property due to improper, illegal or negligent conduct of himself or his subcontractor, employees or agents in or about the said work, or in the execution of the work covered by this contract or any extra work undertaken, as hereinafter provided, or to any defect in or improper use of scaffolding, apparatus, ways, works, machinery and plant; and he shall assume the defense and save harmless the City, its officers, or agents, from all claims whatsoever relating to labor or materials furnished for the work or to inventions, patents or patent rights used in the work or doing the work.

ARTICLE 18. PATENTED DEVICE, MATERIAL AND PROCESSES. It is mutually understood and agreed that contract prices are to include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters, patent or copyrights, the Contractor shall indemnify and save harmless the City, from any and all claims for infringement by reason of the use of any such patented design, device, materials or process, to be performed under the contract, and shall indemnify the said City, for any costs, expenses and damages which it may be obliged to pay, by reason of any infringement at any time during the prosecution or after the completion of the work.

ARTICLE 19. SUITS AT LAW. In case any action at law or suit in equity may or shall be brought against the City or any of its officers or agents for or on account of the failure, omission or neglect of the Contractor, or, when authorized, his subcontractor or his employees or agents, to do or perform any of the covenants, acts, matters or things by this contract undertaken to be done or performed by the Contractor or his subcontractor, or his employees or agents, or from any injury done to property or persons and caused by negligence or alleged negligence of the Contractor or his subcontractor or his employees or agents, then the Contractor shall immediately assume and take charge of the defense of such actions or suits in like manner and to all intents and purposes as if said actions or suits had been brought directly against the Contractor, and the Contractor shall also indemnify and save harmless the City, its officers and agents, from any and all loss, cost or damage whatever arising out of such actions or suits, in like manner and to all intents and purposes as if said actions or suits had been brought directly against the Contractor; and the Contractor shall also indemnify and save harmless the City, its officers and agents, from any or all loss, cost of damage whatever brought as aforesaid.

ARTICLE 20. DISPUTES. Pending final decision or determination by a court of competent jurisdiction of a dispute arising under this contract, the Contractor shall proceed diligently with performance in accordance with the contract and in accordance with the City's direction.

ARTICLE 21. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil

Practice Law & Rules ("CPLR"), the Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Contractor's actual receipt of process or upon the City's receipt of the return thereof by the United State Postal Service as refused or undeliverable. The Contractor must promptly notify the City, in writing, of each and every change of address to which service of process can be made. Service by the City to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

ARTICLE 22. EXTENSION OF TIME. The City shall, in its sole discretion, have the right to extend this contract by delivering a notice of extension to the Contractor at least fifteen (15) days prior to the Expiration Date. It is mutually agreed that no extension beyond the date of completion fixed by the terms of this contract shall be effective unless in writing signed and approved by the Director of Public Works or his designee(s). Such extension shall be for such time and upon such terms and conditions as shall be fixed by the Director of Public Works or his designee(s), which may include a charge for engineering and inspection expenses actually incurred upon the work. Application for such extension shall be filed by the Contractor in a written notice to the City at least fifteen (15) days prior to the date of expiration fixed by the terms of this agreement. If it is necessary to extend the contract completion date, the Prime Contractor shall submit an application for Extension of Contract Completion Date to the Sponsor (City of Glen Cove). The Sponsor shall review the application and detailed explanation, then they will forward their recommendation to the NYSDOT Construction for review and concurrence.

ARTICLE 23. (Vacant)

ARTICLE 24. INSURANCE.

1. Before performing any work on the contract, the Contractor shall procure and maintain all of the insurance required under this contract and provide proof of such insurance coverage to the City.
2. The Contractor shall take out and maintain during the life of this contract Workers' Compensation Insurance for all his employees employed at the site of the Project and in case of any of the work being performed by a subcontractor, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor.
3. The Contractor shall obtain and maintain over the duration of the contract Disability Benefits coverage as required by New York State Disability Law.
4. The Contractor shall also procure before commencing work at the site of the work and maintain during the life of the contract, such Public Liability and Property Damage Insurance as shall protect him and his subcontractors performing work at the site from claims for damages for bodily injury, including death, as well as from claims for damages to property damage which may arise from operations under the contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Public Liability limits of not less than \$1,000,000.00 for injuries including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$3,000,000.00 on account of one accident. Property Damage limits of not less than \$1,000,000.00.
5. The Contractor must also furnish, in the name of the City, Contingent Liability and Contingent Property Damage Insurance policies to protect the City against claims arising from the operations of the Contractor and his subcontractors, in the same amounts as required for Public Liability and Property Damage.

6. The Contractor must furnish, in the name of the City, Protective Liability and Property Damage Insurance policies to protect the City against claims for property damage and for personal injuries, including accidental death, arising from the operations of the Contractor and his subcontractors, in the same amounts as required for Public Liability and Property Damage.
7. The Contractor must furnish, in the name of the City, Automobile and Truck Insurance policies, in the same amounts as required for Public Liability and Property Damage, to protect the City against liability and property damage claims arising from the operation of his vehicles.
8. The Contractor must furnish Comprehensive General Liability Insurance (with completed operations, plus X.C.U. when applicable) in the same amounts as required for Public Liability and Property Damage.
9. All policies must also have endorsements, providing the City is to receive ten (10) days notice of any notice of cancellation on the policy for any reason whatsoever.
10. Two certificates of all insurance must be furnished. The City of Glen Cove and NYSDOT shall be designated as certificate holders and each provided a certificate.
11. The Contractor shall furnish all insurance required by any agency from whom he or the City must obtain permits in order to perform the work under this contract.
12. The City of Glen Cove shall be listed as an additional insured on all insurance documents as they pertain to this specific Contract.

ARTICLE 25. ARREARS TO COUNTY, SECTION 2206 COUNTY CHARTER. The Contractor warrants that he is not in arrears to the County or City, upon debt or contract, and that he is not a defaulter, as surety, Contractor or otherwise.

ARTICLE 26. WORKERS' COMPENSATION LAW. Pursuant to the provisions of Chapter Four Hundred and Seventy-Eight of the Laws of Nineteen Hundred Sixteen or amendments thereto, this contract shall be void and of no effect unless the party of the second part shall secure compensation for the benefit of, and keep insured during the life of this contract, such employees as are required to be insured by the provisions of Chapter Forty-One of the Laws of Nineteen Hundred Fourteen and acts amendatory thereto, known as the "Workers' Compensation Law".

ARTICLE 27. LABOR LAWS.

1. The Contractor and every sub-contractor performing work at the site of the Project to which this contract relates shall comply with the applicable provisions of the Labor Laws, as amended, of the State of New York.

Occupational Safety and Health Administration (OSHA) Construction Safety and Health Course: Pursuant to Article 8, Section 220-H of the New York State Labor Laws, on all public works Projects where the total cost of the work to be performed is in excess of \$250,000.00 all laborers, workers, and mechanics working on the site shall, prior to performing any work on the Project, be certified as having successfully completed the OSHA 10-hour construction safety and health course. The City of Glen Cove will require proof of course completion for all laborers, workers, and mechanics employed by the contractors working on City of Glen Cove Projects which meet this requirement.

In accordance with Article 8, Section 220-D of the New York State Labor Laws, the attached "Prevailing Wage

Schedule for Article 8 Public Work Project” will apply.

2. Discrimination Prohibited - The Contractor agrees:

a. That in the hiring of employees for the performance of the work under this contract or any subcontract hereunder, no Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race or color discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates, nor discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color; and that here may be deducted from the amount payable to the Contractor by the City under this contract a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of Article 8, Section 220-E of the New York State Labor Law.

b. That this contract may be cancelled or terminated by the City and all monies due or to grow due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of Article 8, Section 220-E of the New York State Labor Law.

3. Each and every provision of any law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein.

ARTICLE 28. PRICES. The City shall pay as set forth in this contract and the Contractor shall receive the price stipulated as full compensation for everything furnished and done by him under this contract, and for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the work and for all expense incurred by or in consequence of the discontinuance of the work herein specified, and for well and faithfully completing the work and the whole thereof as herein specified, and for making repairs to and maintaining the work in good condition until the final acceptance of the work, and in conformance with the provisions of this contract.

ARTICLE 29. PAYMENTS. Subject to modifications and instructions contained in the specifications, the following procedure as to payments will be followed: On or about the first of each month the Engineer shall make an estimate of the amount and the value of the work done. Whenever the monthly estimate of the Engineer shows that the value of the work completed during the previous month exceeds one thousand dollars (\$1,000.00) in amount, he shall issue a certificate for such work. The Director of Public Works shall thereupon cause the amount therein to be paid to the Contractor.

Payments to the Contractor will be made in accordance with the terms of City requirements. All invoices must be accompanied by City claim vouchers and other appropriate supporting documentation as requested by the City. Final payment shall be made in accordance with the provisions of Article 30 of this contract.

Before any payments shall be made under this contract, the Contractor and all subcontractors performing any part of the work called for by this contract must file in the office of the Director of Public Works or his designee(s) verified statements provided for in Section 220-a of the Labor Law, as amended, certifying to the amounts then due and owing from the Contractor and subcontractor filing such statements to any and all laborers for daily or weekly wages on account of labor performed upon the work under this contract, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively.

The Contractor must set forth in his statements the names of all his subcontractors and each subcontractor must likewise in his statement set forth the names of his subcontractors. If the Contractor or subcontractor has no subcontractor, he shall so state in his statement. If there be nothing due and owing, to any laborer for daily or weekly wages on account of labor performed upon the work under this contract, verified statements to that

effect must be filed by the Contractor and all subcontractors before any payments be made under this contract.

The City's standard payment term is thirty (30) to sixty (60) days upon approval by the Director of Public Works of the invoice and originally signed voucher covering work performed.

ARTICLE 30. FINAL PAYMENT. Within fifteen (15) days after completion of the work and compliance with all the terms of this contract, and submission of satisfactory evidence of having repaired any and all damage to public or privately owned properties resulting from but not a part of the work under this contract, the Director of Public Works and his Engineer shall cause a final inspection to be made for approval for all work included in this contract and shall issue a final certificate of payment to the Contractor for the work done under the contract. The City shall, not later than thirty (30) days after the acceptance of this work, pay the Contractor the entire sum so found to be due thereunder after deductions of all previous payments and all percentages and amounts to be kept and retained under provisions of the contract. All prior estimates and payments shall be subject to correction in the final estimate and payment. The Contractor shall be responsible for the submittal of as-built plans and other project close-out documentation as required by the NYSDOT and in the Equitable Business Opportunities (EBO) system as specified by the NYSDOT, Sponsor (City) and Project Resident Engineer.

ARTICLE 31. SUBLET OR ASSIGN. The Contractor agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title and interest therein or his power to execute such contract, to any other person, firm or corporation without the previous consent in writing of the City.

ARTICLE 32. SUBCONTRACTORS.

1. All subcontractors performing work on this Project shall be bound by the same required contract provisions as the Contractor. All agreements between the Contractor and subcontractors shall be subject to review by the City.

2. In accordance with the Instructions to Bidders (Appendix E), within five (5) days after receipt from the City of Glen Cove Director of Public Works or his designee(s) of notice to begin work, the Contractor will furnish to the Director of Public Works or his designee(s) written notice of the names of all subcontractor(s) to be employed on the job and the general items of the work to be done by them and shall also, to the extent indicated in the notice to begin work, furnish written notice of the names of suppliers of materials to be used on the job. The Director of Public Works or his designee(s) may disapprove for good cause any subcontractor or material supplier selected by the Contractor and shall give written notice of its disapproval, within five (5) days after receiving the names of the subcontractor of material supplier, to the Contractor who shall thereupon promptly notify the Director of Public Works or his designee(s) of the name of the subcontractor(s) or material supplier(s) selected in replacement which shall again be subject to approval by the Director of Public Works or his designee(s).

3. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Agreement provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the City has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

4. Subcontractor(s) shall be approved by the Sponsor (City of Glen Cove) and included in a list in the Construction Management Plan (CMP), along with their respective contract item(s) of work. All

Subcontractor must submit the AAP – 33LL (Monthly Employment Utilization Forms) to the Prime Contractor for submittal to NYSDOT when submitting payment requisition forms. **These forms must be printed directly from EBO system.** The Contractor shall submit at the Pre-construction meeting a copy of the CONR 89LL forms for each of the approved subcontractors, indicating the particular items of work, and these sheets will be included as part of the project records.

5. The Contractor is responsible for ensuring the successful submission of the final Disadvantaged Business Enterprise (DBE) Plan (AAP-19LL); final Contractor Report of Contract Payments (AAP-21LL) and final Employment Utilization Report (AAP-33LL) for all approved subcontractors.

ARTICLE 33. NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

1. Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the City and Contractor will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; rates of pay or other forms of compensation; and the Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause. In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

2. The Contractor shall comply with the City's non-discrimination and affirmative action policy for the project as set forth in Appendix G.

ARTICLE 34. NO ESTOPPEL. The City shall not, nor shall any department or officer thereof be precluded or estopped by any acceptance, return, certificate or payment made or given by the Director of Public Works or his Engineer or other officer, agent or employee of the City, under any provision of this agreement, from at any time (either before or after the final completion and acceptance of the work and payment therefore pursuant to any such acceptance, return, certificate or payment) showing the true and correct amount, quality and character of the work done and materials furnished by the Contractor or any other person under this agreement, or from showing at any time that any such acceptance, return, certificate or payment is untrue and incorrect, or improperly made in any particular, or that the work and materials or any part thereof do not in fact conform to the specifications, and the City shall not be precluded or estopped, notwithstanding any such acceptance, return, certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the specifications.

ARTICLE 35. NO WAIVER OF RIGHTS. Neither the inspection by the representatives or agents of the City nor by the Engineer, nor by any of their employees, nor any order, measurements or certificate of the Engineer nor any order of the Director of Public Works or his designee(s) for payment of money, nor any money, nor any payments for or acceptance of the whole or any part of the work by the Engineer nor any extension of time, nor any possession by the City, or its employees, shall operate as a waiver of any provision of this contract, nor any power herein provided, nor shall any waiver of any breach of this contract be held as a waiver of any other subsequent breach. Any remedy provided in this contract shall be taken and

construed as cumulative, i.e., in addition to each and every other former suit, action or legal proceeding. The City shall also be entitled as of right to an injunction against any breach of the provisions of this contract.

ARTICLE 36. CLAIMS AND LIABILITY. No person other than the signer of this contract, as Contractor, has any interest hereunder, and no claims shall be made or be valid and neither the City, nor any agent thereof shall be liable, or be held to pay any money, except as hereinbefore provided. The acceptance by the Contractor of the last payment shall operate as and shall be a release to the City, and every officer and agent thereof, from any claims and liability to the Contractor for anything done or furnished, or any act or neglect of the Contractor or of any person relating to or affecting the work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the performance bond.

ARTICLE 37. SUPERVISION. The Contractor shall give his personal supervision to the faithful prosecution of the work and in case of his absence he shall have a competent English-speaking representative or foreman on the ground who shall follow without delay all instructions of the Director of Public Works and his Engineer or his assistants in the prosecution and completion of the work and every part thereof, and be in full authority to supply men, material and labor immediately.

ARTICLE 38. (Vacant)

ARTICLE 39. PAYROLL RECORDS. In accordance with paragraph 'a' of subdivision 3-a of Section 220 of the New York State Labor Law, the Contractor shall submit, and shall cause each sub-contractor through which the Contractor performs any of its obligations hereunder to submit, to the City, a transcript of each original payroll issued by the Contractor or the sub-contractor, as applicable, with respect to work performed hereunder. Each such transcript must be received by the City within thirty (30) days after the relevant payroll is issued and shall be subscribed by a duly authorized officer of the Contractor or sub-contractor, as applicable, in the following manner:

The undersigned, a duly authorized officer of Macedo Contracting Services, Inc., does hereby certify as true this transcript of the corporation's original payroll record dated _____, for the pay period beginning _____ and ending _____, and relating to all work or materials furnished during such period in connection with the City of Glen Cove CONTRACT NO. 2020-015, and hereby affirms said transcript as true, under penalties of perjury, pursuant to Labor Law §220 (3-a)(a) and Penal Law §210.45.

ARTICLE 40. CONTROLLING LAW. This contract is to be governed by the laws of the State of New York.

ARTICLE 41. CODE OF ETHICS. The Contractor specifically agrees that this contract may be canceled or terminated if any work under this contract is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State, or Municipal officers and employees.

ARTICLE 42. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 43. NOTICE. Any written notice required or authorized under this contract shall be personally delivered, sent by United States mail, or transmitted by facsimile or electronic mail transmission to the

authorized representatives designated under this contract. Personal delivery of written notice may include leaving the said notice with the Contractor's agent in charge of the work, or with any employee found on the work, at the Project location. The party providing notice must be able to document delivery to the other party. The contact information of the authorized representatives for written notices shall be inserted below:

To: Macedo Contracting Services, Inc.

Address: PO Box 64, Ronkonkoma, NY 11779

Attention: Manuel Macedo

Telephone: 631-698-1120

Fax: 631-698-3032

Email: info@macedoinc.com

To: City of Glen Cove

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

Attention: Louis Saulino, P.E. Director of Public Works

Telephone: (516) 676-4402

Fax: (516) 676-0108

Email: lsaulino@glencoveny.gov

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

ARTICLE 44. ORDER OF PRECEDENCE. The Contractor shall follow the order of precedence below regarding guidelines pursuant to this contract:

1. NYSDOT guidelines, including but not limited to the FHWA and NYSDOT PIN 0761.38. If there are any discrepancies between the requirements of this contract and those of the said FHWA and NYSDOT PIN 0761.38, the FHWA and NYSDOT PIN 0761.38 will take precedence.
2. City of Glen Cove guidelines.

3. Any and all questions on conflicting guidance shall be directed to the attention of the Glen Cove Department of Public Works Director in writing by the Contractor.

ARTICLE 45. MISCELLANEOUS.

1. This contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the City beyond the monies legally available for the purposes hereof.

2. No contractual relationship shall be deemed to exist between the Contractor and the FHWA and NYSDOT PIN 0761.38 as a result of this contract.

3. The paragraph headings in this contract are included solely for reference, and shall not define, limit, or affect the construction or interpretation of this contract.

4. All attachments to this contract (Appendices A-G) are made a part hereof.

ARTICLE 46. Upon the faithful performance of the work herein embraced as set forth in the contract, and its acceptance by the Director of Public Works or his designee(s), the City hereby agrees to pay and the Contractor agrees to receive the prices stipulated in the proposal as full compensation for work done under the contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

FOR THE CONTRACTOR

FOR THE CITY OF GLEN COVE

BY: _____

BY: _____

DATE: _____

DATE: _____

ATTEST: _____

ATTEST: _____

**Acknowledgement of Officer of CITY OF GLEN COVE
Executing Contract**

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this (_____) day of (_____) before me personally came and appeared Timothy Tenke, to me known, who being by me duly sworn, did depose and say that he resides at 9 Glen Street, Glen Cove, New York 11542, that he is the Mayor of the City of Glen Cove, the municipal corporation described in and which executed the foregoing instrument, that he knows the seal of the City of Glen Cove, the seal affixed to said instrument is such municipal seal, that it was so affixed by order of the City Council of the City of Glen Cove, that he signed his name thereto by like order, and that said order empowered him to bind the City of Glen Cove to the obligations of the foregoing agreement.

Notary Public

Notary Seal

Appendix A: Project Specifications

PROJECT SPECIFICATIONS***NOTE: OR GENERAL SPECS. NAME ON PROJECT-SPECIFIC BASIS****DEFINITION OF TERMS**

Whenever the following words and expressions are used in these specifications, it is understood that they have the meaning defined below.

County - The word "County" or pronouns used in place thereof shall mean the County of Nassau.

City - The word "City" or pronoun used in place thereof shall mean the City of Glen Cove and shall be deemed to include the officer or officers of the City participating herein.

Director of Public Works - The words "Director of Public Works" or pronoun used in place thereof shall mean the Director of Public Works of the City of Glen Cove.

Contractor - The word "Contractor" or pronoun used in place thereof shall mean the party of the second part of this agreement, and shall apply thereto regardless of number or gender.

Engineer - The word "Engineer" or pronoun used in place thereof shall mean the Engineer of the City of Glen Cove, acting directly or through authorized agent or agents.

Contract - The agreement covering the performance of the work. It shall include the Notice to Bidders, Instructions to Bidders, Proposal, Plans and Specifications, and Contract Form, and will be held to cover any and all work, labor, implements and materials and other incidentals that could reasonably be required to properly and satisfactorily complete the work indicated. Work shown on the plans and not mentioned in the specifications or vice versa shall be done the same as if shown by both, and in case of conflict the Director of Public Works will determine which shall govern.

Plans - All official drawings or reproductions of drawings, pertaining to the work or to any structure connected therewith endorsed by the Engineer for the City of Glen Cove and the Director of Public Works.

Specifications - The body of directions, requirements, descriptions, etc., contained in this document, together with all documents of any description, and agreements made (or to be made), pertaining to the methods or manner of performing the work and/or the quantities and quality of materials to be furnished and accepted under this contract.

Materials - Any approved material acceptable to the Director of Public Works or his designee(s) and conforming to the requirements of these specifications. All processes and materials shall at all times be open to inspection by authorized representatives of the City.

Work - Labor and materials necessary for proper completion of the contract.

City Road or Highway - The entire strip of land which is open to or reserved for use of the traveling public being bounded by the right-of-way or property lines.

Roadway - That portion of a highway included between the curb, curb lines, gutters or side ditches or as may be determined by the Director of Public Works in designating the limits of an improvement intended to carry vehicular traffic.

Ton - Short ton of 2,000 pounds.

A.S.T.M. - American Society of Testing Materials.

STANDARDS OF WORK

The work to be done under these specifications is as shown on the accompanying plans and details and/or as hereinafter specified. All references to the specifications shall be the most recent NYSDOT Standard Specifications.

The work under this contract shall be done to the satisfaction of the Director of Public Works or his designee(s), and in full compliance with the plans and specifications therefore, and any amendments or additions thereto. Before final acceptance by the Director of Public Works or his designee(s), all disputes as to such compliance must be adjusted, and the determination or decision of the Director of Public Works or his designee(s) with respect to such disputes shall be final.

The Contractor shall be held liable for the restoration to its former condition any sidewalk or curbs as well as the restoration of any trees, shrubs, lawns or other property that may be damaged during the construction of this contract.

The extent of this improvement will be governed entirely by the prices bid and the amount of the appropriation.

STANDARDS OF WORKMANSHIP

All work performed and materials supplied under this contract shall equal or exceed the requirements of this specification.

The apparent silence of the specifications as to any detail or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished shall be regarded as meaning that only the best general practice observed in the latest commercial flooring installation work is to prevail and that only material and workmanship of first quality is to be used in this connection, and all interpretations of these specifications shall be made upon this basis.

Any material which is rejected because of failure to meet the required quality or that has been damaged so as to cause rejection shall immediately be removed from the site of the work.

All work shall be neatly cleaned up on completion according to the directions of the Director of Public Works or his designee(s), and be left in a neat and orderly condition. All work shall be in a first-class and satisfactory condition at the acceptance of the contract

PERMITS

All permits required for performing satisfactory work will be obtained by the Engineer. A copy of the permit which must be kept on the job at all times will be supplied to the Contractor.

PROTECTION OF WORK AND PROPERTY

Wherever, in the conduct of the work, a monument marking a point of a public or private survey is encountered or brought to view by excavation, the fact shall at once be communicated to the Engineer. In no case shall the Contractor remove the same until the location for resetting shall

have been made by the Engineer. All monuments or land markings exposed to view when the work is first undertaken shall be carefully preserved and the greatest care exercised to prevent injury to or disturbance of position of the same.

The unit price of all items shall include the cost of restoring to its former condition any sidewalks or curbs. No additional payment will be made.

The Contractor is required at his own expense to obtain any and all permits for use of private property if he uses such property for storage, transportation or accomplishment of the work under this contract. Private property shall be cleaned up neatly, any damage repaired and premises restored to their original condition.

PROTECTION OF UTILITIES

The Contractor shall familiarize himself with the existence of structures of municipal and other public service corporations on the site of the work and give reasonable opportunity to and cooperation with the owners of these utilities in the work of reconstructing or altering them. Such reconstruction and alteration shall be so conducted as to delay or interfere as little as practicable with the work of the Contractor. Any additional cost of various items of work because of these utilities shall be included in the price bid for these items.

The Engineer shall direct the public utility corporation to shift or remove those utility structures that may be necessary to permit the Contractor to carry out the work in accordance with the plans. The Contractor shall not remove or cause to be removed any structure or part of a structure owned by a public utility corporation without the approval of the Engineer.

The Contractor shall cooperate with the public utility corporation whose structures (aerial, surface or subsurface) are within the limits of or along the outside of the right-of-way, to make it possible for them to maintain uninterrupted service. The Contractor shall conduct his operations in such a way as to delay or interfere as little as practicable with the work of the utility corporation.

Any existing underground utilities, and any utility structures including individual house services, in the bed of any proposed sewers or interfering with any proposed underground structure, shall, unless otherwise specified, be readjusted by the supplying utility corporation. The City shall, whenever possible, adjust their alignment of storm drains and/or structures in order to expedite the contract and to prevent unnecessary hardship and/or expense to any utility corporation. The Contractor shall notify and give sufficient notice to these corporations of the starting date of a contract in order that necessary clearances and/or removals can be made.

The Contractor shall give the particular utility corporations involved reasonable notice in advance of operations which will affect their structure and in no case shall be less than forty-eight (48) hours notice to the nearest office of the utility corporations involved. This is to be considered reasonable notice for such operations as blasting and excavating in the vicinity of their structures.

START OF PROGRESS OF THE WORK AND WORK SCHEDULE

The Contractor, or his authorized representative, and the Director of Public Works or his designee(s), shall meet for the purpose of establishing a point of beginning of the work and to formulate a schedule of progressive operations. Such schedule shall be submitted by the Contractor to the Director of Public Works or his designee(s) for review and approval, and in accordance with Article 6 of the Contract Form, no deviation therefrom shall be made without his consent. After the Sponsor lets the contract, a contract award is compiled as per Chapter 14 of the Procedure for

Locally Administered Projects (PLAFAP) Manual or the Local Project Manual (LPM) and submitted to NYSDOT Construction for review and their concurrence. **The Sponsor will receive from NYSDOT Construction a 'notice of Proceed' letter, in the form of an email, and the project is officially awarded.**

HOURS OF OPERATIONS

Work at the Project Location shall be performed on weekdays within the hours of 7:00 a.m., and 4:30 p.m. The Contractor shall request and receive approval from the Director of Public Works or his designee(s) to perform work outside the stated hours of operation.

CONTRACTOR TO GIVE PERSONAL ATTENTION

The Contractor shall give his constant personal attention to the work while it is in progress, or he shall place it in charge of a competent and reliable English speaking superintendent acceptable to the Director of Public Works or his designee(s), who shall have the authority to act for the Contractor. The Contractor shall, at all times, employ labor and equipment which, in the opinion of the Director of Public Works or his designee(s), shall be sufficient to prosecute the several classes of work to full completion in the manner and time specified.

ORDERS TO FOREMAN

Whenever the Contractor or Superintendent is not present on any part of the work where it may be desired to give directions, orders will be given by the Director of Public Works or his designee(s) and shall be received and obeyed by the foreman who may have charge of the particular work in reference to which the orders are given. All foremen shall be English speaking.

NO INTERFERENCE WITH TRAFFIC

The Contractor shall conduct his work so as to interfere with local traffic, both vehicular and pedestrian, as little as possible. Traffic originating on or having business along the section of the parking garage under contract shall be provided with a passable and adequate passage. Fire hydrants must be kept reasonably accessible.

The work shall be progressed in such a manner that access to private or business driveways adjacent to the improvement will be interfered with as little as possible. Where feasible, bridging over the trenches of completed work or other acceptable methods shall be used for this purpose. The Contractor shall furnish adequate warning signs, flags, lights, paths, railings, barricades, watchman and signal men where necessary. The Contractor is cautioned to familiarize himself with these conditions as no direct payment shall be made for this work unless specifically itemized in the contract.

INSPECTION, REMOVAL AND REPLACEMENT OF UNSATISFACTORY WORK

Wherever and whenever the City, by its Director of Public Works or his designee(s), shall consider it necessary to remove any portion, part or parts of the work executed under contract for inspection or other purposes, no payment shall be made for such removal or for replacement of the work to satisfactory condition in case such inspection shows the work was not executed in accordance with the terms of the contract; nor shall payment be made for the removal or replacement of any work adjacent to or surrounded by work that has been condemned, which may in itself be of satisfactory nature, but the removal of which is made necessary for the replacement of the work that has been condemned.

UNSATISFACTORY WORK

The City reserves the right to accept work which is not within reasonably close conformance with the plans and specifications, providing a credit is given to the City by the Contractor to fully compensate the City for anticipated future damages which may result from acceptance of such substandard work. The amount of damages shall be determined by the Director of Public Works or his designee(s) of the City, and his decision shall be final. This deduction shall be made in accordance with Article 30 (*NOTE- FINAL PAYMENT ARTICLE) of the contract agreement. The Contractor may elect not to give the City the credit as determined by the Director of Public Works or his designee(s) of the City, in which case the substandard work shall be completely removed by the Contractor and replaced as required per these specifications under the paragraph entitled "Inspection, Removal and Replacement of Unsatisfactory Work".

PAYMENT FOR REMOVAL AND REPLACEMENT OF SATISFACTORY WORK

Where inspection shows that the work necessary to be removed was executed in accordance with the terms of the contract, payment for removal shall be made at contract price for the removal of the specified items; if not so itemized under the contract, then the provisions of Article 10 (*NOTE- CHANGE ORDERS ARTICLE) of the contract shall apply. Replacement in such cases when ordered shall also be paid for at contract prices, except where salvage of some of the materials may warrant its reincorporation in the work, in which case a reduction in the itemized contract price for the quantity involved shall be agreed upon.

REJECTED MATERIAL

Any material which is rejected because of failure to meet the required tests or that has been damaged so as to cause rejection shall immediately be removed from the site of the work.

CLEANING UP

All work shall be neatly cleaned up on completion according to the Director of Public Works or his designee(s)' directions, and be left in a neat and orderly condition. All work shall be in a first class and satisfactory condition at the time of the acceptance of the completion of the work.

DATE OF COMPLETION

All work under this contract is to be completed within the time indicated in the Contract Form or as extended by the City.

EMERGENCY TELEPHONE NUMBERS

In order to facilitate the contacting of the Contractor's personnel in the event of emergency calls during other than normal working hours, the Contractor shall submit to the City the names and phone numbers of three (3) persons having authority to act for the Contractor. This submission shall be made prior to the commencement of any work under this contract.

When the Contractor or any of the three (3) persons designated to act for him has been notified that an emergency condition exists, appropriate action shall immediately be taken by the Contractor to rectify said emergency condition. Failure of the Contractor to commence the work of rectifying said emergency condition within three (3) hours after being notified releases the City to correct said emergency condition and charge the Contractor for whatever costs the City incurs.

HOLD HARMLESS AGREEMENT- CONTRACTOR / CITY OF GLEN COVE / GLEN COVE COMMUNITY DEVELOPMENT AGENCY

The Contractor shall indemnify and hold harmless the City of Glen Cove and Glen Cove Community Development Agency, its employees, the Engineer, their agents and servants against any claim of liability or loss including the cost of defense for personal injury or property damage resulting from or arising directly or indirectly out of this contract including losses arising out of the negligent acts or omissions of the Contractor, its servants or agents, and any subcontractors, its servants or agents, excepting, however, such claims or damages or cost of defense as may be due to or caused by the acts of the Municipality, its employees or agents.

SCOPE OF WORK

The Scope of Work to be performed under this Contract for the Pedestrian Improvements for Glen Cove Business Improvement District shall be as follows, inclusive of all bid items specified herein, unless otherwise directed by the Director of Public Works or his designee(s).

Pedestrian Improvement Project to construct, within the Downtown Business District, handicapped accessible improvements of curb ramps and crosswalks.

The project is comprised of ADA compliant curb ramps, and crosswalk improvements, all located on Bridge St., Glen St. and School St. within the Downtown Business District.

Please note that this City of Glen Cove construction contract is funded with Federal Highway Administration (FHWA) funds. Henceforth, in the case of a potential conflict with respect to binding clauses/procedures that maybe contained within, federal rules/procedures are supreme and will override any conflicting City of Glen Cove clause/procedures. In addition, this project will be constructed with current New York State Department of Transportation (NYSDOT) Standard Specifications (with current errata). In the case of a potential conflict with City of Glen Cove bidding requirements contained within, the NYSDOT specifications will apply.

Item List

ITEM	QUANTITY	ITEM FROM ESTIMATE	UNIT
203.02	110	CY, UNCLASSIFIED EXCAVATION AND DISPOSAL	CY
203.07	12	CY, SELECT GRANULAR FILL	CY
206.0201	58	CY, TRENCH AND CULVERT EXCAVATION	CY
207.21	265	SY, GEOTEXTILE FABRIC	SY
304.10119917	16	CY, SUBBASE COURSE - TYPE 1011-2	CY
402.096103	12	TON, 9.5 F1 TOP COURSE HMA, 60 SERIES COMPACTION	Ton
402.198903	26	TON, 19 F9 BINDER COURSE HMA, 80 SERIES COMPACTION	Ton
407.0102	8	GAL, DILUTED TACK COAT	Gal
490.30	620	SY, MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE	SY
520.05000010	300	LF, SAWCUTTING PCC AND COMPOSITE PAVEMENT	LF
520.09000010	400	LF, SAW CUTTING ASPHALT CONCRETE	LF
601.04010024	370	SY, AGGREGATE REINFORCED THERMOPLASTIC PAVEMENT SURFACE TREATMENT	SY
603.6103	8	LF, REINFORCED CONCRETE PIPE, 18" DIAMETER	LF
604.501001	6	VLF, SPECIAL DRAINAGE STRUCTURE	VLF
608.0101	15	CY, CONCRETE SIDEWALKS AND DRIVEWAYS	CY
608.01050309	3	EA, CURB RAMP CONFIGURATION TYPE 3	EA

608.01050809	1	EA, CURB RAMP CONFIGURATION TYPE 8	EA
608.01050909	3	EA, CURB RAMP CONFIGURATION TYPE 9	EA
608.01051109	11	EA, CURB RAMP CONFIGURATION TYPE 11	EA
608.03	260	SY, BRICK-PAVED SIDEWALKS AND DRIVEWAYS (SAND SETTING BED)	SY
608.20	7	SY, SURFACE-APPLIED DETECTED WARNING UNITS	SY
608.21	3	SY, EMBEDDED DETECTABLE WARNING UNITS	SY
609.0401	285	LF, CAST-IN-PLACE CONCRETE CURB TYPE VF150	LF
610.1402	4	CY, TOPSOIL - ROADSIDE	CY
611.0452	10	EA, PLANTING DECIDUOUS SHRUBS - 3 FOOT HEIGHT/SPREAD CONTAINER OR BOX GROWN	EA
619.01	1	LS, BASIC WORK ZONE TRAFFIC CONTROL (5%)	LS
619.080101	2090	LF, REMOVE PAVEMENT MARKING STRIPES	LF
635.0103	4120	LF, CLEANING & PREPARATION OF PAVEMENT SURFACE - LINES	LF
625.01	1	LS, SURVEY OPERATIONS (3%)	LS
645.81	3	EA, TYPE A SIGN POSTS	EA
647.31	3	EA, RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I	EA
647.61	3	EA, REMOVE AND DISPOSE SIGNS, GROUND MOUNTED TYPE A SIGN SUPPORTS AND FOUNDATIONS - SIZE 1 (< OR EQUAL TO 30 SF)	EA
655.05010010	3	EA, RESETTING EXISTING SANITARY SEWER MANHOLE CASTINGS	EA

656.01	560	LB, MISCELLANEOUS METALS	LB
662.62000010	5	EA, RESETTING CASTINGS ON EXISTING UTILITY MANHOLES	EA
663.33	6	EA, ADJUSTING EXISTING VALVE BOX ELEVATION	EA
670.0104	3	EA, FOUNDATION FOR LIGHT STANDARDS	EA
670.14480010	3	EA, RESETTING ELECTRIC PULLBOX COVERS AND FRAMES	EA
670.90	3	EA, RELOCATE LAMPPOST ASSEMBLY	EA
680.51111010	3	EA, SLIP RESISTANT SURFACE FOR CAST IRON PULLBOX COVERS	EA
680.82250108	5	EA, RELOCATE PEDESTRIAN PUSHBUTTONS AND SIGNS	EA
680.82250608	2	EA, REMOVE AND DISPOSE PEDESTRIAN POLE AND FOUNDATION	EA
680.82260007	1	EA, PEDESTRIAN PUSH BUTTON AND SIGN - WITH POST	EA
687.0101	4120	LF, WHITE THERMOPLASTIC REFLECTORIZED PAVEMENT STRIPES	LF
699.040001	1	LS, MOBILIZATION (4%)	LS

Glen Cove Business Improvements District

***Pedestrian Improvements for Glen Cove
Business Improvement District***

*Located in the City of Glen Cove, N.Y.
(PIN – 0761.38)*

SPECIAL SPECIFICATIONS

Latest version of NYSDOT Standard Specification shall apply as modified
by these special specifications

April 2020
Prepared by: L.K. McLean Associates

ITEM 304.10119917 - SUBBASE COURSE, TYPE 1011-2

All of the requirements of Section 304 *Subbase Course* shall apply except as herein modified:

MATERIALS

Material shall conform to the requirements of §733-04 *Subbase Course* with the addition of the following requirement:

Natural Material. Natural material obtained from sources located in Richmond, Kings, Queens, Nassau and Suffolk Counties shall conform to the following gradation:

Sieve Size Designation	Percentage Passing by Weight
2 in.	100
1 in.	80-100
¼ in.	50-85
No. 10	30-70
No. 40	15-40
No. 200	6-12

Natural material obtained from sources other than those listed above shall conform to the gradation requirements of Table 733-04A *Subbase Gradation* in §733-04B. *Gradation*.

BASIS OF PAYMENT

Payment will be made under:

Item No.	Item	Pay Unit
304.10119917	Subbase Course, Type 1011-2	Cubic Yard

ITEM 520.05000010 - SAW CUTTING PORTLAND CEMENT CONCRETE AND COMPOSITE PAVEMENTS

DESCRIPTION. This work shall consist of saw cutting existing reinforced or unreinforced portland cement concrete, including portland cement concrete pavement and sidewalk, and composite pavement (asphalt concrete on reinforced or unreinforced portland cement concrete), at the locations indicated on the plans or where directed by the Engineer.

MATERIALS. All equipment proposed for this work shall be subject to approval by the Engineer prior to actual use. Rotary rock saws shall not be used for cuts under this item.

CONSTRUCTION DETAILS. Saw cutting shall be along a neat line as indicated on the plans or where directed by the Engineer. The cuts shall be neat and true with no shatter. Saw cuts shall be made to the depth (s) indicated on the plans and as stated below.

When removing composite pavement the Contractor shall saw cut the existing pavement for the full depth of the concrete pavement. The total saw cut depth will be more, depending on the thickness of the asphalt. At the Contractor's option, the asphalt concrete may first be saw cut and removed before making a second cut through the portland cement concrete.

Any damage to material not indicated for removal, caused by the Contractor's operations, shall be repaired by the Contractor. All repair shall be done in a manner satisfactory to the Engineer.

METHOD OF MEASUREMENT. This work will be measured by the number of linear feet of saw cutting done. No allowance will be made for saw cuts of different depths.

Saw cutting which is done for the Contractor's convenience will not be measured for payment under this item.

BASIS OF PAYMENT. The unit price bid per linear foot of saw cutting shall include the cost of all labor, materials, and equipment necessary to complete the work.

Only one payment will be made for saw cutting when removing composite pavement regardless of the method chosen. The cost of saw cutting the asphalt concrete in the composite pavement is included in this item. No payment will be made for this saw cutting under the item for saw cutting asphalt concrete.

Any repairs made necessary by the Contractor's operations shall be done to the satisfaction of the Engineer at no additional cost to the State

ITEM 520.09000010 - SAW CUTTING ASPHALT CONCRETE

DESCRIPTION. This work shall consist of saw cutting existing asphalt concrete pavement or sidewalk at the locations indicated on the plans or where directed by the Engineer.

MATERIALS. All equipment proposed for this work shall be approved by the Engineer prior to actual use.

CONSTRUCTION DETAILS. Saw cutting shall be along a neat line as indicated on the plans or where directed by the Engineer. Saw cuts shall be made to the depth(s) indicated on the plans.

Any damage to material not indicated for removal, caused by the Contractor's operations shall be repaired by the Contractor. All repair shall be done in a manner satisfactory to the Engineer.

METHOD OF MEASUREMENT. This work will be measured by the number of linear feet of saw cutting done. No allowances will be made for saw cuts of different depths.

No saw cutting will be measured for payment under this item which the Contractor may choose to do for his own convenience.

BASIS OF PAYMENT. The unit price bid per linear foot of saw cutting shall include the cost of all labor, materials, and equipment necessary to complete the work.

Any repairs made necessary by the Contractor's operations shall be done to the satisfaction of the Engineer at no additional cost to the State.

ITEM 601.04010024 – AGGREGATE REINFORCED THERMOPLASTIC PAVEMENT SURFACE TREATMENT

DESCRIPTION

Install an aggregate reinforced thermoplastic pavement treatment at locations noted in the plans and in the colors and textures specified in the Contract Documents.

MATERIALS

Aggregate Reinforced Thermoplastic.

- 2 year shelf life from date of manufacture.
- Standard thickness of 150 mils ± 10 mils (minimum).
- Be a mixture of homogeneously mixed non-hazardous polymer resins, pigments, fillers, and at least 12% coarse aggregate particles sized 6-14 mesh.
- Resist deterioration when exposed to sunlight, gasoline, oil, salt, water or adverse weather conditions.
- Provide a firm bond to the asphalt concrete surfaces.
- Provide a softening point of at least 200° F when tested according to ASTM D 36.
- Be Stored in a cool 70° F ± 5°F dry area indoors
- Packaged in accordance with accepted commercial standards.
- Conform to current Federal, State and Local air pollution regulations, including those for the control (emission) of volatile organic compounds (VOC) as established by the U.S. EPA and the NYSDEC.

Templates shall be as recommended by the Manufacturer. Template imprint pattern will be detailed in the Contract Documents.

Fine aggregate shall be as recommended by the pavement treatment manufacturer. Submit aggregate samples to the Materials Bureau for approval 45 days prior to use.

Quality of Asphalt Pavement. Deficiencies in pre-existing asphalt pavement such as ruts, raveling, cracks, or the like shall be corrected to the satisfaction of the Engineer, prior to installing the surface treatment. Surface shall be clean and free of contaminants to the satisfaction of the Engineer, prior to installation.

CONSTRUCTION DETAILS

General. Imprinting patterns shall be as specified in the Contract Documents. Surface preparation and installation shall be performed by a manufacturer accredited applicator or with a manufacturer's representative on site during the entire process for technical assistance.

The Contractor shall submit to the Engineer for approval, all product data on the proposed system, samples of the system displaying the specified colors, and the information on the equipment used in the installation process.

Do not apply surface treatment on a wet surface, when the ambient and/or surface temperature is below 45[°]F, or when anticipated weather conditions would prevent the proper construction of the surface treatment as determined by the manufacturer. Clean existing surfaces by use of mechanical sweepers, high pressure air or other methods approved by the Engineer prior to use. Blastcleaning, shotblasting or use of mechanical abrading equipment may be required to clean highly contaminated surfaces. Receiving surfaces shall be clean, dry and free of all dust, oil, debris and any other material that might interfere with

ITEM 601.0400024 – AGGREGATE REINFORCED THERMOPLASTIC PAVEMENT
SURFACE TREATMENT

the bond between the thermoplastic material and existing surfaces. Surfaces may need to be washed with a mild detergent, rinsed and dried using a hot compressed air lance.

Remove any existing pavement markings within the area to be covered, or immediately adjacent as deemed necessary by the Engineer. Adequate cleaning of all surfaces will be determined by the Engineer and/or the manufacturer's representative.

Cover and protect all utilities and existing pavement markings, not removed, adjacent to the project, prior to placement.

Prior to treatment, clean and fill all cracks in the placement area larger than 1/4 inch with a manufacturer's approved sealant.

Surface Treatment Installation. Prepare surface and place the surface treatment in accordance with manufacturer's recommended methods. Application area shall be thoroughly cleaned and dried before installing the aggregate reinforced thermoplastic system.

Apply any sealant, adhesive or primer as recommended by the manufacturer to the pavement surface.

Imprinting. When imprinting the surface under the thermoplastic pavement treatment, the following shall apply:

- Layout and imprint the pattern into the surface of the asphalt as per the drawings and/or specifications.
- Clean equipment used for the inlaid operation in accordance with subsection 402-3.12 *Paver and Equipment Cleaning*.
- Apply heat to pre-existing asphalt surface using equipment meeting the requirements of this specification. Direct flame heaters are not allowed to be used for this purpose, except in transition areas and for spot treatment. Do not allow heating operations to cause the pavement temperature to exceed 325°F.
- **For material 165 mil or thicker:**
 - Once the asphalt pavement has reached imprinting temperature, place the templates in position and press into the surface using vibratory plate compactors. Imprint to a depth as required by the manufacturer.
 - Place the Aggregate Reinforced Thermoplastic sheets over top of the imprinted asphalt pavement and in-line with the pattern. The sheets are to be butted together without overlap and cover the entire area designated to receive the aggregate reinforced thermoplastic system. To the maximum extent possible, seams are to be located at the points of imprint (grout lines).
 - Apply heat to the thermoplastic to gradually raise the temperature so that the thermoplastic is melted all the way through and begins to flow into the grout lines and fuse with both the surface of the asphalt pavement and edges of the neighboring thermoplastic sheet.
 - As the Aggregate Reinforced Thermoplastic starts to flow and adhesion to the pavement surface is attained, fine aggregate shall be spread uniformly onto the top of the thermoplastic at an approximate rate of one 50 pound bag per 200 square feet of Aggregate Reinforced Thermoplastic surface.
 - Using the vibratory plate compactor, the thermoplastic shall be post-printed until the pattern is clearly defined.
- **For material 140 mils to 165 mil:**
 - Once the asphalt pavement has reached required temperature, place the Aggregate Reinforced Thermoplastic sheets over top of the asphalt pavement. The sheets are to be butted together without overlap and cover the entire area designated to receive the aggregate reinforced

thermoplastic system. To the maximum extent possible, seams are to be located at the points of imprint (grout lines).

- Apply heat to the thermoplastic to gradually raise the temperature so that the thermoplastic is melted all the way through and begins to fuse with both the surface of the asphalt pavement and edges of the neighboring thermoplastic sheet.
 - As the Aggregate Reinforced Thermoplastic starts to flow and adhesion to the pavement surface is attained, fine aggregate shall be spread uniformly onto the top of the thermoplastic at an approximate rate of one 50 pound bag per 200 square feet of Aggregate Reinforced Thermoplastic surface.
 - As the TrafficPatternsXD is cooling, imprint it with a vibratory plate compactor and a template in the required design to create crisp, clean lines and a clearly defined pattern.
- Allow the treatment to set in accordance with manufacturer recommendations, approximately 3 hours at an ambient temperature of 68°F, remove the excess aggregate by hand or suction sweeping before opening to traffic.

Basis of Approval. All systems shall have completed a successful trial installation of approximately one year at a location approved by the Main Office Materials Bureau. Prior to acceptance, the Manufacturer shall submit to the Department for approval, all product data and MSDS sheets on the proposed system, samples of the system displaying the colors available, and the information on the heating system and any other equipment used in the installation process.

Basis of Acceptance. The aggregate reinforced thermoplastic pavement surface system must meet the requirements of this specification and have Manufacturer's certification that it meets the requirements of this specification. Contact Main Office Materials Bureau for currently approved systems.

METHOD OF MEASUREMENT

This work will be measured by the number of square yards of aggregate reinforced thermoplastic pavement surface treatment satisfactorily installed satisfactorily.

BASIS OF PAYMENT

The unit price bid per square yard shall include the cost of all labor, materials and equipment necessary to complete the work, except that any necessary joint and crack work will be paid for under their appropriate items.

ITEM 608.0105NN09 –CURB RAMP

DESCRIPTION

The work shall consist of constructing Curb Ramps, landings and associated curbing in accordance with the applicable Standard Sheets and Specifications, and in accordance with the Contract Documents.

The fifth and sixth number to the right of the decimal place (NN), in the item number, is a Serialized number to match the different types of Curb Ramp Configurations depicted in the US Customary Standard Sheets 608-01.

The work shall include demolition, saw cutting, excavation, disposal, fill, subbase material, compaction, construction of the new Curb Ramps, landings and associated curbing. Also included are detectable warning units (supplied and installed where required), repairs to affected asphalt (as necessary), topsoil, establishing turf (to disturbed areas), and finish work. All material and labor required to perform these tasks is included. Any required adjustments to utilities shall be performed under the specifications for that work.

MATERIAL

Materials required for this work shall comply with, but are not limited to, the following Sections: 304-2, 608-2, 609-2, and 610-2.

CONSTRUCTION DETAILS

The work shall be in conformance with the US Customary Standard Sheets 608-01. The work performed shall comply with, but is not limited to, the following Sections of the Standard Specifications: 203-3, 204-3, 304-3, 401-3, 402-3, 608-3, 609-3, and 610-3.

Any existing utility facilities not indicated to be removed that are damaged by the contractor's operations performing this work, shall be repaired by the contractor, to the satisfaction of the Engineer, at no additional cost.

METHOD OF MEASUREMENT

Payment will be made at the unit price bid for each type of Curb Ramp, (as shown in the US Customary Standard Sheets 608-01), satisfactorily installed, in accordance with the Contract Documents.

BASIS OF PAYMENT

The inclusive unit price bid shall include the cost of furnishing all labor, material, and equipment necessary to satisfactorily complete the work, to the acceptance of the Engineer. Sidewalk beyond the upper landing, as shown in the US Customary Standard Sheets 608-01, will be paid for separately. Any required Survey, shall be paid for separately under the lump sum price bid for survey operations.

<i><u>Item Number</u></i>	<i><u>Description</u></i>	<i><u>Pay unit</u></i>
608.01050009	Curb Ramp as shown in project details	Each
608.01050109	Curb Ramp Configuration Type 1	Each
608.01050209	Curb Ramp Configuration Type 2	Each
608.01050309	Curb Ramp Configuration Type 3	Each
608.01050409	Curb Ramp Configuration Type 4	Each
608.01050509	Curb Ramp Configuration Type 5	Each
608.01050609	Curb Ramp Configuration Type 6	Each
608.01050709	Curb Ramp Configuration Type 7	Each
608.01050809	Curb Ramp Configuration Type 8	Each
608.01050909	Curb Ramp Configuration Type 9	Each
608.01051009	Curb Ramp Configuration Type 10	Each
608.01051109	Curb Ramp Configuration Type 11	Each
608.01051209	Curb Ramp Configuration Type 12	Each
608.01051309	Curb Ramp Configuration Type 13	Each
608.01051409	Curb Ramp Configuration Type 14	Each

ITEM 655.05010010 - RESETTING EXISTING SANITARY SEWER MANHOLE CASTINGS

DESCRIPTION:

This work shall consist of resetting the frame (bottom ring) on the existing sanitary sewer manholes after replacing the brick masonry collar. This method shall be used for adjusting existing sanitary sewer manholes as indicated on the "Table of Sanitary Sewer Structures", unless otherwise directed and/or approved by the Engineer.

MATERIALS:

Materials shall meet the requirements of the following subsections of Section 700, "Materials Details".

Precast Concrete Paver	704-13
Mortar for Concrete Masonry	705-21

CONSTRUCTION DETAILS:

The existing frames, covers and appurtenances shall be removed, stored if necessary, cleaned and reset to the proposed grade indicated in the plans or as directed by the Engineer.

The Contractor shall remove the existing brick masonry collar in its entirety and construct a new brick masonry collar of the height required.

The Contractor shall thoroughly clean the surface of the top slab of the manhole around the opening to insure proper bond to the satisfaction of the Engineer for the construction of the new brick masonry collar.

Upon completion, each structure shall be cleaned of any accumulation of silt, debris or foreign matter of any kind and shall be kept clean of such accumulation until final acceptance of the work.

METHOD OF MEASUREMENT:

This work will be measured by the number of existing frames, complete with covers and appurtenances, reset to grade on existing sanitary sewer manholes as specified herein.

BASIS OF PAYMENT:

The unit price bid for resetting each frame shall include the cost of all labor, materials and equipment necessary to complete the work.

Any frames, covers and appurtenances damaged or misplaced shall be replaced at the Contractor's expense.

**ITEM 662.62000010 - RESETTING CASTINGS ON EXISTING UTILITY
MANHOLES**

DESCRIPTION

This work shall consist of removing, storing, and resetting existing utility castings, complete with covers, and appurtenances, to grade on existing utility manholes.

MATERIALS

Masonry chimney materials shall meet the requirements of the following subsections of Section 700:

Precast Concrete Pavers	704-13
Masonry Mortar	705-21

Concrete shall be Class A meeting the requirements of Section 501.

CONSTRUCTION DETAILS

The existing castings, covers, and appurtenances shall be removed, stored if necessary, cleaned and reset to the line and grade as indicated in the Plans or as directed by the Engineer.

The existing masonry adjustment collar, or a portion of it, shall be removed where necessary for resetting of the existing casting. The existing castings shall be set to grade using precast concrete pavers and mortar and/or Class A concrete. The castings shall be set in a mortar bed on the existing structure. If an adjustment ring was removed from the structure, the casting shall be set at such grade that no adjustment ring is needed, and the adjustment ring shall become the property of the Contractor and shall be removed from the site of work.

Any pavement and shoulder courses, subcourses, curbs, sidewalks, lawns and other top surfaces removed or damaged during the work of removing the existing castings and setting the new castings, shall be replaced in kind, unless otherwise shown on the plans or directed by the Engineer. This shall include all sawcutting necessary for this removal.

METHOD OF MEASUREMENT

This work will be measured by the number of existing utility castings, complete with covers, reset to grade on existing utility manholes.

BASIS OF PAYMENT

The unit price bid for resetting each utility casting shall include the cost of furnishing all labor, materials and equipment necessary to complete the work.

ITEM 662.62000010 - RESETTING CASTINGS ON EXISTING UTILITY
MANHOLES

Any castings, covers or appurtenances broken through carelessness on the part of the Contractor shall be replaced at the Contractor's expense.

The cost of pavement cutting, excavation, backfill, and pavement restoration will be paid for under their respective items.

ITEM 670.14480010 - RESETTING ELECTRIC PULLBOX COVERS AND FRAMES

DESCRIPTION.

Under this item the Contractor will be required to raise or lower existing electric pullbox covers and frames complete to the grade as furnished by the Engineer.

MATERIALS.

Concrete shall be Class A meeting the requirements of Section 501. Other materials shall meet the requirements specified in the following subsections of Section 700 of the Standard Specifications:

Common Brick	704-01
Masonry Mortar	705-21

CONSTRUCTION DETAILS.

All adjustments shall be made with Class A Concrete and/or common brick.

Where ordered, the covers and frames shall be set in a mortar bed on the existing structures.

If any part of the pullbox, cover or frame is broken through carelessness on the part of the Contractor, it shall be replaced by the Contractor.

METHOD OF MEASUREMENT.

This work will be measured as the number of pullbox covers and frames reset.

BASIS OF PAYMENT.

The unit price bid for each pullbox cover and frame reset shall include the cost of all labor, materials, including cement, equipment and incidentals necessary to complete the work. No extra payment will be made for the replacement of the pullbox, cover or frame broken through carelessness on the part of the Contractor.

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**ITEM 680.51111010 - SLIP RESISTANT SURFACE FOR CAST IRON PULL
BOX COVERS**

DESCRIPTION

This work shall consist of blast cleaning traffic signal pull box (TSPB) covers, coating them with slip resistant material and a bonding agent capable of bonding to cast iron, and reinstalling the TSPB covers in the field as indicated in the table of TSPB covers and where directed by the Engineer.

MATERIALS

Contractor shall provide temporary traffic signal pull box covers to replace any covers removed from site for abrasive blast cleaning and applying a bonding agent. Traffic Signal Pullbox Covers are cast iron and approximately 26 inches long, 18 inches wide, and 1.5 inches deep. See table of TSPB covers for exact measurements.

Material for abrasive blast cleaning may be selected by the Contractor.

The bonding agent shall be an epoxy/amine binder or elastomeric polyurethane with a proven history of adhering to cast iron surfaces. The bonding agent shall be capable of holding a slip resistant material securely to the TSPB cover through repeated freeze/thaw cycles. Key physical properties of the bonding agent as follows:

- Ultimate Tensile Strength per ASTM D412 Rubber 2000 – 2200 psi, or D638 Plastics 2500 psi
- Elongation at break point per ASTM D412 Rubber 150%, or D638 Plastics 30% min 54% max

The Aggregate shall be clean, dry, and free from foreign matter. The Aggregate shall exhibit a Skid Resistance of 2 ½” to 2 ¾” as per ASTM E303-93. Aggregate shall not exceed No. 6 sieve size. Bauxite/ Garnet blends or other materials with a high coefficient of friction are acceptable. Aggregate should be in natural colors of grey and buff. The surface coefficient of friction shall not be significantly reduced by repeated wear, use or weathering over time.

CONSTRUCTION DETAILS

The Contractor shall exercise care in removing and reinstalling TSPB covers so as not to damage any frames, adjoining pavement or components housed therein. Any component parts of the TSPB damaged by the Contractor shall be repaired or replaced at the Contractor's expense. Section 680-3.01 Equipment List and Drawings applies. The cover stamp “NYS TRAFFIC SIGNAL” or other text, shall remain legible. The TSPB shall remain covered at all times and pedestrians shall be protected from unsafe conditions such as gaps or openings. Temporary cover shall not reduce accessibility.

Existing TSPB covers shall be abrasive blast cleaned to bare metal in accordance with SSPCSP6 by the Contractor. If vacuum-shrouded blasting equipment is used on site, measures shall be taken to ensure that no dust or abrasive escapes during operation. Refer to Section 570-3.07 Class B Containment of the Standard Specifications. The Contractor shall remove all dirt, rust and rust scale, mill scale, and other corrosion producing contaminants. All equipment and compressors used in the cleaning operation shall be equipped with all necessary filters and traps

**ITEM 680.51111010 - SLIP RESISTANT SURFACE FOR CAST IRON PULL
BOX COVERS**

to prevent moisture, oil, and other contaminants from being deposited on clean surfaces. The Contractor shall abrasive blast clean no more than 4 hrs prior to slip resistant coating application.

If blast cleaning is completed on-site, all residue generated by the cleaning work shall be removed by vacuuming using HEPA filtered vacuums by the Contractor. The Contractor shall remove all debris associated with this work from the TSPB vault after coating operations are complete. A HEPA filter shall be defined as a filter that is at least 99.97% efficient for particles that are 0.3 μ m in diameter, or larger.

Contractor shall coat TSPB with the bonding agent no more than 4 hrs after abrasive blast cleaning. The bonding agent shall be applied by brush only to the top surface of the cover such that it fits back smoothly in the frame and flush with surrounding pavement. The Contractor shall not coat the sides or bottom of the cover.

The Contractor shall broadcast slip resistant aggregate over the bonding agent immediately after bonding agent application. Coating shall not increase the thickness of the TSPB beyond 3/16" above sidewalk grade. The Contractor shall allow the treatment to cure over 2 hours or according to manufacturer recommendations. Contractor shall remove all excess bonding agent or aggregate on the edges or bottom of the TSPB cover by hand or suction sweeping before installing in the field. The TSPB cover shall fit in the pull box frame as originally manufactured to the satisfaction of the Engineer.

METHOD OF MEASUREMENT

This work will be measured as the number pull box covers satisfactorily coated with a slip resistant surface and reinstalled in the field.

BASIS OF PAYMENT

The unit price bid for each TSPB cover shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work. Payment will be made for only those existing TSPB covers designated to be coated. Only one payment for each existing TSPB cover will be made regardless of the number of times it is coated. No separate payments will be made for traffic signal pull boxes or covers damaged by the Contractor's operations.

ITEM 680.82250007 - PEDESTRIAN PUSH BUTTON AND SIGN – WITHOUT POST
ITEM 680.82260007 - PEDESTRIAN PUSH BUTTON AND SIGN – WITH POST

1.0 DESCRIPTION

The work shall consist of furnishing and installing an Americans with Disabilities Act Accessibilities Guidelines (ADAAG) compliant pedestrian push button in accordance with all applicable NYSDOT standard sheets and specifications and in accordance with the contract documents.

2.0 GENERAL REQUIREMENTS

- 2.1 An audible “beep” shall sound when activating the push button.
- 2.2 Shall have a minimum operating life of 100 million actuations.
- 2.3 Shall be compatible with all 242 DC Isolation Units.

3.0 FUNCTIONAL REQUIREMENTS

- 3.1 The push button shall be equipped with a pole mounting housing which will enable the flexibility of choice to mount the button to a flat or a convex surface.
- 3.2 The push button unit shall be ADAAG compliant.
- 3.3 The push button shall require a force of between 1-3 lbs to activate.

4.0 MECHANICAL CONSTRUCTION REQUIREMENTS

- 4.1 The push button body shall be powder-coated (dark green) aluminum construction.
- 4.2 The push button shall be 2” in diameter, and of 316 stainless steel construction.
- 4.3 The switch shall be piezo-driven, and solid-state with essentially no moving parts.
- 4.4 The push button shall be highly vandal-resistant and shall be assembled with tamper resistant stainless steel hardware.
- 4.5 The push button mounting frame shall be powder-coated (dark green) aluminum construction and have an integral sign frame (for 9” x 15” sign).
- 4.6 The push button sign shall be 9” x 15” with hole grommets (to match mounting holes in frame, above) and provide instructions for pedestrian crossing. The push button sign shall comply with the MUTCD and be the type shown on the plans.
- 4.7 The push button shall have a gasket between the button housing and the mounting housing.

5.0 ELECTRICAL REQUIREMENTS

- 5.1 Operation voltage: 15 to 24V DC or 12 to 24V AC
- 5.2 On Resistance 10 Ohms (When the button is activated and placing a call)
- 5.3 Standby Current 10 micro amps typical
- 5.4 Shall require only two conductors be run from the traffic signal cabinet to the push button to operate

ITEM 680.82250007 - PEDESTRIAN PUSH BUTTON AND SIGN – WITHOUT POST

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- 5.5 Shall have a solid state electronic piezo switch rated for 100 million cycles with no moving plunger or moving electrical contacts

6.0 ENVIRONMENTAL OPERATIONS

- 6.1 The push button shall be capable of continuous operation over a temperature range of -30°F to 165°F.
- 6.2 The push button shall be able to be completely immersed in water for 5 minutes. The button shall operate immediately after being removed from the water.

7.0 CONSTRUCTION DETAILS

The push button assembly shall be installed and constructed in accordance with the details specified on the standard sheets. The push button housing and sign bracket (for 9” x 15” sign, included) shall be installed using the vertical height from the ground to the push button as shown in the standard sheets. The push button assembly shall be installed on either an existing pole, newly installed signal pole, or on its own post and footing as specified on the plans. All mounting hardware shall be included for complete installation of push button/sign assembly.

The orientation shall be convenient to pedestrians intending to cross the street controlled by the push button at the marked or obvious crosswalk.

8.0 METHOD OF MEASUREMENT

The ADAAG compliant pedestrian push button will be measured for payment as the number of pedestrian push button assemblies, as specified, that are satisfactorily installed. Also included shall be one push button frame (for mounting to a signal pole) per push button.

9.0 BASIS OF PAYMENT

The unit price bid for each pedestrian push button assembly shall include the cost of furnishing all labor, material, tools, and equipment required to complete the installation, and to make the unit fully operational. The unit price bid shall include the push button, sign, mounting hardware, pole drilling, and necessary fittings as required. Where the push button and sign is installed on its own post the unit price shall also include the cost of the post, sawcutting, excavation, backfill, concrete, restoration of surfaces, and conduit bends and fittings.

ITEM 680.82250108 - RELOCATE PEDESTRIAN PUSHBUTTONS AND SIGNS

ITEM 680.82250208 - REMOVE AND STORE PEDESTRIAN PUSHBUTTONS AND SIGNS

ITEM 680.82250308 - REMOVE AND DISPOSE PEDESTRIAN PUSHBUTTONS AND

SIGNS

ITEM 680.82250408 - RELOCATE PEDESTRIAN POLE

ITEM 680.82250508 - REMOVE AND STORE PEDESTRIAN POLE

ITEM 680.82250608 - REMOVE AND DISPOSE PEDESTRIAN POLE AND FOUNDATION

DESCRIPTION:

This work shall consist of relocating, removing, storing and/or disposing, refurbishing, or replacing of elements of a pedestrian traffic signal system in accordance with the plans, specifications or as directed by the Engineer.

Where not specifically covered in the contract documents, the work shall be in accordance with the latest national, local and industrial standards or codes which are usually applied to such work, and the requirements of the maintaining agency.

MATERIALS:

When an existing system is to be relocated, the existing material shall be reused in the revised system, removed, salvaged, or disposed of as shown on the plans, as specified in the special provisions, or as directed by the Engineer. When new materials must be provided under the modification work, they shall conform to the material requirements of Section 680-2 whenever applicable. Materials not specified in 680-2 shall match the existing system as nearly as possible, and meet the requirements of the owning agency and/or as approved by the Engineer.

CONSTRUCTION DETAILS:

The applicable provisions of Subsection 680-3, Construction Details shall be complied with in addition to the following:

Removing and Salvaging

Care shall be exercised in removing signal and electrical equipment and any appurtenances attached to them so that elements to remain or be salvaged will not be damaged.

The contractor will be required to replace or repair, to the satisfaction of the Engineer, any equipment damaged, destroyed or lost due to the contractor's operations or negligence as determined by the Engineer.

Existing equipment or material intended to be reused and found to be missing or unsatisfactory, through no fault of the contractor, shall be properly replaced by the contractor, using equipment or material supplied by the owning agency or under other items.

ITEM 680.82250108 - RELOCATE PEDESTRIAN PUSHBUTTONS AND SIGNS

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ITEM 680.82250608 - REMOVE AND DISPOSE PEDESTRIAN POLE AND FOUNDATION

All equipment or materials specified for removal but not intended to be incorporated in the new or modified system shall be removed from the site and disposed of as specified in the contract documents and/or as directed by the Engineer.

Removing Pole Foundations

Pedestrian poles are to be removed in their entirety to permit reuse by the owner. Poles shall be removed from the foundation and the foundation shall be cut 2 ft. below final grade or subgrade, whichever is lower, unless the foundation interferes with the construction and will have to be removed in order to complete the work.

Holes

All holes resulting from this work shall be backfilled with suitable material and if so specified the disturbed areas restored to match the adjacent surface as approved by the Engineer.

METHOD OF MEASUREMENT:

Each Unit

The quantity to be paid for under this item(s) will be the number of pedestrian signal system elements actually relocated, removed, stored and/or disposed of as shown on the plans or in the contract documents.

BASIS OF PAYMENT:

The requirements of Subsection 680-5.01 General shall apply with the following additional provisions:

RELOCATE PEDESTRIAN PUSHBUTTONS AND SIGNS

REMOVE AND STORE PEDESTRIAN PUSHBUTTONS AND SIGNS

REMOVE AND STORE PEDESTRIAN POLE

The unit price bid per each shall include all costs for removal of any conduit riser on wooden poles to nearest pullbox, removal of cable to nearest pullbox or as shown on plans or as directed by the Engineer, and the repairing or replacing of equipment damaged, destroyed, or lost by the Contractor's operations or negligence. Installation of replacement equipment and materials supplied by the owning agency is also included unless noted for payment under other items.

ITEM 680.82250108 - RELOCATE PEDESTRIAN PUSHBUTTONS AND SIGNS

ITEM 680.82250208 - REMOVE AND STORE PEDESTRIAN PUSHBUTTONS AND SIGNS

ITEM 680.82250308 - REMOVE AND DISPOSE PEDESTRIAN PUSHBUTTONS AND

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ITEM 680.82250408 - RELOCATE PEDESTRIAN POLE

ITEM 680.82250508 - REMOVE AND STORE PEDESTRIAN POLE

ITEM 680.82250608 - REMOVE AND DISPOSE PEDESTRIAN POLE AND FOUNDATION

RELOCATE PEDESTRIAN POLE

The unit price for each pole reset shall include the cost for removing the pole from the existing foundation, refurbishing, handling, erecting (including signs, push buttons, and other appurtenances if attached), furnishing anchor bolts (installed under another item) if required, field galvanizing, drag wires, conductor cable connection, grounding and incidental connecting hardware as specified. The cost of the new foundation, including excavation shall be paid for under their respective items

REMOVE AND DISPOSE PEDESTRIAN PUSHBUTTONS AND SIGNS

REMOVE AND DISPOSE PEDESTRIAN POLE AND FOUNDATION

The unit price bid per each shall include all costs for removal of any conduit riser on wooden poles to nearest pullbox, removal of cable and conduit to nearest pullbox or as shown on plans or as directed by the Engineer

ITEM 680.82250108 - RELOCATE PEDESTRIAN PUSHBUTTONS AND SIGNS

ITEM 680.82250208 - REMOVE AND STORE PEDESTRIAN PUSHBUTTONS AND SIGNS

ITEM 680.82250308 - REMOVE AND DISPOSE PEDESTRIAN PUSHBUTTONS AND

SIGNS

ITEM 680.82250408 - RELOCATE PEDESTRIAN POLE

ITEM 680.82250508 - REMOVE AND STORE PEDESTRIAN POLE

ITEM 680.82250608 - REMOVE AND DISPOSE PEDESTRIAN POLE AND FOUNDATION

DESCRIPTION:

This work shall consist of relocating, removing, storing and/or disposing, refurbishing, or replacing of elements of a pedestrian traffic signal system in accordance with the plans, specifications or as directed by the Engineer.

Where not specifically covered in the contract documents, the work shall be in accordance with the latest national, local and industrial standards or codes which are usually applied to such work, and the requirements of the maintaining agency.

MATERIALS:

When an existing system is to be relocated, the existing material shall be reused in the revised system, removed, salvaged, or disposed of as shown on the plans, as specified in the special provisions, or as directed by the Engineer. When new materials must be provided under the modification work, they shall conform to the material requirements of Section 680-2 whenever applicable. Materials not specified in 680-2 shall match the existing system as nearly as possible, and meet the requirements of the owning agency and/or as approved by the Engineer.

CONSTRUCTION DETAILS:

The applicable provisions of Subsection 680-3, Construction Details shall be complied with in addition to the following:

Removing and Salvaging

Care shall be exercised in removing signal and electrical equipment and any appurtenances attached to them so that elements to remain or be salvaged will not be damaged.

The contractor will be required to replace or repair, to the satisfaction of the Engineer, any equipment damaged, destroyed or lost due to the contractor's operations or negligence as determined by the Engineer.

Existing equipment or material intended to be reused and found to be missing or unsatisfactory, through no fault of the contractor, shall be properly replaced by the contractor, using equipment or material supplied by the owning agency or under other items.

ITEM 680.82250108 - RELOCATE PEDESTRIAN PUSHBUTTONS AND SIGNS

ITEM 680.82250208 - REMOVE AND STORE PEDESTRIAN PUSHBUTTONS AND SIGNS

ITEM 680.82250308 - REMOVE AND DISPOSE PEDESTRIAN PUSHBUTTONS AND

SIGNS

ITEM 680.82250408 - RELOCATE PEDESTRIAN POLE

ITEM 680.82250508 - REMOVE AND STORE PEDESTRIAN POLE

ITEM 680.82250608 - REMOVE AND DISPOSE PEDESTRIAN POLE AND FOUNDATION

All equipment or materials specified for removal but not intended to be incorporated in the new or modified system shall be removed from the site and disposed of as specified in the contract documents and/or as directed by the Engineer.

Removing Pole Foundations

Pedestrian poles are to be removed in their entirety to permit reuse by the owner. Poles shall be removed from the foundation and the foundation shall be cut 2 ft. below final grade or subgrade, whichever is lower, unless the foundation interferes with the construction and will have to be removed in order to complete the work.

Holes

All holes resulting from this work shall be backfilled with suitable material and if so specified the disturbed areas restored to match the adjacent surface as approved by the Engineer.

METHOD OF MEASUREMENT:

Each Unit

The quantity to be paid for under this item(s) will be the number of pedestrian signal system elements actually relocated, removed, stored and/or disposed of as shown on the plans or in the contract documents.

BASIS OF PAYMENT:

The requirements of Subsection 680-5.01 General shall apply with the following additional provisions:

RELOCATE PEDESTRIAN PUSHBUTTONS AND SIGNS
REMOVE AND STORE PEDESTRIAN PUSHBUTTONS AND SIGNS
REMOVE AND STORE PEDESTRIAN POLE

The unit price bid per each shall include all costs for removal of any conduit riser on wooden poles to nearest pullbox, removal of cable to nearest pullbox or as shown on plans or as directed by the Engineer, and the repairing or replacing of equipment damaged, destroyed, or lost by the Contractor's operations or negligence. Installation of replacement equipment and materials supplied by the owning agency is also included unless noted for payment under other items.

ITEM 680.82250108 - RELOCATE PEDESTRIAN PUSHBUTTONS AND SIGNS

ITEM 680.82250208 - REMOVE AND STORE PEDESTRIAN PUSHBUTTONS AND SIGNS

ITEM 680.82250308 - REMOVE AND DISPOSE PEDESTRIAN PUSHBUTTONS AND

SIGNS

ITEM 680.82250408 - RELOCATE PEDESTRIAN POLE

ITEM 680.82250508 - REMOVE AND STORE PEDESTRIAN POLE

ITEM 680.82250608 - REMOVE AND DISPOSE PEDESTRIAN POLE AND FOUNDATION

RELOCATE PEDESTRIAN POLE

The unit price for each pole reset shall include the cost for removing the pole from the existing foundation, refurbishing, handling, erecting (including signs, push buttons, and other appurtenances if attached), furnishing anchor bolts (installed under another item) if required, field galvanizing, drag wires, conductor cable connection, grounding and incidental connecting hardware as specified. The cost of the new foundation, including excavation shall be paid for under their respective items

REMOVE AND DISPOSE PEDESTRIAN PUSHBUTTONS AND SIGNS

REMOVE AND DISPOSE PEDESTRIAN POLE AND FOUNDATION

The unit price bid per each shall include all costs for removal of any conduit riser on wooden poles to nearest pullbox, removal of cable and conduit to nearest pullbox or as shown on plans or as directed by the Engineer

Appendix B: Work Schedule

Appendix C: Proposal

City of Glen Cove

Invitation for Bidders

Bid No. 2020-015



Pedestrian Improvements for Glen Cove Business Improvement District PIN 0761.38

BIDS DUE: Wednesday, December 16, 2020 10:00 A.M.

Bid Opening: Wednesday, December 16, 2020 11:00 A.M.

BIDDER'S NAME: Macedo Contracting Services Inc.

PHYSICAL ADDRESS: 685 Station Rd, Bellport, NY 11763

MAILING ADDRESS: PO Box 64, Ronkonkoma, NY 11779

EMAIL ADDRESS: info@macedobinc.com

PLEASE MAKE COPY OF BID FOR YOUR RECORDS

Posted on: <https://www.bidnetdirect.com/new-york/cityofglencove>

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Appendices

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NYSDOT PLAFAP Chapter 13 Appendix
NYSDOT Appendix 2 – Iran Divestment Act
NYSDOT Appendix 2-S – Iran Divestment Act
NYSDOT Appendix A-1 – Supplemental Title VI Provisions (Civil Rights Act)
City of Glen Cove Title VI Plan
AAP20LL NYS Form
CONR89LL NYS Form
New York State Vendor Responsibility Questionnaire (CCA-2)
CCA-2 Attachment A
CCA-2 Attachment B
CCA-2 Attachment C
Commercially Useful Function
Minority, Women's and Disadvantaged Goals
DBE Goals for Construction
DBE Contract Group Types
Note to Contractors (DBE Program & OSHA Regulations)
Special Note to Contractors: Right-Of-Way
Survey Work for Sidewalks and Curb Ramps
PG Binder and Mix Level Design

INVITATION FOR BIDDERS

PLEASE TAKE NOTICE that the sealed bids will be received by the City of Glen Cove Purchasing Agent located at City Hall, 9 Glen Street, Glen Cove, N.Y. 11542 until 10:00 a.m. on December 16, 2020. The bid opening shall take place on December 16, 2020 at 11:00 a.m. via Microsoft Teams and read aloud, and the contract awarded as soon thereafter as practicable for:

**BID NO. 2020-015
PEDESTRIAN IMPROVEMENTS FOR GLEN COVE BUSINESS IMPROVEMENT DISTRICT
LOCATED IN GLEN COVE, NY PIN 0761.38**

Description: Pedestrian Improvement Project to construct, within the Downtown Business District, handicapped accessible improvements of curb ramps and crosswalks. The project is comprised of ADA compliant curb ramps, and crosswalk improvements, all located on Bridge St., Glen St. and School St. within the Downtown Business District. The selected bidder shall complete the project Scope of Work as indicated in the plans and specifications within 300 days of receiving written notice to proceed from the City.

Bidding documents and specifications may be obtained on the City of Glen Cove's BidNet page, <https://www.bidnetdirect.com/new-york/cityofglencove>. The Bidding Documents are available beginning November 12, 2020. The link to the bid opening will be posted to the City's website and can be viewed by hovering over "Finance" and then clicking the "Bid & RFP's" button. The bid opening will also be recorded and posted in this same section. Or you can access it live via the following link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDA3NWUxMTAtOTg0Ni00MjhjLWI3ODQtNTVmNTAwYTZjNjg0%40thread.v2/0?context=%7b%22Tid%22%3a%22ad84cf90-b365-48ca-a128-2fc44a1c8d4c%22%2c%22Oid%22%3a%22bd021793-3629-4204-a131-0958eee1f7cf%22%7d

If you cannot join online, you can call into this meeting by calling 1 (929) 229-5717 and entering the conference ID No. 755 135 721#. All participating parties should choose either the call-in method or the preferred method of joining the meeting via Microsoft Teams, but not both to avoid reverberation of speakers.

All bids must be received no later than 10:00 a.m. on December 16, 2020. Late bids received by mail will not be accepted and will be returned unopened to the vendor. Delay in mail delivery is not an exception to the deadline for receipt of bids. Each bid must be made on the Proposal form prepared for this work and in the manner designated therein. The bid shall be enclosed in a sealed envelope addressed to the Purchasing Agent of the City of Glen Cove and marked on the outside with the name and address of the bidder, and the words "PEDESTRIAN IMPROVEMENTS FOR GLEN COVE BUSINESS IMPROVEMENT DISTRICT – Bid No.2020-015. (PIN 0761.38)"

**New York State Department of Transportation Standard
Specifications and Federal Aid Requirements**

All work performed under this contract shall be in conformity with the latest New York State Department of Transportation (NYSDOT) Standard Specifications, Standard Sheets and attached special specifications or as otherwise shown on the plans. NYSDOT Standard Specifications and Standard Sheets can be obtained at (<https://www.dot.ny.gov/publications>). In addition all requirements of the Local Projects Manual <https://www.dot.ny.gov/plafap> shall be followed.

The City has received funding for this project, entitled Pedestrian Improvements for Glen Cove Business Improvement District (PIN – 0761.38), under the Federal Highway Administration Transportation Alternatives Program (TAP) and Congestion Mitigation and Air Quality Improvement Program (CMAQ) as administered by the New York State Department of Transportation.

Disadvantaged Business Enterprise (DBE) goal is ten percent (10%).
Equal Employment Opportunity (EEO) participation goals for Minority are 5.8%
Equal Employment Opportunity (EEO) participation goals for Women are 6.9%

Other Requirements:

Contractor will be required to use Equitable Business Opportunity (EBO) software
Completed New York State Uniform Contracting Questionnaire (CCA-2) online for prime and subs
Completed Non-Collusion Forms (Appendix 12-1)
Completed Lobbying Activities Form (Appendix 12-1)

Attention of bidders is particularly called to the requirement as to conditions of employment to be observed and the minimum wage rates to be paid for under the contract.

The City reserves the right to reject any and all bids received, to waive any informality in the bids received and to accept that bid which in its judgement best serves the interests of the City.

No bid shall be withdrawn, nor any price increased, for a period of forty-five (45) days after being publicly opened and read. Bid Deposit/Security is required.

Yelena Quiles, Purchasing Agent
City of Glen Cove, New York

BIDDER'S CHECKLIST

Your response to our above referenced bid may be considered unresponsive and may be rejected if the following forms are not included at the time of the bid opening.

- Notarized Affidavit of Non-Collusion as required by NYS Law
- BID SECURITY**

If required, each bid shall be accompanied by a certified check made payable to the City of Glen Cove in the amount indicated below. In lieu of such check, the bidder may furnish a bid bond in the same amount, and having as surety thereon a surety company licensed to do business in the State of New York. Checks or bid bonds of all formal bidders will be returned after an award has been made.

The amount of the bid deposit required for this bid is:

\$500.00 10% of Total Bid Waived Other: _____

- SIGNED PROPOSAL PAGE**
- As per page 11 of the bid package, the City of Glen Cove requires a current insurance certificate, with the City of Glen Cove listed as additional insured, to be on file. You will be given five (5) business days from notice of award to supply this form or the award will be rescinded.
- Samples and/or Specifications as required. Bidders must send materials, marked with Company Name, Bid No. and Item No. on bid when bidding on or equal items. These must be received prior to bid opening.
- Certificate of Experience / References form
- Certification of Compliance with The Iran Divestment Act
- Statement of Vendor Qualifications form as required by the City of Glen Cove

NOTICE TO BIDDERS
BID NO. 2020-015
PEDESTRIAN IMPROVEMENTS FOR GLEN COVE BUSINESS IMPROVEMENT DISTRICT

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

1.0 Introduction

1.1 Project Location

The Pedestrian Improvements for Glen Cove Business Improvement District is located on Bridge St., Glen St. and School St. within the Downtown Business District, Glen Cove, NY 11542. The City of Glen Cove (City) is located in Nassau County, New York.

1.2 Project Description

Pedestrian Improvement Project to construct, within the Downtown Business District, handicapped accessible improvements of curb ramps and crosswalks.

The project is comprised of ADA compliant curb ramps, and crosswalk improvements, all located on Bridge St., Glen St. and School St. within the Downtown Business District.

Please note that this City of Glen Cove construction contract is funded with Federal Highway Administration (FHWA) funds. Henceforth, in the case of a potential conflict with respect to binding clauses/procedures that maybe contained within, federal rules/procedures are supreme and will override any conflicting City of Glen Cove clause/procedures. In addition, this project will be constructed with current New York State Department of Transportation (NYSDOT) Standard Specifications (with current errata). In the case of a potential conflict with City of Glen Cove bidding requirements contained within, the NYSDOT specifications will apply.

1.3 Project Funding

The City has received funding for this project, entitled Pedestrian Improvements for Glen Cove Business Improvement District (PIN – 0761.38), under the Federal Highway Administration Transportation Alternatives Program (TAP) and Congestion Mitigation and Air Quality Improvement Program (CMAQ) as administered by the New York State Department of Transportation. The grant award totals \$323,000 allocated for construction costs. Grant administration for the project is managed by the Glen Cove Community Development Agency (CDA).

1.4 Project schedule

The selected bidder shall complete the project Scope of Work as indicated in the plans and specifications within 300 days of receiving written notice to proceed from the City.

2.0 Project Management and Coordination

2.1 Project Management and Coordination

The contractor shall coordinate with the City's Director of Public Works or his designee(s), Engineer, and the CDA on project management related decisions and for submission of project invoices for processing. All work is to be completed without affecting the day to day operations of the businesses within the project work limits.

2.2 Authorization to Do Business, Licenses and/or Certificates, Permits

The contractor shall be authorized to do business in the State of New York and shall possess and maintain all professional licenses and/or certificates required to perform the Scope of Work of this project in the City of Glen Cove. The Contractor shall obtain whatever approvals or documentation for the project that may be required by the City of Glen Cove Building Department and Nassau County Department of Public Works pertaining to traffic signal modifications.

3.0 Lowest Responsible Bidders

3.1 Lowest Responsible Bidder

This bid shall be awarded to the lowest responsible bidder.

4.0 DBE/EEO Policy

4.1 DBE/EEO Policy

Disadvantaged Business Enterprise (DBE) goal is ten percent (10%).
Equal Employment Opportunity (EEO) participation goals for Minority are 5.8%
Equal Employment Opportunity (EEO) participation goals for Women are 6.9%

4.2 Title VI/Nondiscrimination Policy

The City of Glen Cove, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US. C.§§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises (DBEs), will be afforded full and fair opportunity to submit bids in response to this Invitation for Bidders and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

5.0 Requirements Related Invoicing

5.1 Invoices and Supporting Documentation for Expenses

The CDA is required to provide FHWA/NYS DOT invoices of project expenses and relevant supporting documentation pursuant to FHWA/NYS DOT reporting requirements for the subject project. The successful bidder shall provide the CDA invoices and supporting documentation of project expenses. The invoices and supporting documentation shall be prepared in the manner requested by the City, per Article 29 of the Contract Form.

5.2 Project Audit

FHWA/NYS DOT shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the City to assure that the City is in compliance with FHWA/NYS DOT requirements for the project.

6.0 Requests for Information & Pre-Bid Conference

6.1 Requests for Information

Bidders may submit a written Request for Information (RFI) until 4:00pm EST on December 3, 2020 on BidNet. **All questions must be posted on the BidNet platform.** The authorized contact person for this procurement is Yelena Quiles, Purchasing Agent of the City of Glen Cove. All contact with Ms. Quiles shall be made by e-mail to purchasing@glencoveny.gov Phone calls are not accepted. No oral requests for information, clarification or interpretation will be honored. Ms. Quiles will compile all responses which pertain specifically to this project and will distribute them to the BidNet list of registered proposers on or by December 10, 2020. The answers will also be posted on the BidNet website, <https://www.bidnetdirect.com/new-york/cityofglencove> as an addendum to City of Glen Cove BID No. 2020-015. The proposer shall be responsible to check the City of Glen Cove's BidNet site to check for any addendums issued for this procurement.

No contact with any City or funding agency personnel regarding this project is allowed until such time as an award has been made. Contact with personnel other than Ms. Quiles is grounds for elimination from the procurement process.

6.2 Pre-Bid Walk Through

A Pre-Bid Conference will be held by the City on November 23, 2020 at 9:00 a.m. in Glen Cove City Hall, Second Floor Conference Room, 9 Glen Street, Glen Cove NY 11542. Bidders shall RSVP to this conference by emailing Ms. Quiles at the address listed above by November 19, 2020. Each bidder may send no more than two (2) representatives to attend the pre-proposal conference.

7.0 Procurement Schedule

1. Release of Invitation for Bidders...	November 12, 2020
2. Deadline to RSVP for Pre-Bid Conference...	November 19, 2020
3. Pre-Bid Walk-Through...	November 23, 2020
4. Requests for Information (RFIs) Submission Deadline...	December 3, 2020
5. Anticipated City Response to RFIs...	December 10, 2020
6. Bid Submission Deadline (10:00 am)...	December 16, 2020
7. Bid Opening (11:00 am)...	December 16, 2020
8. Anticipated Date for Award of Contract...	March 26, 2021

INSTRUCTIONS TO BIDDERS

In connection with Pedestrian Improvements for Glen Cove Business Improvement District PIN – 0761.38, the City of Glen Cove, New York invites bids on the forms attached hereto, all blanks in which must be filled properly. Bids will be received by the Purchasing Agent of the City of Glen Cove at City Hall, 9 Glen Street, Glen Cove, N.Y. 11542 until 10:00 a.m. on December 16, 2020 and read at which time they will be publicly opened and read aloud at 11:00 a.m. and the contract awarded as soon thereafter as practicable. If the bid is sent through the mail or another delivery system, the sealed envelope should be enclosed in a separate envelope with the notation "Bid Enclosed" on the face of it. It is the sole responsibility of the bidder to see that his bid is received no later than December 16, 2020 at 10:00 a.m.

A. Bidding Documents

1. The term "Bidding Documents" includes the following:
 - a) Invitation for Bidders
 - b) Notice to Bidders
 - c) Instructions to Bidders
 - d) Proposal
 - i. Schedule of Bid Prices
 - ii. Non-Collusive Bidding Certification
 - iii. Certificate of Compliance with The Iran Divestment Act
 - iv. Contractor's Qualifications Statement
 - e) Project Specifications
 - f) Contract Form
 - g) Plans for Glen Cove Downtown Pedestrian Improvements
 - h) CHAPTER 12 – FEDERAL AID CONSTRUCTION CONTRACT REQUIREMENTS, Chapter 13 – FEDERAL AID CIVIL RIGHTS REQUIREMENTS, QUESTIONNAIRE – FORM CCA-2
 - i) Title VI/Non-Discrimination Assurances
 - j) Prevailing Wage Schedule for Article 8 Public Work Project
 - k) *Available online*
 - i. NYSDOT Standard Specifications - <https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us>
 - ii. NYSDOT Standard Sheets - <https://www.dot.ny.gov/main/business-center/engineering/cadd-info/drawings/standard-sheets-us>
2. Complete sets of Bidding Documents must be used in preparing bids. The City of Glen Cove does not assume any responsibility for errors or misrepresentations resulting from the use of incomplete sets of Bidding Documents.
3. The City of Glen Cove in making copies of the Bidding Documents available does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.
4. Failure to comply with any of the following instructions shall constitute cause for which the bid may be rejected.

B. Preparation of Proposals

1. In submitting a bid, only the proposal sheets as furnished are to be filled out but not detached from the contract form. In no case is the contract form to be filled out or signed by the bidder. All proposal sheets are to be enclosed in the bid submission with all blanks filled properly. The bid must be sworn to by the person signing it on the appropriate Proposal Affidavit form. The proposals for this work shall be enclosed in a sealed envelope bearing the name of the bidder, date of submission, and the name of the project, to wit: "PEDESTRIAN IMPROVEMENTS FOR GLEN COVE BUSINESS IMPROVEMENT DISTRICT PIN 0761.38- CONTRACT NO. 2020-015".
2. Each bid must have the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must be signed with the partnership name by one of the members of the partnership followed by the signature and designation of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or other officer authorized to bind it in the matter and the seal of the corporation placed thereon. The name of all persons signing shall also be typed or printed below the signature.
3. All bids shall be made on the "Schedule of Bid Prices" attached hereto, furnished by the Purchasing Agent, and shall remain attached hereto as one of the Bidding Documents. All blanks on the Schedule of Bid Prices must be completed in ink, in both words and figures with the unit and total sum for which the bid is made.
4. The bidder must state the price per unit for each separate item as called for in the specifications and/or schedules, and the extensions must be made and totaled. Items not bid should be marked "NO BID". In case of any discrepancy in the unit price or amount bid for any item in the proposal, the unit price as expressed in words shall govern.
5. Samples of any articles must be furnished when required, free of expense, and if such sample be not so furnished, or if it does not conform to the quality and character required by specifications, the bid will be rejected.
6. Whenever material, equipment or supplies are indicated in the specifications or schedules by catalog description, or by the trade mark, or trade name, or by the name of any particular patentee, manufacturer or dealer, such descriptions shall mean those indicated or any equal thereto, as shall be determined by the City, in all essential respects. The make or grade of the article on which a bid is submitted should be stated in the bid in every instance. When not stated, it will be understood to be the specific article named in the specifications or schedules. The bidder shall submit as an enclosed attachment to the Proposal a list of the materials included in his bid and the names of the materials' manufacturers. This attachment shall be considered and made part of the Proposal. All bids submitted must be on domestic products unless otherwise provided in the specifications.

The Purchasing Agent and/or the City Council reserves the right to reject any or all bids, to waive any informality in bids, to accept that bid which in his judgment best serves the

7. interests of the City, to award by items or as a whole, and, unless otherwise specified by the bidder, to accept any item in the bid, and not accept other items.
8. All bidders must also subscribe and affirm the statement of non-collusion attached hereto as required by Sec. 103d of the General Municipal Law.

C. Submission of Bids

The bidder shall submit 5 (five) hard copies of their bid and one (1) disc or flash drive containing a Portable Document Format (PDF) copy of the bid. Bidders are required to include their firm's last audited financial statements as an appendix to their bid. Only one print copy of the statements should be included and bound separately from print copies of the bid. Bidders shall submit one electronic PDF copy of the financial statements on the disc or flash drive submittal.

On or before the day and hour specified in the Invitation for Bidders, the person, firm or corporation making a bid shall deliver such bid to Yelena Quiles, Purchasing Agent for the City of Glen Cove, City Hall, 9 Glen Street, Glen Cove, New York 11542 via hand delivery, courier, or by certified mail. The bid shall be enclosed in an opaque sealed envelope addressed to the Purchasing Agent of the City of Glen Cove and marked on the outside with the name and address of the bidder, the date of its presentation, and the words "Bid for Pedestrian Improvements for Glen Cove Business Improvement District - PIN 0761.38.

If the bid is sent by certified mail, the sealed envelope shall be enclosed in a separate envelope with the words "BID ENCLOSED" marked on the face of it. It is the sole responsibility of the bidder to see that his bid is received no later than December 10, 2020 at 11:00am. Any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

D. Qualifications of Bidders

All bidders should have experience, ability, and be engaged in the lines of work required to fulfill the Scope of Work for this project, as detailed in and in accordance with the Project Specifications, and have necessary facilities and equipment. All bidders should be in good financial standing. No bid will be considered from any person who is in arrears to the City of Glen Cove, or who is in default as surety or otherwise upon any obligation to the City of Glen Cove, nor shall a bid be considered from any Contractor whose performance of any previous contract with the City of Glen Cove has been unsatisfactory in the opinion of the Council Members. Such a contractor whose performance has been unsatisfactory shall not be deemed a responsible bidder. No bid will be considered from any contractor, sub-contractor, and/or its successor listed on the New York State Department of Labor Bureau of Public Work Debarment List.

Forms for qualifications of the successful bidder giving evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work are included herein and must be filled in by all bidders submitting proposals provided and the three (3) lowest bidders shall be prepared to file said form properly filled in and sworn to the office of the Director of Public Works within seven (7) days after the opening of the bids.

Information contained in any statement of financial ability shall be not more than thirty (30) days old at the time of submission. If a financial statement is already on file with the Director of Public Works, a new one need not be submitted provided the information contained therein is not more than thirty days old at the time of the opening of bids and provided the Contractor submits verified representation that financial condition has not materially changed since submission of said statement.

E. Rejection of Bids

The City of Glen Cove Director of Public Works reserves the right to reject any bid if the evidence submitted in the qualification statement or by investigation of such bidder fails to satisfy the Director of Public Works that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. The Director of Public Works reserves the right to reject any or all bids if it is deemed in the best interest of the City, subject to approval of the City Council.

The City reserves the right to reject any proposal in which any of the bid prices are unbalanced to the potential detriment of the City, or contrary to the best interest of the City as determined by the Director of Public Works. An unbalanced bid is considered to be one containing lump sum or unit bid prices which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs which are anticipated for the performance of the work in question.

F. Conditions of Work

Bidders are cautioned not to submit proposals until after having inspected the site of the proposed improvement and having made themselves familiar with local conditions. The attention of persons intending to make proposals is specifically called to Section H of this document which debar a Contractor from pleading misunderstanding or deception because of estimates of quantities, character, location or other conditions surrounding same. Special attention is called to the notes on the plans or in the itemized proposal which are made a part of the contract and which may alter or revise the specifications.

G. Bid Security

The proposal shall be accompanied by a bid bond or certified check in an amount of no less than ten (10%) percent of the bid submitted, made payable to the City of Glen Cove, as assurance that the bid is made in good faith. Each bid shall contain all of the representations of fact required in said form. **The bid bond shall be submitted in a separate envelope addressed to the City in the same manner as the bid proposal and attached securely to the bid proposal envelope.** The certified checks or bid bonds of all but the three (3) lowest qualified bidders will be returned within three (3) days of the opening of the bids; the certified checks or bid bonds of the remaining unsuccessful bidders will be returned within forty-eight (48) hours after the execution of a contract between the City and the successful bidder; the certified check or bid bond of the successful bidder will be retained until the filing and approval of a construction bond per Section M of this document and until the completion of ten (10) percent of the work under the contract.

H. Examination of Bid Documents and Familiarity of Site

1. Before submitting a proposal, all bidders shall carefully examine the Bidding Documents, and are required to attend the Pre-Bid Walk Through as detailed in the attached "Notice to Bidders" document, as to become fully informed of conditions and limitations associated with fulfilling the requirements of this project.
2. No plea of ignorance of misunderstanding of conditions that exist or that may hereafter exist, estimates of quantities, character, location or other conditions surrounding same, or of conditions or difficulties that may be encountered in the execution of the work detailed in this Invitation for Bidders, as a result of failure to make the necessary examinations and investigations as may be expected of a reasonable prudent bidder, will be accepted as an excuse for any failure or omission on the part of a Contractor to fulfill in every detail all of the requirements of the Bidding Documents, or will be accepted as a basis for any claims whatsoever for extra compensation, or for an extension of time.

I. Withdrawal

1. Any bidder may withdraw his bid, either personally or by written request, if such request is received by the City of Glen Cove, prior to the scheduled closing time for receipt of bids.
2. All bids will remain subject to acceptance for forty-five (45) days after the day of the bid opening, but the City of Glen Cove may, in its sole discretion, release any prior to that date.
3. If, within three (3) days after bids are opened, and bidder files a duly signed, written notice with the City of Glen Cove and promptly thereafter demonstrates to the reasonable satisfaction of the City of Glen Cove that there was a material and substantial mistake in the preparation of his bid, as provided for in General Municipal Law 103, that bidder may withdraw his bid. Thereafter, that bidder will be disqualified from further bidding on the work to be provided under this project.

J. Multiple Bids

No person, firm or corporation shall be allowed to make more than one bid for the same work.

K. Insurance Required

The successful bidder will be required to procure and pay for the following types of insurance in accordance with the provisions of the Contract.

- a. Workers' Compensation
- b. Disability Benefits
- c. Public Liability and Property Damage
- d. Contingent Liability and Contingent Property Damage
- e. Protective Liability and Property Damage Insurance
- f. Automobile and Truck Insurance
- g. Comprehensive General Liability Insurance

L. Construction Terms and Conditions

The successful bidder is warned that the work specified in the Contract Form, together with the Instructions to Bidders, Proposal, Plans, Specifications, and instructions of the Director of Public Works, his duly authorized representative, or his Engineer will be rigidly enforced.

M. Security for Faithful Performance

The successful bidder shall execute a construction bond and a labor and material payment bond each equal to one hundred (100) percent of the amount of the bid, such bonds to be executed by a surety company acceptable to the City of Glen Cove; or bonds secured by collateral; or securities approved by the City of Glen Cove. The successful bidder upon failure to execute and deliver the bond required by the proposal within seven (7) days from the date of award, as specified in the Instructions to Bidders, shall forfeit to the City of Glen Cove as liquidated damages for such failure or refusal, the security deposited with this bid, and he will be liable for and he agrees to pay to the City of Glen Cove on demand the difference between the price bid and the price for which such contract shall subsequently be relet, including the cost of such reletting less the amount of such deposit. No plea or mistake in such accepted bid shall be available to the bidder for the recovery of his deposit or as a defense to any action upon the accepted bid.

After the approval of the bonds, execution of the contract, and after ten (10) percent of the work has been completed, the certified check or bid bond accompanying the proposal will be returned.

N. (Vacant)**O. Tax-Exempt Purchases**

While the City of the Glen Cove is a tax-exempt entity of the State of New York, purchases made for this project are not able to be tax-exempt, except equipment which results in a capital improvement to real property as defined by New York State Department of Taxation and Finance guidelines. All tax-exempt purchases of such equipment shall be at the discretion of the City of Glen Cove Controller.

P. Completion Time

Since the time limit is essential for and of the essence of this contract, said Contractor shall agree to complete all of the work stipulated under contract within 300 days of notice to proceed. Attention is called to the provisions of Article 6 (*NOTE-TIME OF PERFORMANCE, NOTICE TO PROCEED ART) of the Contract Form. If it is necessary to extend the contract completion date, the Prime Contractor shall submit and application for Extension of Contract Completion Date to the Sponsor (City of Glen Cove). The Sponsor shall review the application and detailed explanation, then they will forward their recommendation to the NYSDOT Construction for their review and concurrence.

Q. Estimates

During the faithful performance of the work, the Engineer will make from time to time as conditions warrant, an estimate of the work performed and the amount due the Contractor. Thereupon the City will cause to be paid in legal money.

R. Pre-Construction Meeting

A Pre-Construction Meeting between the Sponsor, the Lowest Bid Prime Contractor and NYSDOT Construction is a prerequisite to starting field work.

S. Contract & Starting Time

The successful bidder will be required to execute the contract form of the City as approved by the Director of Public Works and City Council.
Work shall begin within ten days of the date of award notification.

T. Quantities

The City reserves the right to increase or decrease the quantities shown in the proposal.

U. Protection

The Contractor shall provide suitable barriers around excavations and furnish and maintain suitable flashing beacons, lights etc. at night as shall conform to requirements of the current edition of the State of New York, Department of Transportation, NYCRR Title 17, Volume B. Special attention is called to any requirements for construction signs. All responsibility for the entire work and accidents occurring therewith, shall rest with the Contractor until its completion and acceptance.

V. Comparison of Bids

All bids will be compared on the basis of the Engineer's estimate.

STATE LAWS**W. Foreign Contractors**

Foreign contractors must comply with the provisions of Article 9A and 16 of the Tax Law, as amended, prior to submission of the proposal for the performance of the work. The certificate of the New York State Tax Commissioner to the effect that all taxes have been paid by the foreign contractor shall be conclusive proof of the payment of taxes. The term "foreign contractor" as issued in this subdivision means in the case of an individual, a person who is a legal resident to another state or foreign country; in the case of a firm or co-partnership, one

having one or more partners who is a legal resident of another state or foreign country; and in the case of a foreign corporation, one organized under the laws of a state other than the State of New York.

X. Lien Law

Attention of all persons making proposals is specifically called to the provisions of Section 25, Subdivision 5 of the Lien Law, as amended, in relation to funds being received by a contractor for a public improvement declared to constitute trust funds in the hands of such contractor to be applied first to the payment of certain claims.

Within five (5) days after receipt from the City of Glen Cove Director of Public Works or his designee(s) of notice to begin work on the job, the Contractor will furnish to the Director of Public Works or his designee(s) written notice of the names of all sub-contractors to be employed on the job and the general items of the work to be done by them and shall also, to the extent indicated in the notice to begin work, furnish written notice of the names of suppliers of materials to be used on the job. The Director of Public Works or his designee(s) may disapprove for good cause any subcontractors or material supplier selected by the Contractor and shall give written notice of its disapproval, within five (5) days after receiving the names of the subcontractor of material suppliers, to the Contractor who shall thereupon promptly notify the Director of Public Works or his designee(s) of the name of the sub-contractor or material supplier selected in replacement which shall again be subject to approval by the Director of Public Works or his designee(s).

Y. Refusal to Waive Immunity

Pursuant to the provisions of Section 103-A of the General Municipal Law, in the event that the bidder, or any member, partner, director or officer of the bidder, should refuse, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or with any public department, agency or official of the State or any political subdivision thereof or a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation of any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and any all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, 1959 by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

Z. Labor Law

The Contractor and every sub-contractor performing work at the site of the project to which this contract relates shall comply with the applicable provisions of the Labor Laws, as amended, of the State of New York.

Occupational Safety and Health Administration (OSHA) Construction Safety and Health Course: Pursuant to Article 8, Section 220-H of the New York State Labor Laws, on all public works projects where the total cost of the work to be performed is in excess of \$250,000.00 all laborers, workers, and mechanics working on the site shall, prior to performing any work on the project, be certified as having successfully completed the OSHA 10-hour construction safety and health course. The City of Glen Cove will require proof of course completion for all laborers, workers, and mechanics employed by the contractors working on City of Glen Cove projects which meet this requirement.

Attention is called to certain other provisions of the New York State Labor Laws as set forth in Article 27 of the Contract Form (*NOTE- LABOR LAW ARTICLE), which are hereby referred to and made a part hereof.

In accordance with Article 8, Section 220-D of the New York State Labor Laws, the attached "Prevailing Wage Schedule for Article 8 Public Work Project" will apply.

This wage schedule shall form a part of the specifications for this contract and any person or corporation that willfully pays after entering into such a contract, less than this established wage schedule shall be guilty of a misdemeanor and upon conviction shall be punished for such first offense by a fine of five hundred (\$500.00) dollars or by imprisonment for not more than thirty (30) days or both fine and imprisonment; a second offense carries heavier penalties.

Article 8, Section 220 of the New York State Labor Law, as amended by Chapter 750 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, workmen and mechanics employed on public work projects including supplements for welfare, pension, vacation and other benefits. These supplements include hospital, surgical or medical insurance or benefits; life insurance or death benefits; accidental death or dismemberment insurance; and pension or retirement benefits. If the amount of supplements provided by the employers is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to the employees.

Article 8, Section 220 of the New York State Labor Law, as amended by Chapter 750 of the laws of 1956, also provides that the supplements to be provided to laborers, workmen and mechanics upon public work "...shall be in accordance with the prevailing practices in the locality...". The amount for supplements listed on the above schedule does not necessarily include all types of prevailing supplements in the locality, and a future determination of the Industrial Commissioner may require the Contractor to provide additional supplements.

The Contractor shall provide statutory benefits for disability benefits, workers compensation, unemployment insurance and social security.

If overtime is anticipated, Contractor shall file for Overtime Dispensation with the Department of Labor.

PROPOSAL

FOR THE PEDESTRIAN IMPROVEMENTS FOR GLEN COVE BUSINESS
IMPROVEMENT DISTRICT LOCATED IN CITY OF GLEN COVE, NASSAU COUNTY,
NEW YORK

made by

Name of Bidder: Macedo Contracting Services Inc.
(Individual, Firm or Corporation, as case may be)

IF BIDDER IS AN INDIVIDUAL, FILL IN THE FOLLOWING BLANKS:

Mailing Address: B

Place of Business: _____ Telephone: _____

Residence: _____ Telephone: _____

Email Address: _____

IF BIDDER IS A PARTNERSHIP, FILL IN NAME AND RESIDENCE OF PARTNERS:

Partner's Name	Residence
_____	_____
_____	_____

Telephone/Email: _____

IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the Laws of the State of: New York

Principal Place of Business: 685 Station Rd. Bellport, NY 11713

Company E-Mail: info@macedo inc.com

Company Phone: 631-698-1120

Name/Address/Phone & E-Mail of: manuel macedo,

President: manuel macedo, 39 Lawrence Dr. Nesconset, NY 11767

Secretary: " 516-852-4593 info@macedo inc.com

Treasurer: "

NOTE: The City of Glen Cove reserves the right to increase or decrease the quantities shown on the Proposal. Do not remove any pages from this book. It must be returned intact.

NAME OF BIDDER: ~~PROTEC~~ maliedo Contracting Services Inc.

The above named Bidder affirms and declares:

1. That said bidder is of lawful age and the only one interested in this bid; and that no person, partnership, or corporation other than hereinabove named has any interest in this bid, or in the contract proposed to be entered into.
2. That this bid is made without any understanding, agreement or connection with any other person, firm, or corporation making a bid for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud.
3. That said bidder is not in arrears to the County of Nassau or the City of Glen Cove upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligations to said County or City.
4. That he has carefully examined the site of the work, and that from his own investigations he has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, and all difficulties likely to be encountered, the kind and extent of equipment and other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.
5. The undersigned also declares that he has carefully examined and fully understands the Notice to Bidders, the Instructions to Bidders, Project Specifications, the Proposal and Contract Form and he hereby proposes to furnish all the materials, adequate equipment, incidentals and sufficient labor and supervision to progressively do all the work required within the time specified for the:

**PEDESTRIAN IMPROVEMENTS FOR GLEN COVE BUSINESS IMPROVEMENT
DISTRICT LOCATED IN CITY OF GLEN COVE, NASSAU COUNTY,
NEW YORK PIN 0761.38**

BID NO. 2020-015

and other incidental work included in this proposal, in accordance with the prices given below at his own proper cost and expense; and in a first class manner and in accordance with the Project Specifications, Notice to Bidders and Instructions to Bidders, all of which are a part of the contract to such extent as they relate to or govern the obligations herein proposed to be assumed and in accordance with the profiles, plans and specifications of the Engineer or such other drawings, detailed directions or instructions as he may from time to time give, at the following prices, viz;

**GLEN COVE PEDESTRIAN
IMPROVEMENTS - PIN 0761.38
CITY OF GLEN COVE**

Itemized Proposal for:

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION OF ITEM (Fill in Unit Price Written in Words)	UNIT BID PRICE		EXTENDED AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
203.02	110	CY, UNCLASSIFIED EXCAVATION AND DISPOSAL for <u>Deletions Safety</u> <u>110</u> Cents Dollars	150	00	16500	00
203.07	12	CY, SELECT GRANULAR FILL for <u>Footy Lane</u> <u>120</u> Cents Dollars	45	00	540	00
206.0201	58	CY, TRENCH AND CULVERT EXCAVATION for <u>One Hundred</u> <u>110</u> Cents Dollars	100	00	5800	00
207.21	265	SY, GEOTEXTILE FABRIC for <u>Base</u> <u>110</u> Cents Dollars	8	00	2120	00

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION OF ITEM (Fill in Unit Price Written in Words)	UNIT BID PRICE		EXTENDED AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
304.10119917	16	CY, SUBBASE COURSE - TYPE 1011-2 for <u>Seventy five</u> Dollars <u>NO</u> Cents <u>NO</u> /CY	75	00	1200	00
402.098104	80	TON, 9.5 F1 TOP COURSE HMA, 80 SERIES COMPACTION for <u>thirty five hundred fifty</u> Dollars <u>NO</u> Cents <u>NO</u> /Ton	350	00	28000	00
402.198904	26	TON, 19 F9 BINDER COURSE HMA, 80 SERIES COMPACTION for <u>four hundred</u> Dollars <u>NO</u> Cents <u>NO</u> /Ton	400	00	10400	00
407.0102	8	GAL, DILUTED TACK COAT for <u>twenty</u> Dollars <u>NO</u> Cents <u>NO</u> /Gal	20	00	160	00
490.30	620	SY, MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE for <u>two cents</u> Dollars <u>NO</u> Cents <u>NO</u> /SY	20	00	12400	00
520.05000010	300	LF, SAWCUTTING PCC AND COMPOSITE PAVEMENT for <u>twelve</u> Dollars <u>NO</u> Cents <u>NO</u> /LF	12	00	3600	00

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION OF ITEM (Fill in Unit Price Written in Words)	UNIT BID PRICE		EXTENDED AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
520.09000010	400	LF, SAW CUTTING ASPHALT CONCRETE for <u>Eight</u> Dollars <u>No</u> Cents /LF	8	00	3200	00
601.04010024	490	SY, AGGREGATE REINFORCED THERMOPLASTIC PAVEMENT SURFACE TREATMENT for <u>thirtythree</u> Dollars <u>No</u> Cents /SY	215	00	105350	00
603.6103	8	LF, REINFORCED CONCRETE PIPE, 18" DIAMETER for <u>One Hundred</u> Dollars <u>No</u> Cents /LF	100	00	800	00
604.501001	6	VLF, SPECIAL DRAINAGE STRUCTURE for <u>One Hundred</u> Dollars <u>No</u> Cents /LF	1000	00	6000	00
608.0101	15	CY, CONCRETE SIDEWALKS AND DRIVEWAYS for <u>Seven Hundred</u> Dollars <u>No</u> Cents /CY	700	00	10500	00
608.01050309	3	EA, CURB RAMP CONFIGURATION TYPE 3 for <u>Two Hundred</u> Dollars <u>No</u> Cents /EA	2000	00	6000	00

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION OF ITEM (Fill in Unit Price Written in Words)	UNIT BID PRICE		EXTENDED AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
608.01050809	1	EA, CURB RAMP CONFIGURATION TYPE 8 for <u>five thousand</u> <u>150</u> /EA Dollars Cents	2000	00	2000	00
608.01050909	3	EA, CURB RAMP CONFIGURATION TYPE 9 for <u>two thousand</u> <u>150</u> /EA Dollars Cents	2000	00	6000	00
608.01051109	11	EA, CURB RAMP CONFIGURATION TYPE 11 for <u>two thousand</u> <u>150</u> /EA Dollars Cents	2000	00	22000	00
608.03	260	SY, BRICK-PAVED SIDEWALKS AND DRIVEWAYS (SAND SETTING BED) for <u>two and five</u> <u>150</u> /SY Dollars Cents	25	00	6500	00
608.20	7	SY, SURFACE-APPLIED DETECTED WARNING UNITS for <u>three hundred seventy five</u> <u>150</u> /SY Dollars Cents	375	00	2625	00
608.21	3	SY, EMBEDDED DETECTABLE WARNING UNITS for <u>five hundred</u> <u>150</u> /SY Dollars Cents	500	00	1500	00

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION OF ITEM (Fill in Unit Price Written in Words)	UNIT BID PRICE		EXTENDED AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
609.0401	285	LF, CAST-IN-PLACE CONCRETE CURB TYPE VF150 for <u>Sixty Five</u> Dollars <u>150</u> Cents /LF	65	00	18525	00
610.1402	4	CY, TOPSOIL - ROADSIDE for <u>One Hundred</u> Dollars <u>100</u> Cents /CY	100	00	400	00
611.0452	10	EA, PLANTING DECIDUOUS SHRUBS - 3 FOOT HEIGHT/SPREAD CONTAINER OR BOX GROWN for <u>One Thousand</u> Dollars <u>100</u> Cents /EA	1000	00	10000	00
619.01	1	LS, BASIC WORK ZONE TRAFFIC CONTROL (5%) for <u>Sixteen Thousand</u> Dollars <u>160</u> Cents /LS	16000	00	16000	00
619.080101	2090	LF, REMOVE PAVEMENT MARKING STRIPES for <u>Two</u> Dollars <u>200</u> Cents /LF	2	00	4180	00
635.0103	4120	LF, CLEANING & PREPARATION OF PAVEMENT SURFACE - LINES for <u>One</u> Dollars <u>100</u> Cents /LF	1	00	4120	00

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION OF ITEM (Fill in Unit Price Written in Words)	UNIT BID PRICE		EXTENDED AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
625.01	1	LS, SURVEY OPERATIONS (3%) for <u>Four thousand</u> Dollars <u>NO</u> Cents /LS	4000	00	4000	00
645.81	3	EA, TYPE A SIGN POSTS for <u>Five hundred</u> Dollars <u>NO</u> Cents /EA	500	00	1500	00
647.31	3	EA, RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I for <u>Four hundred</u> Dollars <u>NO</u> Cents /EA	400	00	1200	00
647.61	3	EA, REMOVE AND DISPOSE SIGNS, GROUND MOUNTED TYPE A SIGN SUPPORTS AND FOUNDATIONS - SIZE 1 (< OR EQUAL TO 30 SF) for <u>One hundred thirty five</u> Dollars <u>NO</u> Cents /EA	125	00	375	00
655.05010010	3	EA, RESETTING EXISTING SANITARY SEWER MANHOLE CASTINGS for <u>Five hundred</u> Dollars <u>NO</u> Cents /EA	500	00	1500	00
656.01	560	LB, MISCELLANEOUS METALS for <u>One</u> Dollars <u>Seventy five</u> Cents /LB	1	75	980	00

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION OF ITEM (Fill in Unit Price Written in Words)	UNIT BID PRICE		EXTENDED AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
662.62000010	5	EA, RESETTING CASTINGS ON EXISTING UTILITY MANHOLES for <u>Four hundred Seventy five</u> Dollars <u>NO</u> Cents /EA	475	00	2375	00
663.33	6	EA, ADJUSTING EXISTING VALVE BOX ELEVATION for <u>Seventy five</u> Dollars <u>NO</u> Cents /EA	75	00	450	00
670.0104	3	EA, FOUNDATION FOR LIGHT STANDARDS for <u>Twelve hundred</u> Dollars <u>NO</u> Cents /EA	1200	00	3600	00
670.14480010	3	EA, RESETTING ELECTRIC PULLBOX COVERS AND FRAMES for <u>Four hundred</u> Dollars <u>NO</u> Cents /EA	400	00	1200	00
670.90	3	EA, RELOCATE LAMPPOST ASSEMBLY for <u>Two hundred fifty</u> Dollars <u>NO</u> Cents /EA	2500	00	7500	00
680.5111010	3	EA, SLIP RESISTANT SURFACE FOR CAST IRON PULLBOX COVERS for <u>One hundred fifty</u> Dollars <u>NO</u> Cents /EA	150	00	450	00

On acceptance of this proposal for said work, the undersigned does or do hereby bind himself or themselves to enter into a written contract with the said City of Glen Cove, not later than seven (7) business days from the date of award and in conformity with the Instructions to Bidders furnish the "security for the faithful performance" of the terms of the said contract and insurance as required, and to complete the work within 240 calendar days, after being directed by the Director of Public Works or his designee(s) to proceed.

In default of the performance of any of the conditions to be performed by the person or persons making this bid, the undersigned agrees that the certified check or bid bond which is herewith deposited with the City of Glen Cove, shall be paid and delivered to the City of Glen Cove, as liquidated damages for such default or fraud. The certified checks or bid bonds of all but the three (3) lowest bidders will be returned within three (3) days of the opening of bids; the certified check or bid bond of the successful bidder will be retained until the filing and approval of a construction and labor and material payment bond and until the completion of ten (10) percent of the work under the contract.

Legal name of person, firm or corporation making bid:

Name of Bidder: macedo Contracting Services Inc.

By:


Title: manuel macedo
president

Date:

12/15/20

NOTES:

1. Where a bidder is a partnership, the bid must be signed in the name of the partnership by a member of the partnership, who must sign his own name immediately thereunder, as: A. and B., by C. A., partner.
2. Where a bidder is a corporation, the bid must be signed in the name of the corporation by some duly authorized officer or agent thereof having knowledge of the matters stated in the bid, and such officer or agent shall also subscribe his own name, as: A. B. Company, by C. D., President; and the seal of the corporation must be affixed.
3. The bid must be sworn to by the person signing it, in one of the following forms:

FORM OF AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL:

STATE OF NEW YORK)

: ss.:

COUNTY OF)

_____ being duly sworn, says:
I am the person described in and who executed the foregoing bid and the several matters therein stated are in all respects true.

(Signature of person who signed bid)

Subscribed and sworn to
before me this _____
day of _____
20____

Notary Public

FORM OF AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP:

STATE OF NEW YORK)

: ss.:

COUNTY OF)

_____ being duly sworn, says:
I am a member of _____ the firm described in and
which executed the foregoing bid. I subscribed the name of the firm thereto on behalf of said firm, and the
several matters therein stated are in all respects true.

(Signature of person who signed bid)

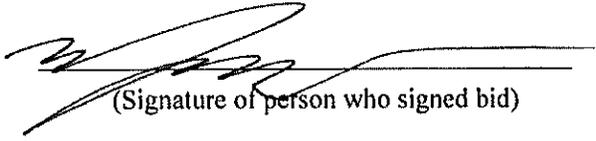
Subscribed and sworn to
before me this _____
day of _____
20____

Notary Public

FORM OF AFFIDAVIT WHERE BIDDER IS A CORPORATION

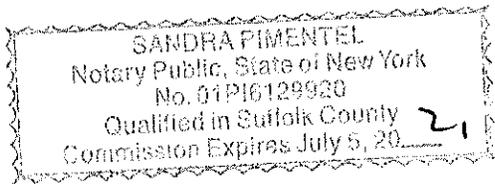
STATE OF NEW YORK)
)
) ss.:
COUNTY OF Suffolk)

manuel macedo being duly sworn, says:
I am the President of macedo Contracting Service, Inc. the above named corporation whose
name is subscribed to and which executed the foregoing bid. I reside at 39 Lawrence Dr. New Rochelle,
N.Y. in the State of
N.Y. I have knowledge of the several matters therein stated, and
they are in all respects true.


(Signature of person who signed bid)

Subscribed and sworn to
before me this 15
day of December
2020


Notary Public



NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

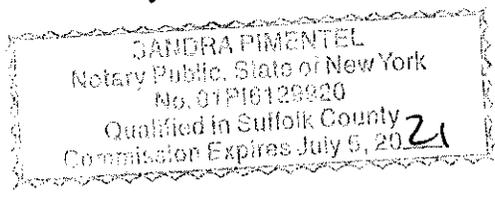
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Signature of Bidder: [Handwritten Signature]

Date: 12/15/21

Subscribed and sworn to
before me this 15
day of December
20 21

[Handwritten Signature]
Notary Public



CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

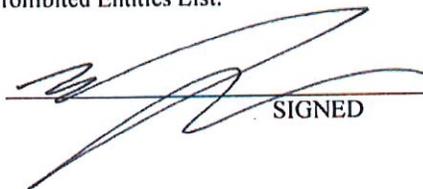
By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City receive information that a Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The City reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

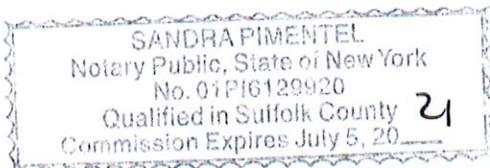
I, Manuel Macedo, being duly sworn, deposes and says that he/she is the President of the Macedo Contracting Services Inc. Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.


SIGNED

SWORN to before me this

15 day of December
2020

Notary Public: 



CONTRACTOR'S QUALIFICATION STATEMENT

The signatory of this questionnaire certifies under oath the truth and correctness of all statements and all answers to interrogatories made.

SUBMITTED TO: City of Glen Cove

SUBMITTED BY: Macedo Contracting Services Inc.

PRINCIPAL OFFICE: 685 Station Rd Bellport, NY 11713

Names and addresses of Owners, Corporate Officers, Partners, etc.

PRINCIPAL OFFICERS

TITLE	NAME	ADDRESS
President:	<u>manuel macedo</u>	<u>39 Lawrence Dr. Nesconset, NY 11769</u>
Vice President:	<u>"</u>	<u>"</u>
Secretary:	<u>"</u>	<u>"</u>
Treasurer:	<u>"</u>	<u>"</u>

The contractor is (check one of the following):

Sub-chapter "S" Corporation

Public Corporation

LLC

Partnership

Individually Owned Business

The Contractor's federal employer identification number is 81-3636143

DUNS Number _____

List stockholders. (Not required if publicly held, however, disclosure is required if more than 10% of the stock is held by one person.)

	NAME	ADDRESS
1.	manuel macedo	39 Lawrence Dr. Nesconset NY 11767 100%
2.		
3.		
4.		

Individual ownership or partnership (list all names and addresses)

	NAME	ADDRESS
1.	manuel macedo	39 Lawrence Dr. Nesconset NY 11767 100%
2.		
3.		
4.		

NOTE: Failure to supply above information prior to, or at bid opening will cause an informal bid that will be disqualified.

Persons or firms submitting bids must be engaged in the lines of work required in these specifications, or shall be able to refer to work of similar character performed by them. Proposers must present satisfactory evidence of experience, ability and financial standing, and also a statement as to their plant and machinery.

1. Your organization has been in business as a general contractor under its present business name for 9 years. under macedo Contracting Services Inc - 17 years under macedo construction Inc.
2. You normally perform 100 % of the work with your own forces.

List trades below:

3. Have you ever failed to complete any work awarded to you? NO.

If so, note where and why _____

4. List the major construction projects your organization has under construction as of this date.

Project and Owner	Engineer	Contact Person & Phone Number	Contract Amount	Percent Complete	Scheduled Completion
A. Town of Ossipee Cesar Munoz Parking lot Extension	Cameron Engineering	Paul Maggiore. 631-245-5468	439,275	90%	Dec. 2020
B. Town of Huntington. Woodhull Rd / Nassau Blvd.	Town of Huntington Engineering	Huntington Engineering. Nick J. ... 621-687-092	194,489	90%	Dec. 2020
C. Village of Minnetka New Adm. Bldg.	DTB Engineering	Irwin Contracting Sam Wright 576-779-0651	535,000	70%	Jan. 2021
D. Rocky fire Dept. New Bldg	Nelson + Pape	Kulka Robert Cimuhel 631-231-0990	325,000	90%	Jun 2021
E. Ridge Fire District. Company fire hall	Nelson + Pape	Brian Brooks. Commissioner 671-644-5523	635,500	90%	Jan 2021

5. List five major projects your organization has completed in the past five years, similar in scope and size that demonstrates your qualifications for this work.

Project and Owner	Engineer	Contact Person & Phone Number	Contract Amount	Date of Compl.	Work Done With Own Forces % of Work Trades
A. Seasons Elwood. Siterwork	Nelson/ Pipe	Nick Major, Engelbarmen 516-746-9600	1,186,800	Oct. 2019	100%
B. A Seat pharmaceutical	JMZ	Lmy Jush Jush 631-224-8844	1,925,000	Dec. 2017	100%
C. Seasons Elwood Building	Nelson/ Pipe	Engelbarmen Nick Major 516-746-9600	3,732,000	June 2019	100%
D. Peconic Medical Facility	Cameron Engineering	Engelbarmen Nick Major 516-746-9600	2,887,800	Nov. 2019	100%
E. Bristol at Mt. Sinai	H2M	Engelbarmen 516-746-9600	758,400	Feb 2020	100%

6. List the construction experience of the principal individuals of your organization (particularly the anticipated project supervisors).

Individual's Name	Present Position or Office	Years of Experience	Type of Work For Which Responsible	In What Capacity?
A. Manuel Macedo	owner.	20+	Supervises all projects	Full capacity
B. Kevin Degor	Supervisor	45+	Supervises all municipal work	Full capacity
C.				
D.				
E.				
F.				

7. Itemized List of Bidder's Major Plant and Equipment.

- A. (3) Bobcat 770
- B. (2) Bobcat E35
- C. (1) CAT 336 excavator.
- D. (1) Paver (2) Rollers.
- E. (1) Case excavator.
- F. (3) Komatsu Backhoe.
- G. (6) Payloaders.

8. Bank References.

- A. TD Bank Natalie Kriszta (631)-768-3704
- B. _____
- C. _____
- D. _____

9. Trade Association Membership.

- A. LI BI
- B. Merit Alliance
- C. _____
- D. _____

10. Attach state of financial conditions, including contractor's latest regulated dated financial statement or balance sheet. *★ will provide upon award of Bid.*

Date of current statement or balance sheet: 12/31/2019.

Name and address of firm preparing statement: Posner + Chasen, CPA LLC.

Dated at 5 pm This 15 Day of December 20 20.

Name of Organization: Macedo Contracting Services Inc.

By: *[Signature]* Combined financial Statement with Macedo construction Inc. some ownership 100%

Title: President

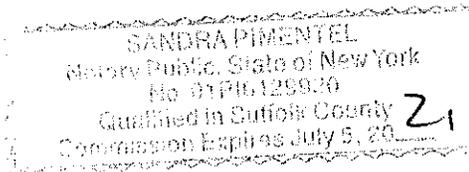
State of: New York.)
County of: Suffolk.)
:SS

M Manuel macedo being duly sworn deposes and says that he/she is the President of Macedo Contracting Services Inc. contractor and that answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this 15 day of December 20 20

Notary Public: *[Signature]*

My Commission expires: 7/5/20



THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

BID BOND

Macedo Contracting Services Inc, PO Box 64, Ronkonkoma, NY 11779

KNOW ALL MEN BY THESE PRESENTS, that we (Here insert full name and address or legal title of Contracted)

as Principal, hereinafter called the Principal, and

100 William Street, 5th Floor, New York, NY 10038

a corporation duly organized under the laws of the State of Delaware

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Glen Cove, 9 Glen Street, Glen Cove, NY 11542 (Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of ten percent of amount bid (10%) Dollars (\$ xxxx),

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executor, administrators, successors and assign, jointly and severally, firmly by these presents.

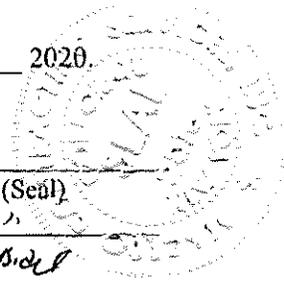
WHEREAS, the Principal has submitted a bid for Pedestrian Improv for Glen Cove Business Improv District (Here insert full name, and description of project)

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16 day of December 2020.

(Witness) [Signature]

(Principal) (Seal) [Signature] (Title) Manual Macedo, President



(Witness) [Signature]

Hudson Insurance Company (Surety) (Seal) (Title) Yannis Legakis, Attorney-In-Fact



AIA DOCUMENT A310 BID BOND AIA FEBRUARY 1970 ED THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

Individual Acknowledgment

State of _____

County of _____

On this _____ day of _____ 2019, before me personally came _____ to me known, and known to me to be the individual in and who executed the foregoing instrument, and acknowledged to me that he/she executed the same.

My commission expires _____

Notary Public

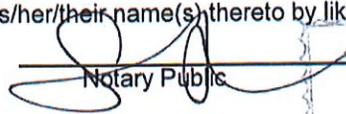
Corporation Acknowledgment

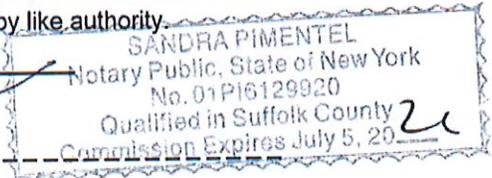
State of New York

County of Suffolk

On the **16th day of December, 2020** before me personally came Rogelio Macedo to me known; who being by me duly sworn, did depose and say that he resides in 39 Lawrence St Nassau that he is the President of Macedo Contracting Services Inc, the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

My commission expires 7/5/21


Notary Public



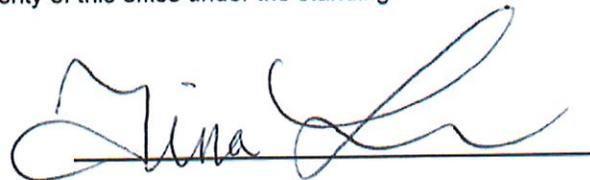
Surety Acknowledgment

State of **New York**

County of **Queens**

On the **16th day of December, 2020** personally came **Yannis Legakis** to me known, who being by me duly sworn did depose and say that he/she is an Attorney-In-Fact of **Hudson Insurance Company** in and which executed the above Instrument know(s) the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she/they signed the said instrument and affixed the said seal as Attorney-In-Fact by authority of the Board of Directors of said corporation and by authority of this office under the standing resolution thereof.

My commission expires _____


Notary Public

TINA LIBERATOS
NOTARY PUBLIC, STATE OF NEW YORK
REGISTRATION NO. 01LI6363878
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES AUGUST 28, 2021



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Yannis Legakis
of the state of New York

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 24th day of July, 20 20 at New York, New York.



Attest.....
Dina Daskalakis
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY
By.....
Michael P. Cifone
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 24th day of July, 20 20 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.



.....
Cameron Gourlay
CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Witness the hand of the undersigned and the seal of said Company this 16 day of December, 20 20

By.....
Dina Daskalakis
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY
SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2019

ASSETS

Bonds	\$	345,619,567
Real estate		0
Cash on hand and on deposit		111,338,436
Reinsurance Receivable		356,648,283
FIT recoverable (including net deferred tax asset)		16,352,414
Aggregate write-ins for other than invested assets		374,021,233
Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)		68,255,801
Stocks		254,859,465
Other Assets		<u>89,769,150</u>
Total Assets	\$	<u><u>1,616,864,349</u></u>

LIABILITIES & SURPLUS

Losses	\$	232,135,659
Loss adjustment expense		27,181,246
Other expenses		27,548,056
Unearned Premiums		113,141,748
Ceded reinsurance premiums payable		605,079,295
Payable to parent, subsidiaries and affiliates		4,826,344
Commissions payable, contingent commissions and other similar charges		22,657,806
Other Liabilities		<u>107,140,820</u>
Total Liabilities	\$	<u>1,139,710,974</u>
Preferred and Common capital stock	\$	7,500,238
Gross paid in and contributed surplus		293,480,097
Unassigned funds (surplus)		<u>176,173,040</u>
Surplus as regards policyholders	\$	<u>477,153,375</u>
Total Liabilities and Surplus	\$	<u><u>1,616,864,349</u></u>

STATE OF NEW YORK)
) ss:
 COUNTY OF NEW YORK)



I, the undersigned Senior Vice President and Controller of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2019.

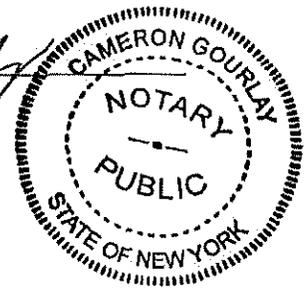
IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 24th day of MARCH, 2020.

Keith Brennan
 Keith M. Brennan
 Controller

Subscribed and sworn to before me this 24th day of MARCH, 2020.
 My commission expires

Cameron Gourlay

CAMERON GOURLAY
Notary Public, State of New York
 No. 01GO6372305
 Qualified in New York County
 Commission Expires June 4, 2022



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) ss:
COUNTY OF NEW YORK)



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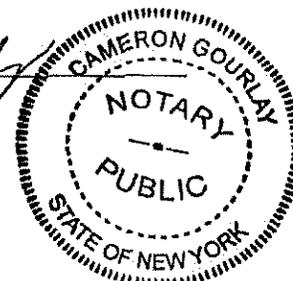
IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 24th day of March, 2020.

Keith Brennan
Keith M. Brennan
Controller

Subscribed and sworn to before me this 24th day of MARCH, 2020.
My commission expires

Cameron Gourlay

CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022



**Appendix D:
Notice to Bidders**

NOTICE TO BIDDERS
BID NO. 2020-015
PEDESTRIAN IMPROVEMENTS FOR GLEN COVE BUSINESS IMPROVEMENT DISTRICT

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

1.0 Introduction

1.1 Project Location

The Pedestrian Improvements for Glen Cove Business Improvement District is located on Bridge St., Glen St. and School St. within the Downtown Business District, Glen Cove, NY 11542. The City of Glen Cove (City) is located in Nassau County, New York.

1.2 Project Description

Pedestrian Improvement Project to construct, within the Downtown Business District, handicapped accessible improvements of curb ramps and crosswalks.

The project is comprised of ADA compliant curb ramps, and crosswalk improvements, all located on Bridge St., Glen St. and School St. within the Downtown Business District.

Please note that this City of Glen Cove construction contract is funded with Federal Highway Administration (FHWA) funds. Henceforth, in the case of a potential conflict with respect to binding clauses/procedures that maybe contained within, federal rules/procedures are supreme and will override any conflicting City of Glen Cove clause/procedures. In addition, this project will be constructed with current New York State Department of Transportation (NYSDOT) Standard Specifications (with current errata). In the case of a potential conflict with City of Glen Cove bidding requirements contained within, the NYSDOT specifications will apply.

1.3 Project Funding

The City has received funding for this project, entitled Pedestrian Improvements for Glen Cove Business Improvement District (PIN – 0761.38), under the Federal Highway Administration Transportation Alternatives Program (TAP) and Congestion Mitigation and Air Quality Improvement Program (CMAQ) as administered by the New York State Department of Transportation. The grant award totals \$323,000 allocated for construction costs. Grant administration for the project is managed by the Glen Cove Community Development Agency (CDA).

1.4 Project schedule

The selected bidder shall complete the project Scope of Work as indicated in the plans and specifications within 300 days of receiving written notice to proceed from the City.

2.0 Project Management and Coordination

2.1 Project Management and Coordination

The contractor shall coordinate with the City's Director of Public Works or his designee(s), Engineer, and the CDA on project management related decisions and for submission of project invoices for processing. All work is to be completed without affecting the day to day operations of the businesses within the project work limits.

2.2 Authorization to Do Business, Licenses and/or Certificates, Permits

The contractor shall be authorized to do business in the State of New York and shall possess and maintain all professional licenses and/or certificates required to perform the Scope of Work of this project in the City of Glen Cove. The Contractor shall obtain whatever approvals or documentation for the project that may be required by the City of Glen Cove Building Department and Nassau County Department of Public Works pertaining to traffic signal modifications.

3.0 Lowest Responsible Bidders

3.1 Lowest Responsible Bidder

This bid shall be awarded to the lowest responsible bidder.

4.0 DBE/EEO Policy

4.1 DBE/EEO Policy

Disadvantaged Business Enterprise (DBE) goal is ten percent (10%).
Equal Employment Opportunity (EEO) participation goals for Minority are 5.8%
Equal Employment Opportunity (EEO) participation goals for Women are 6.9%

4.2 Title VI/Nondiscrimination Policy

The City of Glen Cove, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US. C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises (DBEs), will be afforded full and fair opportunity to submit bids in response to this Invitation for Bidders and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

5.0 Requirements Related Invoicing

5.1 Invoices and Supporting Documentation for Expenses

The CDA is required to provide FHWA/NYS DOT invoices of project expenses and relevant supporting documentation pursuant to FHWA/NYS DOT reporting requirements for the subject project. The successful bidder shall provide the CDA invoices and supporting documentation of project expenses. The invoices and supporting documentation shall be prepared in the manner requested by the City, per Article 29 of the Contract Form.

5.2 Project Audit

FHWA/NYS DOT shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the City to assure that the City is in compliance with FHWA/NYS DOT requirements for the project.

6.0 Requests for Information & Pre-Bid Conference

6.1 Requests for Information

Bidders may submit a written Request for Information (RFI) until 4:00pm EST on December 3, 2020 on BidNet. **All questions must be posted on the BidNet platform.** The authorized contact person for this procurement is Yelena Quiles, Purchasing Agent of the City of Glen Cove. All contact with Ms. Quiles shall be made by e-mail to purchasing@glencoveny.gov Phone calls are not accepted. No oral requests for information, clarification or interpretation will be honored. Ms. Quiles will compile all responses which pertain specifically to this project and will distribute them to the BidNet list of registered proposers on or by December 10, 2020. The answers will also be posted on the BidNet website, <https://www.bidnetdirect.com/new-york/cityofglencove> as an addendum to City of Glen Cove BID No. 2020-015. The proposer shall be responsible to check the City of Glen Cove's BidNet site to check for any addendums issued for this procurement.

No contact with any City or funding agency personnel regarding this project is allowed until such time as an award has been made. Contact with personnel other than Ms. Quiles is grounds for elimination from the procurement process.

6.2 Pre-Bid Walk Through

A Pre-Bid Conference will be held by the City on November 23, 2020 at 9:00 a.m. in Glen Cove City Hall, Second Floor Conference Room, 9 Glen Street, Glen Cove NY 11542. Bidders shall RSVP to this conference by emailing Ms. Quiles at the address listed above by November 19, 2020. Each bidder may send no more than two (2) representatives to attend the pre-proposal conference.

7.0 Procurement Schedule

1. Release of Invitation for Bidders...	November 12, 2020
2. Deadline to RSVP for Pre-Bid Conference.....	November 19, 2020
3. Pre-Bid Walk-Through... ..	November 23, 2020
4. Requests for Information (RFIs) Submission Deadline.....	December 3, 2020
5. Anticipated City Response to RFIs... ..	December 10, 2020
6. Bid Submission Deadline (10:00 am).....	December 16, 2020
7. Bid Opening (11:00 am).....	December 16, 2020
8. Anticipated Date for Award of Contract.....	March 26, 2021

**Appendix E:
Instructions to Bidders**

INSTRUCTIONS TO BIDDERS

In connection with Pedestrian Improvements for Glen Cove Business Improvement District PIN – 0761.38, the City of Glen Cove, New York invites bids on the forms attached hereto, all blanks in which must be filled properly. Bids will be received by the Purchasing Agent of the City of Glen Cove at City Hall, 9 Glen Street, Glen Cove, N.Y. 11542 until 10:00 a.m. on December 16, 2020 and read at which time they will be publicly opened and read aloud at 11:00 a.m. and the contract awarded as soon thereafter as practicable. If the bid is sent through the mail or another delivery system, the sealed envelope should be enclosed in a separate envelope with the notation "Bid Enclosed" on the face of it. It is the sole responsibility of the bidder to see that his bid is received no later than December 16, 2020 at 10:00 a.m.

A. Bidding Documents

1. The term "Bidding Documents" includes the following:
 - a) Invitation for Bidders
 - b) Notice to Bidders
 - c) Instructions to Bidders
 - d) Proposal
 - i. Schedule of Bid Prices
 - ii. Non-Collusive Bidding Certification
 - iii. Certificate of Compliance with The Iran Divestment Act
 - iv. Contractor's Qualifications Statement
 - e) Project Specifications
 - f) Contract Form
 - g) Plans for Glen Cove Downtown Pedestrian Improvements
 - h) CHAPTER 12 – FEDERAL AID CONSTRUCTION CONTRACT REQUIREMENTS, Chapter 13 – FEDERAL AID CIVIL RIGHTS REQUIREMENTS, QUESTIONNAIRE – FORM CCA-2
 - i) Title VI/Non-Discrimination Assurances
 - j) Prevailing Wage Schedule for Article 8 Public Work Project
 - k) *Available online*
 - i. NYSDOT Standard Specifications - <https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us>
 - ii. NYSDOT Standard Sheets - <https://www.dot.ny.gov/main/business-center/engineering/cadd-info/drawings/standard-sheets-us>
2. Complete sets of Bidding Documents must be used in preparing bids. The City of Glen Cove does not assume any responsibility for errors or misrepresentations resulting from the use of incomplete sets of Bidding Documents.
3. The City of Glen Cove in making copies of the Bidding Documents available does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.
4. Failure to comply with any of the following instructions shall constitute cause for which the bid may be rejected.

B. Preparation of Proposals

1. In submitting a bid, only the proposal sheets as furnished are to be filled out but not detached from the contract form. In no case is the contract form to be filled out or signed by the bidder. All proposal sheets are to be enclosed in the bid submission with all blanks filled properly. The bid must be sworn to by the person signing it on the appropriate Proposal Affidavit form. The proposals for this work shall be enclosed in a sealed envelope bearing the name of the bidder, date of submission, and the name of the project, to wit: "PEDESTRIAN IMPROVEMENTS FOR GLEN COVE BUSINESS IMPROVEMENT DISTRICT PIN 0761.38- CONTRACT NO. 2020-015".
2. Each bid must have the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must be signed with the partnership name by one of the members of the partnership followed by the signature and designation of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or other officer authorized to bind it in the matter and the seal of the corporation placed thereon. The name of all persons signing shall also be typed or printed below the signature.
3. All bids shall be made on the "Schedule of Bid Prices" attached hereto, furnished by the Purchasing Agent, and shall remain attached hereto as one of the Bidding Documents. All blanks on the Schedule of Bid Prices must be completed in ink, in both words and figures with the unit and total sum for which the bid is made.
4. The bidder must state the price per unit for each separate item as called for in the specifications and/or schedules, and the extensions must be made and totaled. Items not bid should be marked "NO BID". In case of any discrepancy in the unit price or amount bid for any item in the proposal, the unit price as expressed in words shall govern.
5. Samples of any articles must be furnished when required, free of expense, and if such sample be not so furnished, or if it does not conform to the quality and character required by specifications, the bid will be rejected.
6. Whenever material, equipment or supplies are indicated in the specifications or schedules by catalog description, or by the trade mark, or trade name, or by the name of any particular patentee, manufacturer or dealer, such descriptions shall mean those indicated or any equal thereto, as shall be determined by the City, in all essential respects. The make or grade of the article on which a bid is submitted should be stated in the bid in every instance. When not stated, it will be understood to be the specific article named in the specifications or schedules. The bidder shall submit as an enclosed attachment to the Proposal a list of the materials included in his bid and the names of the materials' manufacturers. This attachment shall be considered and made part of the Proposal. All bids submitted must be on domestic products unless otherwise provided in the specifications.

The Purchasing Agent and/or the City Council reserves the right to reject any or all bids, to waive any informality in bids, to accept that bid which in his judgment best serves the

7. interests of the City, to award by items or as a whole, and, unless otherwise specified by the bidder, to accept any item in the bid, and not accept other items.
8. All bidders must also subscribe and affirm the statement of non-collusion attached hereto as required by Sec. 103d of the General Municipal Law.

C. Submission of Bids

The bidder shall submit 5 (five) hard copies of their bid and one (1) disc or flash drive containing a Portable Document Format (PDF) copy of the bid. Bidders are required to include their firm's last audited financial statements as an appendix to their bid. Only one print copy of the statements should be included and bound separately from print copies of the bid. Bidders shall submit one electronic PDF copy of the financial statements on the disc or flash drive submittal.

On or before the day and hour specified in the Invitation for Bidders, the person, firm or corporation making a bid shall deliver such bid to Yelena Quiles, Purchasing Agent for the City of Glen Cove, City Hall, 9 Glen Street, Glen Cove, New York 11542 via hand delivery, courier, or by certified mail. The bid shall be enclosed in an opaque sealed envelope addressed to the Purchasing Agent of the City of Glen Cove and marked on the outside with the name and address of the bidder, the date of its presentation, and the words "Bid for Pedestrian Improvements for Glen Cove Business Improvement District - PIN 0761.38.

If the bid is sent by certified mail, the sealed envelope shall be enclosed in a separate envelope with the words "BID ENCLOSED" marked on the face of it. It is the sole responsibility of the bidder to see that his bid is received no later than December 10, 2020 at 11:00am. Any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

D. Qualifications of Bidders

All bidders should have experience, ability, and be engaged in the lines of work required to fulfill the Scope of Work for this project, as detailed in and in accordance with the Project Specifications, and have necessary facilities and equipment. All bidders should be in good financial standing. No bid will be considered from any person who is in arrears to the City of Glen Cove, or who is in default as surety or otherwise upon any obligation to the City of Glen Cove, nor shall a bid be considered from any Contractor whose performance of any previous contract with the City of Glen Cove has been unsatisfactory in the opinion of the Council Members. Such a contractor whose performance has been unsatisfactory shall not be deemed a responsible bidder. No bid will be considered from any contractor, sub-contractor, and/or its successor listed on the New York State Department of Labor Bureau of Public Work Debarment List.

Forms for qualifications of the successful bidder giving evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work are included herein and must be filled in by all bidders submitting proposals provided and the three (3) lowest bidders shall be prepared to file said form properly filled in and sworn to the office of the Director of Public Works within seven (7) days after the opening of the bids.

Information contained in any statement of financial ability shall be not more than thirty (30) days old at the time of submission. If a financial statement is already on file with the Director of Public Works, a new one need not be submitted provided the information contained therein is not more than thirty days old at the time of the opening of bids and provided the Contractor submits verified representation that financial condition has not materially changed since submission of said statement.

E. Rejection of Bids

The City of Glen Cove Director of Public Works reserves the right to reject any bid if the evidence submitted in the qualification statement or by investigation of such bidder fails to satisfy the Director of Public Works that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. The Director of Public Works reserves the right to reject any or all bids if it is deemed in the best interest of the City, subject to approval of the City Council.

The City reserves the right to reject any proposal in which any of the bid prices are unbalanced to the potential detriment of the City, or contrary to the best interest of the City as determined by the Director of Public Works. An unbalanced bid is considered to be one containing lump sum or unit bid prices which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs which are anticipated for the performance of the work in question.

F. Conditions of Work

Bidders are cautioned not to submit proposals until after having inspected the site of the proposed improvement and having made themselves familiar with local conditions. The attention of persons intending to make proposals is specifically called to Section H of this document which debars a Contractor from pleading misunderstanding or deception because of estimates of quantities, character, location or other conditions surrounding same. Special attention is called to the notes on the plans or in the itemized proposal which are made a part of the contract and which may alter or revise the specifications.

G. Bid Security

The proposal shall be accompanied by a bid bond or certified check in an amount of no less than ten (10%) percent of the bid submitted, made payable to the City of Glen Cove, as assurance that the bid is made in good faith. Each bid shall contain all of the representations of fact required in said form. **The bid bond shall be submitted in a separate envelope addressed to the City in the same manner as the bid proposal and attached securely to the bid proposal envelope.** The certified checks or bid bonds of all but the three (3) lowest qualified bidders will be returned within three (3) days of the opening of the bids; the certified checks or bid bonds of the remaining unsuccessful bidders will be returned within forty-eight (48) hours after the execution of a contract between the City and the successful bidder; the certified check or bid bond of the successful bidder will be retained until the filing and approval of a construction bond per Section M of this document and until the completion of ten (10) percent of the work under the contract.

H. Examination of Bid Documents and Familiarity of Site

1. Before submitting a proposal, all bidders shall carefully examine the Bidding Documents, and are required to attend the Pre-Bid Walk Through as detailed in the attached "Notice to Bidders" document, as to become fully informed of conditions and limitations associated with fulfilling the requirements of this project.
2. No plea of ignorance of misunderstanding of conditions that exist or that may hereafter exist, estimates of quantities, character, location or other conditions surrounding same, or of conditions or difficulties that may be encountered in the execution of the work detailed in this Invitation for Bidders, as a result of failure to make the necessary examinations and investigations as may be expected of a reasonable prudent bidder, will be accepted as an excuse for any failure or omission on the part of a Contractor to fulfill in every detail all of the requirements of the Bidding Documents, or will be accepted as a basis for any claims whatsoever for extra compensation, or for an extension of time.

I. Withdrawal

1. Any bidder may withdraw his bid, either personally or by written request, if such request is received by the City of Glen Cove, prior to the scheduled closing time for receipt of bids.
2. All bids will remain subject to acceptance for forty-five (45) days after the day of the bid opening, but the City of Glen Cove may, in its sole discretion, release any prior to that date.
3. If, within three (3) days after bids are opened, and bidder files a duly signed, written notice with the City of Glen Cove and promptly thereafter demonstrates to the reasonable satisfaction of the City of Glen Cove that there was a material and substantial mistake in the preparation of his bid, as provided for in General Municipal Law 103, that bidder may withdraw his bid. Thereafter, that bidder will be disqualified from further bidding on the work to be provided under this project.

J. Multiple Bids

No person, firm or corporation shall be allowed to make more than one bid for the same work.

K. Insurance Required

The successful bidder will be required to procure and pay for the following types of insurance in accordance with the provisions of the Contract.

- a. Workers' Compensation
- b. Disability Benefits
- c. Public Liability and Property Damage
- d. Contingent Liability and Contingent Property Damage
- e. Protective Liability and Property Damage Insurance
- f. Automobile and Truck Insurance
- g. Comprehensive General Liability Insurance

L. Construction Terms and Conditions

The successful bidder is warned that the work specified in the Contract Form, together with the Instructions to Bidders, Proposal, Plans, Specifications, and instructions of the Director of Public Works, his duly authorized representative, or his Engineer will be rigidly enforced.

M. Security for Faithful Performance

The successful bidder shall execute a construction bond and a labor and material payment bond each equal to one hundred (100) percent of the amount of the bid, such bonds to be executed by a surety company acceptable to the City of Glen Cove; or bonds secured by collateral; or securities approved by the City of Glen Cove. The successful bidder upon failure to execute and deliver the bond required by the proposal within seven (7) days from the date of award, as specified in the Instructions to Bidders, shall forfeit to the City of Glen Cove as liquidated damages for such failure or refusal, the security deposited with this bid, and he will be liable for and he agrees to pay to the City of Glen Cove on demand the difference between the price bid and the price for which such contract shall subsequently be relet, including the cost of such reletting less the amount of such deposit. No plea or mistake in such accepted bid shall be available to the bidder for the recovery of his deposit or as a defense to any action upon the accepted bid.

After the approval of the bonds, execution of the contract, and after ten (10) percent of the work has been completed, the certified check or bid bond accompanying the proposal will be returned.

N. (Vacant)**O. Tax-Exempt Purchases**

While the City of the Glen Cove is a tax-exempt entity of the State of New York, purchases made for this project are not able to be tax-exempt, except equipment which results in a capital improvement to real property as defined by New York State Department of Taxation and Finance guidelines. All tax-exempt purchases of such equipment shall be at the discretion of the City of Glen Cove Controller.

P. Completion Time

Since the time limit is essential for and of the essence of this contract, said Contractor shall agree to complete all of the work stipulated under contract within 300 days of notice to proceed. Attention is called to the provisions of Article 6 (*NOTE-TIME OF PERFORMANCE, NOTICE TO PROCEED ART) of the Contract Form. If it is necessary to extend the contract completion date, the Prime Contractor shall submit an application for Extension of Contract Completion Date to the Sponsor (City of Glen Cove). The Sponsor shall review the application and detailed explanation, then they will forward their recommendation to the NYSDOT Construction for their review and concurrence.

Q. Estimates

During the faithful performance of the work, the Engineer will make from time to time as conditions warrant, an estimate of the work performed and the amount due the Contractor. Thereupon the City will cause to be paid in legal money.

R. Pre-Construction Meeting

A Pre-Construction Meeting between the Sponsor, the Lowest Bid Prime Contractor and NYSDOT Construction is a prerequisite to starting field work.

S. Contract & Starting Time

The successful bidder will be required to execute the contract form of the City as approved by the Director of Public Works and City Council.
Work shall begin within ten days of the date of award notification.

T. Quantities

The City reserves the right to increase or decrease the quantities shown in the proposal.

U. Protection

The Contractor shall provide suitable barriers around excavations and furnish and maintain suitable flashing beacons, lights etc. at night as shall conform to requirements of the current edition of the State of New York, Department of Transportation, NYCRR Title 17, Volume B. Special attention is called to any requirements for construction signs. All responsibility for the entire work and accidents occurring therewith, shall rest with the Contractor until its completion and acceptance.

V. Comparison of Bids

All bids will be compared on the basis of the Engineer's estimate.

STATE LAWS**W. Foreign Contractors**

Foreign contractors must comply with the provisions of Article 9A and 16 of the Tax Law, as amended, prior to submission of the proposal for the performance of the work. The certificate of the New York State Tax Commissioner to the effect that all taxes have been paid by the foreign contractor shall be conclusive proof of the payment of taxes. The term "foreign contractor" as issued in this subdivision means in the case of an individual, a person who is a legal resident to another state or foreign country; in the case of a firm or co-partnership, one

having one or more partners who is a legal resident of another state or foreign country; and in the case of a foreign corporation, one organized under the laws of a state other than the State of New York.

X. Lien Law

Attention of all persons making proposals is specifically called to the provisions of Section 25, Subdivision 5 of the Lien Law, as amended, in relation to funds being received by a contractor for a public improvement declared to constitute trust funds in the hands of such contractor to be applied first to the payment of certain claims.

Within five (5) days after receipt from the City of Glen Cove Director of Public Works or his designee(s) of notice to begin work on the job, the Contractor will furnish to the Director of Public Works or his designee(s) written notice of the names of all sub-contractors to be employed on the job and the general items of the work to be done by them and shall also, to the extent indicated in the notice to begin work, furnish written notice of the names of suppliers of materials to be used on the job. The Director of Public Works or his designee(s) may disapprove for good cause any subcontractors or material supplier selected by the Contractor and shall give written notice of its disapproval, within five (5) days after receiving the names of the subcontractor or material suppliers, to the Contractor who shall thereupon promptly notify the Director of Public Works or his designee(s) of the name of the sub-contractor or material supplier selected in replacement which shall again be subject to approval by the Director of Public Works or his designee(s).

Y. Refusal to Waive Immunity

Pursuant to the provisions of Section 103-A of the General Municipal Law, in the event that the bidder, or any member, partner, director or officer of the bidder, should refuse, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or with any public department, agency or official of the State or any political subdivision thereof or a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation of any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and any all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, 1959 by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

Z. Labor Law

The Contractor and every sub-contractor performing work at the site of the project to which this contract relates shall comply with the applicable provisions of the Labor Laws, as amended, of the State of New York.

Occupational Safety and Health Administration (OSHA) Construction Safety and Health Course: Pursuant to Article 8, Section 220-H of the New York State Labor Laws, on all public works projects where the total cost of the work to be performed is in excess of \$250,000.00 all laborers, workers, and mechanics working on the site shall, prior to performing any work on the project, be certified as having successfully completed the OSHA 10-hour construction safety and health course. The City of Glen Cove will require proof of course completion for all laborers, workers, and mechanics employed by the contractors working on City of Glen Cove projects which meet this requirement.

Attention is called to certain other provisions of the New York State Labor Laws as set forth in Article 27 of the Contract Form (*NOTE- LABOR LAW ARTICLE), which are hereby referred to and made a part hereof.

In accordance with Article 8, Section 220-D of the New York State Labor Laws, the attached "Prevailing Wage Schedule for Article 8 Public Work Project" will apply.

This wage schedule shall form a part of the specifications for this contract and any person or corporation that willfully pays after entering into such a contract, less than this established wage schedule shall be guilty of a misdemeanor and upon conviction shall be punished for such first offense by a fine of five hundred (\$500.00) dollars or by imprisonment for not more than thirty (30) days or both fine and imprisonment; a second offense carries heavier penalties.

Article 8, Section 220 of the New York State Labor Law, as amended by Chapter 750 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, workmen and mechanics employed on public work projects including supplements for welfare, pension, vacation and other benefits. These supplements include hospital, surgical or medical insurance or benefits; life insurance or death benefits; accidental death or dismemberment insurance; and pension or retirement benefits. If the amount of supplements provided by the employers is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to the employees.

Article 8, Section 220 of the New York State Labor Law, as amended by Chapter 750 of the laws of 1956, also provides that the supplements to be provided to laborers, workmen and mechanics upon public work "...shall be in accordance with the prevailing practices in the locality...". The amount for supplements listed on the above schedule does not necessarily include all types of prevailing supplements in the locality, and a future determination of the Industrial Commissioner may require the Contractor to provide additional supplements.

The Contractor shall provide statutory benefits for disability benefits, workers compensation, unemployment insurance and social security.

If overtime is anticipated, Contractor shall file for Overtime Dispensation with the Department of Labor.

Appendix F:
BLANK

**Appendix G:
City of Glen Cove Nondiscrimination and Affirmative
Action Policy**

City of Glen Cove Title VI Plan

Standard Title VI/Non-Discrimination Assurances
APPENDIX A

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

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

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

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

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

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

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

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

Standard Title VI/Non-Discrimination Assurances
APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

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

STATEMENT OF VENDOR QUALIFICATIONS

<u>BUSINESS ENTITY INFORMATION</u>				
<u>Legal Business Name</u> Macedo Contracting Services Inc		<u>EIN</u> 81-3636143		
<u>Address of the Principal Place of Business</u> (street, city, state, ZIP) P.O. BOX 64 Ronkonkoma, NY 11779		<u>New York State Vendor Identification Number</u>		
		<u>Telephone</u> 631-698-1120 ext.	<u>Fax</u> (631) 698-3032	
		<u>Website</u>		
<u>Authorized Contact for this Questionnaire</u>				
<u>Name</u> Sandra Pimentel		<u>Telephone</u> 631-698-1120 ext.		<u>Fax</u> 631-698-3032
<u>Title</u> Office Administrator		<u>Email</u> info@macedo inc.com		
<p>Please note: Persons or firms submitting bids must be engaged in the lines of work required in these specifications, or shall be able to refer to work of similar character performed by them. Proposers must present satisfactory evidence of experience, ability, and financial standing, and also a statement as to their plant and machinery.</p>				
<p>Additional <u>Business Entity Identities:</u> If applicable, list any other <u>DBA</u>, <u>Trade Name</u>, <u>Former Name</u>, <u>Other Identity</u>, or <u>EIN</u> used in the last five (5) years, the state and county where filed, and the status (active or inactive).</p>				
Type	Name	EIN	State or County where filed	Status
Other Entity	Macedo construction inc	20-01665467	New York	Active.
Other Entity	Edecem Concrete Supply Corp	84-2632194	New York	Active

I. BUSINESS CHARACTERISTICS

1.0 Business Entity Type – Check appropriate box and provide additional information:

a) <input type="checkbox"/> <u>Corporation</u>	Date of incorporation
b) <input type="checkbox"/> <u>Public Corporation</u>	Date of incorporation
c) <input checked="" type="checkbox"/> <u>Sub-chapter "S" Corporation</u>	Date of Incorporation 8/26/10
d) <input type="checkbox"/> <u>Limited Liability Company (LLC or PLLC)</u>	Date Organized
e) <input type="checkbox"/> <u>Limited Liability Partnership</u>	Date of Registration
f) <input type="checkbox"/> <u>Limited Partnership</u>	Date Established
g) <input type="checkbox"/> <u>General Partnership</u>	Date Established
h) <input type="checkbox"/> <u>Sole Proprietor</u>	How many years in business?
i) <input type="checkbox"/> <u>Other</u>	Date Established

If Other, explain:

The Contractor's federal employer identification number is: 81-3636143

DUNS Number: 084768268

1.1 Was the Business Entity formed in New York State? Yes No

If "No," indicate jurisdiction where the Business Entity was formed:

<input type="checkbox"/> United States	State	
<input type="checkbox"/> Other	Country	

1.2 If the Legal Business Entity's Principal Place of Business is not in New York State, does the Legal Business Entity maintain an office in New York State? Yes No
 N/A
 (Select N/A if Principal Place of Business is in New York State.)

If "Yes," provide the address and telephone number for one office located in New York State.

I. BUSINESS CHARACTERISTICS (continued)		
<p>1.3 Is the <u>Legal Business Entity</u> a New York State certified <u>Minority-Owned Business Enterprise (MBE)</u>, <u>Women-Owned Business Enterprise (WBE)</u>, <u>New York State Small Business (SB)</u>, or a federally certified <u>Disadvantaged Business Enterprise (DBE)</u>?</p> <p>If "Yes," check all that apply:</p> <p><input type="checkbox"/> New York State certified <u>Minority-Owned Business (MBE)</u></p> <p><input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise (WBE)</u></p> <p><input type="checkbox"/> <u>New York State Small Business (SB)</u></p> <p><input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise (DBE)</u></p>		<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>1.4 Identify <u>Officials</u> and <u>Principal Owners</u>, if applicable. For each person, include name, title, and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.</p>		
Name	Title	Percentage of Ownership (Enter 0% if not applicable)
Manuel Macedo	President	100%

2. LEADERSHIP INTEGRITY <i>Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute, or approve bids, proposals, contracts, or supporting documentation on behalf of the reporting entity with any government entity been:</i>	
2.0 Sanctioned relative to any business or professional permit and or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
2.1 Suspended, debarred, or disqualified from any <u>government-contracting process</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
2.2 The subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> that resulted in findings of civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
2.3 Indicted, granted immunity, or convicted of a felony or misdemeanor crime, or subject to a judgment for: <ul style="list-style-type: none"> a. Any business-related activity; or b. Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness? 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
For each "Yes" or "Other" explain:	

3. INTEGRITY – CONTRACT BIDDING	
<i>Within the past five (5) years, has the reporting entity:</i>	
3.0 Been <u>suspended</u> or <u>debarred</u> from any <u>government-contracting process</u> or been <u>disqualified</u> on any government procurement, permit, license, concession, franchise or lease, including but not limited to, <u>debarment</u> for violation of New York State Workers' Compensation or Prevailing Wage laws, or New York State Procurement Lobbying Law?	[] Yes [X] No
3.1 Been subject to a denial or revocation of a government prequalification?	[] Yes [X] No
3.2 Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by a <u>government entity</u> ?	[] Yes [X] No
3.3 Had a low bid rejected on a <u>government contract</u> for failure to <u>make good-faith efforts</u> on any <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or <u>Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative-action requirements</u> on a previously held contract?	[] Yes [X] No
3.4 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	[] Yes [X] No
3.5 Initiated a request to withdraw a bid submitted to a <u>government entity</u> in lieu of responding to an information request or subsequent to a formal request to appear before the <u>government entity</u> ?	[] Yes [X] No
For each "Yes" explain:	

4. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the reporting entity:

4.0 Been suspended or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?

[] Yes [X] No

4.1 Been subject to an administration proceeding or civil action seeking specific performance or restitution in connection with any government entity?

[] Yes [X] No

4.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity?

NO

For each "Yes," explain:

5. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the reporting entity:

5.0 Had a revocation, suspension, or disbarment of any business or professional permit and/or license?

[] Yes [X] No

5.1 Had a denial, decertification, revocation, or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise, or federal certification of Disadvantaged Business Enterprise status for other than change of ownership?

[] Yes [X] No

For each "Yes," explain and be sure to attach all relevant licenses and certifications related to this bid, regardless of whether or not there has a problem:

5.2 Does the Reporting Entity carry the following insurances:

- Workers Compensation
- Disability Benefits Insurance
- General Liability
- Comprehensive Automobile Liability

[X] Yes [] No

[] Yes [] No

[X] Yes [] No

[] Yes [] No

5.3 Attach any and all related insurance certificates appropriate to the services offered (i.e.: professional malpractice, workers compensation, property coverage, general liability, data breach, etc.) and/or as requested by the purchasing office.

6. LEGAL PROCEEDINGS

Within the past five (5) years, has the reporting entity:

6.0 Been the subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation?	[] Yes [X] No
6.1 Been the subject of an indictment, grant of immunity, <u>judgment</u> , or conviction (including entering into a plea bargain) for conduct constituting a crime?	[] Yes [X] No
6.2 Received an OSHA citation and Notification of Penalty containing a violation classified as <u>serious or willful</u> ?	[] Yes [X] No
6.3 Had a <u>government entity</u> find a willful prevailing-wage or supplemental-payment violation or any other willful violation of New York State Labor Law?	[] Yes [X] No
6.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any <u>government entity</u> involving a violation of federal, state, or local environmental laws?	[] Yes [X] No
6.5 Other than previously disclosed: a) Been subject to fines or penalties imposed by <u>government entities</u> , which in the aggregate total \$25,000 or more, or; b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>governmental entity</u> ?	[] Yes [X] No

For each "Yes," explain:

7. FINANCIAL AND ORGANIZATIONAL CAPACITY

<p>7.0 Within the past five (5) years has the <u>Reporting Entity</u> received any <u>formal unsatisfactory-performance assessment(s)</u> from any <u>government entity</u> on any contract?</p>	<p>[] Yes [X] No</p>
<p>If "Yes," provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</p>	
<p>7.1 Within the past five (5) years, has the <u>Reporting Entity</u> had any liquidated damages assessed over \$25,000?</p>	<p>[] Yes [X] No</p>
<p>If "Yes," provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed, and the current state of the issue(s). Provide answer below or attach additional sheets with numbered responses.</p>	
<p>7.2 Within the past five (5) years, have any <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$25,000 been filed against the <u>Reporting Entity</u> that remain undischarged?</p>	<p>[] Yes [X] No</p>
<p>If "Yes," provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's names(s), the amount of the lien(s), and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</p>	
<p>7.3 In the last seven (7) years, has the <u>Reporting Entity</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?</p>	<p>[] Yes [X] No</p>
<p>If "Yes," provide the bankruptcy chapter number, the court name, and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending," or "Closed." Provide answer below or attach additional sheets with numbered responses.</p>	

7. FINANCIAL AND ORGANIZATIONAL CAPACITY (continued)	
7.4 During the past three (3) years, has the <u>Reporting Entity</u> failed to file any tax returns required by federal, state, or local laws?	[] Yes [X] No
If "Yes," provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the <u>Reporting Entity</u> failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
7.5 During the past three (3) years, has the <u>Reporting Entity</u> failed to file any New York State unemployment insurance returns?	[] Yes [X] No
If "Yes," provide the years the <u>Reporting Entity</u> failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken, and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
7.6 During the past three (3) years, has the <u>Reporting Entity</u> had any <u>government audit(s) completed</u> ?	[] Yes [X] No
a) If "Yes," did any audit of the <u>Reporting Entity</u> identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contracts or grant agreements, significant abuse, or any <u>material disallowance</u> ?	[] Yes [] No
If "Yes," to 7.6 a), provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken, and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

8. ASSOCIATED ENTITIES

This section pertains to any entity(ies) that either control, or is controlled by, the reporting entity.

8.0 Does the Reporting Entity have any Associated Entities?
Note: All questions in this section must be answered if the Reporting Entity is either:
- An Organizational Unit; or
- The entire Legal Business Entity that controls, or is controlled by, any other entity(ies).
If "No," SKIP THE REMAINDER OF SECTION 8.

[] Yes No

8.1 Within the past five (5) years, has any Associated Entity Official or Principal Owner been charged with a misdemeanor or felony, been indicted, granted immunity, convicted of a crime, or subject to a judgment for:
a) Any business-related activity; or
b) Any crime, whether or not business related, the underlying conduct of which was related to truthfulness?

[] Yes No

If "Yes," provide an explanation of the issue(s), the individual involved, his/her role in the Associated Entity, his/her relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken, and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

8.2 Does any Associated Entity have any currently undischarged Federal, New York State, New York City, or other New York local government liens or judgments (not including UCC filings) over \$50,000?

[] Yes No

If "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

8. ASSOCIATED ENTITIES (continued)

8.3 Within the past five (5) years, has any Associated Entity:

<p>a) Been <u>disqualified, suspended, or debarred</u> from any <u>federal, New York State, New York City, or other New York local government- contracting process</u>?</p>	<p>[] Yes <input checked="" type="checkbox"/> No</p>
<p>b) Been denied a contract award, or had a bid rejected, based upon a <u>non-responsibility finding</u> by any <u>federal, New York State, New York City, or other New York local government entity</u>?</p>	<p>[] Yes <input checked="" type="checkbox"/> No</p>
<p>c) Been <u>suspended, cancelled, or terminated for cause</u> (including <u>non-responsibility</u>) on any <u>federal, New York State, New York City, or New York local government contract</u>?</p>	<p>[] Yes <input checked="" type="checkbox"/> No</p>
<p>d) Been the subject of an investigation, whether open or closed, by any <u>federal, New York State, New York City, or New York local government entity</u> for a civil or criminal violation with a penalty in excess of \$500,000?</p>	<p>[] Yes <input checked="" type="checkbox"/> No</p>
<p>e) Been the subject of an indictment, grant of immunity, <u>judgment</u>, or conviction (including entering into a plea bargain) for conduct constituting a crime?</p>	<p>[] Yes <input checked="" type="checkbox"/> No</p>
<p>f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>federal, New York State, New York City, or other New York local government entity</u>?</p>	<p>[] Yes <input checked="" type="checkbox"/> No</p>
<p>g) Initiated, or been subject of, any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?</p>	<p>[] Yes <input checked="" type="checkbox"/> No</p>

For each "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant date(s), the government entity involved, any remedial or corrective action(s) taken, and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9. REFERENCES AND PROFESSIONAL MEMBERSHIPS

9.0 Bank References

- A. TD Bank, Nattalie Krizstn, 631-768-3704
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____
- G. _____

9.1 Trade Association Memberships

- A. Merit Alliance Apprenticeship Program
315-802-1041
- B. _____
- C. _____
- D. _____

10. CERTIFICATION

10.0 Attach state of financial conditions, including vendor's latest regulated dated financial statement or balance sheet.

Date of current statement or balance sheet: 12/31/2020

Name and address of firm preparing statement: Posses + Chason, P.C.
100 Centre Dr. Rockville Centre NY

Dated at 11:30am This 26 Day of February 20 21

Name of Organization: Macario Contracting Services / Macario Construction

By: [Signature] Combining financial statement

Title: President

State of: New York)
:ss

County of: Suffolk)

M. Manuel Macario being duly sworn deposes and says that he/she is the President of Macario Contracting Services contractor and that

answers to the forgoing questions and all statements therein contained are true and correct.

Sworn to before me this 26 day of February 20 21

Notary Public: [Signature]

My Commission expires: 7/5/21

Notary Seal/Stamp

14 SANDRA PIMENTEL
Notary Public, State of New York
No. 01PI6129020
Qualified in Suffolk County
Commission Expires July 5, 2021

MACEDO CONSTRUCTION, INC. AND AFFILIATES

FINANCIAL STATEMENTS
(See Independent Accountants' Review Report)

DECEMBER 31, 2019

MACEDO CONSTRUCTION, INC. AND AFFILIATES

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors and Stockholder
Macedo Construction, Inc.
Macedo Contracting Services, Inc.
Odecam Concrete Supply Corp.
Bellport, New York

Report on Financial Statements

We have reviewed the accompanying financial statements of Macedo Construction, Inc., Macedo Contracting Services, Inc., and Odecam Concrete Supply Corp. which comprise the combining balance sheet as of December 31, 2019, and the related combining statements of income (operations) and retained and combining cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

POSSES & CHASAN, CPAs, PLLC

Rockville Centre, New York
May 27, 2020

MACEDO CONSTRUCTION, INC. AND AFFILIATES

COMBINING BALANCE SHEET

(See Independent Accountants' Review Report)

DECEMBER 31, 2019

ASSETS

	Total	Eliminations	Macedo Construction, Inc.	Macedo Contracting Services, Inc.	Odecam Concrete Supply Corp.
CURRENT ASSETS					
Cash	\$ 259,521		\$ 254,345	\$ 2,490	\$ 2,686
Accounts receivable					
Contracts	2,041,503		611,609	1,429,894	
Retainage	825,819		396,979	428,840	
Prepaid expenses	135,982		135,882		100
Prepaid income taxes	2,908		2,908		
Due from affiliates	93,098	\$ (422,260)	461,511	53,847	
Total Current Assets	3,358,831	(422,260)	1,863,234	1,915,071	2,786
PROPERTY AND EQUIPMENT, at cost, less accumulated depreciation	1,889,441		1,508,101	290,674	90,666
SECURITY DEPOSIT	1,995		1,995		
	<u>\$ 5,250,267</u>	<u>\$ (422,260)</u>	<u>\$ 3,373,330</u>	<u>\$ 2,205,745</u>	<u>\$ 93,452</u>

See notes to financial statements.

MACEDO CONSTRUCTION, INC. AND AFFILIATES

COMBINING BALANCE SHEET

(See Independent Accountants' Review Report)

DECEMBER 31, 2019

LIABILITIES AND STOCKHOLDER'S EQUITY

	Total	Eliminations	Macedo Construction, Inc.	Macedo Contracting Services, Inc.	Odecam Concrete Supply Corp.
CURRENT LIABILITIES					
Current maturities of long term debt	\$ 324,353		\$ 324,353		
Accounts payable	629,850		250,498	\$ 361,642	\$ 17,710
Accrued expenses	72,608		48,501	23,202	905
Billings in excess of costs and estimated earnings on uncompleted contracts	329,032		24,498	304,534	
Income taxes payable - current	150				150
Due to affiliates		\$ (422,260)		368,413	53,847
Total Current Liabilities	1,355,993	(422,260)	647,850	1,057,791	72,612
LONG-TERM LIABILITY					
Long-term debt, less current maturities	354,136		354,136		
COMMITMENTS AND CONTINGENCIES					
STOCKHOLDER'S EQUITY					
Common stock	1,200		1,000	100	100
Additional paid-in capital	100,000		100,000		
Retained earnings	3,438,938		2,270,344	1,147,854	20,740
Total Stockholder's Equity	3,540,138		2,371,344	1,147,954	20,840
	\$ 5,250,267	\$ (422,260)	\$ 3,373,530	\$ 2,205,745	\$ 93,452

See notes to financial statements.

MACEDO CONSTRUCTION, INC. AND AFFILIATES

COMBINING STATEMENT OF INCOME (OPERATIONS) AND RETAINED EARNINGS
(See Independent Accountants' Review Report)

YEAR ENDED DECEMBER 31, 2019

	Total	Eliminations	Macedo Construction, Inc.	Macedo Contracting Services, Inc.	Odecam Concrete Supply Corp.
REVENUE	\$ 9,734,597		\$ 3,965,528	\$ 5,513,769	\$ 255,300
COST OF OPERATIONS	<u>8,182,227</u>		<u>3,662,429</u>	<u>4,287,383</u>	<u>232,415</u>
GROSS PROFIT	1,552,370		303,099	1,226,386	22,885
GENERAL AND ADMINISTRATIVE EXPENSES	<u>755,441</u>		<u>437,521</u>	<u>315,925</u>	<u>1,995</u>
INCOME (LOSS) BEFORE OTHER EXPENSE AND PROVISION FOR INCOME TAXES	796,929		(134,422)	910,461	20,890
OTHER EXPENSE					
Bad debt expense	110,206		85,206	25,000	
Interest expense	<u>63,615</u>		<u>62,239</u>	<u>1,376</u>	
TOTAL OTHER EXPENSE	173,821		147,445	26,376	
INCOME (LOSS) BEFORE PROVISION FOR INCOME TAXES	623,108		(281,867)	884,085	20,890
PROVISION FOR INCOME TAXES	<u>4,150</u>		<u>3,000</u>	<u>1,000</u>	<u>150</u>
NET INCOME (LOSS)	618,958		(284,867)	883,085	20,740
RETAINED EARNINGS					
Beginning of year	3,032,006		2,675,369	356,637	
Distributions	<u>212,026</u>		<u>120,158</u>	<u>91,868</u>	
End of year	<u>\$ 3,438,938</u>		<u>\$ 2,270,344</u>	<u>\$ 1,147,854</u>	<u>\$ 20,740</u>

See notes to financial statements.

MACEDO CONSTRUCTION, INC. AND AFFILIATES

COMBINING STATEMENT OF CASH FLOWS
(See Independent Accountants' Review Report)

YEAR ENDED DECEMBER 31, 2019

	Total	Eliminations	Macedo Construction, Inc.	Macedo Contracting Services, Inc.	Odecam Concrete Supply Corp.
CASH FLOWS FROM OPERATING ACTIVITIES					
Cash received from customers	\$ 10,281,162	\$ (368,413)	\$ 5,803,660	\$ 4,590,615	\$ 255,300
Cash paid to suppliers	(8,767,550)	368,413	(4,361,158)	(4,563,782)	(211,023)
Income taxes paid	(10,250)		(8,250)	(2,000)	
Interest paid	(63,615)		(62,239)	(1,376)	
Net cash provided by operating activities	1,439,747		1,372,013	23,457	44,277
CASH FLOWS FROM INVESTING ACTIVITIES					
Capital expenditures	(477,807)		(149,508)	(232,861)	(95,438)
Due from affiliate	(93,098)	422,260	(461,511)	(53,847)	
Net cash used in investing activities	(570,905)	422,260	(611,019)	(286,708)	(95,438)
CASH FLOWS FROM FINANCING ACTIVITIES					
Repayment of note payable - bank	(270,000)		(270,000)		
Repayment of long-term debt	(357,601)		(357,601)		
Due to affiliate	(24,920)	(422,260)		368,413	53,847
Due to stockholder	(212,026)		(120,158)	(24,920)	
Distributions				(91,868)	
Net cash used in financing activities	(864,547)	(422,260)	(747,759)	251,625	53,847
NET INCREASE IN CASH	4,295		13,235	(11,626)	2,686
CASH					
Beginning of year	255,226		241,110	14,116	
End of year	\$ 259,521		\$ 254,345	\$ 2,490	\$ 2,686

See notes to financial statements.

MACEDO CONSTRUCTION, INC. AND AFFILIATES

COMBINING STATEMENT OF CASH FLOWS

(See Independent Accountants' Review Report)

YEAR ENDED DECEMBER 31, 2019

	Total	Eliminations	Macedo Construction, Inc.	Macedo Contracting Services, Inc.	Odecam Concrete Supply Corp.
CASH FLOWS FROM OPERATING ACTIVITIES					
Net Income (Loss)	\$ 618,958		\$ (284,867)	\$ 883,085	20,740
ADJUSTMENTS TO RECONCILE NET INCOME (LOSS) TO NET CASH PROVIDED BY OPERATING ACTIVITIES					
Depreciation	617,026		592,822	19,432	4,772
Bad debt expense	110,206		85,206	25,000	
Changes in assets and liabilities					
Accounts receivable					
Costs and estimated earnings in excess of billings	125,839		1,654,326	(1,528,487)	
on uncompleted contracts					
Deferred costs	468,587		167,788	300,799	
Prepaid income taxes	27,845		27,845		
Prepaid expenses	(6,158)		(5,158)	(1,000)	
Accounts payable	107,795		107,795		
Accrued expenses	(788,412)		(813,266)	7,144	17,710
Billings in excess of costs and estimated earnings on uncompleted contracts	(162,641)		(176,496)	12,950	905
Income taxes payable - current	320,552		16,018	304,534	
	<u>150</u>				<u>150</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	\$ 1,439,747		\$ 1,372,013	\$ 23,457	\$ 44,277

See notes to financial statements.

MACEDO CONSTRUCTION, INC. AND AFFILIATES

NOTES TO FINANCIAL STATEMENTS (See Independent Accountants' Review Report)

DECEMBER 31, 2019

1. Organization

Macedo Construction, Inc. (MCI), Macedo Contracting Services, Inc. (MCI), and Odecam Concrete Supply Corp. (OCS) were incorporated in the State of New York in January 2004, August 2016, and August 2019 respectively. MCI and MSI are engaged as concrete contractors specializing in foundation installation for commercial and residential projects in the New York Metropolitan area. OCS operates as a concrete supplier.

2. Summary of Significant Accounting Policies

Principles of Combination

The accompanying combining financial statements present the financial statements of Macedo Construction, Inc. and its affiliates Macedo Contracting Services, Inc and Odecam Concrete Supply Corp. all of which are under common control. All inter-company transactions and accounts have been eliminated in combination.

Adoption of New Accounting Standards

Accounting Standards Update 2014-09, Revenue from Contracts with Customers, codified as ASC Topic 606. On January 1, 2019, the Companies adopted ASC Topic 606 and the related amendments ("ASC 606") using the modified retrospective method of transition applied to those contracts which were not completed as of December 31, 2018. Results for operating periods beginning after January 1, 2019 are presented under ASC 606. See the Companies' Revenue Recognition policy included below for a description of the accounting policies resulting from adoption of ASC 606.

The Companies evaluated the cumulative effect of initially applying ASC 606 as an adjustment to retained earnings in the balance sheet as of January 1, 2019. The impacts of adoption were primarily related to: (1) analysis of pre-job costs and amortization of those costs over the expected life of the contract, (2) uninstalled materials as of the reporting date (3) separating certain contracts and subsequent contract change orders previously considered one deliverable into multiple performance obligations.

The Companies evaluated the effect of initially applying ASC 606 to the balance sheet as of January 1, 2019. The impacts of adoption were primarily related to: (1) reclassification of amounts between "Accounts receivable, net of allowance for doubtful accounts" and "Contract assets" based on whether an unconditional right to consideration has been established or not, (2) the deferral of costs incurred and payments received to fulfill a contract which were previously recorded in income in the period incurred or received but under the new standard will generally be capitalized and amortized over the period of contract performance, (3) reclassification of amounts between "Accounts payable and accrued expenses" and "Contract liabilities" based on whether vendors have unconditional right to consideration has been established or not.

MACEDO CONSTRUCTION, INC. AND AFFILIATES

NOTES TO FINANCIAL STATEMENTS
(See Independent Accountants' Review Report)

DECEMBER 31, 2019

2. Summary of Significant Accounting Policies (Continued)

Adoption of New Accounting Standards (Continued)

The Companies have concluded that the cumulative effects of applying ASC 606 to the balance sheet and retained earnings as of January 1, 2019 were immaterial. As such, no adjustments have been included in the balance sheet or retained earnings as of January 1, 2019.

Revenue and Cost Recognition

Revenue on contracts is primarily recognized over time, typically between one and two years, using the cost-to-cost input measure (e.g., costs incurred to date relative to total estimated costs at completion) to measure progress because it best depicts the transfer of assets to the customer which occurs as the Companies incur costs on the contracts.

Contract costs include all direct material, labor, benefits, subcontractor costs and indirect costs related to contract performance. General and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined.

Revenue is measured based on the amount of consideration specified in the contract with an authority. Revenue is recognized when and as performance obligations under the terms of the contract are satisfied which generally occurs with the transfer of control of the goods or services to the authority. To determine the proper revenue recognition method for contracts, the Companies evaluate whether two or more contracts should be combined and accounted for as one single contract and whether the combined or single contract, including subsequent change orders to that contract, should be accounted for as more than one performance obligation. This evaluation requires significant judgement and the decision to combine a group of contracts or separate a combined or single contract, including subsequent change orders, into multiple performance obligations could change the amount of revenue and profit recorded in a given period. Contracts are considered to have a single performance obligation if the promise to transfer the individual goods or services is not separately identifiable from other promises in the contracts, which is mainly because the Companies provide a significant service of integrating a complex set of tasks and components into a single project or capability. Contracts that cover multiple phases of the product lifecycle (development, construction and maintenance & support) are typically considered to have multiple performance obligations even when they are part of a single contract.

For contracts with multiple performance obligations, the Companies allocate the transaction price to each performance obligation using its best estimate of the standalone selling price of each distinct good or service in the contract.

In cases where the Companies do not provide the distinct good or service on a standalone basis, the primary method used to estimate standalone selling price is the expected cost plus a margin approach, under which the Companies forecasts its expected costs of satisfying a performance obligation and then add an appropriate margin for that distinct good or service.

MACEDO CONSTRUCTION, INC. AND AFFILIATES

NOTES TO FINANCIAL STATEMENTS
(See Independent Accountants' Review Report)

DECEMBER 31, 2019

2. Summary of Significant Accounting Policies (Continued)

Revenue and Cost Recognition (Continued)

Due to the nature of the work required to be performed on many of the Companies' performance obligations, the estimation of total revenue and cost at completion is complex, subject to many variables and requires significant judgment.

As a significant change in one or more of these estimates could affect the profitability of its contracts, the Companies review and update contract-related estimates regularly through a companywide disciplined project review process in which management reviews the progress and execution of its performance obligations and the estimated costs at completion. As part of this process, management reviews information including, but not limited to, any outstanding key contract matters, progress towards completion and the related project schedule and the changes in estimates of revenues and costs. Management must make assumptions and estimates regarding labor productivity and availability, the complexity of the work to be performed, the cost and availability of materials, the performance of subcontractors, and the availability and timing of funding from the customer, among other variables.

The Companies recognizes adjustments in estimated profit on contracts under the cumulative catch-up method. Under this method, the impact of the adjustment on profit recorded to date is recognized in the period the adjustment is identified. Revenue and profit in future periods of contract performance is recognized using the adjusted estimate. If at any time the estimate of contract profitability indicates an anticipated loss on the contract, the Companies recognize the total loss in the period it is identified.

Contracts are often modified to account for changes in contract specifications and requirements. The Companies consider contract modifications (change orders) to exist when the modification either creates new or changes the existing enforceable rights and obligations. Most of the Companies' change orders are for goods or services that are not distinct from existing contracts due to the significant integration provided in the context of the contract and are accounted for as if they were part of the original contract. The effect of a change order on the transaction price and the Companies' measure of progress for the performance obligation to which it relates, is recognized as an adjustment to revenue (either as an increase in or a reduction of revenue) on a cumulative catch-up basis.

The Companies account for change orders as a separate contract when the modification results in the promise to deliver additional goods or services that are distinct and the increase in price of the contract is for the same amount as the stand-alone selling price of the additional goods or services included in the change order. The Companies estimate variable consideration at the most likely amount to which it expects to be entitled. Any variable consideration is included in the transaction price to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur once the uncertainty associated with the variable consideration is resolved.

MACEDO CONSTRUCTION, INC. AND AFFILIATES

NOTES TO FINANCIAL STATEMENTS
(See Independent Accountants' Review Report)

DECEMBER 31, 2019

2. Summary of Significant Accounting Policies (Continued)

Revenue and Cost Recognition (Continued)

The Companies' estimates of variable consideration and determination of whether to include such amounts in the transaction price are based largely on its assessment of legal enforceability, performance and any other information (historical, current, and forecasted) that is reasonably available.

The Companies allocate variable consideration entirely to a performance obligation or to a distinct good or service within a performance obligation if it relates specifically to its efforts to satisfy the performance obligation or transfer the distinct good or service, and the allocation depicts the amount of consideration to which it expects to be entitled.

Some contracts have schedule dates and performance obligations that, if not met, could subject the Companies to penalties for liquidated damages. These generally relate to specified activities that must be completed by a set of contractual date or by achievement of a specified level of output or throughout. Each contract defines the conditions under which a customer may make a claim for liquidated damages. However, in some instances, liquidated damages are not asserted by the customer, but the potential to do so is used in negotiating or settling claims and closing out the contract. Any accrued liquidated damages are recognized as a reduction in revenues in its consolidated statement of income. At December 31, 2019, the Companies did not have any accrued liquidated damages.

Contract Assets and Liabilities

Billing practices are governed by the contract terms of each project based upon costs incurred, achievement of milestones or pre-agreed schedules. Billings do not necessarily correlate with revenue recognized using the cost-to-cost method of revenue recognition.

Contract assets include "Costs and estimated earnings in excess of billings on uncompleted contracts," which represents revenues recognized in excess of amounts billed and the right to payment is conditional. Also included in contract assets is "retainage", which represents the amounts withheld from billings by the customer pursuant to provisions in the contracts, which may not be paid to the Companies until the completion of specific tasks or the completion of the project. Retainage may also be subject to restrictive conditions such as performance guarantees.

Retainage is classified as short term and/or long term based on the timing of when the Companies have the unconditional right to reclassify as a contract receivable. Retainage that is classified as short term is expected to be approved by the customer and become collectable within twelve months of the date of the financial statements.

MACEDO CONSTRUCTION, INC. AND AFFILIATES

NOTES TO FINANCIAL STATEMENTS
(See Independent Accountants' Review Report)

DECEMBER 31, 2019

2. Summary of Significant Accounting Policies (Continued)

Contract Assets and Liabilities (Continued)

Contract liabilities include "Billings in excess of costs and estimated earnings on uncompleted contracts," which represents billings in excess of revenues recognized. Also included in contract liabilities is "retainage", which represents the amounts withheld from billings by the subcontractor pursuant to provisions in the contracts, which may not be paid to the subcontractor until the completion of specific tasks or the completion of the project. Retainage may also be subject to restrictive conditions such as performance guarantees. Retainage is classified as short term and/or long term based on the timing of when the subcontractor has the unconditional right to request payment. Retainage that is classified as short term is expected to be approved by the vendor and become payable within twelve months of the date of the financial statements. Retainage classified as long term are not expected to be approved and released into accounts payable within the next twelve months of the financial statements.

Contract assets and liabilities are reported in a net position on a contract-by-contract basis at the end of each reporting period. The Companies classify contract assets and liabilities as current or noncurrent based on the timing of when the Companies expect to recognize revenue or when the Companies have the unconditional rights to consideration.

Cash

The Companies maintain its cash balance at one bank. The account is insured by the Federal Deposit Insurance Corporation up to an aggregate of \$250,000.

For purposes of the statement of cash flows the Companies consider all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed over the estimated useful lives of the respective assets, using the straight-line method for financial reporting purposes and accelerated methods for income taxes purposes. It is charged to cost of operations if related to contracting activities, otherwise, it is charged to general and administrative expenses.

Income Taxes

The Companies accounts for income taxes using FASB ASC 740, "Income Taxes" ("FASB ASC 740"). Under FASB ASC 740, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled.

MACEDO CONSTRUCTION, INC. AND AFFILIATES

NOTES TO FINANCIAL STATEMENTS
(See Independent Accountants' Review Report)

DECEMBER 31, 2019

2. Summary of Significant Accounting Policies (Continued)

Income Taxes (Continued)

Under FASB ASC 740, the effect on the deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. The Companies record a valuation allowance against deferred tax assets as deemed necessary.

The applicable accounting standards for uncertain tax positions state that a tax benefit arising from an uncertain tax position can only be recognized for financial reporting purposes if, and to the extent that, its position is more likely than not to be sustained in an audit by the applicable taxing authority.

The stockholder has elected that the Companies be treated as an "S" Corporation for Federal and New York State tax purposes. Accordingly, no provision has been made for these taxes.

MCI and MCS are no longer subject to income tax examination by taxing authorities for years prior to 2016.

Use of Accounting Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Credit Risk

MCI and MCS undertake construction projects for various commercial and residential customers. Accordingly, the Companies issue credit under binding contracts to these entities. Under the Uniform Commercial Code, the Companies' accounts receivable may be secured by placing mechanics liens on the projects.

Variable Interest Entities

The Companies adopted Accounting Standards Update (ASU) No. 2015-02, "Consolidation (Topic 810)": *Amendments to the Consolidation Analysis*. ASU No. 2015-02 amends the consolidation guidance applicable to variable interest entities ("VIEs") and requires additional disclosures concerning an enterprise's continuing involvement with VIEs. Under certain criteria as provided for in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 810, "Consolidation," the Companies may consolidate a partially-owned affiliate.

MACEDO CONSTRUCTION, INC. AND AFFILIATES

NOTES TO FINANCIAL STATEMENTS
(See Independent Accountants' Review Report)

DECEMBER 31, 2019

2. Summary of Significant Accounting Policies (Continued)

Variable Interest Entities (Continued)

To determine whether to consolidate a partially owned affiliate, the Companies first determines if the entity is a VIE. A legal entity is a VIE if any of the following conditions exist:

- a) The investment at risk is not sufficient to finance the activities of the entity without additional subordinated financial support provided by any parties.
- b) As a group, the holders of the equity investment at risk lack any of the following characteristics of a controlling financial interest:
 - 1) The power to direct the activities of a legal entity would most significantly impact the entity's economic performance:
 - i) For legal entities other than limited partnerships, investors lack that power through voting or similar rights if no owners hold voting rights or similar rights (such as those of a common stockholder in a corporation)
 - 2) The obligation to absorb the expected losses of the legal entity.
 - 3) The right to receive the expected residual returns of the legal entity.
- c) The equity investors' voting rights are not proportional to the economics, and substantially all of the activities of the entity either involve or are conducted on behalf of an investor that has disproportionately few voting rights.

If the Companies meet one of the aforementioned characteristics, the Companies then determines if it is the primary beneficiary of the VIE. The party with the power to direct activities of the VIE that most significantly impact the VIE's economic performance and potential to absorb benefits or losses that could be significant to the VIE is considered the primary beneficiary and consolidates the VIE.

The Companies evaluated the impact of this guidance and determined that the adoption did not result in consolidation of additional entities or deconsolidation of existing VIEs. As such, the adoption of this guidance had no impact on the Companies' financial condition and results of operations, and appropriate disclosures have been included herein.

MCI and MCS currently rent its office facility from a real estate holding affiliate related by virtue of common ownership, which has been classified as a variable interest entity. The Companies do not guarantee any financial obligations and has no exposure to loss.

MACEDO CONSTRUCTION, INC. AND AFFILIATES

NOTES TO FINANCIAL STATEMENTS
(See Independent Accountants' Review Report)

DECEMBER 31, 2019

2. Summary of Significant Accounting Policies (Continued)

Allowance for Doubtful Accounts

Bad debts are provided for under the allowance method based upon the analysis of open accounts receivable and their expected collectability. Allowances of \$20,000 and \$25,000 were deemed necessary for MCI and MCS respectively as of December 31, 2019.

Sales Tax

Sales tax is assessed by a governmental authority on the purchase of goods and services. The Companies collect sales tax for the state of New York. Taxes are assessed on each project that does not fall under the criteria of being tax-exempt, for example government projects. The Companies classify sales taxes billed to customers and remitted to state and local governments in revenues on a net basis.

Fair Value of Financial Instruments

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between marked participants at the measurement date. To increase the comparability of fair value measurement, a three-tier fair value hierarchy, which prioritizes the inputs used in the valuation methodologies, is as follows:

Level 1 - Valuations based in quoted prices for identical assets and liabilities in active markets.

Level 2 - Valuations based on observable inputs other than quoted prices included in Level 1, such as similar assets or liabilities in active markets, quoted prices for identical or similar assets and liabilities in markets that are not active, or inputs that are observable or can be corroborated by observable market data.

Level 3 - Valuations based on unobservable inputs reflecting the Companies' own assumptions, consistent with reasonably available assumptions made by other market participants. These valuations require significant judgement.

At December 31, 2019, the fair values of the Companies' financial instruments including cash, accounts receivable, prepaid expenses, accounts payable, billings in excess of costs and estimated earnings on uncompleted contracts and accrued expenses, approximates book value due to the short maturity of these instruments.

At December 31, 2019 the Companies do not have assets or liabilities required to be measured at fair value in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 820, *Fair Value Measurements*.

MACEDO CONSTRUCTION, INC. AND AFFILIATES

NOTES TO FINANCIAL STATEMENTS
(See Independent Accountants' Review Report)

DECEMBER 31, 2019

2. Summary of Significant Accounting Policies (Continued)

Contract Receivables

Under the typical payment terms of contracts, amounts are recorded upon contracted prices as work progresses in accordance with agreed-upon contractual terms, either at periodic intervals (e.g., biweekly or monthly) or upon unconditional right to payment under the terms of its contract upon achievement of contractual milestones.

3. Contract Billing Status

Information follows with respect to the billing status of uncompleted contracts at December 31, 2019.

	<u>MCI</u>	<u>MCS</u>
Contract costs incurred to date	\$ 5,686,866	\$ 3,556,775
Estimated gross profit earned to date	<u>905,483</u>	<u>779,395</u>
Contract revenues earned to date	6,592,349	4,336,170
Less billings to date	<u>6,616,847</u>	<u>4,640,704</u>
Excess of billings to date over contract revenues earned to date	<u>\$ (24,498)</u>	<u>\$ (304,534)</u>
The excess of billings to date over contract revenues earned to date is included in the accompanying balance sheet as:		
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>\$ (24,498)</u>	<u>\$ (304,534)</u>

4. Property and Equipment

A summary of property and equipment is as follows:

		<u>Estimated Useful Life</u>
Furniture and equipment	\$ 36,065	7 years
Office equipment	5,660	5 years
Machinery and equipment	2,467,612	5 -10 years
Transportation equipment	1,125,919	5 years
Improvements	<u>317,786</u>	<u>15 years</u>
	3,953,042	
Less: Accumulated depreciation	<u>2,063,601</u>	
	<u>\$1,889,441</u>	

MACEDO CONSTRUCTION, INC. AND AFFILIATES

NOTES TO FINANCIAL STATEMENTS
(See Independent Accountants' Review Report)

DECEMBER 31, 2019

5. Line of Credit

MCI has a \$500,000 revolving line of credit with a bank. Borrowings under the line of credit are evidenced by a note which bears interest at .75% above the bank's prime-lending rate (5.5% at December 31, 2019), which is due on demand. There was no outstanding balance at December 31, 2019.

6. Long Term Debt

Long-term debt consists of the following:

Insurance note payable in equal monthly installments of \$19,759 including interest at 6.74% per annum through March 2020.	\$ 58,619
--	-----------

Installment loans payable in equal monthly installments of \$43,762 with interest ranging from 0% to 8.81% per annum through September 2023, secured by the related equipment.	<u>619,870</u>
	<u>\$ 678,489</u>

Principal payments are due as follows:

<u>Years Ending December 31,</u>	
2020	\$ 324,353
2021	200,662
2022	135,251
2023	<u>18,223</u>
	678,489
Less: current maturities	<u>324,353</u>
	<u>\$ 354,136</u>

7. Commitments and Contingencies

Contingencies include the usual obligations of contractors for performance and completion of construction contracts.

Certain of the Companies construction contracts contain various compliance provisions relating to the payment of wages and benefits. These provisions extend to all subcontractors employed by the Companies. The Companies are financially responsible for its compliance with these contract provisions and ultimately for the compliance of its subcontractors.

The Company is contingently liable under a general indemnity agreement. The Company agrees to indemnify the sureties for any payments made on a contract of suretyship, guaranty or indemnity. The Company believes that all contingent liabilities will be satisfied by their performance on the specific bonded construction contracts involved.

MACEDO CONSTRUCTION, INC. AND AFFILIATES

NOTES TO FINANCIAL STATEMENTS
(See Independent Accountants' Review Report)

DECEMBER 31, 2019

7. Commitments and Contingencies (Continued)

The Companies lease storage space from unrelated companies on a month to month basis. Rent expense charged to general and administrative expenses for the year ended December 31, 2019 amounted to \$1,141.

8. Related Party Transactions

The Companies occupy their office facility from a related company on a month to month basis. Rent expense charged to general and administrative expenses for the year ended December 31, 2019 amounted to \$321,000.

MCI is owed \$368,413 from MCS. The amount is non-interest bearing and is expected to be repaid within the next twelve months. Subsequent to December 31, 2019, \$100,000 of the outstanding balance was repaid.

MCI has advanced funds to an affiliate; the amount is non-interest bearing and expected to be repaid within the next twelve months.

9. Provision For Income Taxes

The provision for income taxes is detailed as follows:

	<u>MCI</u>	<u>MCS</u>	<u>OCS</u>
<u>Current:</u>			
State	<u>\$ 3,000</u>	<u>\$ 1,000</u>	<u>\$ 150</u>

10. Common Stock

Common stock of MCI, MCS and OCS as of December 31, 2019 is summarized as follows:

Macedo Construction, Inc. - No par value, 200 shares authorized; 102 shares issued and outstanding	\$ 1,000
Macedo Contracting Services Inc. - No par value, 200 shares authorized, 100 shares issued and outstanding	100
Odecam Concrete Supply Corp. - No par value, 200 shares authorized, 100 shares issued and outstanding	<u>100</u>
	<u>\$ 1,200</u>

MACEDO CONSTRUCTION, INC. AND AFFILIATES

NOTES TO FINANCIAL STATEMENTS
(See Independent Accountants' Review Report)

DECEMBER 31, 2019

11. Backlog

The following schedule shows a reconciliation of backlog representing signed contracts at December 31, 2019.

	<u>MCI</u>	<u>MCS</u>
Balance January 1, 2019	\$ 2,052,679	\$ 361,935
New contracts and contract adjustments – Year ended December 31, 2019	<u>2,348,320</u> 4,400,999	<u>8,874,089</u> 9,236,024
Less: Contracts revenue earned	<u>3,965,528</u>	<u>5,513,769</u>
Balance December 31, 2019	<u>\$ 435,471</u>	<u>\$ 3,722,255</u>

12. Subsequent Events

The Company evaluated subsequent events through May 6, 2020 when these financial statements were available to be issued. Management is not aware of any significant events that occurred subsequent to the balance sheet date but prior to the filing of this report that would have a material impact on the financial statements.

In December 2019, reports of a novel strain of coronavirus (“COVID-19”) began and the World Health Organization has declared the outbreak to constitute a “Public Health Emergency of International Concern.” Subsequent to December 31, 2019, the virus has spread to multiple other countries throughout the world, including the United States of America. Local, state, federal and world governments have encouraged self-isolation to curtail the spread of the global pandemic and have begun mandating temporary work stoppage in many sectors and imposing limitations on travel along with size and duration of group meetings. Most industries are experiencing a range of disruption to business operations due to the COVID-19 outbreak. The extent of the impact of COVID-19 on the Company’s operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, impact on the Company’s customers, employees and vendors, all of which are unprecedentedly uncertain and cannot be predicted. Accordingly, while management cannot quantify the financial and other impact to the Company as of May 20, 2020, management believes that an impact on the Company’s financial position and results of future operations is reasonably possible.

SUPPLEMENTARY INFORMATION



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INDEPENDENT ACCOUNTANTS' REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Directors and Stockholder
Macedo Construction, Inc.
Macedo Contracting Services, Inc.
Odecam Concrete Supply Corp.
Bellport, New York

The accompanying supplementary schedules of aged accounts receivable, contracts in progress, reconciliation of gross profit, cost of operations and general and administrative expenses are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management. We have not audited or reviewed such information and we do not express an opinion, a conclusion, nor provide any assurance on it.



POSSES & CHASAN, CPA'S, PLLC

Rockville Centre, New York
May 27, 2020

MACEDO CONSTRUCTION, INC.
 SUPPLEMENTARY INFORMATION
 DECEMBER 31, 2019
 AGED ACCOUNTS RECEIVABLE

	Total	1 - 30 Days	31 - 60 Days	61 - 90 Days	Over 90 Days	Retainage	Subsequent Collections To 05/27/20
Beachwood Organization - Plainview Old Bathpage	\$ 244,700	\$ 142,300	\$ 95,800	\$ 6,600			\$ 189,700
The Engel Burman Group							
Seasons at Elwood Building	132,877	67,307			\$ 65,570	\$ 200,109	200,109
Seasons at Elwood Sitework						107,228	92,363
305 West End Ave	162,083			84,448	77,635	12,183	235,272
Peconic Care Addition						73,189	
Home Solutions Contracting, LLC - Mason Residence	27,500		27,500				
LNK - 50 David's Drive						4,270	4,270
Staller Associates, Inc. - Butler's	16,349		16,349				16,349
Zuccaro Construction, LLC - Mutchaby's	45,000				45,000		37,670
Miscellaneous	3,100	2,600			500		2,600
	631,609	212,207	139,649	91,048	188,705	396,979	778,333
	20,000				20,000		
Less: Allowance For Doubtful Accounts	\$ 611,609	\$ 212,207	\$ 139,649	\$ 91,048	\$ 168,705	\$ 396,979	\$ 778,333

See independent accountants' report on supplementary information.

MACEDO CONTRACTING SERVICES, INC.

SUPPLEMENTARY INFORMATION

DECEMBER 31, 2019

AGED ACCOUNTS RECEIVABLE

	Total	1 - 30 Days	31 - 60 Days	61 - 90 Days	Over 90 Days	Retainage	Subsequent Collections To 05/27/20
C & B Realty #2, LLC - Smithaven Plaza	\$ 12,003	\$ 12,003					\$ 12,003
HSRE-EB Mount Sinai, LLC - Mount Sinai Bristol	41,600				\$ 41,600	\$ 38,520	17,979
The Engle Burman Group	388,082	154,740		\$ 233,342		75,903	388,082
Seasons at Deer Park	134,398	134,398				152,820	134,398
Holly Patterson NAR	409,489	409,489				89,088	409,489
Holly Patterson Golden Age							
Ridge Fire District - Headquarters Building	117,409	117,409				23,320	117,409
Rockypoint Fire District - North Shore Fire Company No. 2	214,617	75,050			139,567	11,515	214,617
Water Lilies Food, Inc. - 1724 5th Ave	9,300	9,300				10,340	8,370
Signature Acquisitions - Various	52,410	52,303	\$ 107				52,410
Zucaro Construction - Landtek Office	9,000				9,000	27,534	
Miscellaneous	66,586	25,641	1,847		39,098		60,601
	1,454,894	990,333	1,954	233,342	229,265	428,840	1,415,358
Less: Allowance For Doubtful Accounts	25,000				25,000		
	\$ 1,429,894	\$ 990,333	\$ 1,954	\$ 233,342	\$ 204,265	\$ 428,840	\$ 1,415,358

See independent accountants' report on supplementary information.

MACEDO CONSTRUCTION, INC.
 SUPPLEMENTARY INFORMATION

DECEMBER 31, 2019

CONTRACTS IN PROGRESS

	Total Contract Price	Total Estimated Costs	Total Estimated Gross Profit	Estimated Gross Profit to Date	Total Costs to Date	Total Estimated Costs to Complete	Percentage	Revenues Earned	Total Billings to Date	Billings in Excess of Costs and Estimated Earnings
Dr. Fen Qin - 41 Stillwater	\$ 287,259	\$ 262,821	\$ 24,438	\$ 22,764	\$ 244,821	\$ 18,000	95.15%	\$ 267,585	\$ 268,979	\$ 1,394
The Engel Berman Group Seasons at Ethwood Strivork 305 West End Ave Peconic Care Addition	2,188,568 136,825 3,012,068	1,815,101 177,168 2,595,518	373,467 19,657 416,550	365,648 16,973 404,353	1,777,101 101,168 2,519,518	58,000 16,000 76,000	97.91% 86.34% 97.07%	2,142,749 118,141 2,923,871	2,144,568 121,825 2,927,575	1,819 3,684 3,704
Beachwood Organization - Plainview Old Bethpage	940,000	864,054	75,946	69,916	693,054	171,000	80.21%	753,970	757,700	3,730
Home Solutions Contracting, LLC - Miron Residence	177,500	162,096	15,404	12,838	135,096	27,000	83.34%	147,934	152,500	4,566
Smaller Associates, Inc. - Buerer's	113,000	102,411	11,189	8,348	76,411	26,000	74.61%	84,759	86,700	1,941
Zucaro Construction, LLC - Mulcahy's	172,000	136,697	15,303	13,643	139,897	17,000	89.15%	153,340	157,000	3,660
	<u>\$ 7,027,820</u>	<u>\$ 6,075,866</u>	<u>\$ 951,954</u>	<u>\$ 905,483</u>	<u>\$ 5,686,866</u>	<u>\$ 389,000</u>		<u>\$ 6,692,319</u>	<u>\$ 6,616,847</u>	<u>\$ 24,498</u>

See independent accountants' report on supplementary information.

MACEDO CONTRACTING SERVICES, INC.
 SUPPLEMENTARY INFORMATION

DECEMBER 31, 2019

CONTRACTS IN PROGRESS

	Total Contract Price	Total Estimated Costs	Total Estimated Profit	Estimated Gross Profit to Date	Total Costs to Date	Total Estimated Costs to Complete	Percentage	Revenues Earned	Total Billings to Date	Billings in Excess of Costs and Estimated Earnings
HSRE-EB Mount Sinai, LLC - Mount Sinai Bristol	\$ 800,606	\$ 631,452	\$ 169,148	\$ 158,165	\$ 590,452	\$ 41,000	98.51%	\$ 748,617	\$ 769,900	\$ 21,283
The Engel Burman Group	1,830,000	1,535,143	294,857	112,960	588,143	947,000	38.31%	701,103	759,033	57,930
Seasons at Deer Park	2,079,775	1,755,557	324,218	230,940	1,250,557	505,000	71.23%	1,481,497	1,528,200	46,703
Holly Patterson NAR	2,316,225	1,919,031	397,194	140,329	678,031	1,241,000	35.33%	818,360	890,876	72,516
Ridge Fire District - Headquarters Building	706,825	548,442	158,383	91,102	315,442	233,000	57.52%	406,544	466,395	59,851
Rockypoint Fire District - North Shore Fire Company No. 2	325,000	242,150	82,850	45,899	134,150	108,000	55.40%	180,049	226,300	46,251
	<u>\$ 8,058,425</u>	<u>\$ 6,631,775</u>	<u>\$ 1,426,650</u>	<u>\$ 779,395</u>	<u>\$ 3,556,775</u>	<u>\$ 3,075,000</u>		<u>\$ 4,336,176</u>	<u>\$ 4,640,704</u>	<u>\$ 304,528</u>

See independent accountants' report on supplementary information.

MACEDO CONSTRUCTION, INC.

SUPPLEMENTARY INFORMATION

YEAR ENDED DECEMBER 31, 2019

RECONCILIATION OF GROSS PROFIT

	Percentage	Total Contract Price	Total Costs to Date	Total Gross Profit (Loss) to Date	Gross Profit Recognized in Prior Periods	Total Gross Profit (Loss) Recognized in this Period
Dr. Fen Qin - 41 Stillwater	93.15%	\$ 287,259	\$ 244,821	\$ 22,764	\$ 17,252	\$ 5,532
The Engel Burman Group						
Seasons at Elwood Building	100.00%	4,001,365	3,338,108	663,257	655,747	7,510
Seasons at Elwood Sitework	97.91%	2,188,568	1,777,101	365,648	328,465	37,183
305 West End Ave	86.34%	136,825	101,168	16,975	14,157	2,816
Peonic Care Addition	97.07%	3,012,068	2,519,518	404,353	272,669	131,684
Beachwood Organization - Plainview Old Bethpage	80.21%	940,000	693,054	60,916		60,916
Home Solutions Contracting, LLC - Mason Residence	83.34%	177,500	135,096	12,838		12,838
Staller Associates, Inc. - Butera's	74.61%	113,600	76,411	8,348		8,348
Zucaro Construction, LLC - Mulcahy's	89.15%	172,000	139,697	13,643		13,643
Bactolac Pharmaceuticals, Inc. - 330 Oser Ave	100.00%	600,500	518,244	82,256	76,581	5,675
Lang Residence - 4288 Broadway	100.00%	73,760	64,097	9,663	9,608	55
LMJ Management - Premier Care	100.00%	289,340	251,056	38,284	15,338	22,946
LNK - 50 David's Drive	100.00%	165,400	150,583	14,817	12,168	2,649
Li Yu Chen - 4 Capel Dix Hills	100.00%	76,650	71,017	5,633		5,633
2485 Riverside Drive - Footing, Wall and Slab	100.00%	60,500	56,105	4,395		4,395
Goldwasser Residence - Slaps And Platform Extension	100.00%	39,700	74,675	(34,973)		(34,973)
Miscellaneous Jobs	100.00%	437,161	420,912	16,249		16,249
		<u>\$ 12,772,196</u>	<u>\$ 10,631,661</u>	<u>\$ 1,705,064</u>	<u>\$ 1,401,965</u>	<u>\$ 303,099</u>

See independent accountants' report on supplementary information.

MACEDO CONTRACTING SERVICES, INC.

SUPPLEMENTARY INFORMATION

YEAR ENDED DECEMBER 31, 2019

RECONCILIATION OF GROSS PROFIT

	Percentage	Total Contract Price	Total Costs to Date	Total Gross Profit to Date	Gross Profit Recognized in Prior Periods	Total Gross Profit Recognized in this Period
HSRE-EB Mount Sinai, LLC - Mount Sinai Bristol	93.51%	\$ 800,600	\$ 590,452	\$ 158,165		\$ 158,165
The Engel Burman Group						
Seasons at Deer Park	38.31%	1,830,000	588,143	112,960		112,960
Holly Patterson NAR	71.23%	2,079,775	1,250,557	230,940		230,940
Holly Patterson Golden Age	35.33%	2,316,225	678,031	140,329		140,329
Ridge Fire District - Headquarters Building	57.52%	706,825	315,442	91,102		91,102
Rockypoint Fire District - North Shore Fire Company No. 2	55.40%	325,000	134,150	45,899		45,899
Posillico - Wash Plant	100.00%	1,504,939	1,237,405	267,534	\$ 180,672	86,862
Zucaro Construction - Landtek Office	100.00%	275,335	208,094	67,241	12,307	54,934
Water Lilies Food, Inc. - 1724 5th Ave	100.00%	103,400	61,107	42,293		42,293
Signature Acquisitions - Various	100.00%	166,100	100,522	65,578		65,578
C & B Realty #2, LLC - Smithaven Plaza	100.00%	50,975	28,907	22,068		22,068
Miscellaneous Jobs	100.00%	454,054	278,798	175,256		175,256
		<u>\$ 10,613,228</u>	<u>\$ 5,471,608</u>	<u>\$ 1,419,365</u>	<u>\$ 192,979</u>	<u>\$ 1,226,386</u>

See independent accountants' report on supplementary information.

MACEDO CONSTRUCTION, INC. AND AFFILIATES

SUPPLEMENTARY INFORMATION

YEAR ENDED DECEMBER 31, 2019

COST OF OPERATIONS

	<u>Total</u>	<u>Eliminations</u>	<u>Macedo Construction, Inc.</u>	<u>Macedo Contracting Services, Inc.</u>	<u>Odecam Concrete Supply Corp.</u>
Materials	\$ 3,249,495		\$ 1,196,784	\$ 1,861,643	\$ 191,068
Subcontractors	935,146	\$ -	106,865	828,281	
Labor	2,030,910		1,223,550	784,411	22,949
Payroll taxes	193,518		116,003	74,729	2,786
Bond premiums	19,570			19,570	
Depreciation	559,337		537,718	16,847	4,772
Equipment rental and repair	100,305		6,157	90,322	3,826
Insurance	565,210		258,828	299,368	7,014
Job expense	49,137		8,983	40,154	
Plans and permits	6,239		6,239		
Rubbish removal	42,702		41,156	1,546	
Small equipment and tools	25,145		8,963	16,182	
Vehicle expense	405,513		151,183	254,330	
	<u>\$ 8,182,227</u>	<u>\$ -</u>	<u>\$ 3,662,429</u>	<u>\$ 4,287,383</u>	<u>\$ 232,415</u>

See independent accountants' report on supplementary information.

MACEDO CONSTRUCTION, INC. AND AFFILIATES

SUPPLEMENTARY INFORMATION

YEAR ENDED DECEMBER 31, 2019

GENERAL AND ADMINISTRATIVE EXPENSES

	<u>Total</u>	<u>Eliminations</u>	<u>Macedo Construction, Inc.</u>	<u>Macedo Contracting Services, Inc.</u>	<u>Odecam Concrete Supply Corp.</u>
Officer's salary	\$ 63,000		\$ 50,000	\$ 13,000	
Office salaries	71,425		48,859	22,566	
Payroll taxes	12,763		9,019	3,744	
Employee benefits	51,331		7,318	44,013	
Auto	19,731		18,773		\$ 958
Bank charges	1,104		905	140	59
Contributions	2,500		2,500		
Depreciation	57,689		55,104	2,585	
Dues and subscriptions	3,900			3,900	
Fines and penalties	6,032		5,490	542	
Insurance	1,109		1,109		
Office	34,597		11,623	22,621	353
Professional fees	51,410		42,035	8,750	625
Promotion	14,069		14,069		
Rent	322,141		140,141	182,000	
Telephone	7,660		7,660		
Training	4,200			4,200	
Meals and entertainment	8,799		8,571	228	
Utilities	17,600		12,118	5,482	
Miscellaneous	4,381		2,227	2,154	
	<u>\$ 755,441</u>		<u>\$ 437,521</u>	<u>\$ 315,925</u>	<u>\$ 1,995</u>

See independent accountants' report on supplementary information.

- **Bid Analysis Results**



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

Associates

CHRISTOPHER F. DWYER
STEVEN W. EISENBERG, P.E.
ANDREW B. SPEISER
MATTHEW C. JEDLICKA, LEED AP
KEITH J. MASSERIA, P.E.
VINCENT A. CORRADO, P.E.
TAMARA L. STILLMAN, P.L.S.

February 9, 2021

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

Att: Mayor Timothy Tenke, Esq.

Re: **PIN 0761.38, DOWNTOWN DISTRICT PEDESTRIAN IMPROVEMENT PROJECT
BID ANALYSIS**

Dear Mayor Tenke:

We are in receipt of the bids received and opened on December 16, 2020 for the above referenced project. Three bids were received and opened. The results were as follows:

<u>Rank</u>	<u>Bidder Name</u>	<u>Bid Amount</u>	<u>Corrected Bid</u>
1*	Macedo Contracting Services	\$359,950.00	\$356,012.50
2	AAL Construction Services	\$385,904.50	\$385,904.50
3	United Paving Corp.	\$433,857.50	\$433,857.50
4	DP Civil Inc.	\$564,975.63	N/A
5	Stasi Industries	\$581,140.00	N/A
6	J. Anthony Enterprises	\$617,303.00	\$617,303.00
7	LandTek Group	\$621,104.00	\$621,104.00
8	Stasi General Contracting LLC	\$627,743.20	\$627,743.20
9	J. Pizzirusso Landscaping Corp.	\$639,990.00	\$639,990.00
10	Quintal Contracting Corp.	\$722,907.00	\$722,907.00
11	RK Contracting, Inc.	\$904,046.25	\$904,046.25

* Adjusted to correct error

There were three (3) errors found in three (3) of the 11 bids opened that do not change the order of the bidders. They are as follows:



Error 1: Macedo Contracting Services:

Item 687.0101 – There was a mathematical error in the bid sheet for this item *Making* the necessary arithmetic adjustment to the item total price, revises the contractor's total bid for this item total to \$1,212.50 from \$5,150.00. A difference of \$3,937.50.

Error 2: DP Civil:

Did not use the revised bid forms. This error does not change the bid results.

Error 3: Stasi Industries:

Did not use the revised bid forms. This error does not change the bid results.

In general, the low bidder's unit prices appear to be reasonable in comparison with the Engineer's Estimate, with the exception of the following major and minor items:

Major Items (>\$20,000 Bid Price & Differs More Than 25% from Engineer's Estimate)

- A. The low bidder's unit bid price of \$350/Ton for Item 402.098104 9.5 F1 Top Course HMA, 80 Series Compaction is 169.2% higher than the Engineer's Estimate price of \$130/Ton. However, this price is in line with the other bidders and is a reflection of the fact that this work is not going to a productive work item. Bid quantities have been verified.
- B. The low bidder's unit bid price of \$2,000/Ramp for Item 608.01051109 is 63.6% lower than the Engineer's Estimate price of \$5,500/Ramp. This price is not in line with the other bidders. We discussed this item with the low bidder and they indicated that they stand by their unit price. Bid quantities have been verified.



Minor Items (<\$20,000 Bid Price & Differs More Than 100% from Engineer's Estimate)

ITEM	Difference %	Analysis
203.02	328.6%	Low bidder unit price in line with the average of all other bidders. Quantity was checked and verified.
206.0201	150.0%	Low bidder unit price in line with the average of all other bidders. Quantity was checked and verified.
402.198903	233.3%	Low bidder unit price in line with the average of all other bidders. Higher price reflects the fact that this is a low production rate item. Quantity was checked and verified.
407.0102	566.7%	The unit price for this item varied greatly among all other bidders. Quantity was checked and verified.
520.09000010	128.6%	Low bidder unit price in line with the average of all other bidders (\$7.54). Quantity was checked and verified.
608.01050309	-375.0%	The low bidder unit price is substantially below the unit price of the EE as well as all of the other bidders for these three items. We contacted Kevin DeGore of Macedo Construction and we asked him to reevaluate the unit price for these items. Mr. DeGore verified that he stands by this unit price.
608.01050309	-437.5%	
608.01050909	-250.0%	
608.03	-476.0%	The low bidder unit price is substantially below the unit price of the EE as well as all of the other bidders for this item. We contacted Kevin DeGore of Macedo Construction and we asked him to reevaluate the unit price for this item. Mr. DeGore verified that he stands by this unit price.
608.21	100.0%	Low bidder unit price in line with the average of all other bidders (\$558.90). Quantity was checked and verified.
609.0401	160.0%	Low bidder unit price in line with the median of all other bidders (\$55.00). Quantity was checked and verified.
611.0452	412.8%	Low bidder unit price was higher than all other bidders. Quantity was checked and verified so there is no sign of an unbalanced bid in this item.
619.080101	100.0%	Low bidder unit price in line with the median of all other bidders (\$2.18). Quantity was checked and verified.
625.01	-157.4%	The low bidder unit price is substantially below the unit price of the EE as well as all of the other bidders for this item. As this is a LS item, there is no chance for unbalancing.
635.0103	-100.0%	Low bidder unit price only 50% below median of all other bidders (\$1.50). Quantity was checked and verified.



645.81	100.0%	Low bidder unit price in line with the median of all other bidders (\$600). Quantity was checked and verified.
647.61	-100.0%	Low bidder unit price was lower than all other bidders. Quantity was checked and verified so there is no sign of an unbalanced bid in this item.
656.01	-185.7%	Low bidder unit price was lower than all other bidders. Quantity was checked and verified so there is no sign of an unbalanced bid in this item.
663.33	-166.7%	Low bidder unit price was lower than all other bidders. Quantity was checked and verified so there is no sign of an unbalanced bid in this item.
670.0104	-150.0%	Low bidder unit price in line with the median of all other bidders (\$1,800). Quantity was checked and verified.
670.90	108.3%	Low bidder unit price in line with the median of all other bidders (\$1,500). Quantity was checked and verified.
680.51111010	-300.0%	Low bidder unit price was lower than all other bidders. Quantity was checked and verified so there is no sign of an unbalanced bid in this item.
680.82250108	316.7%	Low bidder unit price in line with the average of all other bidders (\$1,472+/-). Quantity was checked and verified.
680.82250608	150.0%	Low bidder unit price in line with the median of all other bidders (\$800). Quantity was checked and verified.



In addition, the following checks were performed on the low bidder for bidder responsibility:

- The General Services Administration list of debarred, suspended or excluded firms' ineligible for Federal Aid.
- The Department of Labor list of firms debarred for willful violations of the Labor Law.
- The Department of State database to ensure that the corporation has the proper authority to conduct business in New York State.
- The Office of Safety and Health Administration for safety violations.

The apparent low bidder, Macedo, with a corrected base bid of \$356,012.50 is \$58,050.38 under the engineer's estimate of \$414,062.88. Macedo. is **16.3%** below the Engineer's Estimate.

Upon review of the above information and our companies past experience with Macedo as well as our knowledge of similar work they performed in the Town of Huntington our office finds Macedo to be qualified and acceptable to be the contractor for the construction project. However, since this project is a Locally Administered Federal Aid Project administered by the NYSDOT, approval of the Award Package must be received from the NYSDOT prior to award of the contract in order to ensure that federal funds for this project will be approved.

Attached please find a summary of the bids (Construction Bid Breakdown). If there are any questions regarding this bid analysis letter, please do not hesitate to contact this office.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Jim DeKoning'.

Jim DeKoning, P.E.
Vice President

Enc:
JD

Jocelyn Wenk

From: Sherpa, Kandu (DOT) <Kandu.Sherpa@dot.ny.gov>
Sent: Tuesday, March 9, 2021 2:18 PM
To: Jim DeKoning; Ann Fangmann
Cc: Egbert, Douglas J (DOT); Palomeque, Carlos (DOT); Aliyu, Isaac (DOT); Jocelyn Wenk; Louis Saulino; Kelly Gomez
Subject: PIN 0761.38 - Downtown District Pedestrian Improvement Project - Award package - NYSDOT Construction Award Concurrence Email
Importance: High

Good Afternoon;

NYSDOT Construction reviewed the Award documentation submitted for the **PIN# 0761.38 - Downtown District Pedestrian Improvement Project**. The following comments are applicable;

6. **Signed Proposal Documents from Low Bidder:** Signed Proposal from low bidder has been submitted. *Please provide copy of the insurance policies for the approved subcontractor(s) at the pre-construction meeting. **This is considered unresolved.***
 - Copy of the insurance policy for the Prime Contractor was *submitted*.
 - **Copies of the insurances policies for the approved subcontractors prior to start construction work. *This has not been submitted. Please submit this at the Pre-construction meeting.***

7. **Vendor's Responsibility Questionnaire (CCA-2):** *Copy of the CCA-2 for the Prime contractor has been submitted. Provide copies of the CCA-2 for the approved subcontractor(s) at the pre-construction meeting. **This is considered unresolved.***
 - Copy of the Attachment A, *submitted for the Prime.*
 - Copy of the Attachment B, *submitted for the Prime.*

Note: The CCA-2, once it has been reviewed and found to be in order, needs to be filled with the Department's Contract Management Bureau, **Att: Kathy Smolinski**, at 50 Wolf Rd, 1st Floor, Suite 1CM, Albany, NY 12232, phone number; (518) 457-1564. *(Any CCA-2 submittal is good for one year from the submittal/ acceptance date).*

11. **QA/QC Report:** Construction Management Plan. The CMP *has been submitted. **This is considered resolved.***
 - CMP was reviewed by NYSDOT Construction. *Comments were sent in a separate e-mail. Revised CMP to be submitted at the Preconstruction meeting.*

The project award is considered to be in order and this project is given Award concurrence as of this email.

As a reminder, for the project records, please provide a copy to NYSDOT Construction (at the Pre-construction meeting) of the **Complete Contract Award package** - a package with the revised and latest information that was submitted, and helped to resolve all award package comments. NYSDOT Construction also **requests** at the **Preconstruction meeting**, that the **Prime contractor provide a copy of the AAP 35LL(Work force participation plan) form, copies of the insurances policies for the prime as well as for the approved subcontractors and copies of the CCA-2 for the approved subcontractors** . This additional request is discussed in the PLAFAP manual, and recommended as per our Regional Compliance Specialist. The prime contractor also need to provide the **Health and Safety Plan** at the Preconstruction Meeting.

The Lowest Bidder is **Macedo Contracting Services** and the contract award amount is **\$ 359,950.00**.

Sincerely,

Regional Local Projects Construction Monitors
New York State Department of Transportation, Region 10
250 Veterans Memorial Hwy, Hauppauge, NY 11788



Resolution 6-D



PRE-COUNCIL MEETING 3/16/21
CITY COUNCIL MEETING 3/23/21
CITY OF GLEN COVE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM
ADMINISTRATIVE PLAN
FISCAL YEAR 2021

- HUD requires public notice when making changes to the Section 8 Housing Choice Voucher Program (HCVP) Administrative Plan.
- The public hearing was held during the 3/9/21 City Council meeting and the public comment period and hearing will conclude 3/23/21.
- The FY2021 Administrative Plan reflects changes incorporated into the 5-year plan relative to agency compliance and procedures with regard to Limited English Proficiency (LEP) and affirmative measures undertaken to ensure Fair Housing and Equal Opportunity (FHEO).
- City Council approval is requested authorizing the Mayor to execute the certification of the amended annual plan for FY2021. This certification attests that the City of Glen Cove HCVP is in compliance with the Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973 and title II of the Americans with Disabilities Act of 1990 and affirmation of fair housing practices.

FY2021 Section 8 HCVP Administrative Plan and Certifications (attached).

NOTICE OF PUBLIC HEARING, Glen Cove Housing Choice Voucher Program

Notice is hereby given that, pursuant to the U.S. Department of Housing and Urban Development Interim Rule 24 CFR Part 903.17, a public hearing to review adjustments to the City of Glen Cove Housing Choice Voucher Program (HCVP) (NY121) Annual Plan (FY2021) for inclusion into the 5-Year Plan (FY 2020-2024) will be held virtually during the Glen Cove City Council Meeting on 3/9/2021 at 7:30PM.

Due to COVID-19 concerns, the public will only have virtual access to the meeting, pursuant to NYS Executive Order 202.1, and subsequent orders thereafter. The link to access the virtual meeting may be accessed through the City of Glen Cove website on the following link: <https://glencoveny.gov/calendar/> Anyone wishing to provide public comment can submit comments to svulin@glencoveny.gov in advance of the hearing. Public comments received prior to the commencement of the public hearing will be made part of the public record. In addition, live public comment may be received during the duration of the meeting by the telephone number posted on the City of Glen Cove website calendar link: <https://glencoveny.gov/calendar/> Please note that although all interested persons who dial in will be given an opportunity to speak, all telephones will be muted until such time as the particular individual is authorized to speak. If you have any questions about accessing this hearing, please contact Shannon Vulin via email at svulin@glencoveny.gov

The purpose of the hearing will be to discuss amendments to the Annual Plan for inclusion in the 5-Year Plan of the Glen Cove HCVP that include Limited English Proficiency (LEP) Plan as well as affirmative measures undertaken to ensure Fair Housing and Equal Opportunity (FHEO).

Questions or comments concerning NY121 (FY2021) Annual Plan and/or its (FY2020-2024) 5-Year Plan will be accepted in writing through 3/23/2021 by mail to: Fred Moore, Program Administrator, Glen Cove Housing Choice Voucher Program, 9 Glen St., Glen Cove, NY 11542 or by email to fmoore@glencovecda.org . The plan will be available for viewing on-line at: <http://glencovecda.org/programs> wherein the responses to all questions or comments received will be posted by 3/23/2021.

Published Glen Cove Herald Gazette 2/25/2021

Civil Rights Certification
(Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 02/29/2016

Civil Rights Certification
Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

Glen Cove CDA\ Section8

NY121

PHA Name

PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Timothy Tenke	Mayor
Signature	Date

**Certifications of Compliance with
PHA Plans and Related Regulations
(Standard, Troubled, HCV-Only, and
High Performer PHAs)**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 02/29/2016

**PHA Certifications of Compliance with the PHA Plan and Related Regulations including
Required Civil Rights Certifications**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or ___ 2020 Annual PHA Plan for the PHA fiscal year beginning 3/31/2020, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Glen Cove CDA\Section8 _____ NY121 _____
 PHA Name PHA Number/HA Code

Annual PHA Plan for Fiscal Year 2021 _____

_____ 5-Year PHA Plan for Fiscal Years 20____ - 20_____

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official Timothy Tenke	Title Mayor
Signature	Date

CITY OF GLEN COVE

HOUSING CHOICE VOUCHER PROGRAM

Administrative Plan

FISCAL YEAR 2021

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Admissions and Occupancy Plan

Selecting Applicants from the Waiting List

The Glen Cove Housing Choice Voucher Program serves a community of approximately 27,000 residents. However, the need for affordable housing in the community is great and the demand for the program is high.

Eligibility for a housing voucher is determined by the Glen Cove Housing Choice Voucher Program based on the total annual gross income and family size and is limited to US citizens and specified categories of:

Non-citizens who have eligible immigration status. In general, the family's income may not exceed 50% of the median income for the county or the metropolitan area in which the family chooses to live. By law, The Glen Cove Housing Choice Voucher Program must provide 75 percent of its voucher to applicants whose incomes do not exceed 30 percent of the area median income. Median income levels are published by HUD. Glen Cove Housing Choice Voucher Program can provide you with the income limits for Nassau County and family size.

During the application process, the Glen Cove Housing Choice Voucher Program will collect information on family income, assets, and family composition. The Glen Cove Housing Choice Voucher Program will verify this information with other local agencies, your employer and bank, and will use the information to determine program eligibility and the amount of the housing assistance payment.

If the Glen Cove Housing Choice Voucher Program determines that your family is eligible, the Glen Cove Housing Choice Voucher Program will put your name on a waiting list, unless it is able to assist you immediately. Once your name is reached on the waiting list, the Glen Cove Housing Choice Voucher Program will contact you and issue to you a housing voucher.

Local preferences and waiting list:

Since the demand for housing assistance often exceeds the limited resources available to HUD and the local housing agencies, long waiting periods are common. In fact, the Glen Cove Housing Choice Voucher Program may close its waiting list when it has more families on the list than can be assisted in the near future.

The Glen Cove Housing Choice Voucher Program has established local preferences for selecting applicants from its waiting list. The Glen Cove Housing Choice Voucher local preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of the applicant family.

Selecting Applicants

- Families selected for participation in the Section 8 Program are taken from the Waiting List by local preference, starting with the earliest date on accepted preliminary applications. Priority is given to those families with a local preference using the preference system described later in this section so that no family without a local preference is selected before a family with a local preference, admissions of singles that are elderly, disabled, or displaced and families whose head or spouse is elderly or disabled have preference over admissions of singles that are not elderly disabled or displaced.
- When funding is available and assistance can be provided, families on the Waiting List are contacted in writing to inform them of the availability of funding and requested to complete a Tenant Information Form, Authorization Form, and a Citizenship Declaration Form and return the forms to the program office in the envelope provided within fourteen days. Families that do not respond to this letter are removed from the waiting list and given no further consideration. Letters returned as undeliverable because the family has moved and not left a forwarding address are treated the same as families that do not respond.
- Disabled applicants are not removed from the Waiting List until personal contact is made with the disabled person by a program manager to insure that a disabled person is not denied the opportunity to qualify for rental assistance solely due to their disability.

- Public Housing residents may apply when Section 8 list is open. Selections from the waiting list must result in compliance with income targeting requirements. Seventy-five percent of families who are initially leased up during the fiscal year must have incomes below thirty percent of area median (extremely low income) as published by HUD.
- Applicants must be at least 21 years of age and are required to produce a current criminal background check from Nassau County Police Department or other State / Federal Law Enforcement Agency. Applicants with felony drug convictions will not be able to participate in this program until at least three years from time of their release or conviction and the time they are called from the waiting list. Applicants convicted of child molestation will be barred from participation in this program.

Preferences

- Preference in assigning applicants to the waiting list will be based on the date and time of application.
- Preferences are ranked using a residency preference based on the City of Glen Cove residency preference area, defined as the City of Glen Cove where the Section 8 Program is authorized to operate a rental assistance program in accordance with the following system:

First Preference

- *Applicants who claim a residency preference based on a head of household or spouse who resides or works in the City of Glen Cove at the time of application.*

Second Preference

- *Applicants claiming a disability and receive Social Security Disability or Supplemental Security Income benefits who resides in the City of Glen Cove at time of application.*
- Applicants claiming a classification as a victim of domestic violence, dating violence, sexual assault, or stalking, that can be documented and who resides in the City of Glen Cove.

Third Preference

- Applicants claiming a veterans or disabled preference without SSD or SSI benefits that live in the City of Glen Cove at the time of application.
- Applicants claiming a homeless preference based on displacement by governmental action that resides in City of Glen Cove at the time of application.

Fourth Preference

- Applicants claiming a family preference of two or more persons, not elderly, disabled or displaced that resides in the City of Glen Cove at the time of application and can Lease in Place. Applicant has lived in a currently leased unit for 3 or more months in the City of Glen Cove and the Landlord is willing to enter into a Section 8 Housing Assistance Payments (HAP) contract for the tenant that will remain in the same unit that they are leasing. Unit must also meet Housing Quality Standards.

Fifth Preference

- Applicants claiming a family preference of two or more persons, not elderly, disabled or displaced and not leasing in place that resides in the City of Glen Cove at the time of application.

Single Person

- Single persons will be given equal preference with all other persons
- The City of Glen Cove does not exercise its discretionary power to assist non-preference families through local preferences, nor does it verify preferences as a requirement for placement on the waiting list. Verification of preferences is delayed until occupancy consideration.

Closing the Waiting List

- When the City of Glen Cove closes its entire waiting list, or any part of its waiting list, public notice concerning the closing of the entire list, or any part of the entire list, will be placed in the daily newspaper used by the Glen Cove Community Development Agency for official notices, and in any weekly newspaper of general circulation.
- Public notice will not be used as the primary vehicle used to notify special groups, such as minorities, the elderly, the working poor, and the homeless, since this can be better accomplished by dealing directly with

agencies that work as advocates for these special groups. A list of agencies that will be contacted is provided in Appendix 1 of this Administrative Plan.

- Such notice will comply with the fair housing and equal opportunity requirements of the City of Glen Cove, and Department of Housing and Urban Development requirements.

Reopening the Waiting List

- When the City of Glen Cove opens or reopens its entire waiting list, or any part of its waiting list, public notice that families may apply for assistance will be placed in the daily newspaper used by the City of Glen Cove for Official notices, and in any weekly newspaper of general circulation.
- The public notice will state where and when to apply and state any limitations on who may apply for available slots in the program.
- Public notice will not be used as the primary vehicle used to attract special groups, such as minorities, the elderly, the working poor, and the homeless, since this can be better accomplished by dealing directly with agencies that work as advocates for these special groups. A list of agencies that will be contacted is provided in Appendix I of this Administrative Plan.
- Such notice will comply with the fair housing and equal opportunity requirements of the City of Glen Cove and Department of Housing and Urban Development requirements.
- When the City of Glen Cove closes its entire waiting list, or any part of its waiting list, public notice concerning the closing of the entire list, or any part of the entire list, will be placed in the daily newspaper used by the City of Glen Cove for official notices, and in any weekly newspaper or general circulation.
- Public notice will not be used as the primary vehicle used to notify special groups, such as minorities, the elderly, the working poor, and the homeless, since this can be better accomplished by dealing directly with agencies that work as advocates for these special groups. A list of agencies that will be contacted is provided in Appendix I of this Administrative Plan.
- Such notice will comply with the fair housing and equal opportunity requirements of the City of Glen Cove and Department of Housing and Urban Development requirements.

Single Waiting List

- A single waiting list is used for the voucher program. Additions to the waiting list are always accepted and the City of Glen Cove does not anticipate the need to suspend accepting or processing new preliminary applications or adding new applicants to the waiting list. However, should the need arise to close the waiting list, or any part of the waiting list, procedures already stated in this Administrative Plan will be followed.

Issuing or Denying Vouchers - Terms, Extensions and Suspensions

Issuing or Denying Vouchers

- As part of the selection process, families on the Waiting List are contacted and told that they will be awarded a voucher if their eligibility as stated in their preliminary application can be verified.
- Families that are income eligible, qualify as a family under this administrative plan, and are citizens or nationals of the United States, or eligible non-citizens, are given oral briefings and offered a certificate or voucher.
- **Restrictions on Student Eligibility:** Eligibility of Students for Assisted Housing under Section 8 of the U.S. Housing Act of 1937. Section 327 requires that if an individual is enrolled at an institution of higher education, is under the age of 24, is not a veteran, is unmarried and does not have a dependent child, is individually ineligible for assistance under section 8 of the United States Housing Act of 1937 (section 8 assistance), or the student's parents are, individually or jointly, ineligible for assistance, no section 8 assistance can be

provided to the student.

- Families must submit to or supply proof of a criminal background check for all family members who have reached the age of eighteen (18) years. This Agency prohibits admission to the program any applicant for three years from date of eviction if a household member has been evicted from federally assisted housing for drug-related criminal activity. This Agency also prohibits admission if any household member is currently engaging in illegal use of a drug. This Agency also prohibits admission if it determines that it has reasonable cause to believe that a household member's illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. This Agency prohibits admission if an household member has ever been convicted of drug related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing. This Agency enforces HUD mandatory prohibitions for any member of household is subject to a lifetime registration requirement under a State sex offender registration program. This Agency has established a three year period before the admission decision during which an applicant must not to have engaged in drug-related criminal activity: violent criminal activity; or other criminal activity which may threaten the health safety of the owner, property management staff or PHA staff.
- Families will be issued a Voucher, if one is available. Families may remain on the waiting list in their same chronological order while waiting for a Voucher. Families refusing assistance will be removed from the waiting list, and must reapply if they wish to obtain rental assistance in the future.
- Vouchers are issued until available funding is utilized. Projections of the number of each that may be issued is based on a financial projection model that Uses past program experience and Annual Contributions Contract Reserve to determine the number vouchers that may be issued over a five-year period, given available funding. The projection model is checked each quarter to determine if adjustments are required.
- Vouchers are issued based on family size or unit size if the unit they choose to occupy is smaller than subsidy standards stated elsewhere in this Administrative Plan. Families may be issued smaller Vouchers than size unit they would normally occupy, as long as the standard of two persons per living / sleeping area is not exceeded.
- Families may also choose to occupy larger units than indicated by the subsidy standards in this Administrative Plan only in emergency cases, and where there is no known abuse of housing subsidy such as unauthorized persons occupying said units, but the maximum subsidy will always be limited to the Fair Market Rent or Payment Standard applicable to the size unit approved by this Agency.

Terms

- Vouchers issued shall be valid for a period of 60 days. All families will be notified thirty days prior to the expiration of their Certificates or Voucher to determine if they have found a suitable unit, or if they require assistance in finding such a unit.

Extensions

- Extensions will be granted on Vouchers, not to exceed a total of an additional 60 days, if the family can demonstrate that it has actively attempted to find a suitable dwelling unit.
- Such demonstration shall include names and addresses of owners who have been contacted and reasons why potential dwelling units have been rejected. Unless such extensions have the effect of denying other families access to rental assistance, extensions will normally be granted until Voucher holders are able to secure suitable housing.
- Vouchers issued to persons with disabilities will automatically be extended at the holder's request to the full 120 day period allowable under HUD regulations.

Suspension

- The term of a voucher will be suspended from the time when the family submits a request to this agency for approval to lease a unit, until the time when this agency approves or denies the request, provided that each

such suspension does not exceed thirty days. No more than three such suspensions will be authorized for a certificate or voucher holder, unless this agency finds extenuating circumstances warranting such suspension.

Special Purpose Funding

- Special purpose funding, funding for specified families, or a specified category of families issued by HUD will always follow directives issued by HUD at the time funding is provided. If required and acceptable to this agency the contents of this Administrative Plan will be amended at the time special funding is provided.

Definition of a Family and Definition of Continuously Assisted

Definition of a Family

- The definition of family and the family's eligibility for assistance and placement on the waiting list is based on eligibility and occupancy criteria established by the U.S. Department of Housing and Urban Development as well as this agency's policies. Eligible families and individuals that may be placed on the Waiting List, in addition to meeting preliminary income and all other preliminary eligibility criteria, must be one of the following:

A disabled person or family whose head or spouse or sole member is disabled; A displaced person or family; A homeless person or family;

An elderly person or family whose head or spouse or sole member is at least sixty-two years of age;

Two or more persons sharing residency as a family irrespective of age; A single person of any age who is an expectant mother, or in the process of securing legal custody of a minor; A single person of any age.

- A **disabled person** is defined as a person who is under a disability as defined in section 223 of the Social Security Act, or who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, or a disabled person having a physical or mental impairment which (1) is expected to be of long-continued and indefinite duration, (2) substantially impedes his or her ability to live independently, and (3) is of such a nature that such ability could be improved by more suitable housing conditions.
- A **displaced family** is a family that has been displaced by government action and is required to move by the Federal Government, a State Government, or a local government, or a family that is required to move due to a disaster that is declared or formally recognized by the Federal Government.
- A **homeless family** includes any individual or family who currently lives in substandard housing where substandard is defined as involving a unit that is:
 - a) Dilapidated and does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family, or has one or more critical defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure, or does not have operable indoor plumbing.
 - b) Does not have a usable flush toilet inside the unit for the exclusive use of a family
 - c) Does not have a usable bathtub or shower inside the unit for the exclusive use of a family
 - d) Does not have electricity, or has inadequate or unsafe electrical service, or
 - e) Does not have a safe or adequate source of heat, or
 - f) Should, but does not have a kitchen, or
 - g) Has been declared unfit for habitation by an agency or unit of government
 - h) A homeless family is also defined as a family that lacks a fixed, regular, and adequate nighttime residence and has a

primary nighttime residence that is:

-a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill), or

-an institution that provides a temporary residence for individuals intended to be institutionalized, or A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings

A homeless family does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.

Continuously Assisted Family

- A family that has been continuously assisted under the 1937 Housing Act will be placed on the waiting list or assisted using the low-income limits published by the Department of Housing and Urban Development.
- A family will be considered continuously assisted if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the certificate or voucher program. If a continuously assisted family's assistance is temporarily interrupted for a period exceeding sixty days before changing programs and being admitted to the agency's program, such interruption will cause that family to lose their status as a continuously assisted family.
- A family continuously assisted can transfer their section 8 voucher to a remaining adult family member if that member is on the section 8 household, as a remaining household member.

Use and Occupancy of Unit

- The Family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- A family may-not add other adults to household not currently being assisted without permission of this Agency.
- When a family removes an adult member from their household this Agency will adjust the voucher size to match the new household composition.

Exceptions

- Exceptions for unassisted family members require a documented medical emergency which designate the assisted family as last resort housing. Court-awarded custody of a child / and or Foster child care and certified live-in aides.

Encouraging Participation by Owners of Suitable Units Located Outside Areas of Low Income or Minority Concentration

- Contact with owners, brokers, property managers, and associations of these groups encouraging participation by owners of suitable units located outside any areas of low income or minority concentration will initially be made through a community-wide information program.
- While there are significant low income or minority population concentrations within this housing agency's jurisdiction, there are income eligible minorities in the housing market area and special efforts will be required to attract these groups to the program and inform them of the availability of housing opportunities in areas outside of impacted areas.
- Paid advertisements and press releases, stressing the advantages to owners who participate in the program, will be placed in the daily newspaper used by this agency for official notices. and in any weekly newspaper of general circulation. Advertisements and press releases will appear at the start of the application period and throughout the program as required. Advertisements will also be placed in the classified sections of local newspapers, if necessary in an attempt to encourage more owners to participate in the program. All

advertisements will comply with Advertising Guidelines for Fair Housing, of the Department of Housing and Urban Development.

- Press releases will be issued, at the start of the application period, and during the program as required, and distributed through the media list. Press releases will stress the advantages to owners who participate in the program, and will conform with Advertising Guidelines for Fair Housing of the Department of Housing and Urban Development.
- In order to interest owners in participating in the program, information concerning potential rehabilitation of existing units through lease-secured loans or rent increases will be provided and discussed with local banks, as necessary.
- This Agency does not pay real estate brokers fees or security deposits for any program participants.

Assisting a Family that Claims Illegal Discrimination has Prevented the Family from Leasing a Suitable Unit

- Assistance will be provided when a family alleges that illegal discrimination is preventing that family from finding a suitable unit. In such cases, families will be counseled on their rights, and where required, will be referred to appropriate local, county or state human rights organizations for additional assistance and resolution of the alleged discrimination.
- Applicants or participants claiming to have been subjected to discrimination because of race, color, religion, sex, disability, familial status, or national origin in search for housing, or in the housing they currently occupy will be asked to complete the Housing Discrimination Complaint Form and mail to the nearest HUD office. Assistance with completing the form and mailing it to the nearest HUD office will be provided by this agency.

A Statement of our Agency's Policy on Providing Information about a Family to Prospective Owners

- An agency administering Section 8 is not subject to federal Freedom of Information Act (FOIA) and Privacy Act requirements. The decision whether to release or deny release of program information generally rests in the discretion of the housing agency, subject to any restrictions under State or local law concerning disclosure of information obtained pursuant to the family's verification release or consent. A family's rental history concerning prior good standing as to timely tenant payments or problems such as damages is not privileged.

Disclosure of Certain Information Prohibited

- Information acquired by this agency or by an officer or employee of this Agency shall be for the exclusive use and information of this Agency in the discharge of its duties under NY Code- Section 159 and shall not be open to the public nor be used in any court in any action or proceeding pending therein unless this Agency is a party or complaining witness to such action or proceeding. This Agency requires a court order to release confidential personal information

Disapproval of Owners - Mandatory Denial

- This agency will not approve rental from the owner if so directed by HUD when the owner has been the subject of equal opportunity enforcement proceedings, as follows:
 - a) The Federal Government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending.
 - b) A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.
- In all cases of mandatory denial, this agency must be presented with appropriate documentation by HUD or another agency concerning disapproval of owner.

Discretionary Denial

- This agency may, on a case-by-case basis, deny or delay approval to lease a unit from an owner for any of

the following grounds:

- a) The owner has violated obligations under a HAP contract under Section 8 of the 1937 Act.
- b) The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
- c) The owner has engaged in drug-trafficking.
- d) The owner has a history or practice of noncompliance with the HQS for units leased under the tenant- based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.
- e) The owner has a history or practice of renting units that fail to meet State or local housing codes The owner has not paid State or local real estate taxes, fines or assessments.

Subsidy Standards

- Applicants that are expected to meet the family eligibility and income requirements of the Section 8 Program are placed on the waiting list by preference, date, and time of application. Size of unit is established for each applicant according to the following occupancy standards:
 - a) Non-spousal adults are not placed in the same bedroom.
 - b) Minors of different sex are not placed in the same bedroom.
 - c) Two minors of same sex are placed in same bedroom.
 - d) Documented single expectant mothers expecting their first child are given one bedroom vouchers. Mothers may request two bedroom vouchers after infancy, which would be issued contingent upon budgetary restrictions.
 - e) Persons securing legal custody of a minor or minors are provided with additional bedrooms to house the minor or minors.
 - f) Bedrooms are provided for required care persons.
 - g) Elderly or non-elderly couples with medical documentation are given two bedrooms.
 - h) Single persons who are either age 62 or older, disabled, or displaced are always assigned one bedroom or smaller units.

Family Absence from the Dwelling Unit

- A family may be absent, meaning that no member of the family is residing in the unit, from its assisted unit for brief periods, but the family may not be absent from the unit for a period of more than 180 consecutive calendar days in any circumstance, or for any reason. If a family is evicted for gross violation of the lease agreement, the family must satisfy any court ordered judgments before continuation of HAP assistance. If these obligations are not met and the family is unplaced for 180 days, the Voucher will expire and return to this Agency for reissue to families on the waiting list.
- Housing assistance payments will terminate if the family is absent for longer than the maximum period of 180 consecutive, and the HAP contract and assisted lease also terminate at that time.
- The assisted family must cooperate with this agency and supply any information or certification requested to verify that the family is residing in the unit, or relating to family absence from the unit.
- Assisted families must promptly notify this agency of any planned absence from the unit exceeding 30 consecutive days and supply any information requested by this agency on the purposes of such family absences. Absences exceeding 30 days that are not reported or not consistent with the policies of the Section 8 program may lead to termination of assistance.
- Visitors are limited to a maximum of thirty consecutive days. Visitors exceeding that time limit will be considered members of the tenant family and cause the tenant family to be recertified.

How to Determine Who Remains in the Program if a Family Breaks Up

- If the adult members of an assisted family separate, this agency will assign the assistance to an eligible family member as follows:
 - a) Assistance will remain with family members remaining in the original assisted unit if no minor children are members of the assisted family, the member of family remaining in the unit is not guilty of any violent criminal activity or drug abuse activity, and the member of the family remaining assisted unit is eligible for assistance under the regulations of the Section 8 program and this administrative plan.
 - b) Assistance will remain with the family member caring for minor children, an elderly person, or disabled family member if the member of family remaining in the unit is not guilty of any violent Criminal activity or drug abuse activity, and the member of the family remaining in the assisted unit is eligible for assistance under the regulations of the Section 8 program and this administrative plan.
 - c) Family members forced to leave the unit as a result of actual or threatened physical violence against family members by a spouse or other member of the household will be given first consideration in assigning assistance.
 - d) If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, this agency will be bound by the court's determination of which family members continue to receive assistance in the program.

Informal Review Procedures for Applicants and Participants

- Appeals arising out of actions and determinations made through this agency's Section 8 Program will be adjudicated under informal review procedures for applicants. Informal meetings for applicants that have been denied a preference, informal review procedures for applicants who have been denied assistance because they lack eligible non-citizen status, and under informal hearing procedures for participants. Applicants and participants are given prompt written notice of an action or determination by this agency that is subject to appeal, a brief statement of the reasons for the action or determination, provided with instructions on how to initiate an appeal, and given a time limit for initiating an appeal.

Timing for Informal Reviews, Hearings, and Meetings

- Informal reviews, informal meetings, and informal hearings must be requested by affected parties within ten days of the receipt of the notification of the action or determination reached by this agency, except that informal hearings related to non-citizens must be requested by affected parties within fourteen days of the receipt of the notification of the action or determination reached by this agency. Upon request of the affected party, this deadline may be extended for an additional ten days. No extensions will be allowed after the second ten-day or fourteen-day period.
- Requested informal reviews, informal meetings, and informal, hearings will be conducted within ten days of the request of the affected applicant or tenant, subject to the availability of said applicant or tenant, and a decision rendered in writing within ten days following the conclusion of the review or hearing. Each of these deadlines may be extended an additional ten days if required.

Conducting Informal Reviews, Hearings, and Meetings

- Informal reviews and informal meetings will be conducted by any staff person or persons designated by this agency, other than a person who made or approved the decision under review or a subordinate of such person. At their own expense, applicants may be represented by a lawyer or other representative. The person who conducts the review or meeting will regulate the conduct of the review in accordance with this agency's review procedures. This agency and the applicant will be given the opportunity to present evidence, and may question any witnesses. Evidence will be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
- Informal hearings will be conducted by a professional arbitrator designated and compensated by this agency. At their own expense, participants may be represented by a lawyer or other representative. The person who

conducts the hearing will regulate the conduct of the hearing in accordance with this agency's hearing procedures. This agency and the participant will be given the opportunity to present evidence, and may question any witnesses. Evidence will be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

Granting of Informal Reviews, Hearings, and Meetings

- Applicants wishing to participate in the Section 8 Program will be given an opportunity for an informal review to consider whether decisions relating to the individual circumstances of the family are in accordance with law, HUD regulations and this agency's rules, in the following cases:
 - a) Determination of a family's gross income for purposes of qualifying that family for placement on the waiting list.
 - b) Determination of a family's placement on the waiting list and bedroom size.
 - c) Determination to disqualify or remove a family from the waiting list for any reason.
- Applicants wishing to participate in the Section 8 Program will be given an opportunity for an informal meeting to consider whether decisions relating to the individual circumstances of the family are in accordance with law, HUD regulations and this agency's rules, in the following cases:
 - a) A determination of denial of a federal preference related to eviction as a result of a drug-related crime. A determination of denial of a federal preference that cannot be verified.
 - b) Applicants wishing to participate in Section 8 Program will be given an opportunity for an informal hearing to consider whether decisions relating to the individual circumstances of the family are in accordance with law, HUD regulations and this agency's rules, in the case of ineligible non-citizens that have failed INS primary and secondary verification procedures.
 - Participants in the Section 8 Program will be given an opportunity for an informal hearing to consider whether decisions relating to the individual circumstances of the family are in accordance with law, HUD regulations and this agency's rules, in the following cases:
 - a) A determination of the amount of the Total Tenant Payment or Tenant Rent (not including determination of this agency's schedule of Utility Allowances for Families in this agency's Section 8 program).
 - b) A decision to deny or terminate assistance on behalf of the participant.
 - c) A determination that a participant family has a Voucher for a larger number of bedrooms than appropriate under this agency's standards, and this agency's determination to deny the family's request for an exception from the standards.
 - d) In the case of an assisted family that wants to move to another dwelling unit with continued participation in this agency's program, a determination of the number of bedrooms entered on the Certificate or Voucher under the standards established by this agency.

Denial of Informal Reviews, Hearings, and Meetings

- An opportunity for an informal review will not be offered in the following cases:
 - a) To review discretionary administrative determinations by this agency, or to consider general policy issues or class grievances.
 - b) To review the selection and offering assistance to a family from the waiting list.
 - c) To review this agency's determination that a unit does not comply with this agency's housing quality standards, that the owner has failed to maintain or operate a contract unit to provide decent, safe and sanitary housing, including all services, maintenance and utilities required under the lease, or that the contract unit is not decent, safe and sanitary because of an increase in family size or change in family composition.

- d) To review a decision by this agency to exercise any remedy against the Owner under an outstanding Contract, including tile termination of housing assistance payment to the owner.
- e) To review this agency's decision not to approve a family's request for an extension of the term of the certificate or voucher issued to an assisted family that wants to move to another dwelling unit with continued participation in this agency's Section 8 program.

Final Decision in Informal Reviews, Hearings, and Meetings

- The person who conducts the informal review, meeting, or hearing will issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the applicant or participant shall be based on the evidence presented at the review, meeting, or hearing.
- A copy of the decision will be furnished to the participant, this agency will not be bound by an informal review, meeting, or hearing decision concerning a matter not requiring an opportunity for an informal review, meeting, or hearing, or contrary to HUD regulations or requirements, or otherwise contrary to Federal, State or local law.
- If this agency determines that it is not bound by a decision, this Agency shall promptly notify the participant of the determination, and of the reasons for the determination.

Special Policies Concerning Special Housing Types in the Program

- This Agency has adopted no special policies concerning special housing, types in the program since no special housing types are in its program.

Policies Concerning Payments by a Family to our Agency of Amounts the Family Owes our Agency

- Families owing this agency any amounts for any reason such as unreported income will be required to repay, and sign an agreement to periodic (monthly) or in full repayment. Families must satisfy the full amount owed before being allowed to move to a new unit or submit a new Request for Lease Approval in this agency's Section 8 program.
- Families not meeting the agreed too periodic repayments for any period in excess of thirty days will have their assistance terminated and be prohibited from participating in this agency's program until full reimbursement has been made.
- Families owing this agency any amounts for any reason will not be able to use Portability to port out to any other agency until all unpaid amounts have been satisfied.
- Families repaying this agency must make payments to CDA\Section 8 fiscal officer by or before the first of each month prior to release of HAP payments.
- Repayment periods may not exceed 12 months.

Policies Concerning Termination of Assistance without a Review or Hearing Required

- This Agency may deny or terminate assistance, at its discretion and at any time, if any participant or member of the family engages in any illegal activity in violation of, 24 Code of Federal Regulations Part 982, State, Local or municipal laws.

Policies Concerning Assistance to Non-citizens

- Section 214 of the Housing and Community Development Act of 1980, as amended, generally prohibits HUD from providing housing assistance to aliens unless they meet certain residency qualifications.

Eligibility of Non-citizens

To be eligible for housing assistance, non-citizens must fall into one of the following categories:

- a) Lawfully admitted for permanent residence;
- b) Lawfully admitted for temporary resident status as special agricultural workers;
- c) Granted refugee or asylum status or granted conditional entry because of persecution or fear of persecution on account of race, religion or political opinion, or because of being uprooted by national calamity;
- d) Granted parole status by the attorney general;
- e) Lawfully present because the attorney general withheld deportation because of a threat to life or freedom;
- f) Granted amnesty for temporary or permanent residence.

Policies Concerning Minimum Rent

- The Minimum Rent Policy pertains to families with no income. The minimum tenant's share of rent for all participants in this Agency's rental assistance program is \$50.00 per month. Exceptions for the minimum payment of rent may be made due to extenuating circumstances at the discretion of the Agency.

Minimum Rent Hardship Exceptions

- Lost eligibility / awaiting determination for Federal, State or Local Assistance Programs except TANF payments due to failure of participants to fulfill public assistance requirement and would be evicted as a result of requirement.
- Lost of employment due to circumstances beyond participants control (laid-off).

Portability

- Program rules allow a family to gain admission to the voucher program in one area and then use that assistance to lease a unit in another area.
- An assisted family may lease a unit anywhere in the jurisdiction of the PHA issuing the certificate or voucher (the initial PHA). Also, the family generally may use the voucher to lease a unit in the same state as the initial PHA, in the same metropolitan statistical area (MSA) as the initial PHA but in a different state, in an (MSA) adjacent to the (MSA) of the initial PHA but in a different state, or in the jurisdiction of a PHA anywhere in the country that is administering a tenant-based program. However, if neither the head of household nor spouse resided in the jurisdiction of the initial PHA when applying for assistance, the family has no right to lease a unit outside of the initial PHA's jurisdiction for twelve months, though it may go outside of the jurisdiction with the approval of the initial PHA and the PHA in the area to which the family is moving (the receiving PHA).
- The family must meet the income requirements for the area in which it initially leases a unit. If the family moves to another area and transfers between the certificate and voucher programs, it must be income-eligible for the new program in the area where it leases an assisted unit. No re-determination of income eligibility is required after a move if the family remains in the same program.

Portability Procedures

- The portability procedures for the tenant-based assistance program provide for a sharing of responsibilities between the initial and receiving PHA. The initial PHA will be responsible for determining whether the family is income-eligible for the area where the family wants to lease a unit. The initial PHA must tell the family how to contact and request assistance from the receiving PHA, and the initial PHA must notify the receiving PHA to expect the family.

Tenant's Right to Move

- An assisted family may move to a new unit if the family is in good standing with this Agency (not owing any

monies to landlord or Agency), the assisted lease for the old unit has terminated; the owner has given the tenant a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the family; or the family has given notice of termination of the lease.

- A family may move one or more times with continued assistance, either within the jurisdiction of the initial PHA or to the jurisdiction of another PHA. A PHA may establish policies that prohibit any move during the first year of assisted tenancy or more than one move by a family during any one-year period. These policies may apply both to moves within the PHA's jurisdiction and to moves outside of that jurisdiction.

Administration by Initial PHA

- The initial PHA must administer assistance for a moving family if the unit to be leased is located within the same state, the same PHA, or an adjacent PHA and no other PHA with a tenant-based assistance program has jurisdiction over the area. To allow the initial PHA to continue to administer the assistance in areas outside of its jurisdiction, federal law and regulations on portability preempt any jurisdictional limits under state and local law. The initial PHA may use another PHA, a private management entity, or another contractor or agent to help administer assistance outside of its jurisdiction.

Administration by Receiving PHA

- When a family moves outside of the jurisdiction of the initial PHA, the receiving PHA must issue a certificate or voucher to the family if it operates a tenant-based assistance program. If there is more than one such PHA with jurisdiction in the area to which the family is moving, the initial PHA may choose the receiving PHA.
- The receiving PHA generally has the option of issuing the family either a certificate or voucher. However, if the family initially received a certificate or voucher and is ineligible for admission to the other program in the receiving area, the receiving PHA must continue assistance under the same program if it is administering such a program.
- The receiving PHA must determine the appropriate family unit size for the incoming family. The term of the certificate or voucher issued to the family may not expire before the expiration date of any voucher or certificate issued by the initial PHA, and the receiving PHA will determine whether to extend the term. The family must submit a request for lease approval to the receiving PHA during the term of the certificate or voucher issued by that PHA.
- The receiving PHA will perform all program administrative functions, such as reexaminations of income and family composition. Either the initial PHA or the receiving PHA may make a determination to deny or terminate assistance.

Billing

- The receiving PHA may absorb the incoming family into its tenant-based assistance program, using funds under its consolidated ACC. or it may bill the initial PHA for housing assistance payments and administrative fees. HUD may transfer funding for the incoming family to the receiving PHA from the initial PHA's ACC., provide additional funding to the initial or receiving PHA, or require the receiving PHA to absorb the incoming family.

Reasonable Rent

- This Agency has adopted a policy that a rent reasonable document will be included in the tenant file for each subsidized unit. The form will document the gross and comparable rents for that unit. Owners requesting increases at recertification must meet all Housing Quality Standards for contract renewal.
- Owners requesting increases over the Payment Standard must provide tenants with amenities that take into consideration the location, size, type, quality, and age of the unit as well as other services, maintenance and utilities provided by the owner.
- This Agency will maintain a rent log taken from local newspapers on a quarterly basis showing the rents requested by local realty agents and private rental units advertised for rent.

- Landlords are requested to note comparable rents they would have in multi-family units.
- Owners with one unit can be compared to local listing for similar units found in local advertisements for rent.

Housing Quality Standards

- This Agency will inspect all new units before any contracts will be issued.
- All section 8 units will be inspected at least once each year before the annual recertification date, units may also be inspected for special and supervisory purposes.
- All units must pass a general health and safety review as outlined in our HUD or Happy Software inspection booklets.
- Failed inspections will lead to HAP abatement until all necessary repairs are made.
- Landlords with a history of failing units and non-responsive attention can be barred from future program participation.
- Tenants in failing units with non-responsive land lords will be required to relocate to suitable units that will pass inspection.
- Non-responsive land lords will not receive abated HAP payments if tenants are forced to move due to failing status of unit.

Homeownership option

- This Agency does not offer homeownership option all families interested in this program are referred to Nassau County consistent with Consolidated Plan as required by HUD as an Reasonable Accommodation for Disabled participants currently receiving assistance.
- Homeownership assistance may be used to purchase existing housing, not to purchase a unit under construction or a unit with a Section 8 project-based subsidy.
- Homeownership assistance may be used to purchase any Public Housing conversions, offering private ownership to eligible low income families. There is a mandatory employment provision for interested families.
- Section 8 Program participants will also be eligible for rental assistance at any Public Housing conversions to private ownership.

Policies Concerning Upfront Income Verification (UIV) (EIV) (TASS) / System PHA Security Procedures

- The City of Glen Cove has incorporated the (EIV) security procedures version 1.2 January 2005.

This Agency will safeguard (EIV) system data:

- Program staff with access to (EIV) system have user ID and Passwords.
- The user ID identifies the PHA and tenant information that the user is authorized to access.
- Passwords are encrypted, and the password file is protected from unauthorized access.
- Program staff will shield or bar unauthorized persons from viewing documents containing private data.
- This Agency has locked outer office doors and locked metal file cabinets, and secure computer and equipment areas.

- There is restricted use of printers, copiers and facsimile machines, etc.
- This Agency will determine who shall have access to (EIV) system data, and maintain a record of all users who have approved access, including the date the access was granted and the date access was terminated.
- All (EIV) data will be shredded as soon as it has served its purpose.
- Reviews will be conducted periodically to determine if users still have a valid need to access the (EIV) data.
- All access rights are modified or revoked as appropriate.
- This Agency will maintain a key control log to track the inventory of keys available for secure buildings and file cabinets, the number of keys issued and to whom the keys are issued.
- This Agency uses (EIV) tools to obtain all household income for program participants.
- This Agency will use (EIV) data and other third party means to establish income, any discrepancy will be investigated to verify income.
- This Agency will make all determinations as to (EIV) system data, tenant supplied documentation and third party verifications to establish household income.
- This Agency will require all unreported income to be repaid in full or through additional TTP increase over a specified period of time to repay the debt.
- This Agency will require all program participants to sign a repayment agreement; failure to repay or agree to sign a repayment agreement will result in termination and/or criminal charges relating to fraud.
- This Agency will safeguard all tenant data from casual view or interception, any staff members who fail to protect documents or access to computer screens will be given written warning to be placed in their personnel file, a second instance could lead to further disciplinary action including suspension or termination of employment with this Agency.
- This Agency will address any breach of security that's results in criminal use of EIV data by contacting the Nassau County District Attorneys Office or HUD inspector General Office for prosecution.

Policies Concerning Assistance to Disaster-Affected Families for Voucher Programs

- This Agency may use existing vouchers to assist either displaced public housing or voucher participants affected by federally declared disasters.
- The families of federally declared disasters who are Section 8 voucher holders or public housing residents in another jurisdiction will receive preference over the other waiting list place holders.
- New applicants to public housing and voucher programs must meet the Federally declared disaster preference and be income eligible.
- This Agency will not issue vouchers above our existing voucher resources or allocation.

Policies Concerning Tenant Responsibility

- Families are responsible to find suitable housing that is appropriate to their voucher size whenever possible. Any fees associated in securing this housing is the tenant's responsibility and is not reimbursable.
- Families must comply with terms and conditions of the Tenancy Addendum for Section 8 tenant Based Assistance as well as specific term of your lease with your landlord if applicable.
- Tenant portion of rent is due the first of each month not to exceed the first week of each month.

- Report any requests for "side payments to this office immediately any side agreements may be viewed by this Agency as fraud by all parties involved.
- Report all deficiencies or problems associated with housing unit to landlord in writing with a copy to this Agency.
- All utilities must be in tenants name unless the owner has a service contract for oil that requires the owner to maintain the bill in the owner's name; a receipt from the owner to the tenant will be acceptable. Water bills also may be in owners name to keep from having liens placed on the property a receipt from the owner to tenant for paid water bills is acceptable.
- Families must cooperate with the recertification process, failure to report all household income, including child support, disability or unemployment, may result in loss of your housing subsidy or repayment to this Agency of 30% of all unreported gross income.
- This Agency requires complete copies of all tax returns filed by any members of your household.
- Please note that persons claimed on your returns must be authorized members of your household. Exceptions as noted in the tax codes, no exceptions for individuals receiving federal subsidy in other subsidized households.
- Criminal background checks are required for all persons 18 years of age or older that are added to the household or who have been arrested in the household during the annual recertification period. These fees are reimbursable.
- Families are required to permit scheduled inspections of the entire dwelling unit.
- Families receiving housing subsidy cannot offer housing to anyone not on their authorized household. No unauthorized individuals may reside in your unit, any visits of more 30 days are considered to be a violation of the Tenancy Addendum and could result in termination proceedings.
- Illegal drug or criminal activity is strictly prohibited and will result in termination of your assistance. Please note that the head of household will be held responsible for any criminal activity by any household member or guest. The head of household is held responsible to be aware of any criminal activity in the subsidized unit.
- Provide your landlord with at least a 30-day written notice of your desire to move with a copy to the Section 8 office.
- This Agency will not issue a new HAP contract on your behalf unless you have paid all sums TTP due your landlord.

Policies Concerning the Process for Establishing and Revising Payment Standards

- This Agency uses a Payment Standard that is equal to 100 percent of the Fair Market Rent.
- This Agency reserves the right to increase the Payment Standard to 110 percent of Fair Market Rent. The use of the higher Payment Standard is based on Rent Reasonableness and/or other special amenities such as location, size, type, quality or distinctions such as single family homes, handicap access, etc.
- Any increase in the Payment Standard above 110 percent can only be obtained from the HUD Regional Office.
- Families seeking Payment Standards above 110 percent must fulfill the requirements as set forth by HUD Regional Office.
- This Agency will determine the size of the unit to which a family is eligible.

- The Fair Market Rent and the Payment Standard are adjusted by the number of bedrooms in the unit, with higher payments allowed for each additional bedroom. The family has the option to pay additional rent above the amount of the Payment Standard up to 40 percent of gross family income at initial lease-up, with the approval of this Housing Agency.
- This Agency has the authority to refuse to allow a tenant to rent a unit if the rent is considered too high even though the tenant is willing to paying the excess rent.
- Families are prohibited from entering into any agreements with landlords to pay additional money for rent (side payments) not approved by this Agency as a part of the housing contract. Collusion to defraud could result in termination and/or criminal charges to all parties involved.

Process for Recertification

- Recertification notices are sent out 90 days prior to annual renewal date.
- Families are required each year to recertify with this Agency and to submit all documentation requested in order to comply with HUD regulations.
- Current is defined as what is actual income or loss at present, the time frame of documents should be within 6 months of date of action, or within calendar year for things that do not change.
- Documentation of all current income sources in your household, three (3) current consecutive pay stubs.
- Families must provide documentation of all child support payments, petitions or letters of arrears.
- Families must provide copies of tax returns each year. Families must file tax returns if required by law.
- Families must provide copies of all utility bills which they pay. They are required to be in the name of the head of household to receive a utility allowance except as noted to oil and water under certain circumstances, were receipts are accepted due issues of service contracts and property leans.
- Families must provide proof of college enrollment, if applicable to any member of your household. Income from full time students is not counted as household income. Income from household members in the military is also excluded.
- Families may provide statements covering 50 weeks of child care cost maximum of \$5000 for each child up to the age 13 if parents are working or in school.
- All household members over eighteen (18) years of age must show documentation as their status as a student or all income if working, if not working must document all attempts to work and or any medical reasons why they are unable to work. Parents may make periodic declarative statements as to the inability of their child to find employment and what methods are being used to find employment.
- Heads of households who are elderly or disabled may submit proof of medical costs which they paid and for which they are not reimbursed.
- This Agency will verify all income using third party verification, EIV, The Work Number and other data bases.

Policies Concerning Violence Against Women and Department of Justice Reauthorization Act of 2005 (VAWA)

- This Agency would give anyone on our waiting list a first priority for voucher issuance that has been determined to be a victim of domestic violence. As a member of the Nassau County Consortium with Consolidated Plans, any inquiries from outside our waiting list would be referred to Nassau County.
- This Agency has worked with Nassau County and New York City Housing Agencies in finding available

housing units and absorbing domestic violence victims into our program.

- This Agency is also a member of the Inter Agency Council of Glen Cove, whose primary mission is to provide mutual support among community agencies to direct families and individuals to services such as the Emergency Hot Line for
- Domestic violence.

Procedures Concerning Limited English Proficient (LEP) Requirements

- The City Council adopted a Title VI Plan for the City of Glen Cove on June 26, 2018 that included a four-factor LEP analysis as follows that is followed by the Section 8 Housing Choice Voucher Program for its LEP constituents.
 - The HCV Program staff analyze annually via a four prong process:
 - a) The number or proportion of people with limited English proficiency in the service area who may be served by the City of Glen Cove.
 - b) The frequency with which people with limited English proficiency come in contact with City of Glen Cove services.
 - c) The nature and importance of services provided by the City of Glen Cove to the LEP population.
 - d) The interpretation services available to the City of Glen Cove and overall cost to provide LEP assistance.
- It should be noted that since the adoption of the LEP Plan, in addition to on-site translation services by bilingual staff, the Agency has added a Google Translate icon on its website to translate documents posted on-line into a multitude of languages as well as purchased a translating device that allows staff conversation to be translated into a multitude of languages and vice versa if a non-English speaking constituent is in need of translation/communication services not readily available in-house.

The GCCDA HCV Program Takes "Affirmative Measures" to Ensure Equal Opportunity and Affirmatively Further Fair Housing

Glen Cove Housing Choice Voucher Program takes the following affirmative measures to ensure equal opportunity and affirmatively further fair housing:

When a participant or applicant reports that they have been discriminated against by a landlord or a real-estate agent, The Agency will follow any one or more of the following procedures:

- Inform them to fill out the HUD Form 903 Online Complaint. (see attached) Visit on-line form: https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint
- Refer them to report the incident to Nassau County Division of human rights or to the Long Island Housing Services. (See attached) Visit on line: <https://www.nassaucountyny.gov/414/Human-Rights-Commission>
- Handout a Fair Housing Rights Guide for Long Island pamphlet (supplied by Long Island Housing Services, Inc. (See attached)
- Refer them to Nassau, Suffolk Law Services. (See attached) Visit on line: <https://www.nslawservices.org/>
- Agency will contact landlords and rental agents on behalf of tenant complaints to get an understanding of complaint and remedy. This could include the banning of landlord participation and or filing complaint to HUD inspector general.

Resolution 6-E



Board of Directors

Steven A Fangmann, PE, BCEE
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Senior Vice President

William D Merklin, PE
Senior Vice President

March 5, 2021

Louis Saulino, P.E.
Department of Public Works
City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

Re: Proposal for Engineering Services to Address Risk and Resilience Requirements

Dear Mr. Saulino:

As you are aware, the New York State Department of Health (NYSDOH) issued a letter in late February 2020 addressing the 2018 amendments to America's Water Infrastructure Act (AWIA). These amendments require community water systems (CWSs) serving more than 3,300 people to develop or update risk and resilience assessments (RRAs).

The RRA will be completed using the Environmental Protection Agency's (EPA's) VSAT Web 2.0 program. This program evaluates your system vulnerabilities and the final output is a PDF document that satisfies the RRA requirements. You are required to certify to the EPA that you have completed an RRA for your system by June 30, 2021. Only a submission of the certification is required, no hard copies of the RRA must be submitted.

In addition to the new AWIA requirements, NYSDOH is continuing with the existing Vulnerability Assessment (VA) and ERP program. Hard copies of these documents are required to be submitted to the Nassau County Department of Health (NCDH) by December 31, 2022. Given that these documents are due over one year after the RRA and there is the potential for additional guidance to be issued about their preparation, they are not included in this proposal.

Scope of Work

D&B will perform the following major tasks for this project.

- Coordinate with the City to obtain information necessary to complete the RRA.
- Prepare a draft RRA using the VSAT Web 2.0 analysis tool for review by the City.
- Meet with the City to discuss any questions or comments on the RRA.
- Finalize the RRA to reflect comments. Provide one (1) hard copy and one (1) electronic copy of the report.
- Assist the City with submitting certification of the RRA by June 30, 2021.

D&B ENGINEERS AND ARCHITECTS

Page 2

Louis Saulino, P.E.,
Department of Public Works
City of Glen Cove
March 5, 2021

FEE

The lump sum fee for the above referenced Scope of Work will be \$1,800. The cost for typical expenses such as mileage, postage and reproduction are included in the above fees.

We look forward to this opportunity to assist the City with the successful completion of this important project. If this proposal meets with your approval, please sign in the space provided below and return the page to authorize the work.

If you have any questions, please feel free to call me at (516) 364-9890, Ext. 3007.

Very truly yours,



William D. Merklin, P.E.
Senior Vice President

WDM/JGt/kb

Attachments

cc: C. Tuohy (D&B)
J. Gienau (D&B)

♦PX10605\WDM030521LS-Ltr

ACCEPTED BY:

Signature

Date

Name

Resolution 6-F





Preventative Maintenance Contract Scope of Service Quote Commercial NG Liquid Cooled

Bill To: CITY OF GLEN COVE
9 GLEN STREET
GLEN COVE, NY 11542

Equipment Location: GLEN COVE FIRE DEPT.
10 GLEN COVE AVE
GLEN COVE, NY 11542

Contract Number: 33076 **Coverage Period:** 04/01/2021 - 03/31/2022 **PM Visits/Year:** 2

EQUIPMENT

Generator Make & Model: Onan 55KB-RS 5566H Engine Make & Model:
Generator Serial Number: Engine Serial Number:

ATS Make, Model, & Serial Number:

Natural Gas Liquid Cooled Generator

Services are to be performed per equipment manufacturer's applicable instruction manual.

- Inspect Air Cleaner
- Inspect Battery & Charging System
- Check all AC/DC Connections
- Check Voltage & Frequency
- Inspect Voltage Regulator
- Inspect Exhaust System
- Check Engine Block Heater
- Check Cooling System
- Check Spark Plugs (replace annually)
- Check Oil Level (change oil & oil filter annually)
- Check Ignition System - Change rotor/cap if applicable
- Check ATS (all) - Test under load if possible

Additional Commercial Services Available: Please call for pricing.

- Load Bank Testing
- Engine Oil Analysis
- Coolant Analysis
- Opacity Testing

Rates for Additional Service Contract Work:

Labor & Travel: \$145.00
Overtime Labor & Travel: \$217.50
Travel is round trip from Ocean, NJ, or Fairfield, NJ or Hauppauge, NY.

Signature: _____ Date: _____
Name: _____ Daytime Phone: _____
Email Address: _____

Sub-Total: \$860.00
Sales Tax: \$0.00
Total: \$860.00

Email: ben.evans@cooper-electric.com

Fax: Authorization to (732) 493-2625
Phone: (732) 774-1058

Mail: CPS, 42 Cindy Lane, Ocean, NJ 07712

Contract #: 33076

TERMS AND CONDITIONS

Section 1. Customer's Responsibilities: Customer or Customer's authorized agent shall maintain visual service procedures to ensure that the emergency power equipment, including the generator, automatic transfer switch, remote alarm panels, and other related equipment (the "Equipment") is operational between service calls. These procedures should include, but not be limited to, observing fluids leaking from the Equipment, inspecting and maintaining proper fluid levels between preventive maintenance inspections, keeping snow, debris, and landscape material from accumulating in and around the Equipment, performing Equipment exercises as programmed, and reporting any warning light or sound that would indicate a problem. These procedures should be followed to help minimize possible emergency service needs and assure minimum maintenance costs. A record of these maintenance procedures should be maintained by Customer for reference. Customer acknowledges that it received a copy of the Owner's Manual for the Equipment when Customer purchased the Equipment. Customer agrees that, in addition to following the procedures set forth above in this Section 1, it will follow and adhere to the rules and requirements associated with maintenance of the Equipment as set forth in the Owner's Manual. Customer shall remain current on all invoices and understands that Servicing Agent will not perform any service calls on the Equipment if Customer has any past-due invoices.

Section 2. Servicing Agent's Responsibilities: Servicing Agent agrees to carry out those maintenance services on the Equipment as are set forth on page 1 of this Agreement. Insofar as practical, Servicing Agent shall maintain a complete service history and service procedure data for reference in service of the Equipment. It is agreed that this Agreement covers only those items as outlined herein, and it does not include any expense to repair damage caused by abuse, accident, theft, acts of a third person, forces of nature, alteration of the Equipment, or improper operation of the Equipment. Servicing Agent agrees to provide a competent factory-trained service organization. To ensure the operating dependability of the Equipment, after each maintenance inspection by Servicing Agent, Servicing Agent will furnish Customer with a written report detailing any conditions found and advising if further service on the Equipment is required.

Section 3. Limitation on Warranties and Liability; Exclusive Remedies: (a) Servicing Agent represents and warrants that any services provided by Servicing Agent hereunder will be performed with that degree of care and skill ordinarily possessed of a person providing similar services under similar conditions. Customer acknowledges and agrees that it must bring any warranty claims within thirty (30) days of Servicing Agent's performance of any non-conforming portion of such services provided hereunder, and Customer's failure to do so will constitute irrevocable acceptance of such services and waiver of any related claims; (b) EXCEPT AS EXPRESSLY PROVIDED IN SUBSECTION 3(a) ABOVE, SERVICING AGENT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ITEMS FURNISHED OR SERVICES PERFORMED UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. SERVICING AGENT DOES NOT AUTHORIZE ANY PERSON TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND CUSTOMER SHOULD NOT RELY ON ANY PERSON MAKING ANY SUCH STATEMENTS; (c) CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO RE-PERFORMANCE OF THE SERVICE, OR CREDIT IN THE AMOUNT OF THE PURCHASE PRICE, AT THE OPTION OF SERVICING AGENT; (d) IN NO EVENT SHALL EITHER PARTY OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY SPECIAL, RELIANCE, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ECONOMIC, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES TO PROPERTY, FOR LOSS OF PROFITS OR INCOME, LOSS OF USE OR LOSS OF TIME, WHETHER IN CONTRACT, TORT, OR OTHERWISE RESULTING FROM ITS PERFORMANCE, NON-PERFORMANCE OR DELAY IN PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, WHETHER OR NOT IT OR THEY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND THE PARTIES FURTHER AGREE THAT, EXCEPT AS TO SERVICING AGENT'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 4(a) BELOW, UNDER NO CIRCUMSTANCES SHALL SERVICING AGENT BE LIABLE TO CUSTOMER UNDER THIS AGREEMENT IN AN AMOUNT TO EXCEED THE CONSIDERATION ACTUALLY PAID BY CUSTOMER TO SERVICING AGENT FOR THE SPECIFIC PRODUCT OR SERVICE AT ISSUE FOR EACH SINGLE EVENT, INCIDENT, OR OCCURRENCE OF AN ACT OR OMISSION COMMITTED BY SERVICING AGENT; (e) Except to the extent that such terms and conditions expressly conflict with the terms and conditions hereunder, the provision of replacement parts and products by Servicing Agent to Customer, if any, shall also be subject to Servicing Agent's standard terms and conditions for the sale of goods in effect from time to time; (f) Neither Servicing Agent, nor its parent or affiliates, nor any of its/their directors, officers, employees, agents or representatives shall be responsible for Servicing Agent's default under this Agreement, or any delay or failure to render services contemplated hereunder, due to causes beyond Servicing Agent's control, including strikes, labor disputes, acts of God, or the like.

Section 4. Indemnification: (a) Servicing Agent shall defend, indemnify and hold Customer harmless from and against all claims, actions, damages, losses and expenses, including reasonable attorneys' fees, on account of bodily injuries (including death) or property loss or damage to others (including Servicing Agent's employees) arising out of or resulting from Servicing Agent's performance of this Agreement to the extent and degree such claim, action, damage, loss or expense is caused by the negligent act or omission or willful misconduct of Servicing Agent or its employees. Nothing contained herein shall obligate Servicing Agent to indemnify and hold Customer harmless from and against any claim, action, damage, loss or expense to the extent and degree caused by the negligent act or omission or willful misconduct of Customer or its employees. The indemnity obligations of Servicing Agent shall not extend to punitive, incidental, consequential, or indirect damages suffered by Customer. This indemnification provision shall survive termination of the Agreement for a period of eighteen (18) months; (b) Customer shall defend, indemnify and hold Servicing Agent harmless from and against all claims, actions, damages, losses and expenses, including reasonable attorneys' fees, on account of bodily injuries (including death) or property loss or damage to others (including Customer's employees) arising out of or resulting from the performance of this Agreement to the extent and degree such claim, action, damage, loss or expense is caused by the negligent act or omission or willful misconduct of Customer or its employees. Nothing contained herein shall obligate Customer to indemnify and hold harmless Servicing Agent from and against any claim, action, damage, loss or expense to the extent and degree caused by the negligent act or omission or willful misconduct of Servicing Agent or its employees. The indemnity obligations of Customer shall not extend to punitive, incidental, consequential, or indirect damages suffered by Servicing Agent. This indemnification provision shall survive termination of the Agreement for a period of eighteen (18) months.

Section 5. Emergency and Non-Preventive Maintenance Services: No services or materials are included under this Agreement unless specifically referred to herein. Replacement parts will be billed at prices prevailing at the time of use. It is agreed that Servicing Agent will supply labor and test equipment as necessary to perform the above-indicated preventive maintenance. Servicing Agent offers twenty-four (24) hour emergency service. The after hours number for such emergency service is 732-571-8672. Emergency service and other non-preventive maintenance services carried out by Servicing Agent to Customer between scheduled preventive maintenance service dates will be provided at rates in effect at the time of service for labor, parts and travel time, and Customer shall receive a reduced labor rate in such instances. Travel rates shall only apply for travel to locations accessible by public roads. Lodging and miscellaneous expenses shall be billed at cost plus a handling fee.

Section 6. Taxes: Prices do not include federal, state, or local sales, use, property, or excise taxes. If any such taxes are imposed, Servicing Agent will bill them to Customer as a separate item. In lieu of such taxes, Customer shall provide with each order, a tax exemption certificate, acceptable to the proper taxing authorities.

Section 7. Term; Termination: The term of this Agreement shall commence on the date Servicing Agent accepts from Customer: (i) a signed copy of this Agreement; and (ii) full payment of the Amount Due (the "Effective Date"), and shall continue thereafter for a period of twelve (12) months, unless terminated earlier by the parties hereto. This Agreement may be terminated at any time by either party, for any reason or no reason, upon thirty (30) days' prior written notice to the other party, or such other notice as is required by law, addressed to the last known address of the other party. Other than as to Customer's continuing obligation to pay all sums due to Servicing Agent for all services performed, and materials and equipment supplied, under this Agreement, which such sums shall be immediately due in full upon termination by either party, as provided in this Agreement, or otherwise, no claim for damages on account of such termination shall arise against either party.

Section 8. Amendment; Assignment: This Agreement may not be altered or amended, except as mutually agreed to in writing by the parties hereto. This Agreement is entered into and made effective solely by and between Servicing Agent and Customer, and may not be assigned, in whole or in part, by either party hereto.

Section 9. Relocation of Customer; Sale or Transfer of the Equipment: If Customer shall relocate to an address other than the location of Customer at the time of the Effective Date hereof, this Agreement shall be immediately terminated and, upon such termination, all obligations of Servicing Agent under this Agreement shall cease. If Customer sells or otherwise transfers title to the Equipment to a third-party not a party to this Agreement, this Agreement shall immediately terminate and all obligations of Servicing Agent under this Agreement shall cease.



Preventative Maintenance Contract Scope of Service Quote Commercial Diesel

Bill To: CITY OF GLEN COVE
9 GLEN STREET
GLEN COVE, NY 11542

Equipment Location: GLEN COVE NANCY COURT
NANCY COURT
GLEN COVE, NY 11542

Contract Number: 33080 **Coverage Period:** 04/01/2021 - 03/31/2022 **PM Visits/Year:** 2

EQUIPMENT

Generator Make & Model: CUMMINS DGFA-5694089 Engine Make & Model:
Generator Serial Number: NJ040705143 Engine Serial Number:

ATS Make, Model, & Serial Number:

Diesel Unit

Services are to be performed per equipment manufacturer's applicable instruction manual.

- Inspect Air Cleaner
- Inspect Battery & Charging System
- Check all AC/DC Connections
- Check Voltage & Frequency
- Inspect Voltage Regulator
- Check Cooling System
- Inspect Exhaust System
- Check Fuel System (change fuel filter annually)
- Check Oil Level (change oil & oil filter annually)
- Test unit under load if possible

Additional Commercial Services Available: Please call for pricing.

- Load Bank Testing
- Engine Oil Analysis
- Coolant Analysis
- Fuel Analysis
- Opacity Testing

Rates for Additional Service Contract Work:

Labor & Travel: \$145.00
Overtime Labor & Travel: \$217.50
Travel is round trip from Ocean, NJ, or Fairfield, NJ or Hauppauge, NY.

Signature: _____ Date: _____
Name: _____ Daytime Phone: _____
Email Address: _____

Sub-Total: \$998.00
Sales Tax: \$0.00
Total: \$998.00

Contract #: 33080

TERMS AND CONDITIONS

Section 1. Customer's Responsibilities: Customer or Customer's authorized agent shall maintain visual service procedures to ensure that the emergency power equipment, including the generator, automatic transfer switch, remote alarm panels, and other related equipment (the "Equipment") is operational between service calls. These procedures should include, but not be limited to, observing fluids leaking from the Equipment, inspecting and maintaining proper fluid levels between preventive maintenance inspections, keeping snow, debris, and landscape material from accumulating in and around the Equipment, performing Equipment exercises as programmed, and reporting any warning light or sound that would indicate a problem. These procedures should be followed to help minimize possible emergency service needs and assure minimum maintenance costs. A record of these maintenance procedures should be maintained by Customer for reference. Customer acknowledges that it received a copy of the Owner's Manual for the Equipment when Customer purchased the Equipment. Customer agrees that, in addition to following the procedures set forth above in this Section 1, it will follow and adhere to the rules and requirements associated with maintenance of the Equipment as set forth in the Owner's Manual. Customer shall remain current on all invoices and understands that Servicing Agent will not perform any service calls on the Equipment if Customer has any past-due invoices.

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Preventative Maintenance Contract Scope of Service Quote Commercial Diesel

Bill To: CITY OF GLEN COVE
9 GLEN STREET
GLEN COVE, NY 11542

Equipment Location: GLEN COVE POLICE DEPT.
1 BRIDGE STREET
GLEN COVE, NY 11542

Contract Number: 33078 **Coverage Period:** 04/01/2021 - 03/31/2022 **PM Visits/Year:** 2

EQUIPMENT

Generator Make & Model: Onan 35DGGB Engine Make & Model:
Generator Serial Number: F950575852 Engine Serial Number:

ATS Make, Model, & Serial Number:

Diesel Unit

Services are to be performed per equipment manufacturer's applicable instruction manual.

- Inspect Air Cleaner
- Inspect Battery & Charging System
- Check all AC/DC Connections
- Check Voltage & Frequency
- Inspect Voltage Regulator
- Check Cooling System
- Inspect Exhaust System
- Check Fuel System (change fuel filter annually)
- Check Oil Level (change oil & oil filter annually)
- Test unit under load if possible

Additional Commercial Services Available: Please call for pricing.

- Load Bank Testing
- Engine Oil Analysis
- Coolant Analysis
- Fuel Analysis
- Opacity Testing

Rates for Additional Service Contract Work:

Labor & Travel: \$145.00
Overtime Labor & Travel: \$217.50
Travel is round trip from Ocean, NJ, or Fairfield, NJ or Hauppauge, NY.

Signature: _____ Date: _____
Name: _____ Daytime Phone: _____
Email Address: _____

Sub-Total: \$772.00
Sales Tax: \$0.00
Total: \$772.00

Contract #: 33078

TERMS AND CONDITIONS

Section 1. Customer's Responsibilities: Customer or Customer's authorized agent shall maintain visual service procedures to ensure that the emergency power equipment, including the generator, automatic transfer switch, remote alarm panels, and other related equipment (the "Equipment") is operational between service calls. These procedures should include, but not be limited to, observing fluids leaking from the Equipment, inspecting and maintaining proper fluid levels between preventive maintenance inspections, keeping snow, debris, and landscape material from accumulating in and around the Equipment, performing Equipment exercises as programmed, and reporting any warning light or sound that would indicate a problem. These procedures should be followed to help minimize possible emergency service needs and assure minimum maintenance costs. A record of these maintenance procedures should be maintained by Customer for reference. Customer acknowledges that it received a copy of the Owner's Manual for the Equipment when Customer purchased the Equipment. Customer agrees that, in addition to following the procedures set forth above in this Section 1, it will follow and adhere to the rules and requirements associated with maintenance of the Equipment as set forth in the Owner's Manual. Customer shall remain current on all invoices and understands that Servicing Agent will not perform any service calls on the Equipment if Customer has any past-due invoices.

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Preventative Maintenance Contract Scope of Service Quote Commercial Diesel

Bill To: CITY OF GLEN COVE
9 GLEN STREET
GLEN COVE, NY 11542

Equipment Location: GLEN COVE DPW YARD
DPW YARD
GLEN COVE, NY 11542

Contract Number: 33075 **Coverage Period:** 04/01/2021 - 03/31/2022 **PM Visits/Year:** 2

EQUIPMENT

Generator Make & Model: Katolight 55SX9E Engine Make & Model:
Generator Serial Number: Engine Serial Number:

ATS Make, Model, & Serial Number:

Diesel Unit

Services are to be performed per equipment manufacturer's applicable instruction manual.

- Inspect Air Cleaner
- Inspect Battery & Charging System
- Check all AC/DC Connections
- Check Voltage & Frequency
- Inspect Voltage Regulator
- Check Cooling System
- Inspect Exhaust System
- Check Fuel System (change fuel filter annually)
- Check Oil Level (change oil & oil filter annually)
- Test unit under load if possible

Additional Commercial Services Available: Please call for pricing.

- Load Bank Testing
- Engine Oil Analysis
- Coolant Analysis
- Fuel Analysis
- Opacity Testing

Rates for Additional Service Contract Work:

Labor & Travel: \$145.00
Overtime Labor & Travel: \$217.50
Travel is round trip from Ocean, NJ, or Fairfield, NJ or Hauppauge, NY.

Signature: _____ Date: _____
 Name: _____ Daytime Phone: _____
 Email Address: _____

Sub-Total: \$948.00
Sales Tax: \$0.00
Total: \$948.00

Contract #: 33075

TERMS AND CONDITIONS

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Section 3. Limitation on Warranties and Liability; Exclusive Remedies: (a) Servicing Agent represents and warrants that any services provided by Servicing Agent hereunder will be performed with that degree of care and skill ordinarily possessed of a person providing similar services under similar conditions. Customer acknowledges and agrees that it must bring any warranty claims within thirty (30) days of Servicing Agent's performance of any non-conforming portion of such services provided hereunder, and Customer's failure to do so will constitute irrevocable acceptance of such services and waiver of any related claims; (b) EXCEPT AS EXPRESSLY PROVIDED IN SUBSECTION 3(a) ABOVE, SERVICING AGENT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ITEMS FURNISHED OR SERVICES PERFORMED UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. SERVICING AGENT DOES NOT AUTHORIZE ANY PERSON TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND CUSTOMER SHOULD NOT RELY ON ANY PERSON MAKING ANY SUCH STATEMENTS; (c) CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO RE-PERFORMANCE OF THE SERVICE, OR CREDIT IN THE AMOUNT OF THE PURCHASE PRICE, AT THE OPTION OF SERVICING AGENT; (d) IN NO EVENT SHALL EITHER PARTY OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY SPECIAL, RELIANCE, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ECONOMIC, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES TO PROPERTY, FOR LOSS OF PROFITS OR INCOME, LOSS OF USE OR LOSS OF TIME, WHETHER IN CONTRACT, TORT, OR OTHERWISE RESULTING FROM ITS PERFORMANCE, NON-PERFORMANCE OR DELAY IN PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, WHETHER OR NOT IT OR THEY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND THE PARTIES FURTHER AGREE THAT, EXCEPT AS TO SERVICING AGENT'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 4(a) BELOW, UNDER NO CIRCUMSTANCES SHALL SERVICING AGENT BE LIABLE TO CUSTOMER UNDER THIS AGREEMENT IN AN AMOUNT TO EXCEED THE CONSIDERATION ACTUALLY PAID BY CUSTOMER TO SERVICING AGENT FOR THE SPECIFIC PRODUCT OR SERVICE AT ISSUE FOR EACH SINGLE EVENT, INCIDENT, OR OCCURRENCE OF AN ACT OR OMISSION COMMITTED BY SERVICING AGENT; (e) Except to the extent that such terms and conditions expressly conflict with the terms and conditions hereunder, the provision of replacement parts and products by Servicing Agent to Customer, if any, shall also be subject to Servicing Agent's standard terms and conditions for the sale of goods in effect from time to time; (f) Neither Servicing Agent, nor its parent or affiliates, nor any of its/their directors, officers, employees, agents or representatives shall be responsible for Servicing Agent's default under this Agreement, or any delay or failure to render services contemplated hereunder, due to causes beyond Servicing Agent's control, including strikes, labor disputes, acts of God, or the like.

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Preventative Maintenance Contract Scope of Service Quote Commercial Diesel

Bill To: CITY OF GLEN COVE
9 GLEN STREET
GLEN COVE, NY 11542

Equipment Location: GLEN COVE WELL STATION
DUCK POND RD
HOOK GATE RD
GLEN COVE, NY 11542

Contract Number: 33079 **Coverage Period:** 04/01/2021 - 03/31/2022 **PM Visits/Year:** 2

EQUIPMENT

Generator Make & Model: MARATHON 500FDF4138BA Engine Make & Model:
Generator Serial Number: HD-95059-2 Engine Serial Number:

ATS Make, Model, & Serial Number:

Diesel Unit

Services are to be performed per equipment manufacturer's applicable instruction manual.

- Inspect Air Cleaner
- Inspect Battery & Charging System
- Check all AC/DC Connections
- Check Voltage & Frequency
- Inspect Voltage Regulator
- Check Cooling System
- Inspect Exhaust System
- Check Fuel System (change fuel filter annually)
- Check Oil Level (change oil & oil filter annually)
- Test unit under load if possible

Additional Commercial Services Available: Please call for pricing.

- Load Bank Testing
- Engine Oil Analysis
- Coolant Analysis
- Fuel Analysis
- Opacity Testing

Rates for Additional Service Contract Work:

Labor & Travel: \$145.00

Overtime Labor & Travel: \$217.50

Travel is round trip from Ocean, NJ, or Fairfield, NJ or Hauppauge, NY.

Signature: _____

Date: _____

Name: _____

Daytime Phone: _____

Email Address: _____

Sub-Total: \$1,228.00
Sales Tax: \$0.00
Total: \$1,228.00

Contract #: 33079

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Preventative Maintenance Contract Scope of Service Quote Commercial NG Liquid Cooled

Bill To: CITY OF GLEN COVE
9 GLEN STREET
GLEN COVE, NY 11542

Equipment Location: GLEN COVE EMS
10 GLEN COVE AVE
GLEN COVE, NY 11542

Contract Number: 33077 **Coverage Period:** 04/01/2021 - 03/31/2022 **PM Visits/Year:** 2

EQUIPMENT

Generator Make & Model: Kohler 60RZ282 Engine Make & Model:
Generator Serial Number: 369532 Engine Serial Number:

ATS Make, Model, & Serial Number:

Natural Gas Liquid Cooled Generator

Services are to be performed per equipment manufacturer's applicable instruction manual.

- Inspect Air Cleaner
- Inspect Battery & Charging System
- Check all AC/DC Connections
- Check Voltage & Frequency
- Inspect Voltage Regulator
- Inspect Exhaust System
- Check Engine Block Heater
- Check Cooling System
- Check Spark Plugs (replace annually)
- Check Oil Level (change oil & oil filter annually)
- Check Ignition System - Change rotor/cap if applicable
- Check ATS (all) - Test under load if possible

Additional Commercial Services Available: Please call for pricing.

- Load Bank Testing
- Engine Oil Analysis
- Coolant Analysis
- Opacity Testing

Rates for Additional Service Contract Work:

Labor & Travel: \$145.00
Overtime Labor & Travel: \$217.50
Travel is round trip from Ocean, NJ, or Fairfield, NJ or Hauppauge, NY.

Signature: _____ Date: _____
Name: _____ Daytime Phone: _____
Email Address: _____

Sub-Total: \$814.00
Sales Tax: \$0.00
Total: \$814.00

Email: ben.evans@cooper-electric.com

Fax: Authorization to (732) 493-2625
Phone: (732) 774-1058

Mail: CPS, 42 Cindy Lane, Ocean, NJ 07712

Contract #: 33077

TERMS AND CONDITIONS

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Resolution 6-G



**CDBG 47th YEAR APPLICATION SUMMARY
(Funding 9/1/21 – 8/31/22)**

The CDA acts as agent for the City in the administration of this programs funding. CDA board reviewed and approved the proposed activities and dollar amounts application at its meeting on March 9, 2021 totaling \$451,500.00* as follows:

MUNICIPAL ACTIVITIES:

• Administration	\$ 70,000.00
• Commercial Rehabilitation	\$ 40,000.00
• Disposition	\$ 70,000.00
• Acquisition/Spot Blight	\$ 50,000.00
• Residential Rehabilitation	\$ 30,000.00
• <u>Public Facilities & Improvements</u>	
-PF&I North Shore Historic Museum	\$ 5,000.00
-PF&I Street & Sidewalk Pedestrian Imps.	\$ 70,000.00
-PF&I Basketball Courts (near City Stadium)	<u>\$ 65,000.00</u>
MUNICIPAL ACTIVITY SUBTOTAL	\$400,000.00

PUBLIC SERVICE AGENCY PROGRAMS:

• SAFE Community Counseling	\$9,500
• Youth Bureau Employment Program.....	\$8,500
• Sr. Center Project Beacon.....	\$9,500
• Child Day Care Healthy Hearts Program.	\$7,500
• Boys & Girls Club Summer Program.....	\$8,500
• EOC Summer Program.....	\$4,000
• La Fuerza Legal Assistance Program.....	<u>\$4,000</u>
PUBLIC SERVICE AGENCY SUBTOTAL	\$ 51,500.00

TOTAL GRANT APPLICATION: \$451,500.00*

Resolution 6-H



SECTION 1 INTRODUCTION

1.1 Scope

This agreement (hereinafter the “Contract”) is made by and between the City of Glen Cove, 9 Glen Street, Glen Cove, New York 11542 (the “City” or “Purchaser”) and KONE Inc. with its place of business at 47-36 36th Street, Long Island City, New York, 11101 (“Kone” or “Contractor”). The City and KONE are collectively referred to as the “Parties.”

1.2 Definitions

In addition to the terms defined in Appendix B, Section 2, Definitions, the following terms shall have the following meanings:

“**ASME**” shall mean the most current version of the American Society of Mechanical Engineers provision that is cited.

“**Authorized User’s Representative**” shall mean the authorized representative of an Authorized User that is identified in the contract entered into under this Solicitation.

“**Best Value**” shall mean the basis for awarding contracts for services to the offerer which optimizes quality, cost and efficiency, among responsive and responsible offerers. Such basis shall reflect, wherever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offerers that are small businesses or certified minority- or women-owned business enterprises as defined in subdivisions one, seven, fifteen and twenty of section three hundred ten of the executive law to be used in evaluation of offers for awarding of contracts for services.

“**Bidder**” shall refer to any business entity who submits a response to the Solicitation. At the time that the Bidder executes a contract with the State for their services a Bidder shall become a “Contractor.” See also “Contractor”.

“**Business Hours**” shall mean Monday through Friday, between the hours of 7:00 A.M. and 5:00 P.M. EST, except New York State Holidays unless otherwise specified by the Authorized User.

“**Callback Service Report**” – A report provided to the Authorized User by the Contractor documenting an instance of Emergency Callback Service and describing the reason for the callback, actions taken to address the callback and any further actions and/or repairs that may be necessary.

“**Corrective Maintenance**” shall mean Repair and/or Replacement services as defined in this Solicitation and shall be performed anytime the preventative maintenance, test or inspection identifies equipment and parts that have failed or are worn out. The Contractor shall bring back to working order, equipment or parts malfunctioning or damaged, due to wear-and-tear, or failure detected during regular preventative maintenance, tests or inspections.

“**Corrective Maintenance Report**” – A report provided to the Authorized User by the Contractor documenting Corrective Maintenance work performed and describing the work performed, the materials used in the work, the labor provided and a summary of the cost of the work.

“**Dumbwaiter**” – A small freight elevator that is intended to carry objects other than passengers.

“**Elevator Downtime Report**” – A report provided to the Authorized User by the Contractor documenting the condition of an Elevator which has been taken out of service. This report describes the condition of the Elevator, the reason it was taken out of service, the proposed repairs which are required to restore the elevator and the proposed schedule for the repairs.

“**Emergency Callback Service**” – This refers to a service provided by the Contractor 24-hour-a-day, 7 days-a-week, as defined in See 2.8 *Callback Service*.

“**Escalator**” - A moving staircase that is used to transport pedestrians between floors and consists of a motor driven chain of individual, linked steps that are attached to a continuously circulating belt.

“**Facility Working Days**” - shall mean the days of the week and the length of such working days that an Authorized User indicates for a particular facility in its Mini-bid Project Definition.

“**Full Service Contract**” - shall mean that the Contractor's fees and markup rates include all labor and materials required to

provide the preventive and corrective elevator maintenance services outlined in this Contract and subsequent Mini-bid Agreements, which includes, but is not limited to all labor, all materials and supplies, all emergency work and special requests; all administrative, reporting or other requirements, all overhead costs and profit, all travel costs, freight, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc.

“Geared Traction Elevator” - An elevator, typically powered by an electric motor, which utilizes traction to propel the elevator with the use of worm gears or a gearbox.

“Gearless Traction Elevator” - An elevator, typically powered by an electric motor, which utilizes traction to propel the elevator without the use of worm gears or a gearbox.

“Hydraulic Elevator” - An elevator which uses hydraulics to propel the elevator. Hydraulic elevators may utilize either an underground cylinder (Conventional), an above ground cylinder (Holeless) or a combination of ropes and above ground cylinders (Roped).

“Lift Equipment” shall refer to Geared Traction Elevators, Gearless Traction Elevators, Hydraulic Elevators, Escalators, Stage Lifts, Wheelchair Lifts and Dumbwaiters collectively.

“Maintenance” as per ASME A17.1 is a process of routine examination, lubrication, cleaning, and adjustment of parts, components, and/or subsystems for the purpose of ensuring performance in accordance with the applicable Code requirements.

“Maintenance Control Program (MCP)” shall mean a written plan outlining all required inspection, testing and maintenance work for the equipment covered under this Solicitation. The Maintenance Control Program may also be referred to as a Maintenance Control Plan.

“May” denotes the permissive in a Contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also see “Should”.

“Major Corrective Maintenance” means the Corrective Maintenance that exceeds the Major/Minor Corrective Maintenance Thresholds specified in Section 2.4 *Corrective Maintenance*.

“Minor Corrective Maintenance” means Corrective Maintenance calculated according to the requirements of and is less than the Major/Minor Corrective Maintenance Threshold specified in Section 2.4 *Corrective Maintenance*.

“Miscellaneous Lift Equipment” shall refer to Stage Lifts, Wheelchair Lifts and Dumbwaiters.

“Must” denotes the imperative in a Contract clause or specification. Means required - being determinative/mandatory, as well as

“On-site” refers to any space owned or leased by the Authorized User or which is open to the public at which the Authorized User’s business operations are conducted.

“Overtime” shall be defined as set forth in Labor Law Section 232.

“Pre-Maintenance Repair Services” are corrective maintenance services to be performed at the start of an awarded Mini-bid Agreement to bring the equipment back to good working order or into compliance with the Code. Pre-Maintenance Repairs are identified using the last inspection report issued by the Qualified Elevator Inspector, the list of known deficiencies provided by the Authorized User or may be discovered during pre-bid inspections.

“Preventative Maintenance Service” shall mean the process of inspection, routine examination, lubrication, cleaning and adjustment of parts, components, and/or subsystems for the purpose of ensuring acceptable performance in accordance with applicable ASME Code requirements, the manufacturer’s specifications, and the specifications defined in this Contract.

“Procurement Services” shall refer to the division of the New York State Office of General Services which is authorized by law to issue centralized, statewide contracts for use by Authorized Users.

“Qualified Elevator Inspector (QEI)” – An elevator inspector certified in accordance with ASME QEI-1 ‘*Standard for Qualified Elevator Inspectors*’.

“Repair” as per ASME A17.1 is the reconditioning or renewal of parts, components, and/or subsystems necessary to keep equipment in compliance with applicable Code requirements.

“Repair Item” shall refer to an individual part, component or subsystem that receives Corrective Maintenance.

“Repair Services” shall mean the reconditioning or renewal of parts, components, and/or subsystems necessary to keep the Lift Equipment in compliance with applicable Code requirements and the manufacturer’s specifications.

“Replacement Services” as per ASME A17.7 shall mean the substitution of a device or component and/or subsystems in its entirety, with a unit that is basically the same as the original for the purpose of ensuring performance in accordance with applicable Code requirements and the manufacturer’s specifications.

“Shall” denotes the imperative in a Contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also see “Must”.

“Service” means provision of labor and/or materials and all ancillary costs for the performance of preventative or corrective maintenance.

“Service Facility” means the Contractor-operated, physical location where the Contractor’s elevator mechanics report.

“Should” denotes the permissive in a Contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also see “May”.

“Stage Lift Elevator” - Stage Lift Elevators are specialized elevators, typically powered by hydraulics, that are used to raise or lower entire sections of a theatre stage.

“Wheelchair Lift” - A fully powered device used to raise a wheelchair and its occupant to overcome a step or similar vertical barrier or to transport a wheelchair and its occupant between floors of a building.

SECTION 2 SPECIFICATIONS

All work performed under this Contract shall be performed in accordance with the following sections.

2.1 EQUIPMENT DESCRIPTION (“Equipment”)

Manufacturer	Type	Sub-Type	Count
Other	Other	Lula Lift	1
Other	Other	Dumbwaiter	1
Other	Other	Dumbwaiter	1
US	Elevator	Hydraulic	1
Otis	Elevator	Hydraulic	1
Other	Elevator	Hydraulic	1

2.2 Maintenance Requirements (City Hall Elevator; Senior Center; EMS Elevator; Fire Dept.; Police Dept.)

All Lift Equipment shall be maintained at its initial performance ability (same speed, safety, and efficiency) as originally specified by the equipment manufacturer or most recent upgrade specifications. All work shall be done in accordance with the requirements of these specifications and the latest adopted editions of ASME A17.1, Safety Code for Elevators and Escalators, A17.2 Inspectors Guide for Elevator and Escalators and A17.3 Safety Code for Existing Elevators and Escalators (including supplements) hereinafter referred to as ASME A17; and A18.1-Safety Standard for Platform Lifts and Stairway Chairlifts. The safety practice and procedures in the “Elevator Industry Field Employees Safety Handbook” shall also be followed when performing maintenance and repairs.

An Authorized User shall identify the Lift Equipment to be serviced in the Mini-bid Project Definition. The Contractor shall be responsible for inspecting, maintaining and repairing the Lift Equipment identified and all associated components not specifically listed that are supplemental to and a part of the operation of the overall Lift Equipment. Prospective Contractors shall personally verify all Lift equipment listed in the Mini-bid Project Definition during the mandatory site visit.

Should a Mini-bid Project Definition include any freight elevators that are authorized to carry passengers, such elevators shall be inspected and maintained as a passenger elevator.

2.3 Preventive Maintenance

Preventive Maintenance services are the process of inspection, routine examination, lubrication, cleaning and adjustment of parts, components, and/or subsystems for the purpose of ensuring acceptable performance in accordance with applicable ASME Code requirements and the manufacturer’s specifications. The Contractor’s not-to-exceed Monthly Maintenance Fee price shall include the cost of all labor, materials and supplies to meet the preventive maintenance requirements including, but not necessarily limited to, the preventive maintenance requirements contained in the manufacturer’s specifications, ASME A.17 and ASME A.18.1. It shall also include the preparation of Maintenance Control Programs, all non- billable call back service work and special requests, all ASME required Elevator testing and inspections and all administrative and reporting requirements.

As part of the preventive maintenance requirements the Contractor shall also be responsible for maintaining the lighting fixtures installed in the car, hoist way, pit, car top, and car emergency lighting including all lighting fixture components such as ballasts, bulbs, lamps, and tubes; and is also responsible for maintaining the car telephone or intercommunication systems from elevator to elevator controller. In addition, the Contractor is responsible for replacing lamps and bulbs for the lighting fixtures in the elevator equipment room, but is not responsible for the ballasts or fixtures in that room.

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. KONE performs maintenance service in accordance with a proprietary system called KONE Maintenance Method. Data gathered about the equipment is analyzed to determine optimum maintenance frequency. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

Hydraulic Elevators

1. Relay Logic Control System

All control system components.

2. Microprocessor Control System

All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

3. Power Unit

Pump, motor, valves, and all related parts and accessories.

4. Hoistway and Pit Equipment

All elevator control equipment and buffers.

5. Rails and Guides

Guide rails, guide shoe gibs, and rollers

6. Wiring

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

7. Door Equipment

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

8. Manual Freight Door Equipment

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

9. Power Freight Door Equipment

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

10. Hydraulic System Accessories

Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.

11. Signals and Accessories

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

12. Car Equipment

All elevator control system components on the car.

Examination and Lubrication - (Police Dept.; City Hall Dumbwaiter; EMS Dumbwaiter;)

KONE will provide the labor to perform maintenance visits to examine and/or lubricate the following equipment areas per twelve month period.

- Control system
- Power unit and/or machines
- Hydraulic system accessories
- Hoistway and pit equipment
- Door equipment
- Signals and accessories
- Rails and guides

KONE will provide all lubricants, greases, and wiping cloths.

If KONE identifies items, which, in KONE's judgment, require replacement or repair, KONE will submit to Purchaser a separate proposal and contract for Purchaser's signature. KONE makes no guarantee that its examination will identify any items that require replacement or repair.

2.4 Corrective Maintenance

Corrective Maintenance as referred to herein shall mean Repair and/or Replacement Services.

For the purposes of evaluating whether Corrective Maintenance qualifies as either Minor or Major Corrective Maintenance, the Contractor shall calculate the total cost of the Corrective Maintenance in accordance with the following formulas, and the cost shall be calculated per Repair Item which shall be compared to the Major/Minor Corrective Maintenance Threshold listed in Table 2.

Total Cost of Repair Item = (Labor Cost) + (Material Cost)

Where:

Labor Cost = (H) x [(1 + LMR/100) x (PWR + SB)]

H = Number of labor hours needed to complete the Corrective Maintenance

LMR = Labor Markup Rate (%)

PWR = Prevailing Wage Rate

SB = Supplemental Benefits

Material Cost = (Cost of Materials) x (1 + MMR/100)

Where:

MMR = Materials Markup Rate (%)

Corrective maintenance work that has a Total Cost that exceeds these thresholds shall be considered Major Corrective Maintenance. The Contractor shall justify all costs for Major Corrective Maintenance to the Authorized User's satisfaction, and for Repair Items that qualify as Major Corrective Maintenance the Contractor shall be compensated for the full cost of the work unless the corrective maintenance is determined to be the result of the Contractor's negligence, in which case the Contract shall not be additionally compensated.

Prior to performing any Major Corrective Maintenance, the Contractor shall submit a Cost Proposal to the Authorized User for approval. The Cost Proposal shall be a maximum, not to exceed price; shall include all labor and material costs associated with the Major Corrective Maintenance and shall be calculated on a per item basis (like items shall not be combined in the calculation).

Upon approval, a letter authorizing the work will be issued by the Authorized User and a copy of such letter must accompany the invoice for the Major Corrective Maintenance services. Please note that if subcontractors are to be used, the requirements of Section 2.22 'Subcontracting of Work' shall be met.

2.5 Work Not Included in Contract (Out of Scope Work)

The Contractor is not responsible for performing the following work:

- a. Refinishing of the elevator car interior walls, elevator car interior ceiling, elevator car floor covering, and escalator balustrades, trim and moldings;
- b. Maintenance and repair of lighting ballasts and fixtures in the elevator equipment room, except for the replacement of lamps or bulbs which is included;
- c. Maintenance and repair of hoist way enclosure walls, hoist way door frames and hoist way sills;
- d. Maintenance and repair of telephone company lines with the exception of elevator telephone or intercommunication systems which are included;
- e. Maintenance and repair of main line power switches; and
- f. Maintenance and repair of emergency power plants and associated supplies.

2.6 Maintenance Control Program (MCP)

Within fourteen (14) days after award of a Mini-bid Project Definition, the Contractor shall submit to the Authorized User a Maintenance Control Program (MCP) for review and approval. The MCP shall be prepared in accordance with the requirements of the manufacturer's specifications, ASME A.17 and ASME A18.1 and shall include monthly reporting to the Authorized User. The MCP shall cover a period of at least twelve months, or the term of the Mini Bid Agreement, if fewer than 12 months, and shall be updated and resubmitted annually on the anniversary date of the award of the Mini-bid Agreement, or on a more frequent basis if agreed to by the Authorized User and the Contractor.

The approved MCP shall include, but not be limited to, the following:

- a. The MCP shall articulate all required work in accordance with the manufacturer's recommendations and applicable ASME Standards in such a format that the Authorized User Representative and/or any lay person (a non-elevator expert) can understand the required tasks and be able to monitor whether or not the required tasks are being performed at the required intervals and to the required specifications.
- b. The MCP shall include all tests and inspections (including Fire Service Testing).
- c. The MCP shall document Minor and Major Corrective Maintenance activities.
- d. The MCP shall include the minimum number of preventive maintenance hours of service to be provided per month for each elevator.
- e. The MCP shall reflect the 12-month Mini-bid Project Definition cycle, beginning upon Mini-bid Agreement or the entire term of the Mini-bid Agreement, if fewer than 12 months.

As part of the Maintenance Control Program, the Contractor shall submit, to the Authorized User, monthly MCP Status Reports showing progress made towards completion of the tasks contained in the MCP.

In addition, the Authorized User may specify minimum maintenance requirements in the Mini-bid Project Definition which the Contractor shall incorporate into the MCP.

2.7 Callback Service

The Contractor agrees to provide 24-hour-a-day, 7 day-a-week callback service which shall be included in the cost of the Monthly Maintenance Fee. Should a callback occur outside of Business Hours, resulting in the actual payment of Overtime to an employee, reimbursement will be made for the use of Overtime in accordance with Section 2.21 'Overtime' unless

1. The callback is due to the fault or negligence of the Contractor, which shall be determined by the Authorized User, in which case no additional Overtime reimbursement will be made and the service costs will be deemed fully covered by the Monthly Maintenance Fee, or
2. The callback is made pursuant to Section 2.8(a), in which case additional Overtime reimbursement will be made without preapproval.

The Authorized User will provide the Contractor with a list of individuals who are authorized to call for Emergency Callback Services and the Contractor shall provide the Authorized User with the names and telephone numbers (home, cellular, and office) of the persons to be contacted for service. Both parties shall keep this list updated as required.

In the event of callback service, a journeyman elevator mechanic will report to the site of the call when requested by the Authorized User or those persons designated by the Authorized User, in accordance with the following schedule:

- a. Within one (1) hour after receipt of request for any stalled Lift Equipment containing trapped passenger or any Lift Equipment designated in the Mini-bid Project Definition as being essential. In the event a passenger is trapped in stalled Lift Equipment, the procedures specified in the ASME A17.4, 'Guide for Emergency Evacuation of Passengers from Elevators' shall be followed.
- b. Within the first two (2) regular work hours of the next regular working day for any of the other Lift Equipment covered by the Mini-bid Project Definition.
- c. For each callback service call, the Contractor shall provide the Authorized User a 'Callback Report' within the timeframe specified in Section 2.12 'Deliverables'. The 'Callback Report' shall include a copy of the work ticket(s) along with supporting documentation, the format of which shall be approved by the Authorized User in advance of the first submittal. Callback Reports shall contain the following minimum information:
 - (a) Name and address of the Contractor
 - (b) Name of the Contractor's employee in charge of the work
 - (c) Name of the Contractor's employee(s) performing the work.
 - (d) Date(s) work performed and work hours expended
 - (e) Brief description of work performed/corrective action including equipment identification
 - (f) Signature and name of the Contractor's employee authorized to sign for the Contractor and attest to the necessity and completeness of the work, and the accuracy of the invoice.

2.8 Notification of Conditions Requiring Repair

The Contractor shall give immediate notice to the Authorized User Representative of any apparent damage, defects or repairs required to the Lift Equipment covered under the resulting Mini-bid Project Definition. This notice shall consist of both verbal notification on the day of discovery and written notice within three days thereof.

In addition, for any conditions the Contractor interprets to be excluded from Contract under Section 2.5 *Work Not Included in Contract*, the Contractor shall notify the Authorized User Representative, verbally on the day of discovery, and shall follow-up in writing no later than three (3) days thereof, informing of the existence or development of any defects in, or repairs required to, the Lift Equipment. The Authorized User reserves the right to solicit offers from, and have corrections or repairs made by, other sources for work outside the scope of the resulting contract(s).

2.9 Safety Inspections and Tests (Excluding Fire Service Testing)

All inspection and testing services identified in this section shall be included in Contractor's Monthly Maintenance Fee. No additional costs will be paid for inspections and testing outside of the Monthly Maintenance Fee, except for Fire Service Testing.

The Contractor shall perform all periodic inspections and tests for the Lift Equipment, in accordance with the requirements of ASME A17 and ASME A18, and all such inspections/tests shall be witnessed by the Authorized User's approved Qualified Elevator Inspector (QEI).

The Contractor shall submit the schedule for all tests and inspections to the Authorized User Representative and the QEI, within fifteen (15) days of the commencement of the resulting Mini-bid Project Definition. All tests and inspections shall also be included in the Maintenance Control Program.

The Authorized User Representative shall schedule the inspections and tests based on the date the last inspection and test were performed in each one of the Lift Equipment. The Contractor will be allowed a fifteen (15) day timeframe from the date of the last inspection and test are due. The periodic inspections and tests shall be conducted during Business Hours unless otherwise approved by the Authorized User. Tests that require building shutdown will be scheduled outside of normal Business Hours with the Authorized User's authorization.

The Contractor shall provide skilled and competent mechanics to perform the tests and inspections, in accordance with the staff requirements. The tests and inspections shall be witnessed by the Authorized User's approved QEI, and the QEI shall determine if the mechanics provided by the Contractor are competent to perform the job. If the QEI determines that the mechanics are not competent to do the job, then the Authorized User Representative will be contacted and the Contractor shall be required to change the staff.

Should there be any delay of more than one-half (1/2) hour during testing, the Contractor is required to immediately contact the Authorized User Representative, and failure to do so will result in the Contractor being responsible for the Authorized User's employees use of time, and the costs of the QEI (as determined by the contract rates between the Authorized User and QEI).. Otherwise the QEI services shall be paid for separately by the Authorized User.

2.10 Contract Meetings

1. The Contractor will be responsible for the completion of a variety of administrative and reporting requirements, and the cost of same will be included in the Monthly Maintenance Fee.
2. Upon award of a Mini-bid Agreement and prior to the start of any work, the Contractor shall be available for an initial job meeting with the Authorized User Representative. This meeting shall include:
 - A. The Contractor's submission of the Maintenance Control Program to be reviewed and approved by the Authorized User.
 - B. A review of all Authorized User facility use rules.
 - C. An introduction for each respective Authorized User organization, chain of command, etc.
3. Unless otherwise directed by the Authorized User, there shall be monthly job meetings for the following purposes:
 - A. Review job progress, quality of work, and approval and delivery of materials.
 - B. Identify and resolve problems that impede planned progress.
 - C. Coordinate the efforts of all concerned so that the Mini-bid Project Definition progresses on schedule to on time completion.
 - D. Maintain a sound working relationship between the Contractor and the Authorized User, and a mutual understanding of the Mini-bid Project Definition requirements.
 - E. Maintain sound working procedures.

2.11 Liquidated Damages

If the Contractor fails to complete services in accordance with these specifications, within the times specified herein or in the applicable Definition, it is understood, and the Contractor hereby agrees that, because of the immeasurability of the damages the Authorized User would suffer because of such a breach the below provisions will determine the Contractor's liability therefore, not as a penalty, but as liquidated damages.

For purposes of this Section 2.13 the 'Daily Rate' shall be calculated by dividing the number of working days in the respective month ("Monthly Working Days") into the 'Monthly Maintenance Fee' and multiplying the result by a fraction, the numerator of which shall be the number of Elevators, escalators or Miscellaneous Lift Equipment subject to diminution of use at the Facility and the denominator of which shall be the number of Elevators, escalators or Miscellaneous Lift Equipment at the premises covered by the resulting Contract(s). The Authorized User shall identify its working days and the length of such working days (e.g., 7:a.m.-6:00 p.m.) in the Mini-bid Project Definition.

Daily Rate Formula:

$$\text{Daily Rate} = \frac{\text{Monthly Maintenance Fee}}{\text{Monthly Working Days}} \times \frac{\text{Number(s) of Lift Equipment. Subject to Diminution}}{\text{Total Number of Lift Equipment Under Contract}}$$

Example: Facility X has 15 elevators. During the month of September 2015, the Contractor failed in providing service to two elevators during the entire month. There are 21 working days in the month of September. The contract monthly maintenance fee is \$ 12,000.00.

$$\text{Daily Rate} = (\$12,000/21) \times (2/15) = \$75.19$$

1. **LIQUIDATED DAMAGES FOR FAILURE TO RESPOND TO EMERGENCY CALLBACK SERVICE:** If the Contractor fails to timely respond to callback service as required in this Contract or any Mini-bid Project Definitions issued hereunder, deductions will be made, from future monthly invoice(s), at a rate of \$100.00, per incident, to compensate the State for the loss of use of the Lift Equipment and the inconvenience created thereby. Any additional costs incurred by the Facility Representative as a result of acquiring the services of an alternate elevator maintenance company, due to the failure of the Contractor to timely respond to callback service, will also be deducted from the monthly invoice. The Authorized User Representative will notify the Contractor of failure to respond to a request for callback service and will deduct the appropriate withholding amount from future monthly invoice(s).

2. **LIQUIDATED DAMAGES FOR FAILURE TO MAINTAIN AND/OR PROVIDE SPARE PARTS:** If the Contractor fails to provide any of the parts covered in this Contract or any Mini-bid Project Definitions issued hereunder within 24 hours of establishment of need for such parts, the Authorized User will deduct the 'Daily Rate' (see Daily Rate Formula above) from future invoice(s) for every day until the parts are received, to compensate the Authorized User for the loss of use of the Lift Equipment and the inconvenience created thereby. For this purpose, parts shall be considered those parts needed for "normal wear and tear" or "small" parts. The Authorized User's Representative shall make the final determination, and will notify the Contractor of any failure to provide parts and will deduct the appropriate withholding amount from future monthly invoice(s).

3. **LIQUIDATED DAMAGES FOR FAILURE TO PROVIDE REQUIRED PREVENTIVE MAINTENANCE:** If the Contractor fails to timely complete required preventive maintenance tasks, in accordance with the approved Maintenance Control Plan, this Contract or any Mini-bid Project Definitions issued hereunder, the applicable manufacturer's preventative maintenance recommendations or the ASME codes, the Authorized User's Representative will notify the Contractor and will deduct two (2) times the Daily Rate (see Daily Rate Formula above) from future monthly invoice(s), to compensate the State for the diminution of services, for each and every day beyond the required maintenance performance period until such time that the work is complete and accepted by the Authorized User Representative. For example, if the maintenance item is due to be performed monthly and was not performed during the scheduled calendar month, but was performed on the 10th day of the next month, the Contractor would be assessed 9 days of liquidated damages for the period of non-compliance. Provided, however, that in the case of periodic tasks that are never performed by the time that the next performance period ends, liquidated damages assessment will cease for the prior performance period when the next performance period ends.

4. **LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE MAINTENANCE DEFICIENCIES AS CITED BY THE STATE QUALIFIED ELEVATOR INSPECTOR:** If the Contractor fails to timely correct maintenance deficiencies as identified by the State's Qualified Elevator Inspector/Inspection Report, by the sooner of the time periods set forth in the State's Qualified Elevator Inspector/Inspection Report or 30 days from Contractor's receipt from the Authorized User Representative of the Qualified Elevator Inspector's inspection report, the Authorized User Representative will notify the Contractor and deduct two (2) times the Daily Rate (see Daily Rate Formula above) from future monthly invoice(s), to compensate the State for the diminution of services, for each and every day beyond the due date until such time that the work is complete and accepted by the Authorized User Representative.

5. LIQUIDATED DAMAGES FOR EXCESS UNSCHEDULED LIFT EQUIPMENT DOWN-TIME: Lift Equipment cannot experience unscheduled down-time of more than six Facility working days per contract year per piece of Lift Equipment unless the Contractor's failure to place the Lift Equipment back into service arises out of causes beyond the Contractor's control and without the fault or negligence of the Contractor (i.e. acts of God, the public enemy, fires, floods, freight embargoes, regulated utilities delays, etc.). If Lift Equipment is down longer than the acceptable amount of time specified above, the Excess Lift Equipment Downtime Liquidated Damages Formula below will determine the Contractor's liability therefore, not as a penalty, but as liquidated damages.

The Contractor's liability for such liquidated damages shall be the product of three factors: (i) the yearly contract costs; times (ii) a fraction, the numerator of which shall be the number of Lift Equipment subject to diminution of use at the premises and the denominator of which shall be the number of Elevators, escalators or other equipment at the premises covered by the contract; times (iii) a fraction, the numerator of which shall be the number of days of unscheduled down time in excess of the threshold six Facility working days per year per elevator/escalator and the denominator of which shall be the number of days in the year that the Facility is in operation. Unscheduled down time of less than 50% of the Authorized User's working days as identified in the Mini-bid Project Definition shall not be charged against the Contractor; and down time of 50% or more of the Authorized User's working days as identified in the Mini-bid Project Definition shall be counted as a full day. "Yearly contract cost" as used herein shall mean the fixed maintenance cost payable by the Authorized User for the contract year in which said damages are sustained, including any escalations from prior years, but shall not include extra charges properly billed by the Contractor under this Agreement. If such damages occur in a period that is partly in one contract year and partly in another, the damages assessable in each such year shall be separately computed using the appropriate yearly contract cost for such each portion.

This liquidated damages clause shall be in addition to all other liquidated damages clauses in this Contract once the Lift Equipment experiences unscheduled down-time of more than six Facility working days per year per piece of Lift Equipment. Unscheduled down-time means the length of time that the Lift Equipment is out-of-service for reasons other than the down-time previously scheduled by the Contractor and agreed to by the Authorized User (e.g. time for tests or inspections). The length of time that Lift Equipment is out-of-service shall be measured by the Authorized User; beginning at such time the Authorized User notifies the Contractor that the Lift Equipment is out-of-service or that an unsafe condition exists and ending at such time the Lift Equipment is safely placed back into service.

Excess Lift Equipment Downtime Liquidated Damages (EEDLD) Formula:

$$\text{EEDLD} = (\text{contract yearly amount}) \times \frac{\# \text{ of Lift Equipment out of service}}{\text{Total Number of Lift Equipment under this Contract}} \times \frac{\text{Number of days out of service in excess of six Facility working days}}{\text{Annual Working Days}}$$

Example: Facility Y has 16 elevators. During the month of January 2014, elevator number 8 was out of service the entire month. The contract yearly amount is \$ 60,000. There were 22 Facility working days in January; therefore there were 16 days of excess elevator downtime in January. There were 260 Facility working days in 2014.

$$\text{EEDLD} = \$60,000 \times (1/16) \times (16/260) = \$230.77$$

6. LIQUIDATED DAMAGES FOR FAILURE TO TIMELY SUBMIT THE MAINTENANCE CONTROL PLAN (MCP) FOR APPROVAL: If the Contractor fails to timely submit the MCP to the Authorized User Representative for approval, the Authorized User Representative will notify the Contractor and deduct one (1) time the Daily Rate (see above Daily Rate Formula) per Elevator, Escalators or other Lift Equipment from future monthly invoices for each and every day late until such time that the MCP is submitted to the Authorized User Representative for approval. The MCP is the support documentation used by the Authorized User Representative to certify that the maintenance service had been performed. In addition to the assessment of liquidated damages, the non-submittal the MCP will also result in a suspension of payments for the preventive maintenance monthly fee.

7. LIQUIDATED DAMAGES FOR FAILURE TO TIMELY PERFORM REQUIRED ASME SCHEDULED TESTS: If the Contractor fails to timely perform all required tests and inspections, in compliance with Section 2.10 'Safety Inspection and Tests', except for causes beyond the Contractor's control and without the fault or negligence of the Contractor (i.e. acts of God, the public enemy, fires, floods, freight embargoes, regulated utilities delays, etc.), the Contractor will be assessed liquidated damages to compensate the State for the inconvenience and potential liabilities resulting from Contractor's untimely performance. The liquidated damages shall be equal to two (2) times the Daily Rate (see above Daily Rate Formula) for each and every day beyond the due date until such time that the tests or inspections are complete and accepted by the Authorized User Representative. Such liquidated damages shall be deducted from future monthly invoice(s).

8. GENERAL: In the event that the Contractor's performance results in the possibility of assessing multiple types of

liquidated damages for a piece of equipment for the same time period, with the exception of liquidated damages for excessive unscheduled down time under subdivision 5 above which shall be in addition to all others, only one type of liquidated damages will be assessed for that piece of equipment for the subject time period. Provided, however that the type of liquidated damages to be assessed for that period shall be the one that would yield the largest amount of liquidated damages payment to the Authorized User.

2.12 Invoices and Monthly Payments

Invoices shall be submitted monthly and shall consist of one invoice for the Monthly Maintenance Fee and Fire Service Testing Fee (if applicable), and a separate invoice for Major Corrective Maintenance services.

All invoices for the Monthly Maintenance Fee shall be accompanied by the monthly Maintenance Control Program Status Report. All invoices for Major Corrective Maintenance shall be accompanied by the work tickets, material invoices and the authorization letter documenting the work. This invoice will contain the Contract ID number; the name of the Authorized User; the location where service was performed; and, either in its body or as an attachment, will contain a copy of the report (in accordance with the reporting requirements specified in section 7.29 itemizing work completed during that month).

Payment for any invoices which are submitted without acceptable supporting documentation may be withheld at the discretion of the Authorized User.

The monthly payment for services covered shall be calculated by adding the Monthly Maintenance Fee, Fire Service Testing Fee and Major Corrective Maintenance labor and materials costs and then subtracting any Liquidated Damages.

Should a Contractor be subjected to Liquidated Damages, such damages will be calculated and assessed to the Contractor's next monthly payment or other future invoice at the discretion of the Authorized User, and disputes regarding Liquidated Damages shall result in the withholding of payment until the dispute is settled.

2.13 Performance Evaluations

The Contractor's performance shall be monitored by the Authorized User to ensure that all work is performed in accordance with these specifications and/or the specifications established in a Mini-bid Project Definition. In cases of poor contract performance, an Authorized User shall submit a deficiency report using the Performance Survey to the Office of General Services. Should a Contractor receive three deficiency reports from Authorized Users documenting unsatisfactory performance, OGS reserves the right to suspend the Contractor from participating in future Mini-bids in either a specific facility, region or on a statewide basis at the discretion of the Commissioner.

Benchmarks for evaluating the Contractor's performance include, but are not limited to, the following items:

1. Completion of the scheduled preventative and corrective maintenance as specified by the manufacturer's recommendations, ASME A17.1 and ASME A18.1.
2. Completion of work check charts and the MCP report for the Lift Equipment.
3. Timely completion of all work required as a result of maintenance deficiencies noted as a result of the Authorized User's Qualified Elevator Inspector (QEI) testing/inspections or maintenance auditing. The maintenance deficiencies shall be completed within thirty (30) working days of the receiving date of the testing/inspection report from the QEI. Within three (3) working days of said test/inspection, Contractor shall provide the Authorized User Representative a schedule and a proposal, if applicable, which includes but is not limited to; outlining the required scope of work and start and completion dates for the work.
4. Down-time of not more than six Facility Working Days per year per piece of Lift Equipment. Down-time means the length of time that a piece of Lift Equipment is out-of-service. The length of time that a piece of Lift Equipment is out-of-service shall be measured by the Authorized User Representative; beginning at such time the Authorized User Representative notifies the Contractor that the Lift Equipment is out-of-service or that an unsafe condition exists and ending at such time the Lift Equipment is safely placed back into service. In the event that Contractor is delayed beyond Contractor's control in being able to place the Lift Equipment back into service, Contractor shall provide the Authorized User Representative two forms of documentation proving that such delay is beyond Contractor's control. An example of acceptable documentation may be written statements from two independent suppliers of a particular part(s) that are not readily available, and accompanied by a shipping date of such availability. Upon verification, Authorized User Representative may interrupt the total "down-time" duration. The "down-time" is exclusive of acts of God and vandalism.

5. Responsiveness to Emergency Callback Services placed by the Authorized User Representative or his/her designee, in compliance with the timeframe established on section 2.8 'Callback Service'.
6. The Contractor's failure to repair or correct deficiencies detected during the performance of the preventative maintenance or reported to the Contractor by the Authorized User Representative.

2.14 On-Site Work

Services performed on-site by Contractor's employees, subcontractors or agents shall be rendered in accordance with the following requirements:

1. The Contractor shall be completely responsible for all performed work, including the work of all subcontractors, including any damages or breakdowns caused by the failure to take appropriate action.
2. The Contractor is responsible for taking all necessary precautions to avoid damage to the Authorized User's equipment or facilities. Should any damage occur due to the Contractor's operations, the Contractor shall immediately notify the Authorized User Representative, and shall repair/replace the damaged property at the Contractor's own expense.
3. The Contractor is required to follow all applicable facility rules and regulations.
4. The Contractor's Elevator mechanics, helpers, subcontractors and their associated personnel shall follow all check in/check out procedures, including the signing of building logs when required, in accordance with the Facility's procedures and guidelines. Failure to follow check in/check out procedures, whether intentional or not, may be understood to mean that services were not performed.
5. The Authorized User will not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
6. No illegal drug use of any type, or alcoholic beverages by the Contractor or its personnel shall be permitted in the performance of the contract.
7. The Authorized User Representative reserves the right to reject and bar from their facilities any employee hired by the Contractor for legitimate reasons including, but not limited to, performance or security based issues.
8. All Lift Equipment machine rooms, hoist ways, pits, and Lift Equipment will be kept free of dust, dirt, grease, oil, and foreign debris to the extent possible as to not pose a safety or operational hazard.
9. The Contractor shall keep all Material Safety Data Sheets (MSDS) on file with the Authorized User Representative, or designee, for all commonly used products and shall provide a separate listing of the 1-800 emergency telephone numbers for all products.
10. The Contractor will use reasonable care to minimize the generation of waste, and will properly dispose of all waste it does generate.
11. The Contractor will use reasonable care to minimize the risk that its work poses to the environment, the customers, the general public and the contract employees.
12. The Contractor shall immediately notify the Authorized User Representative in writing of any indication of underground oil seepage which may be attributed to a leaky underground hydraulic cylinder.

2.15 Inspection of Work

The quality of service will be subject to inspection by the Authorized User or Authorized User's designee at any time. For all such inspections, the Contractor shall provide an elevator mechanic who shall be on site during the testing, and the cost shall be included in the Monthly Maintenance Fee. Should it be found that the quality of services being performed is not satisfactory to the Authorized User, and that the requirements of the specifications are not being met, the Authorized User may terminate the Mini-bid Agreement and employ another Contractor to fulfill the requirements of the contract.

2.16 Staffing

All work under the Contract shall be performed by skilled, competent, journeyman elevator mechanics directly employed or supervised by the Contractor or an approved subcontractor. Elevator mechanic helpers may be used, provided they are under the direct supervision of a journeyman elevator mechanic on site at all times. Direct supervision means working under constant guidance or simultaneously with a journeyman elevator mechanic. All journeyman elevator mechanics shall have a minimum of three (3) years of experience maintaining Lift Equipment. Sufficient personnel shall be assigned to meet the requirements of the Mini-bid Project Definition.

If required in the Mini-bid Project Definition, the Contractor shall provide proposed staffing information with their Mini-bid response (including but not limited to the names of Elevator Mechanics, their years of experience, etc) that may be evaluated by the Authorized User as part of their award methodology.

On-Site Mechanic

When the scope of the Mini-bid Project Definition justifies a continuous presence at the work site to perform preventive maintenance and minor corrective maintenance, the Authorized User may require that an on-site mechanic be stationed at the facility for a specified amount of time each work day. All requirements for an on-site mechanic, including the minimum amount of time that the mechanic must be present, shall be specified in the Mini-bid Project Definition. All costs for the On-site Mechanic shall be included in the Monthly Maintenance Fee bid, and no additional reimbursement will be made for the On-site Mechanic.

Scheduled Building Shutdowns

An elevator technician or mechanic shall be required to be on site during all building shutdowns. Scheduled shutdowns typically occur during non-business hours (i.e.: 5:00 pm to 7:00 am business days, 24 hours on weekends and holidays), last for a duration of approximately eight hours and there are typically two scheduled building shutdowns each year. The cost of labor for shutdowns will be included in the price bid for the Monthly Maintenance Fee.

Access for Repairs to Equipment Located Near Lift Equipment

Should equipment (including but not limited to security systems or fire alarms) located in or near Lift Equipment require assistance with access, the Contractor shall provide an elevator mechanic who will be on site to assist with access, and the cost of this assistance shall be paid for based on the actual hours worked, (not including travel time) and the Labor Markup Rate.

2.17 Documentation and Record Keeping

The Contractor shall maintain the following documentation and records on-site, for the use of the QEI and Authorized User:

- Wiring diagrams
- Code identified written and unique procedures
- Code identified checkout procedures
- Emergency elevator evacuation procedure
- Corrective maintenance records
- Parts and equipment replacement records
- Oil usage records
- Periodic Tests records
- Replacement criteria compliance records in accordance with ASME A17.6
- Call Back records

The Contractor shall also maintain the following documentation and records on-site in the elevator machine room:

- Equipment cleaning procedures shall be posted in a transparent enclosure for protection.
- MCP records

In addition, upon request the Contractor shall provide the Authorized User with the manufacturer's preventive maintenance recommendations and the preventive maintenance requirements from the latest adopted editions of ASME A17 and ASME A18.1 for the equipment covered under this Contract.

2.18 Work Scheduling

All work performed under the resulting Mini-bid Agreement shall be coordinated with the Authorized User Representative in advance (prior to arrival at the facility) to ensure that the Lift Equipment is available and that access to the site can be provided.

In addition, when arriving at the Facility, all Contract personnel shall report to the Authorized User Representative in such a manner as pre-determined by the Authorized User Representative, and when exiting the facility, the Contractor's personnel shall again report to the Authorized User's Representative. Such attendance and reporting shall be documented in a manner defined by the Authorized User.

Should it be required to remove Lift Equipment from service, the elevator mechanic shall coordinate the removal with the Authorized User Representative. The number(s) of Lift Equipment units removed from service at one time shall be pre-approved by the Authorized User Representative, and typically not more than one (1) Lift Equipment unit shall be removed from service at a time.

The time of day that each Lift Equipment unit can be shut down for routine maintenance shall be scheduled with the Authorized User Representative to minimize the disruption caused by the Lift Equipment being out of service. In instances where the performance of the service requires the Lift Equipment to be out of service for a period exceeding sixty (60) minutes, the Contractor shall notify the Authorized User Representative. The Contractor shall provide to the Authorized User Representative the reason for keeping the Lift Equipment out of service for longer than sixty (60) minutes, and the estimated timeframe to return the Lift Equipment back to service. If Lift Equipment designated as essential is out of service for a period exceeding sixty (60) minutes, the Authorized User Representative may designate alternate Lift Equipment as essential through notification of the Contractor, and this designation shall remain in effect until all Lift Equipment is placed back in service.

2.19 Overtime

The use of Overtime by the Contractor, except as otherwise provided in Section 2.8, must be pre-approved by the Authorized User Representative in order for the Contractor to be eligible for reimbursement for Overtime in accordance with this section. When pre-approval to use Overtime is granted and the service being performed is covered under either the 'Monthly Maintenance Fee' or 'Fire Service Testing Fee', the Contractor shall pay its employees, at a minimum, the Overtime-hourly rate required by the NY State prevailing wage rate schedules and the Authorized User will separately reimburse Contractor for the difference between the regular Prevailing Wage rate and the overtime-hourly rate. When pre-approval to use Overtime is granted and the service being performed is covered under Major Corrective Maintenance, reimbursement will be made at the overtime-hourly rate required by the NY State prevailing wage rate schedules.

Except as otherwise provided in Section 2.8, should the Contractor work Overtime without pre-approval, no reimbursement will be made to the Contractor for the payment of Overtime prevailing wages.

2.20 Subcontracting of Work

OGS considers the Contractor to be the sole contractor with regard to all provisions of this Contract. No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this Contract. The Contractor accepts full responsibility for the actions of all employees or subcontractor/subcontractor's employee(s) who carry out any of the provisions of this Contract.

At the discretion of the Authorized User, a limit may be placed on the total value of all subcontracting work during the term of each Mini-bid Agreement, exclusive of New York State certified MWBE firms. If such a limit is imposed, it shall be specified in the Mini-bid Project Definition and expressed as a not to exceed percentage of the total Mini-bid value.

If subcontractors are to be used for the performance of services covered by the Monthly Maintenance Fee, it is understood that the Centralized Contract Price and Mini-bid Price include the cost of the subcontractor and no additional compensation will be allowed. If subcontractors are to be used for the performance of Major Corrective Maintenance, all pricing and associated terms and conditions established under the Centralized Contract shall apply.

During the term of this Contract and before any part of the any Mini-bid Agreement is subcontracted, the Contractor shall submit to the Authorized User, in writing, the name of each proposed subcontractor and obtain written consent for the use of each subcontractor. This information shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor by the Authorized User without causing delay in the work of the Task Order, and the Contractor shall promptly furnish such information as the Authorized User or his/her designee may require concerning the proposed subcontractor's ability and qualifications.

2.21 Materials and Equipment

The Contractor shall evaluate each specific installation to determine the spare parts inventory needed to be maintained on site in order to prevent downtime caused by the need to procure spare parts. The Contractor shall have and maintain on hand within the region, or adjacent County, a supply of spare parts sufficient for the preventative and corrective maintenance and expedient emergency repair of the Lift Equipment and shall also provide an adequate supply of tools to make repairs without any undue delay. At the Facility, the Authorized User shall provide sufficient metal storage cabinet space for spare parts and metal containers for the storage of waste and other flammable materials. The Contractor shall provide a lock to keep the contents of the metal storage cabinet secure and a key for the lock shall be provided to the Authorized User Representative.

The Contractor shall provide all replacement parts and equipment of every description. A replacement part is an individual piece of the equipment; equipment is made up of several parts. All replacement parts shall be new as specified by the original manufacturer or new after-market parts that are accepted by the Elevator industry as equal or better. In any instance where replacement parts specified by the original equipment manufacturer or after-market parts of equal or better quality are no longer available, an "equal" item may be acceptable, provided advance written approval of the item is obtained from the Authorized User.

All new parts shall have at least a one year warranty. All new equipment shall have either a one year warranty or the manufacturer's warranty, whichever expires later. In the event a part or equipment needs replacement during the warranty period, the Contractor shall replace the part or equipment at no cost to the Authorized User.

All worn out, damaged and defective parts being replaced by the Contractor shall be presented to the Authorized User Representative for inspection prior to replacement. Authorized User retains right to keep all worn out, damaged and defective parts being replaced.

2.22 Equipment, Wiring, and Circuit Changes

The Contractor shall not make changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, and may not alter the original circuit or wiring design of the Lift Equipment unless authorized in writing by the Authorized User's Representative. The Contractor shall submit any such proposed change to the Authorized User's Representative for approval, and shall include complete legible drawings and wiring diagrams, as well as a complete description of and justification for the proposed change. Prior to submitting the proposed change, the Contractor shall, at its own cost and expense, obtain comments from the original equipment manufacturer concerning the overall effect of such changes on the system. If changes are made, the Contractor shall provide the Authorized User Representative with three exact copies of as-built drawings of the modifications including a complete description of the changes. The cost for all drawings and wiring diagrams shall be included in the Monthly Maintenance Fee.

2.23 Schematic Wiring Diagrams

The Contractor shall maintain a complete set of current, legible schematic wiring diagrams in each machine room for the Lift Equipment contained therein. Should Schematic Wiring Diagrams be unavailable or are unable to be retrieved from the previous Contractor, the Authorized User may specify in their Mini-Bid Project Definition the need for replacement diagrams, and the Contractor shall provide them as a pre-maintenance repair item. All schematic diagrams shall become the property of the Authorized User, and the cost for schematic wiring diagrams, with the exception of those agreed to be provided as a pre-maintenance repair item, shall be included in the Monthly Maintenance Fee.

2.24 Contractor Close-Out Inspection and Repair

The Authorized User may at its sole discretion elect, at least sixty (60) days prior to the expiration of the Mini-bid Agreement to, have the Contractor and the Authorized User's Representative, or designee, undertake a complete examination of the Elevators covered under the Mini-bid Agreement. The Contractor shall coordinate and schedule the examination with the Authorized User's Representative. It is the responsibility of the Authorized User's Representative to determine if such an examination is warranted, and the Authorized User's Representative is advised to contact an independent Qualified Elevator Inspector to assist with the examination.

The Authorized User's Representative or designee, with the assistance of the Qualified Elevator Inspector, shall prepare an Existing Deficiency Report listing all deficiencies noted during the examination and the Contractor shall correct all deficiencies, with compensation made in accordance with either the provisions for Minor or Major Corrective Maintenance depending on the total cost of the repair, prior to the expiration of the Mini-bid Agreement.

2.25 Examination of Buildings, Lift Equipment to be Serviced and Contract Documents

Each Contractor is under an affirmative duty to inform itself by personal examination of the specifications and location of the proposed work during the mandatory site visit and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the Mini-bid Agreement is to be executed.

The Authorized User's interpretation of specifications shall be final and binding upon the Contractor.

2.26 Pre-Maintenance Repairs

In response to a Mini-bid Project Definition, the Contractor shall submit a maximum, not to exceed proposal to make repairs to any deficiencies identified in the Mini-bid Project Definition which qualify as Major Corrective Maintenance. These Pre-Maintenance repairs will be completed and paid for in accordance with Sections 2.4 '*Corrective Maintenance*' and 2.7.3 '*Labor and Material Markup Rates*' using the provisions for Major Corrective Maintenance. All Pre-Maintenance repairs shall be completed in accordance with Section 2.12 '*Deliverables*' unless otherwise stated in the Mini-bid Project Definition. Any deficiencies that qualify as Minor Corrective Maintenance shall be completed and included in the Monthly Maintenance Fee bid.

For all Pre-Maintenance Repairs, the Authorized User reserves the right to solicit offers from, and have the work completed by, other Contractors.

2.27 Reporting Requirements

The Contractor shall provide the following reports to either the Authorized User or OGS as detailed in the following sections. Failure to submit reports on a timely basis may result in Contract suspension and/or termination and designation of Contractor as non-responsible. The Contractor agrees that OGS reserves the right to amend the data elements collected in these reports. Such amendments shall not be substantive in nature and shall reflect information relevant to monitoring the expenditures under the Contract.

Monthly Reports

The Contractor shall submit to the Authorized User a monthly electronic report, within 5 (five) business days of the following month, for each Elevator serviced. The format of the monthly report and the specific information provided shall be pre-approved by the Authorized User and shall contain the following minimum information:

- The site location and Elevator identification number
- The date and time (in work hours) required to perform the work including arrival and departure times
- The type of work performed on the Elevator (preventative maintenance, corrective maintenance, repair, callback service, other)
- A description of the work performed on the Elevator
- A summary of the cost of the work
- In the case of callback service a description of the callback and corrective action taken
- A list of all materials used
- A list of all work scheduled to be performed, but that was not completed during the specified time frame.

Annual Reports

The Contractor shall submit to OGS Procurement Services an annual electronic report, within 30 days after the end of each calendar year. The format of the report and the specific information provided shall be pre-approved by OGS Procurement Services and shall contain the following information:

- A list of all active Mini-bid Agreements awarded under the Centralized Contract and Contracts with Authorized Users.
- A summary of the monthly invoices for each Mini-bid Agreement grouped by Lot number (Type of Elevator) and including the following information:
 - Invoice amounts for Monthly Maintenance Fees
 - Invoice amounts for Fire Service Testing Fees
 - Invoice amounts for Standby Mechanic labor
 - Invoice amounts for all major corrective maintenance labor
 - Invoice amounts for all major corrective maintenance materials
 - Invoice amounts for any other charges to the Authorized User

These annual reports shall be submitted to the current Contract Manager listed on the contract landing page on OGS Procurement Services' website or as listed in the Contract Award Notification document.

SECTION 3

TERMS AND CONDITIONS

3.1 Term of Contract

Term of Centralized Contract

This Contract shall commence on the effective date and continue for an initial period of three years. This Contract may be canceled, with cause, with 30 days notice by the City, giving KONE time to cure.

If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than 15 days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Contract upon five days written notice to the other party.

If mutually agreed between the City and the KONE, this Contract may be renewed under the same terms and conditions for one year.

3.2 Assignment

Assignment only on consent to a third party upon 30 days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment. Should the new owner fail to assume this Agreement, Purchaser shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement

3.3 Payment Terms

Payment is due net 60 days from the date of the invoice.

KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal.

3.4 Suspension of Service

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, Kone may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach. Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by Kone and paid separately by Purchaser. If Purchaser fails to make timely payment, any indemnity provided by Kone under the Agreement is null and void as to any damages that arise during the suspension period for non-payment.

3.5 Taxes

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

3.6 Insurance Requirements

During the contract period, Contractor shall maintain in force adequate workers' compensation, commercial general liability, errors and omissions, and other forms of insurance, in each case with insurers reasonably acceptable to the City of Glen Cove, with policy limits sufficient to protect and indemnify the City of Glen Cove and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and successors and assigns, from any losses resulting from KONE's negligent acts, or omissions or the negligent acts, or omissions of KONE's agents, contractors, servants, or employees. Contractor shall forward a certificate of insurance verifying such insurance upon the City of Glen Cove's written request, which certificate will indicate that such insurance policies may not be canceled before the expiration of a 30 calendar days notification period and that the City of Glen Cove will be immediately notified in writing of any such notice of termination.

Contractor will provide the City of Glen Cove an Owners and Contractors Protective Liability Policy (OCPL) with limits of \$2,000,000. This OCPL shall name City of Glen Cove as the Named Insured and will remain in effect through the term of this Agreement. In addition, Contractor will also provide the City of Glen Cove with a certificate of insurance showing the following policies:

- i. Commercial general Liability Coverage:
 - 1. Per Occurrence: \$1,000,000
 - 2. Aggregate: \$2,000,000
- ii. Workers Compensation Coverage (Statutory):
 - 1. Employer’s Liability \$100,000/\$100,000/\$500,000
- iii. NYS Disability Coverage: Statutory
- iv. Contractor’s Pollution Liability: \$1,000,000/occurrence
\$1,000,000/aggregate

3.7 Limitation of Liability

To the fullest extent permitted by law, Contractor shall (1) immediately defend and (2) indemnify the City of Glen Cove, and its councilmembers, officers, and employees from and against all liabilities, regardless of nature or type that arise out of, pertain to, or relate to this Agreement, and to the extent caused by Contractor, unless arising out of the City of Glen Cove’s negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys’ fees, courts costs, and costs of alternative dispute resolution.

3.8 Government Sales

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation (“FAR”).

3.9 Force Majeure

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service, epidemic or pandemic, or any other causes beyond the party's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

3.10 Venue

This exclusive venue for any dispute between the parties shall be in the County of Nassau, State of New York.

3.11 Price

\$1,000 per month payable by Purchaser annually in advance (\$12,000.00 per annual installment). If Purchaser does not sign this Agreement within 90 days after the tender date above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Annual in advance payment	0% Increase	\$1,000 per month	
Semi-Annual in advance payment	3% Increase	\$1,030.00 per month	
Quarterly in advance payment	6% Increase	\$1,060.00 per month	
Monthly in advance payment	8% Increase	\$1,080.00 per month	

3.12 Mercury-Added Consumer Products:

Contractor agrees that it will not sell or distribute fever thermometers containing mercury or any products containing elemental mercury for any purpose under this Contract.

3.13 NYS Department of Labor Prevailing Wage Rates

Prevailing wage rate as part of the requirements of Article 8 and Article 9 of the New York State Labor Law, requires public work Contractors and subcontractors to pay laborers, workers or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and to provide supplements (fringe benefits) in accordance with prevailing practices in the locality where the work is performed.

Work being bid is subject to the prevailing wage rate provisions of New York State Labor Law Article 8. The applicable Prevailing Wage Rate Schedule for this project is **PRC # 2014008985 Elevator Constructor**

For access to the Department of Labor (DOL) Prevailing Wage Schedule, use the following link:

<http://wpp.labor.state.ny.us/wpp/publicViewProject.do?method=showIt&id=1092219>

For Prevailing Wage Updates, use the following DOL link:

<http://wpp.labor.state.ny.us/wpp/publicViewPWChanges.do?method=showIt>

Links to schedule updates appear in the table at the bottom of the web page.

IMPORTANT NOTE: The above PRC number MUST be noted on all purchase orders issued for purchases from this contract.

Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, OGS General Specifications. Any federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" may be grounds for a determination of vendor non-responsibility and rejection of bid.

3.14 Notices

3.15

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Contract shall be in writing and shall be validly given when mailed by registered or certified mail, or hand delivered, (i) if to the City of Glen Cove, addressed to the City of Glen Cove at its address, attention to City Attorney and (ii) if to Contractor, addressed to Contract Administrator at the Contractor address. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Contract by giving 15 days written notice to the other party. The Parties agree to mutually designate individuals as their respective representatives for purposes of this Contract. Contact information for the designated individuals will be set forth as follows:

For the City:

City Attorney
City of Glen Cove
9 Glen Street, Room 307
Glen Cove, New York 11542

For the Contractor:

Joseph Kuzminski
KONE Inc.

47-36 36th Street

Long Island City, NY 11101

All notices sent shall be effective upon actual receipt by the receiving party. The Contractor will be required to forward a copy of the official notice to an Authorized User that is associated with the subject of the notice.

Written notice of any alleged breach by one party to the other shall provide specific facts, circumstances and grounds upon which the breach is being declared.

3.16 Captions

The captions contained in this Contract are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

3.17 Severability

If any provision of this Contract is deemed invalid or unenforceable, such determination shall have no effect on the balance of the Contract, which shall be enforced and interpreted as if such provision was never included in the Contract.

3.18 Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Contract. Any signature page of any such counterpart may be attached or appended to any counterpart to complete a fully executed counterpart of this Contract, and shall bind such party.

3.19 Entire Agreement

This Contract and the referenced appendices and attachments constitute the entire agreement between the Parties thereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and the Contract shall not be changed, modified or altered in any manner except by an instrument in writing executed by the City and the Contractor, with all necessary approvals. Authorized Users shall not have the authority to modify the terms of the Contract, except as to better terms and pricing for a particular procurement than those set forth herein.

3.20 Neither party shall be liable for incidental or consequential damages.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the dates below. The Parties further hereby certify that original copies of this executed and approved signature page will be affixed, upon final approval, to exact copies of this Agreement being executed simultaneously herewith.

City of Glen Cove

KONE Inc.



(Signature of Authorized Representative)

(Approved by) Authorized Representative

(Print Name)

Jay Dietz, Senior Vice President

Title

Title

March 12, 2021

Date KONE Oppy #11364188

Date

Resolution 6-I



FEE SHARING AGREEMENT

This FEE SHARING AGREEMENT (“Agreement”) made as of March __, 2021 is entered into by and among THE PLANNING BOARD OF THE CITY OF GLEN COVE, THE CITY COUNCIL OF THE CITY OF GLEN COVE, GASPARE TUMINELLO (in his individual and professional capacity), and GREGORY KALNITSKY (in his individual and professional capacity) (all collectively referred to as “the City”); and 135 GLEN COVE AVE. CORP., and LIVINGSTON DEVELOPMENT CORP., (collectively referred to as “Livingston” and, together with the City, the “Parties”, and each separately, the “Party”).

WHEREAS, the Parties recognize there is a common interest, as well as common questions of law and fact, relative to: (i) the proceeding titled *Roni Epstein v. Planning Board of the City of Glen Cove, City Council of the City of Glen Cove, 135 Glen Cove Ave. Corp., Livingston Development Corp., Gaspare Tuminello and Gregory Kalnitsky* (Sup. Ct. Nassau Cty.) (Index No. 615029/2020) (hereinafter, the “Proceeding”); and/or (ii) any action, proceeding or inquiry (whether commenced prior or subsequent to this Agreement) concerning the events alleged in or arising from the Proceeding; and

WHEREAS, the Respondent parties to the Proceeding are each represented by their own counsel, each of whom is a Party to this Agreement, and each pursuant to a separate retainer agreement between each respective Party and its counsel; and

WHEREAS, the Parties believe that participation in this Agreement is necessary to effectuate the best defense of the Parties and/or their respective clients or to otherwise facilitate the rendition of legal services; and

WHEREAS, the City Respondents believe that their interest will be best served by the appointment of Chase, Rathkopf, and Chase LLP (hereinafter “Chase”) to prepare and file an

answer, briefs and/or memoranda of law in response to the Petition on behalf of the City of Glen Cove Planning Board in the Proceeding, and, subject to the approval of the City Council, any fees incurred to be split equally amongst the City and Livingston; and

ACCORDINGLY, the undersigned Parties agree as follows:

1. Subject to the approval of the City Council, all fees incurred by Chase, Rathkopf and Chase in the Proceeding shall be split equally between the City and Livingston. Chase shall present its invoices for legal service rendered to the City in the Proceeding on a monthly basis in accordance with its existing retainer agreement with the City. The City shall present said invoices to Livingston upon receipt and Livingston shall reimburse the City for fifty percent (50%) of the invoice amount within thirty (30) days of receipt.

2. This Agreement may be terminated by any Party, as to such Party only, for any reason, upon ten (10) days' written notice to the other Parties.

3. This Agreement does not create or impute any attorney-client relationship between any Party and any counsel for any other Party except to the extent that communications are protected by the work product doctrine and/or any other applicable privilege or protection. Each Party and/or undersigned counsel acknowledges that it continues to represent itself and/or its respective client(s) for whom that lawyer or law firm is listed as counsel herein and nothing herein shall obviate, nullify or negate said attorney-client relationship.

4. This Agreement shall be interpreted according to and governed by substantive New York law.

5. Nothing in this Agreement shall be construed as a release or relinquishment of any rights or claims which any Party may have against any other Party or any other person. Nothing in this Agreement shall be construed to modify any rights, contracts, or agreements between the

Parties which may exist now or in the future.

6. This Agreement is not intended to create any rights in any person not a party to this Agreement.

7. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement shall become effective when one or more counterparts have been signed on behalf of each Party and delivered to counsel for the other Parties. For purposes of the foregoing, a facsimile or electronic signature of a signed counterpart shall constitute an original, and delivery of a facsimile or electronic signature shall be effective.

IN WITNESS WHEREOF, the signatories hereto have executed and delivered this Agreement as of the date and year first written above.

[Signature Page to Follow]

Dated: Glen Cove, New York
March __, 2021

By: _____
Tim Tenke
Mayor

Dated: Glen Cove, New York
March __, 2021

LIVINGSTON RESPONDENTS

By: _____
Name: Daniel Livingston
Title: President

Resolution 6-K



T2 Asset Group LLC

T2 Asset Group LLC
The Institute for Homeland Security and Training
230 Duffy Ave
Hicksville, NY 11802
(516) 470-1590

Training Agreement

March 3, 2021
Glen Cove Police Department

2021 Dates reserved:

March 22, 29, 30

April 5, 6, 7, 13, 14, 21

Services Rendered:	Rates:	Total:
Facility Fee	\$650.00 per day @ 9 Days	\$5850.00
Times reserved for training: 8am-noon	Dates reserved listed above	
		Total = \$5850.00

Approved by City of Glen Cove

Approved by F6 Labs

Mayor Timothy Tenke

Mary Grippo, General Manager

Resolution 6-L





Timothy Tenke
 Mayor
Michael A. Piccirillo
 Controller
mpiccirillo@glencoveny.gov

CITY OF GLEN COVE
OFFICE OF THE CITY CONTROLLER
 City Hall, 9 Glen Street, Glen Cove, NY 11542

Phone: (516) 676-2000
 Fax: (516) 759-6791
www.glencove-ny.us

TRAINING REQUEST FORM

Date: 03/18/2021

Your Name: YELENA QUILES

Department: FINANCE

Class Requested: NYSAMPO MARCH VIRTUAL CONFERENCE Cost of Class: \$30.00

Date(s) of Class(es): 03/18/2021

Costs Associated with Class:

Airfare:	Car Service:
Hotel:	Meals:
Rental Car:	Parking:
Gas:	
Mileage:	
Tolls:	

Total Estimated Cost of Class plus Expenses:

FUNDLINE: A1310-55442

Department Head Signature: 

*Must obtain City Council Approval before training class/conference. This could take at least two weeks.

Resolution 6-M



Evaluation Criteria	Consultants #1		Consultants #2		Consultant #3		Consultant #4	
	Cappiello Athletics		Gold Cost FC, LLC		Next Level Sports Facility, LLC		Paul Granito	
	Rating (R) 1-10	Weighted Rating (RxW)	Rating (R) 1-10	Weighted Rating (RxW)	Rating (R) 1-10	Weighted Rating (RxW)	Rating (R) 1-10	Weighted Rating (RxW)
Revenue generated to the City of Glen Cove Weight (W) = 40	8	320	9	360	9	360	3	120
Qualifications and Experience of Proposer Weight (W) = 30	7	210	9	270	8	240	4	120
Intended use of the Leased space (intensity of use) Weight (W) = 20	8	160	9	180	7	140	5	100
Local vendor preference Weight (W) = 10	10	100	7	70	3	30	3	30
TOTAL SCORE		790		880		770		370

Resolution 8-B



Contact

ion@ion.us

www.linkedin.com/in/puspurica
(LinkedIn)

www.puspurica.com (Personal)

newsplc.com (Company)

www.syndicaster.tv (Company)

Top Skills

Business Strategy

Revenue & Profit Growth

Strategic Partnerships

Honors-Awards

Syndicaster Named Top Publishing
Technology Innovation

Ion Puspurica

Digital Media Executive | GM, Syndicaster | CEO, News PLC
New York

Summary

Business and technology leader with a keen sense for building revenue streams, Ion brings to his engagements a hands-on, results-oriented approach and extensive experience in a wide range of industries, including digital advertising, interactive media and information technology.

Create, deliver, and run platforms and products driving the digital transformation of legacy media and technology companies. Proven track record leading rapid market expansion through new product development, sales, and dynamic partnerships.

digital strategy • human capital • advertising • online video • mobile platforms • SaaS sales

- Developing opportunities at the intersection of traditional and digital media.
- Proven track record growing organizations -- 1 to 100+ employees; \$0 to \$50MM+ in revenue.
- Building massive audiences through cross-platform syndication of licensed content.

Specialties: digital strategy • revenue growth • cloud computing • interactive media • online streaming technologies • digital advertising • programmatic • leveraging data analysis into fact-based decision making • multi-platform media distribution & syndication • technology development & deployment • mobile video • corporate development • go-to-market strategies

Experience

Syndicaster

GM

August 2017 - Present (3 years 8 months)

Greater New York City Area

Video made simple - we help broadcasters, newspapers and content owners create and leverage video assets and deploy digital strategies and advertising programs generating significant online revenues from targeted, highly desirable audiences.

News PLC

CEO

July 2007 - Present (13 years 9 months)

Greater New York City Area

With investments in news media and technology companies, News PLC has built a portfolio of cross-platform digital solutions focused on audience targeting, user engagement, content marketing and performance of multichannel news media. Our enterprise-class digital platforms and monetization technologies received industry accolades (Digiday Awards: 2012 Best Publishing Technology Innovation, 2016 Best Personalization Platform) and are used by hundreds of publishers to maximize the value of their content across digital platforms – web, mobile and OTT.

Critical Media

EVP, GM Syndicaster & Media Services Group

October 2007 - August 2017 (9 years 11 months)

New York

Lead Syndicaster & Media Services Group's business strategy, execution and development. Create tremendous defensibility by bringing to market products enabling the Company to provide a unified online video processing, distribution and monetization platform. Create growth through team development, product innovation, and strategic relationships. Drive deep market penetration within the broadcast and print industries. Develop key relationships with content providers and publishers.

Gannaway Group, WorldNow

Executive Vice President

December 1995 - October 2007 (11 years 11 months)

New York

Focused on investment opportunities in media and entertainment. Held various management positions with WorldNow - Gannaway's Group major holding. As founding member of the WorldNow team, Ion helped build the largest online network of local news and information sites (Local Media Network: LMN/ WorldNow ranked within the Top-10 U.S. properties for News & Information - comScore).

SAIC

Project Manager

October 1990 - November 1995 (5 years 2 months)

Built successful geo-sciences and technology advisory practice, part of SAIC's Energy, Environment & Infrastructure group. Responsible for strategic development and sales. Developed and managed key, multimillion-dollar accounts such as Southland Corporation (7-Eleven, Inc. as of 1999) and PSEG.

IFLGS

Geophysicist, Senior Analyst

August 1988 - May 1990 (1 year 10 months)

Develop and apply complex data modeling and advanced analytics to discover and evaluate natural gas and oil reserves.

Education

University of Bucharest

M.S., Geophysical Engineering · (September 1983 - July 1988)

University of Bucharest

M.S. Geophysical Engineering, Theoretical and Mathematical Physics,
Mathematical Models, Geophysics