

Resolution 6-A



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

THIS AGREEMENT (“Agreement”) made and dated as of the date (the “Effective Date”) that this Agreement is executed by Nassau County, by and between the County of Nassau, a municipal corporation, having its principal offices at 1550 Franklin Avenue, Mineola, New York 11501 (the “County”) and the City of Glen Cove having its principal offices at 9 Glen Street, Glen Cove, New York 11550 (“CITY”).

WITNESSETH:

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

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

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

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

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

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

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

Section 3. Under all applicable rules of public bidding and procurement, the CITY will undertake a project to purchase and install a statue, walkways and lighting at Veterans Memorial Monument Park. The CITY represents and warrants that it has completed its review of the project pursuant to the applicable provisions of the New York State Environmental Quality Review Act (“SEQRA”) and has provided the County with documentations evidencing its SEQRA compliance.

Section 4. The County shall provide SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) ("Funds") to the CITY for the purchase of goods and services in connection with the Project. Payment shall be made to the CITY in arrears and on a reimbursement basis and shall be contingent upon (i) the CITY submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the County and/or the County Comptroller or his/her duly designated representative (the "Comptroller").

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

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

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

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

Section 9. The CITY shall maintain and retain, for a period of six (6) years following the termination of this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to its individual performance under this Agreement.

Such Records shall at all times be available for audit and inspection by the County Comptroller, or any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefor, and any of their duly designated representatives. The provisions of this Section shall survive termination of this Agreement.

Section 10.

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

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

Section 12. Notwithstanding any other provision of this Agreement:

- a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other amendments of this Agreement) to

any person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive or his/her designee.

- b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

Section 14.

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

IN WITNESS WHEREOF,

CITY OF GLEN COVE

By _____ Date _____

Mayor

Print Name _____

COUNTY OF NASSAU

By _____ Date _____

Deputy County Executive

Print Name _____

EXECUTE in BLUE INK.

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

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

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

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified

M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective CITY Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's CITY of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the CITY of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the CITY of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this

Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the CITY Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

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

included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

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

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive

Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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

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

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

Resolution 6-B





MAILING ADDRESS:
TELSTAR INTEGRATED SOLUTIONS
 10 SHORE ROAD
 GLEN COVE, NY 11542

Proposal

Date
4/30/2021

Bill To
Glen Cove Senior Center 130 Glen Street Glen Cove, NY 11542

P.O. No.	Terms
130-43021	Net 15

Quantity	Description	Rate	Amount
	Surveillance System Proposal		
	Telstar will Prewire, Furnish and Install IP Cameras within the Following Areas and Add Them into the Existing System: Side West, Side East & Kitchen		
3	Prewire for Camera Locations using Wirepath Category 6 Network Wire	20.00	60.00
3	Dahua 4 Megapixel ColorVu Fixed Turret Network Camera	263.00	789.00
3	Digital Watchdog Single Spectrum License	98.00	294.00
2	HikVision Junction Box for Dome Camera	31.00	62.00
	Labor for Installation, Programming, and Testing	945.00	945.00

Sales Tax (8.625%) \$0.00

Total \$2,150.00

Client: _____

Date _____

Contractor: **Telstar Integrated Solutions Inc.**

Date _____

TERMS OF SALE

Pricing is based as an estimate. If Telstar should exceed the proposed time, the customer will be charged for additional labor - based on an hourly rate of \$105.00 per man hour.

Payments should be received as follows: 50% down payment, 30% upon delivery of material, and balance due upon completion.

Proposal is only valid up to 90 days due to subject of price changes. After 90 days from original proposal prices will need to be reviewed due to market changes. Overdue accounts are subject to a service charge of 1% per month. All major credit cards accepted. Financing available. Any alteration in the above proposal and/ or specifications including extra costs will result in extra charge over and above this agreement. Invoice due 30 days from date listed above. One year warranty coverage on all installations.

*Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted.

Resolution 6-C





Laser Bounce - Long Island
 2710 Hempstead Turnpike
 Levittown, NY, United States 11756
 P: (516) 342-1330
 F:

Event Reservation # 308

Invoice

Organization	Glen Cove Youth Bureau	Phone	+1 516-671-4600
Contact	Sandra Potter	Fax	
Address	128B Glen Street Glen Cove, NY 11542	Event Type	Premium Package - Summer Camp
		Scheduled By	Web Event Booking Employee
		E-mail	SPotter@glencoveny.gov

Event Date	Day	Event Time	Participant	Adult
7/27/2021	Tuesday	10:00 AM - 1:10 PM	70	9

Areas Reserved

Description	Time
Facility	10:00 AM - 1:00 PM
Laser Tag.	10:00 AM - 10:30 AM
Laser Tag.	10:30 AM - 11:00 AM
Laser Tag.	11:00 AM - 11:30 AM
Laser Tag.	11:30 AM - 12:00 PM
Laser Tag.	12:00 PM - 12:30 PM
Laser Tag.	12:30 PM - 1:00 PM

Items Purchased

Qty	Description	Amount
9	Camp Counselor Unl Game Card	\$67.50
474	Laser Tag Reservation- Web	\$0.00
70	Premium Package	\$1,396.50
79	Summer Camp Reservation	\$0.00

Deposits and Payments

Receipt #	Date Paid	Amount
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Event Total

Event Total	\$1,464.00
- Payments	\$0.00
Total Due	\$1,464.00



1878 Middle Country Rd.
(Behind Burger King)
Centereach, NY 11720
631-471-1267 Fax 631-471-2320
E-mail: TikiActionPark@aol.com
www.TikiActionPark.com

**WE'RE THRILLED TO CONFIRM A
SUMMER CAMP RESERVATION FOR
3+ HOURS OF ACTION PACKED FUN!**

Group: City of Glen Cove Youth Bureau

Address: 1288 Glen St. Glen Cove, NY 11542

Organizer: Sandra Potter

Phone: 516-671-4600 E-Mail: SPotter@glencoveny.gov

Date of Visit: July 20, 2021 Approx Arrival Time: 10:15am

Approx. # of Guests: 75 Campers & 9 Staff

Approx Age Range: 6 - 9 yo

PACKAGE PRICE per CAMPER: \$ 16 (Staff = Free)

PACKAGE INCLUDES

- ✓ 1 Round of Miniature Golf
- ✓ 25 Arcade Tokens
- ✓ Option: 1 Go-Kart Race or 25 Additional Arcade Tokens
- ✓ Unlimited Games of Mission Impassable Laser Maze
- ✓ Ice Water Provided Throughout Visit
- ✓ Use of Indoor Bamboo Party Lounge & Outdoor Picnic Tables
- ✓ Thank you cards with 50% Off Coupon for all guests

➔ **Masks required while inside our building.**



Outreach Agreement – Order # 13284829

Sandra Potter
Glen Cove Youth Bureau
128-B Glen Street, Glen Cove, NY 11542
(516) 671-4600

Notes for Instructor:

- Held at Eugene J. Gribbin School; 100 Seaman Rd. Glen Cove
- Gr. 1-5

We look forward to providing your workshop(s) on **Thurs. 7/15/2021**.

CHANGES & CHALLENGES from 10:00 – 11:00 am; 11:15 am – 12:15 pm

Thank you for choosing the Long Island Children's Museum!

1. To ensure a quality Outreach, an adult representative of your organization must be present for the duration of the program. In accordance with our policy. Masks are required for all children and staff for the duration of the program. LICM instructors reserve the right to terminate the Outreach if conditions provided are inadequate with regard to proper facilities, safety, security or discipline.
2. All sites must provide reasonable accommodations for the LICM instructor, i.e., Parking, Restrooms. For multiple sessions, the instructor must be able to remain in the same room.

**Requirements for Changes & Challenges:
5 or 6 tables; no chairs necessary because of the rotating stations.**

3. To insure a quality Outreach, the **maximum number of children/participants allowed per session is 30**. Please note that prices will vary according to educators/sessions, and capacity exceeding the maximum will be charged up to \$275.
4. The Outreach instructor will arrive at your site *approximately 1 hour* prior to start time for set up. Prior to LICM's written arrival time, please provide the necessary set up for the Outreach.
5. In the case of inclement weather or unexpected illness, we will contact you *prior to the start time* on the day of your Outreach and plan with you to reschedule for a later date.

**I have read the Outreach Policy and understand that I must comply with it.
Please make a copy for yourself, sign, and return original contract.**

SIGNATURE

EMAIL ADDRESS



INVOICE

Long Island Children's Museum
 11 Davis Ave.
 Garden City, NY 11530
 Phone: (516) 224-5847
 Fax: (516) 302-8188
 Website: www.licm.org

Purchase order #: _____
 Invoice #: 13284829
 Invoice Date: 4/28/21

Name: Glen Cove Youth Bureau Visit: 7/15/2021
 Address: 128-B Glen Street
 City: Glen Cove State: NY Zip Code: 11542
 Phone: (516) 671-4600 Alt. Phone:

Program	Description	Quantity	Total
CHANGES & CHALLENGE	Program Fee	2	\$600.00
	Quantity Discount	1	-\$25.00

Important Notes:

_____ Payment is due no later than 7/25/21. **Sub Total: \$600.00**
 _____ **Other: -\$25.00**
 _____ **Total Due: \$575.00**

The order balance of \$575.00 is due no later than 10 days after your workshop(s).
 Please make checks out to: **Long Island Children's Museum - Outreach** and include the **Order #**.
 Mail within (10) days after the outreach to our location at: 11 Davis Avenue, Garden City, NY 11530.
 Credit card payments also accepted. Please call: (516) 224-5847.

Authorized Signatures

Thank You for choosing the Long Island Children's Museum!



Outreach Agreement – Order # 13284836

Sandra Potter
Glen Cove Youth Bureau
128-B Glen Street, Glen Cove, NY 11542
(516) 671-4600

Notes for Instructor:

- Held at Eugene J. Gribbin School; 100 Seaman Rd. Glen Cove
- Gr. 1-5
- No eating

We look forward to providing your workshop(s) on **Mon. 7/19/2021**.

FISH TALES from 10:00 – 11:00 am; 11:15 am – 12:15 pm

Thank you for choosing the Long Island Children's Museum!

1. To ensure a quality Outreach, an adult representative of your organization must be present for the duration of the program. In accordance with our policy masks are required for all children and staff for the duration of the program. LICM instructors reserve the right to terminate the Outreach if conditions provided are inadequate with regard to proper facilities, safety, security or discipline.
2. All sites must provide reasonable accommodations for the LICM instructor, i.e., Parking, Restrooms. For multiple sessions, the instructor must be able to remain in the same room.

Requirements for Fish Tales:

Tables and chairs for children + 1 extra table for instructor, a large garbage bin, and easy access to a sink located adjacent or in the same room.

3. To insure a quality Outreach, the **maximum number of children/participants allowed per session is 30**. Please note that prices will vary according to educators/sessions, and capacity exceeding the maximum will be charged up to \$275.
4. The Outreach instructor will arrive at your site *approximately 1 hour* prior to start time for set up. Prior to LICM's written arrival time, please provide the necessary set up for the Outreach.
5. In the case of inclement weather or unexpected illness, we will contact you *prior to the start time* on the day of your Outreach and plan with you to reschedule for a later date.

**I have read the Outreach Policy and understand that I must comply with it.
Please make a copy for yourself, sign, and return original contract.**

SIGNATURE

EMAIL ADDRESS



INVOICE

Long Island Children's Museum
 11 Davis Ave.
 Garden City, NY 11530
 Phone: (516) 224-5847
 Fax: (516) 302-8188
 Website: www.licm.org

Purchase order #: _____
 Invoice #: 13284836
 Invoice Date: 4/28/21

Name: Glen Cove Youth Bureau Visit: 7/19/2021
 Address: 128-B Glen Street
 City: Glen Cove State: NY Zip Code: 11542
 Phone: (516) 671-4600 Alt. Phone:

Program	Description	Quantity	Total
FISH TALES	Program Fee	2	\$600.00
	Quantity Discount	2	-\$50.00

Important Notes:

_____ Payment is due no later than 7/29/21. **Sub Total: \$600.00**
 _____ **Other: -\$50.00**
 _____ **Total Due: \$550.00**

The order balance of \$550.00 is due no later than 10 days after your workshop(s).
 Please make checks out to: **Long Island Children's Museum - Outreach** and include the **Order #**.
 Mail within (10) days after the outreach to our location at: 11 Davis Avenue, Garden City, NY 11530.
 Credit card payments also accepted. Please call: (516) 224-5847.

Authorized Signatures

Thank You for choosing the Long Island Children's Museum!



Outreach Agreement – Order # 13284842

Sandra Potter
Glen Cove Youth Bureau
128-B Glen Street, Glen Cove, NY 11542
(516) 671-4600

Notes for Instructor:

- Held at Eugene J. Gribbin School; 100 Seaman Rd. Glen Cove
- Gr. 1-5

We look forward to providing your workshop(s) on **Mon. 7/26/2021**.

SPIRIT OF INVENTION from 10:00 – 11:00 am; 11:15 am – 12:15 pm

Thank you for choosing the Long Island Children's Museum!

1. To ensure a quality Outreach, an adult representative of your organization must be present for the duration of the program. In accordance with our policy masks are required for all children and staff for the duration of the program. LICM instructors reserve the right to terminate the Outreach if conditions provided are inadequate with regard to proper facilities, safety, security or discipline.
2. All sites must provide reasonable accommodations for the LICM instructor, i.e., Parking, Restrooms. For multiple sessions, the instructor must be able to remain in the same room.
**Requirements for Spirit of Invention:
Tables and chairs for children + 1 extra table for instructor.**
3. To insure a quality Outreach, the **maximum number of children/participants allowed per session is 30**. Please note that prices will vary according to educators/sessions, and capacity exceeding the maximum will be charged up to \$275.
4. The Outreach instructor will arrive at your site *approximately 1 hour* prior to start time for set up. Prior to LICM's written arrival time, please provide the necessary set up for the Outreach.
5. In the case of inclement weather or unexpected illness, we will contact you *prior to the start time* on the day of your Outreach and plan with you to reschedule for a later date.

**I have read the Outreach Policy and understand that I must comply with it.
Please make a copy for yourself, sign, and return original contract.**

SIGNATURE

EMAIL ADDRESS



INVOICE

Long Island Children's Museum
 11 Davis Ave.
 Garden City, NY 11530
 Phone: (516) 224-5847
 Fax: (516) 302-8188
 Website: www.licm.org

Purchase order #: _____
 Invoice #: 13284842
 Invoice Date: 4/28/21

Name: Glen Cove Youth Bureau Visit: 7/26/2021
 Address: 128-B Glen Street
 City: Glen Cove State: NY Zip Code: 11542
 Phone: (516) 671-4600 Alt. Phone:

Program	Description	Quantity	Total
SPIRIT OF INVENTION	Program Fee	2	\$500.00
	Quantity Discount	2	-\$50.00

Important Notes:

Payment is due no later than 8/5/21.

Sub Total: \$500.00
 Other: -\$50.00
 Total Due: \$450.00

The order balance of \$450.00 is due no later than 10 days after your workshop(s).
 Please make checks out to: **Long Island Children's Museum - Outreach** and include the **Order #**.
 Mail within (10) days after the outreach to our location at: 11 Davis Avenue, Garden City, NY 11530.
 Credit card payments also accepted. Please call: (516) 224-5847.

Authorized Signatures

Thank You for choosing the Long Island Children's Museum!



Outreach Agreement – Order # 13284843

Sandra Potter
Glen Cove Youth Bureau
128-B Glen Street, Glen Cove, NY 11542
(516) 671-4600

Notes for Instructor:

- Held at Eugene J. Gribbin School; 100 Seaman Rd. Glen Cove
- Gr. 1-5

We look forward to providing your workshop(s) on **Mon. 8/2/2021**.

UP IN THE AIR from 10:00 – 11:00 am; 11:15 am – 12:15 pm

Thank you for choosing the Long Island Children's Museum!

1. To ensure a quality Outreach, an adult representative of your organization must be present for the duration of the program. In accordance with our policy masks are required for all children and staff for the duration of the program. LICM instructors reserve the right to terminate the Outreach if conditions provided are inadequate with regard to proper facilities, safety, security or discipline.
2. All sites must provide reasonable accommodations for the LICM instructor, i.e., Parking, Restrooms. For multiple sessions, the instructor must be able to remain in the same room.
Requirements for Up in the Air:
Tables and chairs for children + 1 extra table for instructor.
3. To insure a quality Outreach, the **maximum number of children/participants allowed per session is 30**. Please note that prices will vary according to educators/sessions, and capacity exceeding the maximum will be charged up to \$275.
4. The Outreach instructor will arrive at your site *approximately 1 hour* prior to start time for set up. Prior to LICM's written arrival time, please provide the necessary set up for the Outreach.
5. In the case of inclement weather or unexpected illness, we will contact you *prior to the start time* on the day of your Outreach and plan with you to reschedule for a later date.

**I have read the Outreach Policy and understand that I must comply with it.
Please make a copy for yourself, sign, and return original contract.**

SIGNATURE

EMAIL ADDRESS



INVOICE

Long Island Children's Museum
 11 Davis Ave.
 Garden City, NY 11530
 Phone: (516) 224-5847
 Fax: (516) 302-8188
 Website: www.licm.org

Purchase order #: _____
 Invoice #: 13284843
 Invoice Date: 4/28/21

Name: Glen Cove Youth Bureau Visit: 8/2/2021
 Address: 128-B Glen Street
 City: Glen Cove State: NY Zip Code: 11542
 Phone: (516) 671-4600 Alt. Phone:

Program	Description	Quantity	Total
UP IN THE AIR	Program Fee	2	\$500.00
	Quantity Discount	2	-\$50.00

Important Notes:

_____ Payment is due no later than 8/12/21. **Sub Total: \$500.00**
 _____ **Other: -\$50.00**
 _____ **Total Due: \$450.00**

The order balance of \$450.00 is due no later than 10 days after your workshop(s).
 Please make checks out to: **Long Island Children's Museum - Outreach** and include the **Order #**.
 Mail within (10) days after the outreach to our location at: 11 Davis Avenue, Garden City, NY 11530.
 Credit card payments also accepted. Please call: (516) 224-5847.

Authorized Signatures

Thank You for choosing the Long Island Children's Museum!

Long Island Aquarium
 431 East Main Street, Riverhead, NY 11901
 Phone: 631.208.9200 Fax: 631.208.0466
 www.longislandaquarium.com

ITINERARY

Billing Information

Glen Cove Youth Bureau
 Carolina Guastella
 128 B Glen Street
 Glen Cove, NY 11542

Event Information

Title Glen Cove Youth Bureau 7/23/21
 Arrival 7/23/2021 10:00:00 AM
 Expected Guests 110
 Honored Guest Carolina Guastella
 DOB

100	Group Admission Summer	\$20.00	\$2,000.00
10	Group Chaperone Free AQ	\$0.00	\$0.00
	Account Credit Limit	\$0.00	
	Account Balance	\$0.00	Sub Total \$2,000.00
	Minimum Deposit Required	\$0.00	Tax \$172.50
	Remaining Deposit Required	\$0.00	Itinerary Total \$2,172.50
		Projected Balance Due	\$2,172.50

Features

AQ Classes :
 Tour Boat
 Classes :
 RH Classes :

Schedule

Special Requirements

Tax exempt (providing form upon arrival)
 Payng upon arrival
 AQ ONLY

*Tax exempt customers please refer to sub-total,
 and present your tax exempt documents upon arrival.*

Resolution 6-D



Long Island Aquarium
 431 East Main Street, Riverhead, NY 11901
 Phone: 631.208.9200 Fax: 631.208.0466
 www.longislandaquarium.com

ITINERARY

Billing Information

Glen Cove Youth Bureau
 Carolina Guastella
 128 B Glen Street
 Glen Cove, NY 11542

Event Information

Title Glen Cove Youth Bureau 7/23/21
 Arrival 7/23/2021 10:00:00 AM
 Expected Guests 110
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	Account Credit Limit	\$0.00		
	Account Balance	\$0.00	Sub Total	\$2,000.00
	Minimum Deposit Required	\$0.00	Tax	\$172.50
	Remaining Deposit Required	\$0.00	Itinerary Total	\$2,172.50
			Projected Balance Due	\$2,172.50

Features

AQ Classes :
 Tour Boat
 Classes :
 RH Classes :

Schedule

Special Requirements

Tax exempt (providing form upon arrival)
 Payng upon arrival
 AQ ONLY

*Tax exempt customers please refer to sub-total,
 and present your tax exempt documents upon arrival.*

Resolution 6-E



INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT IS HEREBY MADE between the Agency and Independent Contractor set forth below according to the following terms, conditions and provisions:

1. IDENTITY OF AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove Youth Bureau

Address: 128b Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: 516-671-4600

2. IDENTITY OF INDEPENDENT CONTRACTOR

The Independent Contractor (hereafter "IC") is identified as follows:

Name: Eileen Parsons

Type Entity: (x) Sole Proprietorship () Partnership () Corporation

Address: 10 MANSION DRIVE

City/State/Zip: Glen Cove, NY 11542

Business Telephone: _____

Email: eileensparsons@aol.com

3. WORK TO BE PERFORMED

AGENCY desires that IC perform and IC agrees to perform the following work:

plan, design, implement Arts + Crafts program for Summer Program

4. TERMS OF PAYMENT

AGENCY shall pay IC according to the following terms and conditions: IC shall be paid

\$25/hour, not to exceed 12 hours per week

Dates: 2 payments - one for June/July - one for August

5. REIMBURSEMENT OF EXPENSES
AGENCY shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.

6. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES
City of Glen Cove Youth Bureau will provide all equipment, tools, materials and/or supplies to accomplish the work agreed to be performed. Should IC wish to purchase "supplies", IC must first obtain City of Glen Cove Youth Bureau prior written approval before it may be a reimbursable expense. IC must maintain "supplies" in good working condition through time of contract; failure may result in surcharges.

7. FEDERAL, STATE AND LOCAL PAYROLL TAXES
Neither Federal, not State, nor local income tax, nor payroll tax of any kind shall be withheld or paid by AGENCY on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

8. FRINGE BENEFITS & COMPENSATION
Because IC is engaged in IC's own independent business, WORKER'S IC is not eligible for and shall not participate in any employer pension, health, or other fringe benefit plan of the AGENCY. Likewise, no worker's compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the worker's compensation law concerning IC and the employees of IC.

9. WORK PRODUCT OWNERSHIP
Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by IC in connection with the Services shall be the exclusive property of Agency. Upon request, IC shall sign all documents necessary to confirm or perfect the exclusive ownership Agency to the Work Product.

10. CONFIDENTIALTY
IC will not at any time or in any manner, either directly or indirectly, use for the personal benefit of IC or divulge, disclose, or communicate in any manner any information that is proprietary to Agency. IC will protect such information and treat it as strictly confidential. This provision shall be effective after the termination of this Agreement. Upon termination of this Agreement, IC will return to Agency all records, notes, documentation and other items that were used, created, or controlled by IC during the term of this Agreement.

11. TERM OF AGREEMENT

This agreement shall become effective on 6/21/21
and shall terminate on 8/6/21

12. TERMINATION WITHOUT CAUSE

Without cause, either party may terminate this agreement after giving 30 day written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30 day period after any notice of intent to terminate without cause has been given.

13. TERMINATION WITH CAUSE

With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

- A. Material violation of this agreement
- B. Any act exposing the other party to liability to others for personal injury or property damage.

14. NO AUTHORITY TO BIND CLIENT

IC has no authority to enter into contracts or agreements on behalf of the AGENCY. This agreement does not create a partnership between the parties.

15. ENTIRE AGREEMENT

This is the entire agreement of the parties and cannot be changed or modified orally.

16. SEVERABILITY

If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

17. AMENDMENTS

This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

Resolution 6-F





CITY OF GLEN COVE
9 Glen Street, Glen Cove, New York 11542
(516) 676-3345

EVENT PERMIT

NAME OF APPLICANT Glen Cove Police Department
ADDRESS OF APPLICANT One Bridge Street
NAME OF EVENT TO BE HELD National Night Out
DATE(S) OF EVENT Tuesday, August 3rd, 2021
TIME(S) OF EVENT 6 -9 p.m.
LOCATION OF EVENT Bridge Street
NAME & ADDRESS OF OWNER OF PREMISES City of Glen Cove

EVENT SPONSER IS: For Profit _____ (\$25.00 fee) Non-Profit X

DATE: 5/13/2021

SIGNED: [Signature]
Applicant

DATE: _____

SIGNED: _____
City of Glen Cove
Owner of Property

* * * * *

PERMIT APPROVED ON: _____
City Clerk

PERMIT NO.: _____

* * * * *

Following is a breakdown of the costs for traffic control for this event. Donations to the City of Glen Cove to cover these costs are appreciated.

_____ Traffic Patrol Officers @ _____ hours on duty x \$ _____ average salary
Per hour =\$ _____

Resolution 6-G





CITY OF GLEN COVE
 9 Glen Street, Glen Cove, NY 11542
 (516) 676-3345

EVENT PERMIT

All Event Permit applicants must follow all New York State and Nassau County guidelines including but not limited to social distancing, mask requirements, and mass gathering limitations. The City reserves the right to request a Covid-19 safety plan to confirm that the event is in compliance with all Covid-19 guidelines.

NAME OF APPLICANT Church of St. Rocco
 ADDRESS OF APPLICANT 18 Thurd Street, Glen Cove
 NAME OF EVENT TO BE HELD Procession - St. Rocco
 DATE(S) OF EVENT Sunday, August 1, 2021
 TIME(S) OF EVENT after 10:45 am Mass
 LOCATION OF EVENT 18 Thurd Street (see attached)
 NAME & ADDRESS OF OWNER OF PREMISES Church of St. Rocco
18 Thurd Street, Glen Cove
 EVENT SPONSOR IS: FOR PROFIT (\$25.00) NON-PROFIT
 DATE: 4/20/21 SIGNED: Angie Colangelo
 DATE: _____ SIGNED: _____
 APPLICANT
 OWNER OF PROPERTY

 PERMIT APPROVED ON: _____
 CITY CLERK

PERMIT NO. _____

Following is a breakdown of the costs for traffic control for this event. Payment is due prior to receipt of the Event Permit.

_____ Traffic Patrol Officers @ _____ hours on duty x \$ _____ average salary

Per hour = _____

PROCESSION ROUTE 2021

Begins after the 10:15 am Mass on Sunday, August 1, 2021

St. Rocco Church – Up Third Street

Right on Wolfle Street

Right on Bella Vista Avenue

Right on Gabriel Place

Left on Third Street

Right on Cedar Swamp Road

Right on First Street

Left on Wolfle Street

Right on Fairmont Place

Right on Nassau Avenue

Right on Third Street

Right on Wolfle Street

Left on Second Street

Left on St. Rocco Place & Return to Church

Resolution 6-H



**CONSULTANT CONTRACT
BETWEEN THE CITY OF GLEN COVE
AND LIRO ENGINEERS, INC.**

AGREEMENT dated as of the _____ day of _____, 2021, between the City of Glen Cove, a Municipal Corporation duly created and existing under the laws of the State of New York, having its office located at City Hall, 9 Glen Street, Glen Cove, New York 11542 (hereinafter referred to as "City"), and LiRo Engineers, Inc., a corporation under the laws of the State of New York, having its office at 3 Aerial Way, Syosset, NY 11791 (hereinafter referred to as "Consultant").

W I T N E S S E T H:

WHEREAS, the City requires the services of a professional engineering consultant to perform services as described for the **Professional Traffic and Structural Engineering Services for the Downtown Parking Connections Traffic Access Feasibility Study** (the "Project," as described in Appendix A attached hereto); and

WHEREAS, the City requires the services of a professional engineering consultant to perform services as described in Appendix A attached hereto; and

WHEREAS, the Consultant is qualified and experienced in performing such services;

WHEREAS, the Consultant was selected from a competitive procurement process;

WHEREAS, the aforesaid services will be funded in part from a Empire State Development (ESD) Strategic Planning and Feasibility Studies Grant;

NOW, THEREFORE, the parties agree as follows:

1. Term

This Agreement shall commence on the date that it is executed by the City and the Consultant (the "Commencement Date") and terminate on the 31st day of May 2022 (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing the City shall, in its sole discretion, have the right to extend this Agreement by delivering a notice of extension to the Consultant at least thirty (30) days prior to the Expiration Date. The extended Agreement shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. The Consultant may apply for an Agreement extension in a written notice to the City at least thirty (30) days prior to the date of expiration fixed by the terms of this Agreement.

2. Services to Be Performed

(a) The Consultant shall perform the services described in the Scope of Services (Appendix A) annexed hereto and made a part hereof in conformance with the provisions of this Agreement and in conformance with signed amendments as may be agreed to between the parties to this Agreement.

3. Responsibility of Consultant

(a) The Consultant shall be responsible for the professional quality, technical accuracy and all other services provided by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in the services as may be required to complete the Project.

(b) Neither the City's review, approval or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(c) All services required shall be performed personally by the Consultant and/or the subcontractors that are part of the Fee Schedule (Appendix C). None of the work or services performed under this Agreement shall otherwise be subcontracted without the City's prior written approval.

(d) The Consultant may have to conduct site visits and meet with such appropriate City personnel and agents as the City deems necessary to carry out this Agreement.

(e) The Consultant, in coordination with the City, must ensure that any materials, printed, constructed, and/or produced which are funded in whole or in part through any activity supported under the Empire State Development (ESD) Strategic Planning and Feasibility Studies grant must acknowledge the support of ESD.

(f) The Consultant will regularly advise City of the status of the Project, and will coordinate its activities with City and accommodate other City activities at the Project site. The Consultant and City shall each designate an authorized representative to be available for consultation, assistance and coordination of activities.

4. City's Responsibilities

(a) City agrees to provide information in its possession including studies, available descriptive information about the project site, prior site evaluations and current conditions.

(b) City will cooperate with the Consultant to complete the Project in a timely, efficient, and cost-effective manner. City shall designate an authorized representative familiar with the Project who shall be available to the Consultant and who has the authority to make all decisions required to assure that the Consultant can provide the services per this Agreement.

5. Permits and Other Approvals

Unless specified otherwise the Consultant shall obtain in City's name all permits and approvals required for the Project.

6. Time of Performance

(a) The services shall commence at the time that the Consultant is notified to proceed and will continue through completion of the project pursuant to the proposed project Work Schedule. Notice to proceed shall be via a written directive issued by the City.

(b) Within two (2) weeks of the Consultant's receipt of said notice, a critical path method (CPM) Work Schedule detailing all phases of work as outlined in the attached Scope of Services (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 Agreement (Appendix B).

(c) The work shall be performed under the direction of the City of Glen Cove and in accordance with Article 1 of this Agreement. The Consultant shall not commence work on a phase of the Project without the written approval of the City.

7. Compensation

(a) It is understood and agreed that the maximum to be paid the Consultant for its services under and specific to this Agreement shall not exceed **\$60,000.00** per the Fee Schedule (Appendix C) attached hereto and made a part hereof. The City has budgeted for the full amount of this contract. The Fee Schedule shall contain a detailed fee proposal including the Consultant and subconsultants. This fee proposal shall include manpower estimates (number of hours for each staff member) for each phase of work per the Scope of Services and an hourly rate schedule.

(b) The City shall not be responsible for insurance, payroll taxes or fringe benefits.

(c) The multipliers for overhead costs and fee included in the hourly billing rates in the fee schedule shall not exceed 2.8 percent for design and reporting tasks and shall not exceed 2.3 percent for construction tasks.

8. Method of Payment

(a) Payments to the Consultant will be made in accordance with the terms of City requirements. All invoices must be accompanied by signed timesheet (hourly backup), City claim vouchers, and other appropriate supporting documentation as requested by the City.

(b) The City's standard payment term is thirty (30) to sixty (60) days upon receipt of invoice and originally signed voucher after services are performed or goods delivered. Payment for services performed to the satisfaction of the City shall be made on a monthly basis in the ordinary course of business upon receipt of duly authenticated invoices and vouchers. Receipts for all non-personal expenses must be attached for such expenses to be eligible for reimbursement. Ten (10) percent of the Agreement amount will be retained for up to 60 days after the final product has been delivered in order to ensure full compliance with Agreement guidelines.

9. Additional Rights and Remedies

The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity.

10. Independent Contractor

The relationship of the Consultant to the City arising out of this Agreement is that of an independent contractor. The Consultant 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.

11. Delays

The City shall have the right to delay, postpone or suspend the services of the Consultant at any time and for any reason deemed to be in the best interest of the City. In such event, the Consultant shall be paid such sums as shall be determined by the City to be due and owing for services actually rendered to the date of delay, postponement or suspension, based on the staff time performed to that date. Such delay, postponement or suspension shall not give rise to any cause of action for damages or for extra remuneration against the City.

12. Termination

(a) The City may, by written notice to Consultant, terminate this Agreement in whole or in part at any time, either for the City's convenience or because of the failure of the Consultant to fulfill its Agreement obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

(b) 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 services. The Consultant will be paid for its services based on the staff time performed up to the date of termination.

(c) If the termination is due to the failure of the Consultant to fulfill its Agreement obligations in a timely and proper manner as provided for in this Agreement, the Consultant shall be liable to the City for any additional cost incurred by the City to correct the Consultant's errors.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the Consultant 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 (b) of this clause.

13. Changes

(a) The City may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Agreement.

(b) No services for which an additional cost or fee will be charged by the Consultant shall be furnished without prior written authorization from the City.

14. Assignability

Other than as described in the Consultant's proposal to the City, the Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto, provided, however, that claims for money due to the Consultant from the City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, and until such notice is received, the

assignment shall be ineffective against the City.

15. Interest of Consultant

The Consultant 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 services required to be performed under this Agreement.

16. Property Rights

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

17. Right to Data

The City shall have unlimited rights, for the benefit of the City, to all drawings, designs, specifications, notes, reports, summaries, estimates and other work developed in the performance of this Agreement, without additional cost to the City; and with respect thereto, the Consultant agrees to and does hereby grant to the City a royalty-free license to all such data which it may cover by copyright and to all designs as to which it may assert any rights or establish any claim under the design patent or copyright laws. The Consultant, for a period of three (3) years after completion of the project, agrees to furnish and to provide access to the original or copies of all such materials at the request of the City.

18. Disputes

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

19. Final Payment

Prior to final payment under the Agreement, or prior to settlement upon termination of the Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the City a release of all claims against the City arising under or by virtue of this Agreement.

20. Non-Discrimination and Affirmative Action

(a) 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 Consultant 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 Consultant 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 Consultant 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 Consultant, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

(b) The City of Glen Cove is financing this project using grant funding provided by Empire State Development (ESD) and ESD's Non-Discrimination and Contractor and Supplier Diversity policies will apply. The Consultant is required to comply with the provisions of New York State Executive Law, Article 15-A and the rules and regulations set forth in 5 NYCRR §142-144 (see 5 NYCRR §142.8). These policies are intended to promote and encourage participation by certified Minority-and Women-owned Businesses ("M/WBEs") in State contracting opportunities. The Consultant must document "good faith efforts" to provide meaningful participation by M/WBEs as subcontractors in the performance of this project. This project is assigned an overall thirty percent (30%) M/WBE participation goal, applicable to the grant award amount of \$30,000. The Consultant shall provide documentation related to M/WBE participation as requested by the City.

(c) The Consultant shall comply with all affirmative action policies mandated by the Federal, State and local government.

21. Consulting Liability and Hold Harmless Agreement

The Consultant will be responsible for all damage to life and property due to negligent acts, errors, or omissions of the Consultant, the Consultant's subcontractors, agents, or employees in the performance of service under this Agreement.

The Consultant shall indemnify and save harmless the City from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the services of the Consultant under this Agreement, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service shall include, in addition to negligence founded upon tort, negligence based upon the Consultant's failure to meet professional standards and resulting in obvious and patent errors in the progression of the Consultant's work. Nothing in this Agreement shall create or give to third parties any claim or right of action against the City beyond such as may legally exist irrespective of this Agreement.

To the fullest extent permitted by law, the Consultant shall (1) immediately defend and (2) indemnify The City of Glen Cove and Glen Cove Community Development Agency, and all employees, elected officials, departments, boards, commissions and agencies of the City, their agents and servants, in addition to Empire State Development (ESD) (collectively the "Indemnified Parties") from and against all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the Agreement or any Amendments thereto, unless arising out of the Indemnified Parties' gross 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; court costs; and costs of alternative dispute resolution.

Additionally, the Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Parties immediately upon tender to the Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than the Consultant are responsible for the claim does not relieve the Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Parties. In order for the Consultant to be relieved of the duty to defend, there must be no possible factual or legal basis on which the Consultant's duty to indemnify under any provision of this section or this Agreement could be held to attach.

22. Insurance

The Consultant shall not commence any work, and the Consultant shall not permit any employee or subcontractor to commence any work until satisfactory proof of carriage of all required forms of insurance, as set forth below, are submitted to and approved by the City.

(a) Commercial General Liability Insurance

The Consultant shall take out and maintain during the life of this contract such Commercial General Liability Insurance as will protect it and any subconsultant performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this contract, whether such operations be by itself or by its subconsultant, or by any directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:

Commercial General Liability Insurance providing both bodily injury (including death) and property damage insurance in a limit of not less than Two Million and 00/100 (\$2,000,000.00) Dollars per occurrence, Three Million and 00/100 (\$3,000,000.00) Dollars aggregate, and Five Million and 00/100 (\$5,000,000.00) Dollars umbrella.

(b) Workers' Compensation Insurance

The Consultant shall take out and maintain, during the life of this contract, Workers' Compensation Insurance to limits required by New York State law for all employees employed at the site of the project, and in the case of any of the work being sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance to limits required by New York State law for all of the latter's employees, unless such employees are covered by the protection afforded by the Consultant.

(c) Property Damage Insurance.

The Consultant shall take out and maintain during the life of this contract Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury including accidental death as well as from claims for property damage which may arise from operations under this contract, whether such operation be by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them. Property Damage Insurance shall be maintained in an amount of not less than One Hundred Thousand and 00/100 (\$100,000.00) Dollars for damages on account of any one accident and Two Hundred Thousand and 00/100 (\$200,000.00) Dollars aggregate during the policy period.

(d) Business Automobile Liability Insurance

The Consultant shall take out and maintain during the life of this contract Business Automobile Liability Insurance in an amount of not less than One Million and 00/100 (\$1,000,000) Dollars.

(e) Professional Liability Insurance

The Consultant shall take out and maintain Professional Liability Insurance in an amount of not less than One Million and 00/100 (\$1,000,000) Dollars maintained during and for a period of three (3) years after completion of the City's contract for the subject project with Empire State Development (ESD).

(f) Disability Benefits

The Consultant shall maintain during the life of this contract Disability Benefits coverage as required by New York State Disability Law.

(g) Proof of Carriage of Insurance and Other Requirements

The Consultant shall furnish the City with certificates of insurance for each type of insurance required, indicating the City as certificate holder and additional insured. The City of Glen Cove shall be listed as Certificate Holder on all insurance certificates. The Glen Cove Community Development Agency and Empire State Development (ESD) shall be named as "additional insured" on all required

liability insurance policies.

All certificates and insurance policies shall bear the policy numbers, the expiration date of the policies and the limits of liability thereunder. The City shall be entitled to thirty (30) days written notice of cancellation or renewal of any policy. If the evidenced insurance expires prior to completion of work, a renewal certificate shall be furnished at least ten (10) days before the date of expiration.

Failure to maintain the required insurance shall be grounds for termination for default.

This Agreement shall be void and of no effect unless the Consultant procures the required insurance policies and maintains them until completion of the work or acceptance by City, whichever is later.

If the Consultant or hires any subcontractors in the course of its performance under the contract, the requirements of this section shall be binding and transferrable to each subcontractor so retained or hired, unless the City authorizes an exception prior to said subcontractor performing work for the City, or unless the subcontractors are covered by the protection afforded by the Consultant. Minor subconsultants or service providers may petition for reduced insurance amounts through the Consultant, but such limits will be established based on perceived liability by the City, value of such minor services, and at the sole discretion of the City of Glen Cove's Director of Public Works and City Attorney.

The insurance policies should be provided by insurance companies licensed to do business in the State of New York and with an AM Best Rating of A-VII or better.

23. Controlling Law

This Agreement is to be governed by the laws of the State of New York.

24. Successors and Assigns

(a) The City and Consultant each is hereby bound, and the partners, successors, executors, administrators and legal representatives of the City and Consultant (and to the extent permitted by Paragraph (b) below, the assigns of the City and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

(b) Other than as indicated in the Consultant's proposal to the City, neither the City nor Consultant shall assign, sublet or transfer any rights under, or interest in (including, but without limitation, moneys that may become due or moneys that are due), this Agreement without written consent of the other, or execute to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the

contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing in this paragraph shall prevent Consultant from employing such independent professional associates and consultants as Consultant may deem appropriate to assist in the performance of services hereunder.

(c) Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and Consultant and not for the benefit of any other party.

25. Order of Precedence

The Consultant shall follow the order of precedence below regarding guidelines pursuant to this Agreement:

- (a) Empire State Development (ESD) guidelines;
- (b) City of Glen Cove guidelines;
- (c) Any and all questions on conflicting guidance shall be directed to the attention of the Glen Cove Community Development Agency Executive Director in writing by the Consultant.

26. Code of Ethics

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

27. Covenant against Contingent Fees

The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, 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 Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement 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.

28. Subcontractors/Subconsultants

All subcontractors and subconsultants performing work on this project shall be bound by the same required Agreement provisions as the Consultant. All agreements between the Consultant and subcontractor or other subconsultant shall be subject to review by the City.

NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants 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.

29. Service of Process

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), the Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Consultant'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 Consultant 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 Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

30. Notice

Any written notice required or authorized under this Agreement shall be personally delivered, sent by certified mail or overnight delivery, or transmitted by facsimile or electronic mail transmission (including PDF) to the authorized representatives designated under this Agreement. 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: LiRo Engineers, Inc.
3 Aerial Way
Syosset, NY 11791
Attn: General Counsel
Telephone: 516-938-5476
Fax:
Email: berechea@liro.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

To: City of Glen Cove
Address: City Hall, 9 Glen Street, Glen Cove NY 11542
Attention: Timothy Tenke, Mayor
Telephone: (516) 676-2004
Fax: (516) 676-0108
Email: ttenke@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.

33. Miscellaneous

(a) This Agreement 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.

(b) No contractual relationship shall be deemed to exist between the Consultant and the State as a result of this Agreement.

(c) The paragraph headings in this Agreement are included solely for reference, and shall not define, limit, or affect the construction or interpretation of this Agreement.

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

(e) All attachments to this Agreement (Appendices A-E) are made a part hereof.

ATTACHMENTS

Appendix A: Scope of Services

Appendix B: Work Schedule

Appendix C: Fee Schedule

Appendix D: Organization Chart

Appendix E: Title VI/Non-Discrimination Assurances

IN WITNESS WHEREOF, the LiRo Engineers, Inc. have executed this Agreement as of the day and year first above written.

CITY OF GLEN COVE

LIRO ENGINEERS, INC.

By: _____

By: _____

Timothy Tenke, Mayor

Name, Title

CORPORATE ACKNOWLEDGMENT

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

On this **(INSERT DAY)** day of **(INSERT MONTH)**, before me personally came and appeared _____, to me known, who being by me duly sworn, did depose and say that

(HE/SHE) resides at {INSERT ADDRESS}, that **(HE/SHE)** is the **(INSERT TITLE)** of {INSERT FIRM NAME}, the corporation described in and which executed the foregoing instrument, that **(HE/SHE)** knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, that **(HE/SHE)** signed **(HIS/HER)** name thereto by like order, and that said order empowered him to bind the said corporation to the obligations of the foregoing agreement

Notary Public



Appendix A: Scope of Services



3 SCOPE OF SERVICES

LiRo will provide project engineering for the following tasks:

Task 1 – Kickoff Meeting

The kickoff meeting will be attended by LiRo and Infra Tech project managers and outside consultant Thomas Mazzola, PE. Minutes will be taken and distributed to all the participants.

Task 2 – Preliminary Report

Existing available information will be reviewed and supplemented by in-field observation to produce conceptual base maps of the three alternatives outlined in this RFP. This includes a ROW review for each of the three alternatives based on City-provided information on the adjacent property. Our traffic engineers will layout potential access drives with the input of our structural engineers to determine best entry points into the garage. Cost estimates will be prepared for each alternative.

Infra Tech Engineering will provide traffic engineering services to assess the existing conditions and evaluate the feasibility of the three alternatives. Site visits and observations will be conducted on a typical weekday during peak and off peak conditions to observe vehicular and pedestrian movements at key locations. Photo logs will be made to document conditions. Past historical information as available will be reviewed. The available and new information will be assessed and pros and cons will be outlined for the three alternatives related to vehicular and pedestrian activity. LiRo will provide structural evaluations for the required modifications to the garage at each of the three alternative locations. Our team will work with the City on the preferred alternative.

A preliminary report will be submitted to the city for review. Modification to the report will be implemented as recommended by the city.

Task 3 – Stakeholder Engagement

Our team understands the importance of having the local community and organizations involved in the planning process. LiRo will review the City/CDA outreach plan and will implement the plan with support from City/CDA. We understand that we are responsible for outreach materials. LiRo will prepare a written summary of the outcomes. It is anticipated that our project manager Abba Gennawey and Traffic consultant Thomas Mazzola, PE will be directly involved with stakeholder engagement.

Task 4 – Final Report

Based on the findings of the preliminary report and city input, an alternative will be selected. The project team will develop final plans, specifications and estimates for incorporation into the city's bidding documents template. Parking garage entry design for a new one-way access shall be designed in accordance with complete streets, including ADA compliance.

Our structural engineers will determine the extent of necessary parking garage modifications. As this is unknown at this time, it is noted that design costs are not included in the Engineering costs outlined herein.

If the selected alternative includes only a pedestrian access, our team will assist the city with recommendation to support connectivity and accessibility between the garage and school street.

Based on a recent site inspection, it is noted that informational signage that directs motorists from School Street to the existing parking garage entry points would be helpful.

LiRo understands that based on grantor agency requirements, the City will need to be able to achieve near-term implementation. LiRo will seek to develop plans in such a way as to afford opportunities for a phased approach to improvements.



Task 5 – Review and Approvals

LiRo will prepare documentation required under the New York State Environmental Quality Review Act (SEQRA). It is anticipated that the Environmental Assessment Form (EAF) will be required.

LiRo will provide the City/CDA information necessary to prepare the State Smart Growth Public Infrastructure Policy Act of 2010. LiRo will use the online Cultural Resource Information System (CRIS) to submit the selected alternative for review by the State Historic Preservation Office (SHPO).

In addition, we will determine if there will be any additional permit and approval requirements for the project.

Appendix B: Work Schedule



7 SCHEDULE

	MONTHS											
	1	2	3	4	5	6	7	8	9	10	11	12
Kick-off Meeting	■											
Preliminary Report	■	■	■									
Stakeholder Engagement			■	■	■	■	■					
Final Report								■	■			
Review and Approval										■	■	■

Note: Schedule based on anticipation of award by June 1, 2021 and study completed by May 31, 2022.

Legend

- LiRo Design
- City of Glen Cove Review

Appendix C: Fee Schedule



8 FEE PROPOSAL

LiRo proposes to provide the services outlined in the RFP and this proposal, for the fee of **\$59,970.00**. LiRo’s proposed detailed fee proposal, which includes manpower estimates (number of hours for each staff member) for each phase of work per the Scope of Work and an hourly rate schedule, is provided below.

1.) Kickoff Meeting

<u>Staff Member</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Abla Gennawey, PE	8	\$185	\$1,480.00
Infra Tech	5	\$185	\$ 925.00
Thomas Mazzola, PE	4	\$150	\$ 600.00
		Subtotal	\$3,005.00

2.) Preliminary Report

<u>Staff Member</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Abla Gennawey, PE	24	\$185	\$4,440.00
Thomas Mazzola, PE	12	\$150	\$1,800.00
Lawrence Kuo, PE	16	\$185	\$2,960.00
Joseph Stanco, EIT	37	\$110	\$4,070.00
Howard Kaplan	12	\$150	\$1,800.00
Kenneth Holmstrom, PE	16	\$185	\$2,960.00
Paul Stevens, PE	4	\$185	\$ 740.00
Mike Capobianco	8	\$150	\$1,200.00
Infra Tech	60	\$185	\$11,100.00
		Subtotal	\$31,070.00

3.) Stakeholder Engagement

<u>Staff Member</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Abla Gennawey, PE	16	\$185	\$2,960.00
Infra Tech	5	\$185	\$ 925.00
Thomas Mazzola, PE	8	\$150	\$1,200.00
Mike Capobianco	4	\$150	\$ 600.00
Howard Kaplan	2.5	\$150	\$ 375.00
		Subtotal	\$6,060.00

4.) Final Report

<u>Staff Member</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Abla Gennawey, PE	24	\$185	\$4,440.00
Lawrence Kuo, PE	24	\$185	\$4,440.00
Kenneth Holmstrom, PE	12	\$185	\$2,220.00
Mike Capobianco	8	\$150	\$1,200.00
Howard Kaplan	8	\$150	\$1,200.00
Thomas Mazzola, PE	4	\$150	\$ 600.00
Infra Tech	11	\$185	\$2,035.00
		Subtotal	\$16,135.00



5.) Review and Approvals

<u>Staff Member</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Abla Gennawey, PE	8	\$185	\$1,480.00
Lawrence Kuo, PE	12	\$185	\$2,220.00
		Subtotal	\$3,700.00

Notes:

1. Engineering Fees Based on a 2.80 multiplier with a maximum billing rate of \$185/hr.
2. The final report estimated fees do not include in-field detailed surveys or any costs involved with modifications to the garage structure.
3. Construction phase services are not included in the above costs.

A summary of the above costs is as follows:

LiRo Engineering	\$40,785.00
Infra Tech	\$14,985.00
Thomas Mazzola, PE	\$ 4,200.00
TOTAL	\$59,970.00

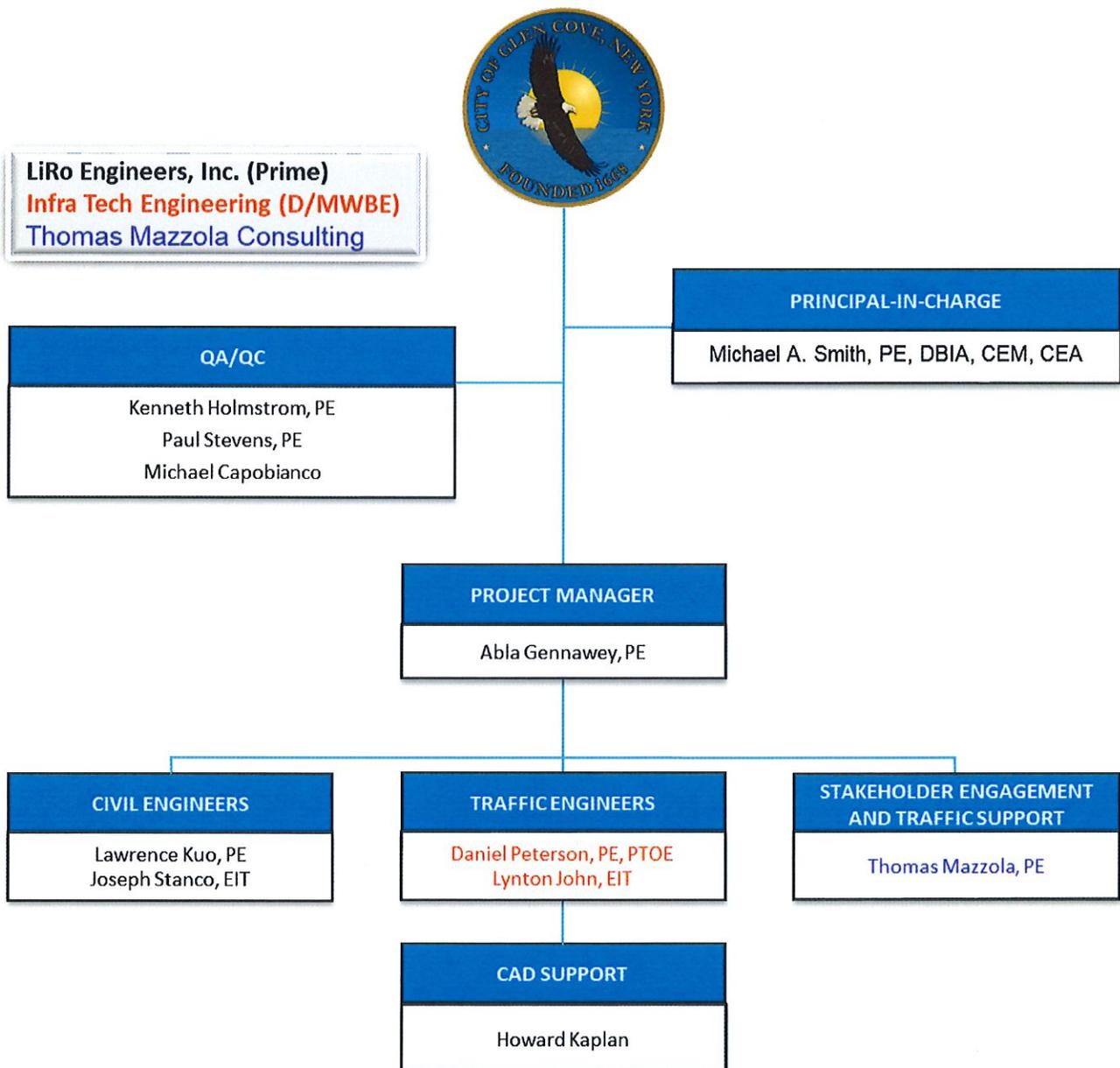
**Appendix D:
Organization Chart**



1 PROJECT TEAM

We have assembled a team for the City of Glen Cove that is well equipped to provide the Professional Traffic and Structural Engineering Services required to prepare the Downtown Parking Connections Traffic Access Feasibility Study. Our Organizational Chart is provided below followed by brief descriptions of our personnel. Detailed resumes follow at the end of this section. Key personnel are available to begin work upon notice to proceed and will remain assigned to the project for the duration of the agreement.

ORGANIZATIONAL CHART



Appendix E:
Title VI/Non-Discrimination Assurances

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 USDOT* 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 USDOT* 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).

Resolution 6-I





MAILING ADDRESS:
 TELSTAR INTEGRATED SOLUTIONS
 10 SHORE ROAD
 GLEN COVE, NY 11542

Proposal

PHONE: (516) 676-7700
 FAX: (516) 671-3735

Date
5/10/2021

Bill To
City of Glen Cove 9-13 Glen Street Glen Cove, NY 11542

P.O. No.	Terms
913-51021	Net 15

Quantity	Description	Rate	Amount
	City Hall Access Control Proposal Location: Glen Cove City Hall		
	Mail Room		
1	Existing Electronic Strike from PO 200547 (NO CHARGE)	1,578.00	1,578.00
1	Existing Electronic Access Control Reader from PO 200547 (NO CHARGE)		
1	Prodatakey Single iO Wireless Access Controller Labor for Installation, Programming, and Testing		
	Main Entry		
1	Existing Access Controller from PO 200547 (NO CHARGE) Labor for Installation, Programming, and Testing	1,050.00	1,050.00

Sales Tax (8.625%) \$0.00

Total \$2,628.00

Client: _____

Date _____

Contractor: Telstar Integrated Solutions Inc.

Date _____

TERMS OF SALE

Pricing is based as an estimate. If Telstar should exceed the proposed time, the customer will be charged for additional labor - based on an hourly rate of \$105.00 per man hour.

Payments should be received as follows: 50% down payment, 30% upon delivery of material, and balance due upon completion.

Proposal is only valid up to 90 days due to subject of price changes. After 90 days from original proposal prices will need to be reviewed due to market changes. Overdue accounts are subject to a service charge of 1% per month. All major credit cards accepted. Financing available. Any alteration in the above proposal and/ or specifications including extra costs will result in extra charge over and above this agreement. Invoice due 30 days from date listed above. One year warranty coverage on all installations.

Resolution 6-J



John De Jesus

18 Franklyn Ave Glen Cove NY 11542-5116-234-9420

Musketaack1@gmail.com

GLEN COVE HIGH SCHOOL;

- **Major: General Studies**
- **Graduated 1982**
-
- **Chef Hillwood / LIU Post**

EXECUTIVE CHEF | CHANGING TIMES, FARMINGDALE | OCT.2015-TO- 2018

Creating daily specials & signature dishes

- Coordination of orders with food purveyors
- Preparing of all meals
- Delegating duties to all kitchen staff
- Training and supervising of line cooks. Maintaining low food cost

EXECUTIVE CHEF | LONG ISLAND YATCH CLUB | JAN,2011 TO APR,2012

Babylon, New York

- Preparing of all meals
- Managing and supervision of line cooks
- Preparing and planning Daily Specials

•

•

•

INN ON MAIN / OWNER. Sept. 2001- 2009 Chef Farmingdale, New York

- Planning of Daily Specials
- Preparation of all meals
- Creating new and interesting menu items
- Supervision and managing kitchen staff
- • Maintaining low food cost.

• **CLOSED**

•

-

**Inn on Main Sept. 2001- 2009 Chef
Farmingdale, New York**

- Planning of Daily Specials
- Preparation of all meals
- Creating new and interesting menu items
- Supervision and managing kitchen staff
- • Maintaining low food cost

-

-

- **Musketa Cove Bait and Tackle Shop .OWNER.**
- **Glen Cove NY 11542.**
- **516-234-9420; musketatackle@gmail.com**
- **Outdoor outfitters, Rod building, Running day to day activates.**
- **PRESENT DAY:**
- Birchwood Suites:
- 423 Clay Pitts Rd, East Northport, NY 11731
- [\(631\) 368-5252](tel:6313685252)
- Line Cook.
- Seasonal.

-

-

**** THIS PAGE MUST BE FILLED OUT AND MUST BE THE COVER PAGE OF YOUR PROPOSAL ****

City of Glen Cove

Request for Proposal (RFP) RFP No. 2021-004



BEACH CONCESSIONS

Proposals Due: Thursday, April 22, 2021 by 10:00 a.m.

PROPOSER'S NAME:

John De Jesus

PHYSICAL ADDRESS:

[REDACTED]

MAILING ADDRESS:

[REDACTED]

EMAIL ADDRESS:

[REDACTED]

PLEASE MAKE COPY OF DOCUMENTS FOR YOUR RECORDS

Posted on: <https://www.bidnetdirect.com/new-york/cityofglencove>
and
<https://glencoveny.gov/bid-rfps/>

- c. Quality of Food - The proposer's menu, including quality of food, will be evaluated under this criterion. Any references for past performance for quality of food in ventures of this or similar nature should be submitted herein.
- d. Vendor must possess a Nassau County Food Service Certification
- e. Annual rent to be paid to the City:

The Proposer in compliance with your Request for Proposal for the licensing of the Beach Concessions hereby agrees to the terms of the specifications attached hereto and proposes to pay the following seasonal rent to the City:

Monthly Rent for Pryibil Beach Concession Area \$ _____/per month.

Monthly Rent for Morgan Park Concession Area \$ _____/per month.

- a. The Concession Stand shall be responsible to reimburse the City \$ 500.00 per concession facility for costs associated with water, sewer, electric and sanitation incurred during the Beach Park Season.**

- 2. The successful proposer(s) shall be responsible for all permits, fees and other costs associated with the proper operation of the concession.
- 3. All concession buildings are allowed to operate during the hours of 9:00 a.m. to 9:00 p.m. seven days a week. All concessions must be closed by 9:00 p.m. each night. During City - sponsored concerts, vendors may remain open until completion of event.
- 4. During a City-sponsored or hosted event in the leased premises the tenant located in such area may have, at no additional charge, their concession. Hours of operation and rules of the event coordinators must be adhered to.
- 5. The successful proposer(s) shall be required prior to the commencement of the Beach Season to obtain and maintain all required approvals and permits pertaining to Food Concessions including, but not limited to, Nassau County Department of Health.
- 6. The lessee shall provide in this proposal a list of items to be sold and the prices to be charged. Unless otherwise stipulated, only food and beverages (excluding alcoholic and tobacco beverages) may be sold. The City reserves the right to restrict or prohibit the sale of any item.

7. **No alcoholic beverages or tobacco products may be sold at concessions.**
8. The successful proposer(s) shall maintain the area around the concession in a clean and proper way subject to violations being imposed. City owned receptacles or outdoor furniture on the patio areas may be used. The successful proposer(s) may provide chairs, tables, umbrellas or other outdoor for their patrons, at their discretion, but only with prior approval of same from the City. The City will not be held responsible for any items provided for by the vendor.
9. The successful proposer(s) shall post a price list at the site of each concession while in operation.
10. Signs may be permitted. Drawings of proposed signs including dimensions, colors and wording, shall be submitted to the City of Glen Cove for approval in its sole discretion, prior to construction and installation at such Concession location.
11. No proposals will be accepted from anyone who is in arrears for prior expenses or fees owed to the City.
12. Adequate insurance policies shall always be maintained by the successful proposer(s) in compliance with the Insurance Requirement Section set forth in this RFP. Copies of all policies shall be provided to the City with the City of Glen Cove named as certificate holder and additional insured prior to commencement of the beach season.
13. The terms of the lease(s) with the successful proper(s) shall run from May 1, 2021 for a period of one (1) year with the City holding the option to renew for three (3) additional one (1) year terms.

SECTION 3. PROPOSAL REQUIREMENTS

- The Proposer shall demonstrate that it has relevant experience in performing projects of comparable value and scope to the type described in this RFP. Each proposal shall be prepared concisely, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation.
- As part of responding to this RFP, the Proposer should demonstrate familiarity with the project and project area.
- Proposals shall be signed by an authorized representative of the firm.
- Proposals shall be single spaced, with font size not less than 12 point, double sided typed on 8 ½" x 11" sized paper. Cover letter, certificates of insurance, fee proposal, and resumes that must be included with the submission.

- Incomplete proposals that do not include all of the requested components will not be accepted for review and consideration.

The proposal shall be presented in separate tabs as noted:

1) *Team:* Staffing of the concession shall be adequate at all times to provide proper service, at the sole discretion of the City. Employment by the Summer Youth Employment Program (SYEP) participants will be required to be employed for 800 hours per season, per stand. SYEP workers are paid directly by the City of Glen Cove and not the responsibility of the vendor. Concessions must be open each day that the beach is open.

No person under the age of fifteen (15) years and no person currently serving sentence in a penal or correctional institution shall be employed to perform any work on the project under this lease. No person convicted of a sex-offense shall be eligible for employment. No person whose age or physical condition is such as to make this employment dangerous to his health or safety, or the health or safety of others, shall be employed to perform any work on/or in this concession; provided, however, that such restrictions shall not operate against the employment of physically handicapped persons, otherwise employable, where each person may be safely assigned to work which they can ably perform.

Vendor must possess a Nassau County Food Service Certification.

City of Glen Cove employees and their immediate families may not submit a proposal for these beach concessions.

2) *Project Approach and Understanding:* Provide a project approach and understanding describing how each of the tasks in the Scope of Services section will be addressed.

3) *Describe the overall expertise* and experience of the firm and subconsultants relative to the Scope of Services contained in this RFP, as well as availability of key personnel. Proposers must submit a resume in writing of their experience in the food concession business along with their proposal. **Unless a resume is submitted, the proposal will not be considered.**

5) *Provide the geographic location* of the firm relative to Glen Cove's location. The firm should include a street address of the office proposed to handle the work. In addition, provide a working email address for a representative of the responding firm. This person will be contacted when the City distributes responses to Requests for Information (RFI) to proposers.

6) The scope of services proposed to provide the services requested in this RFP noting the reason for any particular deviations from the Scope of Services provided herein.

7) *Certificates of Insurance.*

The Proposer and its subconsultants shall meet the following insurance requirements:

The vendor and its subconsultants shall meet the following insurance requirements:

- Workers' Compensation- to limits required by New York State law
- Disability Benefits- coverage as required by New York State Disability Law
- Commercial General Liability Insurance- both bodily injury (including death) and property damage insurance in a limit of not less than \$2,000,000 per occurrence, \$3,000,000 aggregate, and \$5,000,000 umbrella
- Business Automobile Liability- \$1,000,000
- Professional Liability Insurance- \$1,000,000 maintained during and for a period of three (3) years after completion of the City's contract
- Property Damage Insurance- \$100,000 for damages on account of any one accident and \$200,000 dollars aggregate during the policy period

The City of Glen Cove shall be listed as Certificate Holder on all insurance certificates.

All policies shall be written by a carrier admitted to do business in the State of New York and with an AM Best Rating of A-VII or better.

If the vendor retains or hires any subcontractors in the course of its performance under the contract, the requirements of this section shall be binding and transferrable to each subcontractor so retained or hired, unless the City authorizes an exception prior to said subcontractor performing work for the City, or unless the subcontractors are covered by the protection afforded by the awarded vendor. Minor subconsultants or service providers may petition for reduced insurance amounts through the awarded vendor, but such limits will be established based on perceived liability by the City, value of such minor services, and at the sole discretion of the City Controller and City Attorney.

The City shall be entitled to 30 days written notice of cancellation or renewal of any policy. If the evidenced insurance expires prior to completion of work, a renewal certificate shall be furnished at least ten (10) days before the date of expiration.

The City of Glen Cove reserves the right to amend the insurance requirements, as it deems necessary depending on the scope of work being provided.

SECTION 4. PROPOSAL CONDITIONS

1. Conditions Governing Proposals

Only those proposals that contain complete information and are responsive to the RFP will be considered. Proprietary or patented information, which may be included in the proposal, must be clearly identified and brought to the City's attention.

The City reserves the following rights:

- To accept or reject any of all proposals;
- To waive or modify minor irregularities in proposals received;

- To amend specifications after their release, with due notice given to all proposers to modify their proposals to reflect changed specifications;
- To award a contract for any or all parts of a proposal and negotiate with the successful proposer, within the proposal requirements, to best serve the interests of the City.

By submitting a proposal, the proposer agrees that it will not make any claim for or have any right to damages because of any lack of information or misinterpretation of the information provided in this RFP.

The City will not utilize any of the materials submitted in the RFP process included in unsuccessful proposals without permission.

2. Freedom of Information Law

All RFP submission materials become the property of the City of Glen Cove. The City is subject to the Freedom of Information Law, which, under the Public Officer's Law Sections 87 and 89, allows for a process for public disclosure of certain records in possession of the City. Portions of the proposals which contain proprietary information, trade secrets, or information which could cause substantial injury to the competitive position of the proposer can be excluded from public access. If there is such information included, and the proposer wishes it to be excluded from access, the proposer must notify the City in writing along with the specific reasons for the exception.

3. Notification of Award

Award of contract occurs when a formal contract has been approved by the Glen Cove City Council and executed by the City. A Recommendation of Intent to Award does not constitute award of contract. If a contract is awarded, it shall be awarded to the responsive and responsible proposer whose offer conforming to the RFP will be most advantageous to the City as set forth in the Evaluation Criteria. The City will notify the successful proposer by phone, followed by written confirmation. The City will notify each proposer whose proposal is rejected in writing. A contract defining terms and conditions of the parties will be drafted by the City. The contract may incorporate any or all the RFP and as much of the successful proposer's final proposal as may be appropriate. The successful proposer must show evidence of required insurance coverage per this RFP. The City of Glen Cove reserves the right to postpone, cancel, or reject all proposals, if in its judgment it deems it to be in the best interest of the City to do so. Proposers are advised that the City of Glen Cove has the option of selecting the Proposer without conducting interviews, discussions, or negotiations. Therefore, proposers should submit their best proposals initially, since discussions or negotiations may not take place.

4. Liability

The proposers must make their proposal with no expectation of reimbursement or compensation for time or material costs incurred in preparation of their proposal. The City is not liable for any costs incurred by any individual or firm for work performed to prepare its proposal or for any travel and/or other expenses incurred in the preparation and/or submission of its proposal. Further, the City is not liable for any costs incurred prior to approval of the contract.

5. Familiarization Costs

It is the sole responsibility of the prospective firms to familiarize themselves with the City's current programs, facilities, documents, and any other information which is necessary and relevant to the Scope of Services detailed in this RFP. The City will not allow any claims for payment which include billable time for familiarization costs borne by the proposer in familiarizing themselves with the above, regardless of whether the costs were incurred prior to or following the submission of the proposer's proposal or prior to or after receiving an award.

SECTION 5. M/WBE and Title VI Policies

1. M/WBE Policy

NYS-certified Minority and Women Owned Business Enterprises (M/WBEs) are encouraged to participate in this procurement. For this grant-funded project Empire State Development (ESD) has established MWBE participation goals consistent with New York State requirements.

The selected vendor may be required to provide documentation related to the grant, including but not limited to documentation related to M/WBE participation, as necessary.

2. Title VI 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 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, Minority and Women-Owned Business Enterprises (M/WBEs) will be afforded full and fair opportunity to submit proposals in response to this RFP and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. See Attachment 3 City of Glen Cove Title VI/Nondiscrimination Assurances.

SECTION 6. SUBMISSION REQUIREMENTS

The proposer shall submit this proposal electronically **via BidNet by the date and time stated in this solicitation.**

The RFP number for this solicitation is **RFP #2021-004**.

Emails with questions regarding submission requirements can be sent to Yelena Quiles, City of Glen Cove Purchasing Agent, at purchasing@glencoveny.gov.

SECTION 7. SUBMISSION DEADLINE

Respondents must submit their proposals, electronically, via the BidNet platform, on or before **10:00 a.m. EST on April 22, 2021**. All proposals must be received before the end of the submission period. A proposal may be withdrawn only by written request at any time prior to the

date specified as the submission deadline. The successful candidate shall *not* modify the proposal after having been notified that the proposal has been accepted by the City, except at the written request of the City.

Submission shall attest to the proposer's ability to perform *all* tasks required under this RFP. The City reserves the right to reject any and all proposals received and to waive any informality in the procurement process, and to accept the proposal which in its judgment best serves the interest of the City.

The City is under no obligation to return proposals to proposers.

Proposals received after the scheduled time and date will not be accepted. No proposals will be accepted via any other means other than the one listed. Each proposer must submit a complete proposal, which addresses each component of the RFP as well as answer **ALL** questions of the questionnaire which appears in Attachment 1.

SECTION 8. QUESTIONS

All questions will be received on BidNet. All requests for information should be submitted by **Tuesday, April 6, 2021**. After this date, no questions will be taken.

The authorized contact person for this procurement is Yelena Quiles, Purchasing Agent. **All questions are to be posted on the Q&A part of the BidNet platform; please do not email questions. If proposers email questions, they will not be answered.** If proposers require other information, please email purchasing@glencoveny.gov for further clarification.

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 **Tuesday, April 13, 2021** via an addendum. The answers will only be posted on the BidNet website (<https://www.bidnetdirect.com/new-york/cityofglencove>) as an addendum to the RFP. The proposer shall be responsible to check the City of Glen Cove's BidNet site to check for any addendums issued for this RFP.

No contact with any City 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.

SECTION 9. PROPOSAL EVALUATION

Proposals will be evaluated and ranked by the City, using the following criteria with the assigned weighted percentages. Proposals will be reviewed on quality, expertise, and completeness; potential for completing the work as specified in the RFP; experience with projects similar in nature/funding and previous experience with municipal clients; understanding of and approach to the project in conjunction with the proposed schedule; organization, availability, and qualifications of key personnel; cost reasonableness; familiarity with Federal, State and local requirements; logistics and familiarity with the project area; and ranking relative to competing proposers.

Experience with projects similar in nature and funding and previous experience with municipal clients	20 points
Approach/ understanding	10 points
Organization/ availability/ qualifications of key personnel	10 points
Cost Reasonableness	20 points
Familiarity with municipal requirements	10 points
Familiarity with the project area	10 points
Menu offerings and pricing	20 points
TOTAL:	100 points

The City may determine a short list of up to three (3) qualified proposers which may be asked to appear for a personal interview at the offices of the City and make a presentation as part of the interview. Due to the COVID-19 pandemic, interviews may be conducted via video call, rather than in-person. Non-attendance will be grounds for disqualification. The City may also choose to not conduct interviews.

The Review Committee for this RFP shall include, but is not limited to, staff from the City of Glen Cove Department of Public Works (DPW), Recreation Department and the Finance Department. The Committee is responsible for evaluating proposals and conducting interviews (as deemed necessary).

Proposers may be subjected to additional questions by the City. Non-response will be grounds for disqualification. Additional technical and/or cost information may be requested for clarification purposes, but in no way may proposers change the original submitted proposal.

SECTION 10. CONDITIONS OF CONTRACT

1. Subcontracting

The awarded vendor may propose subcontracting portions of the responsibilities addressed in its proposal. The proposal must identify any such subcontract(s) and the relevant work they will perform. The City reserves the right to review and approve all subcontractors. The awarded vendor is responsible for oversight and management of all subcontractors, including supporting documentation for payment.

2. Payment Process and Claim Requirements

Payments to the Vendor will be made in accordance with the terms of City and grant requirements. All invoices must be accompanied by a City claim voucher, and other appropriate supporting documentation as requested by the City.

The City's standard payment term is thirty (30) to sixty (60) days upon receipt of invoice and originally signed voucher after services are performed or goods delivered. Payment for services performed to the satisfaction of the City shall be made on a monthly basis in the ordinary course of business upon receipt of duly authenticated invoices and vouchers. Receipts for all non-personal expenses must be attached for such expenses to be eligible for reimbursement. Ten (10) percent of the contract amount will be retained for up to sixty (60) days after the final product has been delivered in order to ensure full compliance with contract guidelines.

3. Vendor and W-9 Forms

The selected/winning proposer will be required to submit a City of Glen Cove Vendor Form (see Attachment 4 City of Glen Cove Vendor Form) and W-9 form for their firm at the determination of the Purchasing Agent but no later than at the time of the execution of a contract with the City of Glen Cove.

4. Sexual Harassment

The selected/winning proposer will be required to submit the following statement on the firm's letterhead, "The proposer certifies that he has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all his employees." The letter will need to be signed, dated, and addressed to: Purchasing Agent, City of Glen Cove, 9 Glen Street, Glen Cove, NY 11542.

SECTION 11. TIMELINE FOR PROCUREMENT

Release of RFP: Tuesday, March 23, 2021

Deadline for RFIs: Tuesday, April 6, 2021 via the BidNet platform by 4:00 p.m. EST. Questions can only be asked directly on the BidNet platform.

City Response to RFIs: By or before Tuesday, April 13, 2021 and posted to <https://www.bidnetdirect.com/new-york/cityofglencove> as an addendum.

Deadline for submission of proposals: Thursday, April 22, 2021 no later than 10:00 a.m. EST. Please submit your proposals electronically via the BidNet platform.

Anticipated Review Period: Late April 2021

Anticipated Award of Contract: May 2021

SECTION 12. ATTACHMENTS

Attachment 1: City of Glen Cove Statement of Vendor Qualifications Form

Attachment 2: City of Glen Cove Vendor Form (to be attached to a w-9)
that has not been requested in this RFP.

Attachment 3: City of Glen Cove Title VI/Nondiscrimination Assurances

****THIS PAGE MUST BE FILLED OUT AND MUST BE THE COVER PAGE OF YOUR PROPOSAL****

City of Glen Cove

Request for Proposal (RFP) RFP No. 2021-004



BEACH CONCESSIONS

Proposals Due: Thursday, April 22, 2021 by 10:00 a.m.

PROPOSER'S NAME: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

EMAIL ADDRESS: _____

PLEASE MAKE COPY OF DOCUMENTS FOR YOUR RECORDS

Posted on: <https://www.bidnetdirect.com/new-york/cityofglencove>
and
<https://glencoveny.gov/bid-rfps/>

**CITY OF GLEN COVE
9 GLEN STREET, GLEN COVE, NY 11542**

**REQUEST FOR PROPOSALS (RFP)
FOR:**

BEACH CONCESSIONS

RFP#2021-004

Proposals Due: Thursday, April 22, 2021 by 10:00 a.m.

Term of Contract: May 1, 2021 – April 30, 2022 (City holds the option to renew for three (3) additional one (1) year terms)

SECTION 1. INTRODUCTION

1. Locations

Morgan Memorial Park, Germaine Street, Glen Cove, New York
Pryibil Beach, East Beach Road, Glen Cove, New York

2. Description

The City of Glen Cove ("City") is seeking proposals for the operation of the beach concessions at Morgan Park and Pryibil Beach. The City of Glen Cove reserves the right to designate brands and/or products that must be sold. The beach is open to the public on weekends only between Memorial Day and the third weekend of June; and everyday thereafter until Labor Day. All concessions must be open and operational when the Beach/Park is open.

SECTION 2. SCOPE OF SERVICES

1. Criteria to be included in Proposal

- a. Diversity of Food - The proposer's overall menu, including diversity of food products will be evaluated under this criterion. Also considered will be past performance in ventures of this or similar nature.
- b. Local Preference-Local food merchants and/or those who have previously provided food trucks will be given additional credit under this criterion.

HOOKED AND BATARD MENU:

BREAKFAST MENU:

- 2 EGG'S, BACON, CHEESE \$6:00 ?
- 2 EGG'S, HAM, CHEESE \$6:50
- 2 EGG'S, SAUSAGE, CHEESE \$6:50
- BREAKFAST BURRITO SCRAMBLED EGG, HOMEFRIES, CHEESE\$8:75

DAILY MENU:

- HAMBURGER AND FRENCH FRIES \$6:50 ?
- HAMBURGER, FRENCH FRIES WITH CHEESE\$6:75
- NATHENS HOT DOG, WITH SAUERKRAUT \$3:00

BURRITO

- Mc DADDY BURRITO SPANISH YELLOW RICE, BEANS, SMOKED PORK
SHOULDER, CHIPOTLE LIME DRESSING \$9:95
- THE PAPI BURRITO SPANISH YELLOW RICE, BEANS, GRILLED CHICKEN,
PICO DE GALLO, GUACAMOLE \$11:95

FISH & CHIPS

- 2 FISH & CHIPS, COLE SLAW \$8:95
- 4 MOZZARELLA STICKS \$6:00 ?
- 5 PIECE CHICKEN TENDERS \$6:50

FRESH

- WATERMELON SLICES \$2:00

CANTALOUPE SLICES \$2:50

HONEYDEW SLICES \$2:50

COMBO FRUIT \$6:50

FRUIT SMOOTHIES

STRAWBERRYS, BLUEBERRYS, GREEK YOGURT, PINEAPPLE JUICE \$6:00

HAWAIN SHAVED ICE

SHAVED ICE WITH VANILLA ICE CREAM ON THE BOTTOM. YOUR CHOICE OF FLAVORES \$6:00

WATER \$2:00

SODAS ~~\$3:00~~ 1.50

Resolution 6-K





AMERICAN PAVING INC.



Proposal

"PAVING, A WHOLE NEW WAY"

P.O. Box 303 GLEN HEAD, NY 11545 • P: 516.609.8386 • FAX: 516.609.3339
info@americanpavingcorp.com

TO City of Glen Cove
Attn: Spiro Tsirkas
stsirkas@glencoveny.gov

PROPOSAL NO. 21-0498

DATE:4/30/21

SALESPERSON	JOB	TERMS
Augie	Pyrbil Beach	Net 15

QTY	DESCRIPTION	UNIT	AMOUNT
	Saw cut and remove 5,100 Sq Ft of asphalt (currently basketball court)		
	Dispose of asphalt off-site		
		Total	\$6,400.00
	Provide and install high quality sand in this area at 4" of depth		
		Total	\$3,900.00
		Grand Total	\$10,300.00
		Discounted Price (per Angelo)	\$8,950.00

Thank you for your business!

Resolution 6-L





FIREWORKS BY

Grucci

City of Glen Cove 4th of July Fireworks Display



RFP No. 2021-010

Proposal for Artistic Presentation of
Fireworks by Grucci

Performance Date: Sunday July 4, 2021

Proposal Due Date: May 7, 2021, 10:00 am

Respectfully Presented To:
City of Glen Cove

Attention:
Purchasing Department
City Hall
9 Glenn Street
Glen Cove, NY 11542
yquiles@glencoveny.gov



Key Members of the Grucci Team and their responsibility:

Phil Grucci – Chief Executive Officer/Creative Director

Scott Raso – Chief Financial Officer

Scott Cooper – Director of Business Development

Joseph Mercante – Director of International Business Development

Corey Grucci – Personnel Manager

Christopher Grucci – Logistics Manager

Annette Horton – Virginia Facility Manager

Robert Lapietro – New York Facility Manager and Chief Chemist

Fireworks & Pyrotechnic Design, Engineering, Manufacturing, Installation, Execution & Production Management



Patriotic Red, White & Blue Grucci Grand Illuminations at the 2020 RNC

FIREWORKS BY



PHIL GRUCCI

FIREWORKS BY GRUCCI, INC.
20 PINEHURST DRIVE
BELLPORT, NY 11713 USA

CEO/CREATIVE DIRECTOR
PHILGRUCCI@GRUCCI.COM



Accolades

- Board of Director on the American Fireworks Standards Laboratory (AFSL)
- Board of Director American Pyrotechnic Association (APA) – 4th Term
- Chairman of the APA Manufacturing Committee
- NFPA Member of The Technical Committee on Pyrotechnics
- Member of the International Society of Explosive Engineers (ISEE)
- Chief Pyrotechnics Designer & Engineer for the 2008 Beijing Olympics

Noteworthy Fireworks by Grucci Programs:

- 2020 Republican National Convention, Washington D.C
- 2019 Salute to America, Washington D.C.
- 2018 Tarfat Alebdaa Co., LLC Dammam, Saudi Arabia
- 2018 Ras Al Khaimah NYE at Al Marjan Island, Dubai UAE
- 2017 Inauguration of President Donald Trump
- 2016 Burj Khalifa New Years Eve Dubai, UAE
- 2015 Boston Pops Fireworks Spectacular
- 2013 Dubai Guinness World Record, Palm Jumeirah & The World Islands
- 2013 Burj Khalifa New Years Eve Dubai, UAE
- 2011 Meydan Racecourse, Dubai World Cup Dubai, U.A.E.

About Phil

The Grucci family formally transitioned the leadership of the family-run Fireworks by Grucci, Inc. to Phil Grucci (5th generation) in 2013. Mr. Grucci has continued to further guide the family business into a successful future. As President and CEO, Phil Grucci has a global view and guides his team in all corporate-wide divisions including; research and development, manufacturing, real estate requisitions, distribution and of course show design, engineering, and production. Phil has designed and produced many of the world's greatest fireworks performances. Phil's broad knowledge of pyrotechnics achieved from 30 plus years of in-depth, practical, and "hands on" experience in the field is unsurpassed in the industry. These cutting-edge productions have yielded lasting visual effects and images that are forever memorable and completely unique.

Current Projects

President/CEO & Creative Director, Phil Grucci pursues the latest and greatest in firework technology and show processes. Phil's acute knowledge of the firework and pyrotechnical field has led him to undertake key business ventures with a global market view. Phil maintains a sturdy long-range outlook and management plan for the Grucci family of companies. Phil is extremely aware of the production requirements for even the largest and most complex performances. He has taken on countless state-of-the-art firework productions and projects with the keen foresight of the industry and client needs. Phil is in constant pursuit to provide the best in firework entertainment that inspire and astonish.

FIREWORKS BY



SCOTT COOPER

FIREWORKS BY GRUCCI, INC.
20 PINEHURST DRIVE
BELLPORT, NY 11713 USA

DIRECTOR OF BUSINESS DEVELOPMENT
SCOOPER@GRUCCI.COM

Accolades

Noteworthy Fireworks by Grucci Programs

- 2016 – 2018 – Saks Fifth Ave Window Reveal
- 2016 – 2019 – America’s Party: Las Vegas, Las Vegas, NV
- 2015 - 2020 – Chinese New Year, New York City, NY
- 2017 – Light City Baltimore
- 2016 – Grand Opening of the T-Mobile Arena
- 2014 - Star-Spangled Spectacular 200th Anniversary of the National Anthem
Baltimore, MD USA
- 2013 - Dubai Guinness World Record, Palm Jumeirah & The World Islands
- 2012 - Revel Resort & Casino Grand Opening, Atlantic City, NJ
- 2011 - South East Asia Games Opening Ceremony, Palembang, Indonesia
- 2010 - Wynn Encore Grand Opening, Macau, China
- 2009 - Guinness 250th Celebration, Dublin, Ireland
- 2008 - Atlantis and the Palm Jumeirah Grand Opening, Dubai, U.A.E.
- 2007 - ICC Cricket World Cup, Jamaica, West Indies
- 2006 - Nagaoka International Fireworks Festival, Nagaoka, Japan

Current Projects

Scott is currently working on marketing and aesthetic efforts for the upcoming programs; public relations, press releases and social media. Scott attends site inspections for new event locations and venues while maintaining relationships with regulatory personnel. Scott believes it is important to gain vital information from the clients, event producers and authorities. He analyzes the feedback and prepares reports to improve customer relations and expectations. Scott continually performs market research for future programs and is always striving to make every Fireworks by Grucci program a success.



About Scott

Scott has been an integral member of the Fireworks by Grucci Team since 1999. Scott has fulfilled various roles, globally and domestically, as a Project Manager, Producer, and Chief Pyrotechnician. Scott is an essential part of Fireworks by Grucci’s business development. Scott coordinates customer relations, promotions, and new projects. He facilitates client communication and program aesthetics from inception through completion. He consistently demonstrates a high degree of knowledge and attention to the many details prevalent to the pyrotechnic performance. He is known as a meticulous organized manager that relates events detail to the specific environment and audience at heart. His global experience highlights the ability to manage the implementation of diverse pyrotechnic programs of unique locales.

FIREWORKS BY



DOUGLAS SCHANTZ

FIREWORKS BY GRUCCI, INC.
20 PINEHURST DRIVE
BELLPORT, NY 11713 USA

* CHIEF PYROTECHNICIAN
DSCHANTZ@GRUCCI.COM

Accolades

Noteworthy Fireworks by Grucci Programs

- 2020 – Amway Celebration - UAE
- 2019 - Honolulu Festival – Oahu, HI
Glen Cove – Glen Cove, NY
Boston 4 Celebrations – Boston, MA
Al Marjan Island NYE – Two Guinness World Records!!
- 2018 - Al Marjan Happiness Festival - UAE
Devon Yacht Club – East Hampton, NY
America’s Party – Las Vegas, NV
- 2017 - President Donald Trump Welcome Ceremony
- 2016 – EMAAR Burj Khalifa & Downtown Dubai – New Year’s Eve
 - Station Casino’s Red Rock – 10th Anniversary
 - Meydan – Dubai World Cup
 - Outrageous EXPO 2020
- 2015 – Atlantis Dubai, UAE – New Year’s Eve Celebration

Current Projects

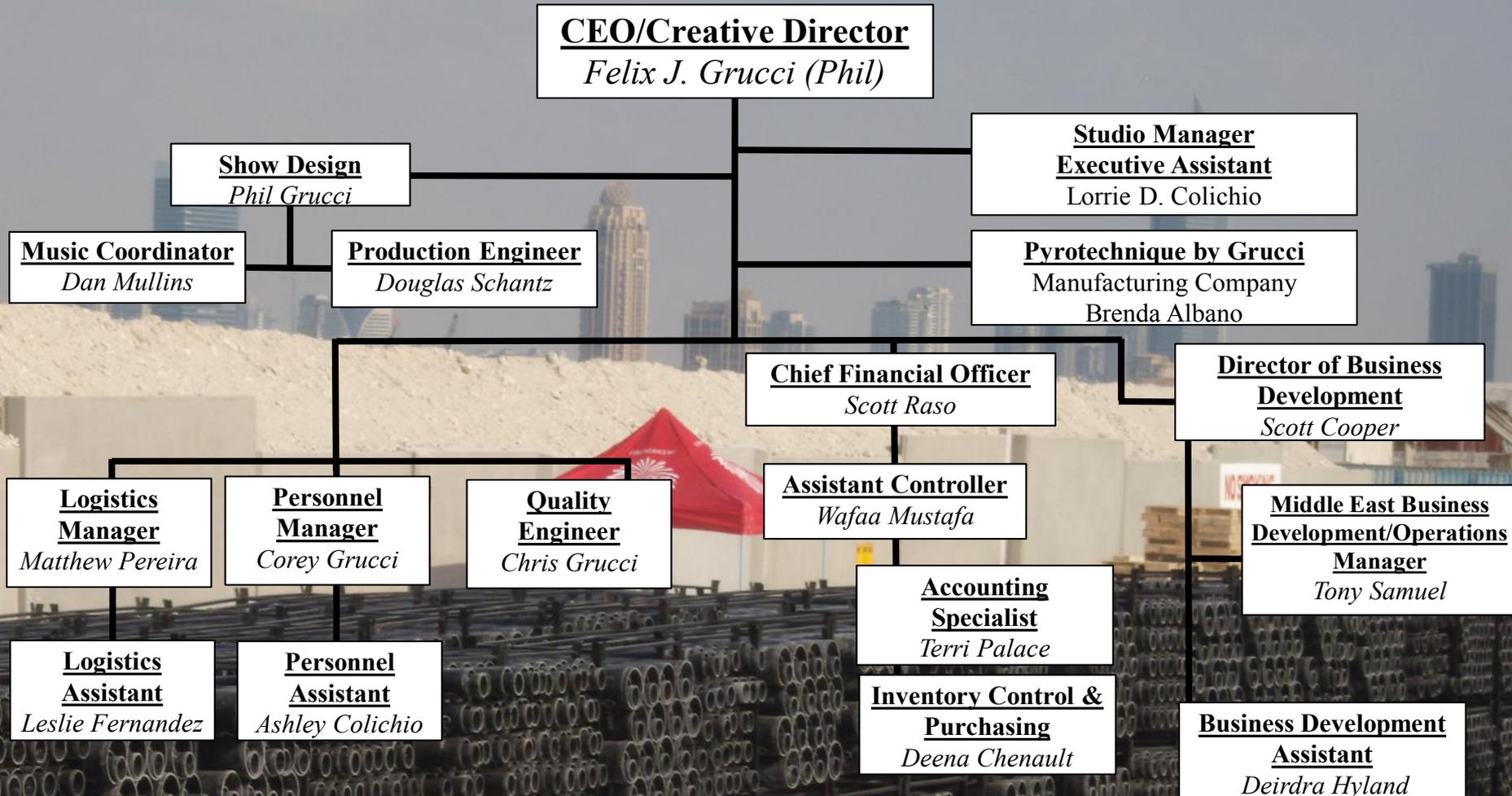
Douglas works closely with the operations team on the organization of many large as well as small scale projects. Countless hours are dedicated to the details of each display to ensure that our clients receive a spectacular show!

** Chief Pyrotechnician is subject to change based upon availability. Final staff arrangements will be made and sent to the City of Glen Cove NLT 60 Days in advance.*



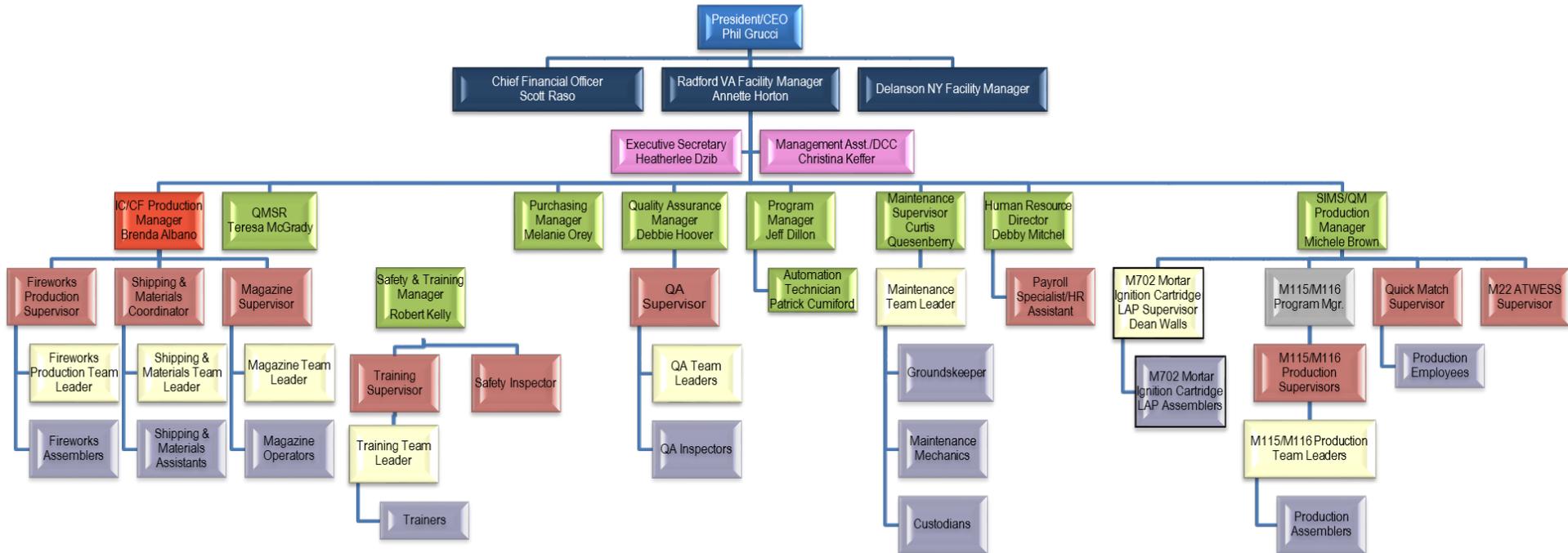
About DOUGLAS

Douglas started his career with Grucci in 2015 and is currently working as a Production Engineer. In this position, he designs and conceptualizes components hardware and systems related to Fireworks by Grucci’s requirements for their shows. He also works on the show equipment layout, setup, schematics, site plans and related tasks. Douglas has extensive experience in R&D, product design, manufacturing, model making and computer software. He is fluent in 2d and 3d modeling and mechanical design software as well as designing. Software Fluency in Solidworks, and Autocad. Douglas is relatively new to our fireworks family, but his technology skills have proven superior and is a positive addition to our Grucci Team!





Pyrotechnique by Grucci Corporate Organizational Chart



- It's all about **location**! As local Long Islanders, we can guarantee our availability and readiness to perform for the City of Glen Cove's Independence Day Celebration! With six years of experience producing Glen Cove's fireworks, we have intimate first-hand knowledge of the display location, and the risks and challenges that could potentially arise. From exclusive VIP Events, to Guinness World Record Performances, Fireworks by Grucci is well prepared!
- To meet the City of Glen Cove's objective, Fireworks by Grucci has prepared two budget options as requested, with two different duration options per the RFP. The performance will take place on July 4, 2021, at approximately 9:00 pm. Glen Cove's Fourth of July performance at each duration will include a variety of Grucci High Aerial Shells and enhancing Grucci Grand Illuminations, displayed from a barge safely positioned in Hempstead Harbor for the audience at Morgan Park.
- Fireworks by Grucci is proud to be highly esteemed in the Fireworks Industry. Fireworks by Grucci is also deeply involved in the regulatory processes that shape the rules and regulations of the Fireworks Industry. Pyrotechnique by Grucci is our own research, development and manufacturing facility, with locations in Radford, VA and Delanson, NY, where the finest materials are developed and used to create new and exciting effect scenes!
- Our locality ensures that the transportation of personnel, equipment and fireworks can, and will be done in an efficient and timely manner. Our barge loading location is less than three miles away from the Morgan Park display area in Hempstead Harbor!



Fireworks by Grucci

2) Project Approach & Understanding

Fireworks by Grucci anticipates unique challenges related to the discharge of fireworks/pyrotechnics. We are confident we can address each of the known risks to the satisfaction of all. A thorough Risk Analysis and Hazard Assessment will be completed once the project commences.

Fireworks by Grucci has a 150-year extensive history in the safe storage, transportation, handling and displaying of fireworks and pyrotechnic special effects. On each performance, Grucci addresses each of the potential risks associated with the storage transportation, handling and displaying of fireworks and special effect pyrotechnics by undergoing a thorough Risk Analysis and Hazard Assessment.

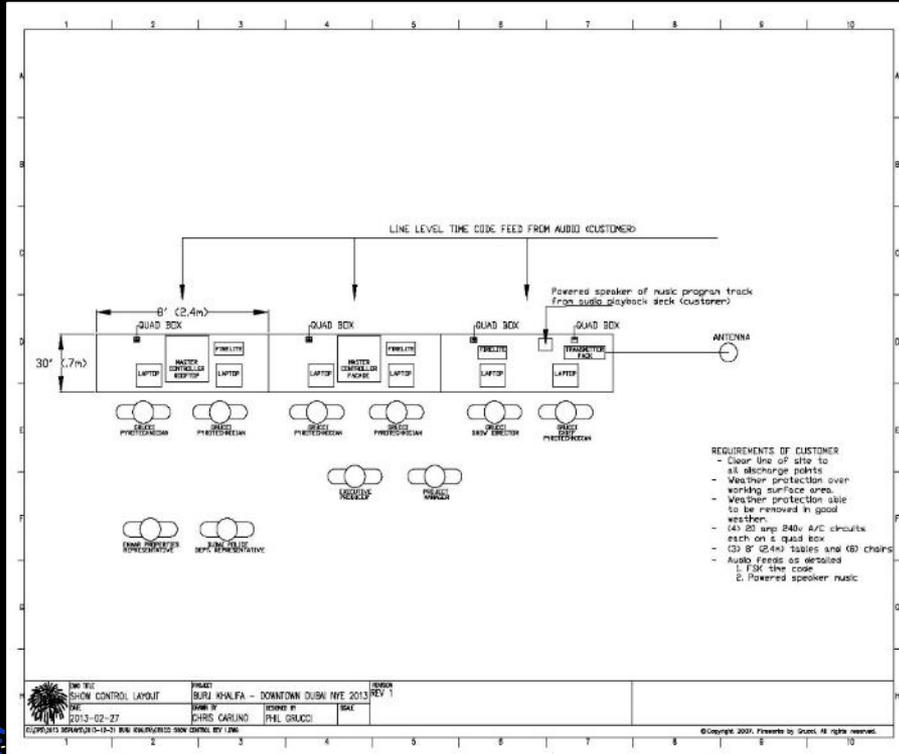
With this method, Grucci identifies each potential hazard and collectively with the collaboration of the local authorities (Fire, Police, Security), the management team and you, the organizer of the event, provides the solution to implement the required protective actions to minimize risk and potential for injury, property damage or other liabilities. Grucci then details and identifies the responsible party to follow thru with this action to fulfillment.



Fireworks by Grucci

2) Project Approach & Understanding

A production of this scope and size and with many integrated professionals requires flawless execution and a central point of communication. The Grucci Show Production team is that communication point and the nucleus of the entire fireworks display production. This Grucci executive team directs the pyrotechnician activities, coordinates with all related event professionals, collaborates with the Authorities Having Jurisdiction, US Coast guard, FAA, Marine Bureau, Fire and Police departments and all other local authorities. This ensures that in the need for adjustment, choices are made in real-time with critical decision-making information. Otherwise, the detailed Grucci protocol system handles all fireworks related scenarios, all tested through rehearsals and formulated as standard operating procedures. This highly experienced staff consists of a Show Production Manager, Logistics Manager, Personnel Manager, NY Sate Licensed Chief Pyrotechnician, and Pyrotechnician Software Operators, shown below in a sample Show Control diagram.



Fireworks by Grucci

2) Project Approach & Understanding

Safety is the primary goal. Our project manager will be available during project planning to attend necessary meetings with safety personnel, event managers and local authorities for your production. This person will participate as needed in all aspects of the program.

The firing location will have a schematic diagram of the precise fireworks staging area, which will be presented to the appropriate personnel. This will allow a clear understanding of all aspects of the display by all members of the production staff and safety personnel. The location will also have a firing sequence, a script with precise timing of each pyrotechnic device in the show. The plan will be precisely executed step by step from set-up to completion.



Barge being positioned on the Potomac River



Grucci Certified Top in Industry Pyrotechnician
Rooftop set up of special effects



Grucci Grid Firing System: *this patented steel rack system is the safest in the industry*



Mobile firing position of high aerial effects at the Washington Monument



Fireworks by Grucci

Pyrotechnique by Grucci Facilities: Research & Development and Manufacturing Delanson, New York and Radford, Virginia

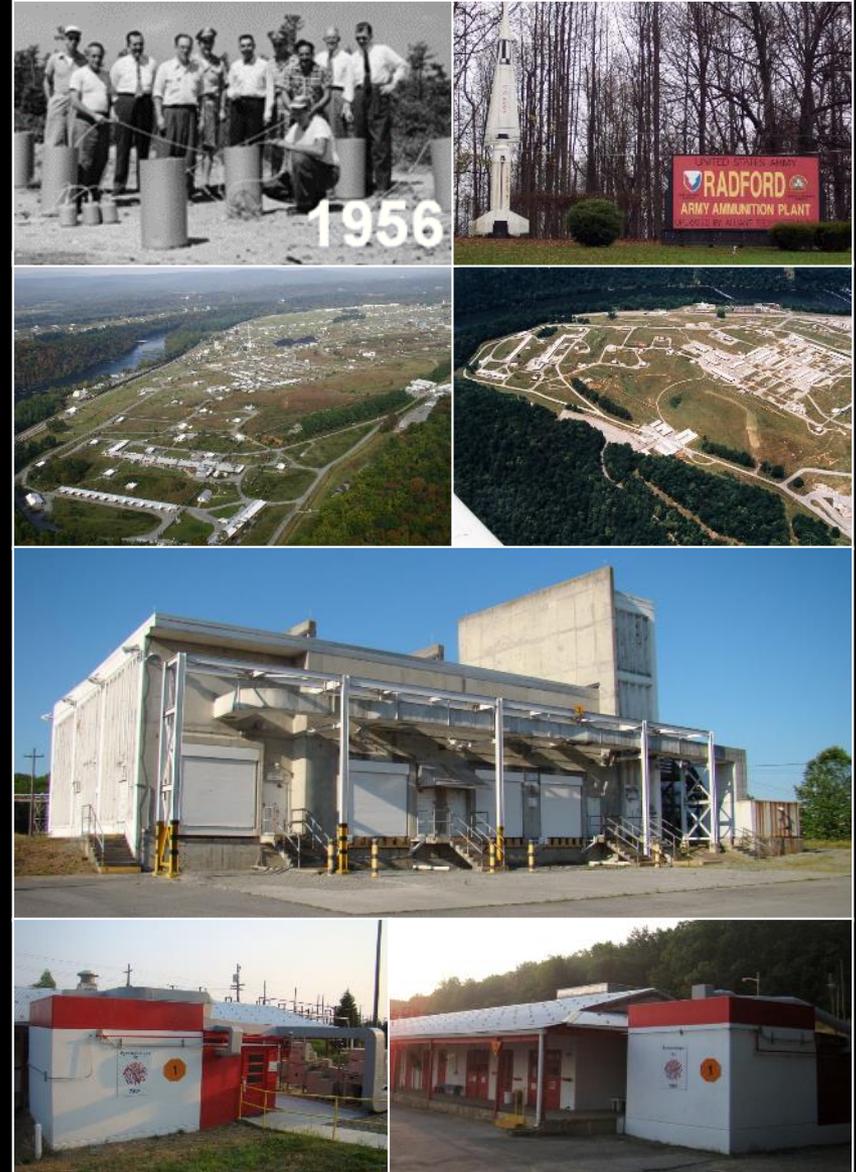
Our research and development reached its first apex in 1956, when Felix Grucci, Sr., successfully delivered a hand-crafted simulator to the U.S. Department of Defense. His solution, which had eluded internal military engineers, became the springboard for similar accomplishments for decades. Today, Pyrotechnique by Grucci, Inc. (PBG), the manufacturing arm of Grucci, is located at the Radford Army Ammunition Plant (RFAAP) in Radford, Virginia USA and the R&D facility in Delanson NY. We currently employ over 160 experienced pyrotechnicians, skillfully trained and certified in the manufacturing and handling of explosives and hazardous materials.

Pyrotechnique by Grucci, Inc. Fun Facts:

- Housed on 6,901 acres (27.93 km²)
- 1,038 buildings
- 214 Igloo Magazines
- Storage capacity of 657,003 ft²

To the right: Grucci facilities used to store and house various types of High Explosive material.

2) Project Approach & Understanding



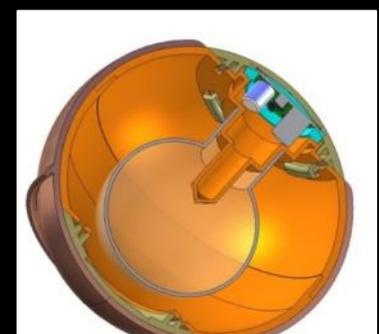
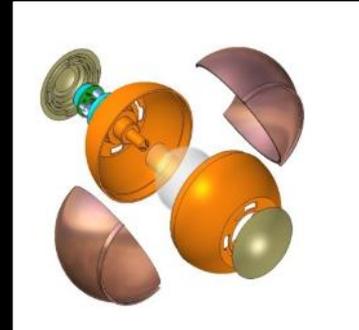
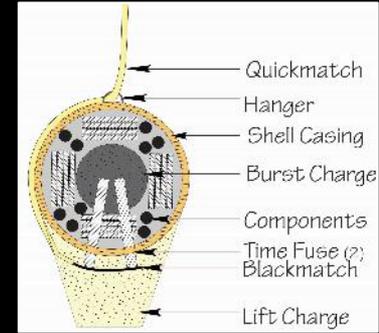
MADE IN THE U.S.A!!



Fireworks by Grucci

2) Project Approach & Understanding

- Our commitment to meeting the Environmental Challenges that face the Fireworks industry head-on continues to drive us towards innovation and evolution of our successful practices
- The increased demands for precision and innovation have provided the incentive for Grucci to continue to invest in the further development of alternate launch and burst methods. Thus, this has placed us in a leadership position in the global industry
- These technical advancements and our innate curiosity allow us to continue to provide dramatic and exciting effect sequences, while maintaining prudent attention to the environment -- such as reduced smoke output, while maintaining a high degree of safety and quality





Fireworks by Grucci

3) Experience: Key Grucci Historical Dates

- 1850: 1st Generation Angelo begins the family craft in Bari, Italy
- 1900: Angelo and Anthony (2nd generation) enter America thru Ellis Island
- 1923: Felix Grucci Sr. apprentices with his Uncle Anthony in fireworks manufacturing
- 1929: Felix Sr. opens his own fireworks factory in Bellport, New York
- 1940: Felix Sr. marries Concetta Didio and raises a family including son, James, Daughter Donna and Son Felix Jr. (4th Generation)
- 1950: Felix Sr. invents stringless shell, gains reputation for quality manufacturing with the US DoD, venturing out beyond New York for displays.
- 1976: Americas Bicentennial sparks major increase in fireworks display demand, Grucci performs on national stage in Boston
- 1979: James Grucci (4th generation) takes the family to Monte Carlo. Grucci wins World Fireworks Competition, media dubs Grucci as “America’s First Family of Fireworks”
- 1980: Grucci produces Olympic Fireworks Lake Placid, paving the way for Los Angeles (1984), Salt Lake City (2002), and Beijing (2008)
- 1981: Grucci produces Ronald Reagan Presidential Inaugural, beginning the producing of 8 consecutive Presidential Inaugurals including the most recent 2017 Presidential Inaugural of Donald Trump.
- 1986: Grucci produces the Bicentennial of the Statue of Liberty, at the time the world’s largest fireworks display.
- 2000: America’s Millennium Celebration on Washington Monument and Lincoln Memorial Reflecting Pool for President Bill Clinton
- 2008: Grand Opening of Palm Jumeirah and Atlantis in Dubai UAE, at the time world’s largest fireworks display
- 2013: Grucci family transitions ownership to the 5th generation; Felix (Phil) Grucci becomes CEO and owner of Fireworks by Grucci and Pyrotechnique by Grucci.
- 2013: Grucci sets Guinness World Record for the Largest Fireworks Display in Dubai, UAE
- 2015: Grucci sets Guinness World Record for the Largest Pyrotechnic Image with the use of its patented PixelBurst™ technology
- 2017: Grucci sets Guinness World Record for the Largest Aerial Firework Shell in Ras Al Khaimah, UAE.
- 2018: Grucci sets four Guinness World Records for the Largest Display in Multiple Cities and the Largest Pyrotechnic Image, in the Kingdom of Saudi Arabia, and the Longest Straight Line and Longest Chain displays in Ras Al Khaimah, UAE
- 2019: Grucci sets two Guinness World records for the Most Unmanned Aerial Vehicles (UAV) Launching Fireworks Simultaneously (173 Drones) , and the Longest Firework Waterfall (3,788.86 Meters) in Ras Al Khaimah, U.A.E



Fireworks by Grucci

3) Experience: Credits & Acclamations

- 
- 2020** “Salute to America” Presented by President Trump, July 4, 2020
MrBeast YouTube “I Bought the Worlds Largest Firework” July 3, 2020
Ras Al Khaimah Al Marjan Island’s New Year’s Eve 2019-20 ****2 Guinness World Records****
America’s Party: Las Vegas New Year’s , Las Vegas, Nevada 2002 – 2020
- 
- 2019** “Salute to America” Presented by President Trump, July 4, 2019
Ras Al Khaimah Al Marjan Island’s New Year’s Eve 2018-19 ****2 Guinness World Records****
- 
- 2018** Saudi Arabia National Day ****2 Guinness World Records****
Ras Al Khaimah Al Marjan Island’s New Year’s Eve 2017-18 ****Guinness World Record****
- 2017** Presidential Inauguration of Donald Trump - Welcome Celebration – Washington, DC
Al Marjan Island New Year’s Eve 2016-17
Burj Khalifa and Downtown Dubai New Year’s Eve 2016-17
- 2016** T-Mobile Arena Grand Opening – Las Vegas, NV
OUE Skyspace Grand Opening – Los Angeles, CA
10th Anniversary of Red Rock Casinos – Las Vegas, NV
- 
- 2015** Boston Pops Firework Spectacular - July 4, 2015
New York City, NY “Harmonious and Beautiful China” Chinese New Year – February 2015
Dubai World Cup Meydan City, UAE – 25th Anniversary – March 2015 ****Guinness World Record****
- 2014** Baltimore, Maryland USA – Star Spangled Spectacular – September 13, 2014
200th Anniversary of the National Anthem ****Guinness World Record****
New Years Eve - Emaar Burj Khalifa - Dubai, U.A.E. – NYE 2013-2014
- 
- 2013** Dubai: Palm/World New Year’s Eve 2013-14 ****Guinness World Record****
Qatar National Day 2013
- 2012** Katara EID Festival, Qatar
Sir Sidney Poitier Bridge Dedication, Bahamas
- 
- 2011** SEA Games Opening & Closing Ceremonies, Palembang, Indonesia
100th Anniversary of the Republic of China’s New Years, Taipei, Taiwan
Mathaf Arab Museum Of Modern Art, Cai Guo-Qiang Exhibit , Doha, Qatar
- 2010** Wynn Macau Encore Casino Hotel Grand Opening, Macau, China
Grand Opening of the Meydan Race Course Dubai World Cup, U.A.E.
Foxwoods Casino Thames Riverfest, New London, CT (annually since 1981)
Hagley Museum and Library 2005 to 2010, Wilmington, DE
- 
- 2009** Guinness 250th Independence Day, Dublin, Ireland
Grand Opening of the Mazagan Casino & Resort, Morocco
PRC60 – People’s Republic of China 60th Anniversary 2009, Tiananmen Square, Beijing, China 17

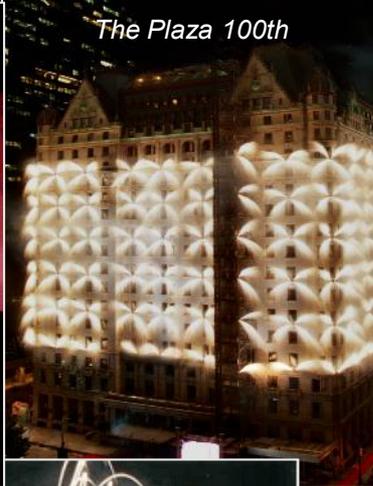
Fireworks by Grucci

3) Experience: Credits & Acclamations

	2008	Atlantis and the Palm Jumeirah Grand Opening, Dubai, UAE <i>*World Record*</i> Summer Olympic Games, Beijing, China Design and Engineer all Pyrotechnics Macy's 150 th , New York, NY
	2007	The Cove Atlantis Grand Opening, Paradise Island, Bahamas Stardust Casino Implosion, Las Vegas, NV
	2006	Orange County Performing Arts Center Hall Opening, Costa Mesa, CA Wynn Macau Casino Resort Grand Opening, Macau, China Nagaoka International Fireworks Festival, Nagaoka, Japan
	2005	Presidential Inauguration of George W. Bush, Washington, DC International Fireworks Festival, Seoul, Korea
	2004	Palace of Versailles - Cultural Year of China in Paris, France Athens Olympic Committee Welcoming Ceremony, Athens, Greece ESPN's 25 th Anniversary, Bristol CT
	2003	Cai Guo-Qiang "Light Cycle" Central Park's 150 th Anniversary, New York, NY Harley-Davidson's 100 th Anniversary Celebration, Milwaukee, WI
	2002	Winter Olympic Games, Salt Lake City, Utah Macy's 4th of July, New York, NY
	2001	Macy's 4th of July, New York, NY Asia Pacific Economic Cooperation Summit (APEC), Shanghai, China Presidential Inauguration of George W. Bush, Washington, DC
	2000	America's Millennium Celebration, Washington, D.C. Dublin's Millennium Celebration, Dublin, Ireland Atlantis Hotel & Casino's, Millennium Celebration, Paradise Island, Bahamas
	1999	Macy's 4th of July, New York, NY Macy's Thanksgiving Parade, New York, NY
	1997	Presidential Inauguration of William J. Clinton, Washington, D.C.
	1996	Smithsonian Museum 150th Anniversary, Washington, D.C.
	1995	Macy's 4th of July, New York, NY
	1993	Presidential Inauguration of William J. Clinton, Washington, D.C.
	1991	Operation Welcome Home for Desert Storm Troops in New York City, NY
	1989	Presidential Inauguration of George Hubert Walker Bush, Washington, D.C.
	1986	Statue of Liberty Centennial, New York Harbor, NY
	1981 & 1985	First & Second Presidential Inauguration of Ronald Reagan
	1979	World Largest Fireworks Aerial Shell **Guinness World Record**



Lincoln Center



The Plaza 100th



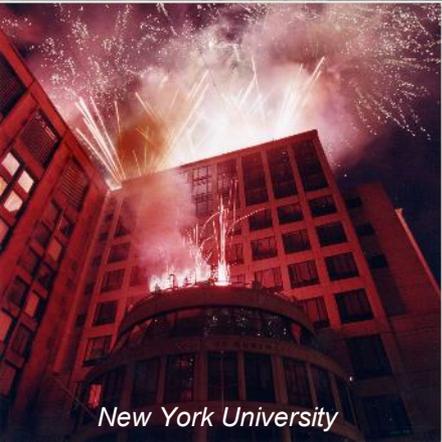
Ellis Island



NYE Times Square



Brooklyn Bridge



New York University



Transient Rainbow – on the East River



MLB All Star Gala – Barge off the Intrepid

MLB ALL STAR GALA JULY 14, 2013



Eleven Time Guinness World Record Holder



RECORD HOLDER
11. Most Unmanned Aerial Vehicle (UAV)
Launching Fireworks Simultaneously (173 Drones)
December 31, 2019
Al Marjan Island, Ras Al Khaimah, U.A.E.



RECORD HOLDER
10. Worlds Longest Firework Waterfall (3,788.86 Meters)
December 31, 2019
Al Marjan Island, Ras Al Khaimah, U.A.E.

RECORD HOLDER
9. World's Longest Chain of Fireworks
December 31, 2018
Al Marjan Island, Ras Al Khaimah, UAE

RECORD HOLDER
8. World's Longest Straight Line of Fireworks
December 31, 2018
Al Marjan Island, Ras Al Khaimah, UAE

RECORD HOLDER
7. World's Largest Fireworks Image
September 23, 2018
Riydiah, Saudi Arabia

RECORD HOLDER
6. World's Largest Fireworks Choreographed in Multiple Cities
September 23, 2018
Saudi Arabia

RECORD HOLDER
5. World's Largest Firework Aerial Shell
December 31, 2017
Al Marjan Island, Ras Al Khaimah, UAE

RECORD HOLDER
4. World's Largest Pyrotechnic Image
March 28, 2015
Dubai World Cup, Meydan Racecourse, UAE

RECORD HOLDER
3. World's Largest Pyrotechnic Image
September 13, 2014
Star Spangled Spectacular, Baltimore, MD

RECORD HOLDER
2. World's Largest Fireworks Display
December 31, 2013
Burj Khalifa & Downtown Dubai, UAE

RECORD HOLDER
1. World's Largest Firework Aerial Shell
1979
"Fat Man", Titusville, FL



Pictured here: World's Largest Firework Aerial Shell 60" 20

Fireworks by Grucci

3) Experience: Noteworthy Performances

Happy Chinese New Year – The Central Academy of Fine Arts – Annually Since 2015

"Year of Rooster, Light of Gold" – January 26, 2017

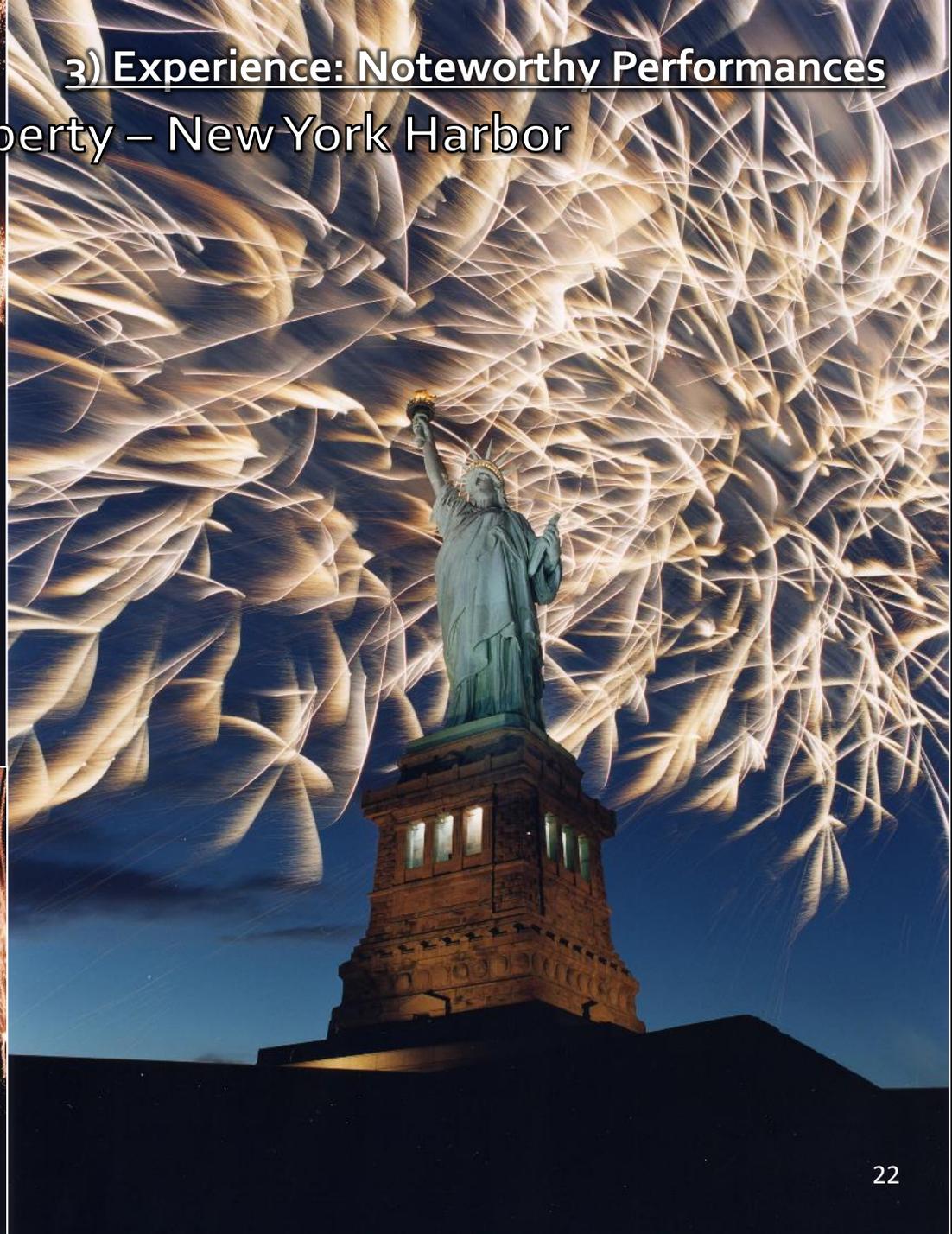


Fireworks by Grucci

Statue of Liberty – New York Harbor



3) Experience: Noteworthy Performances



Fireworks by Grucci

3) Experience: Noteworthy Performances

Republican National Convention – Washington D.C. – August 27, 2020



Amway Celebration – Ellis Island, NY 2014



The 2014 Amway Celebration featured a 5 barge show design in New York Harbor, a larger than life-size AMWAY set piece giving credit to a world class company. The massive visual effects made for a truly memorable celebration!



Fireworks by Grucci

3) Experience: Noteworthy Performances

Oswego Harbor Festivals – Oswego, NY – Annually in July since 1988



Fireworks by Grucci

3) Experience: Noteworthy Performances

Boston Pops Fireworks Spectacular – Annually on July 4th Since 2015



The design of our display includes a great emphasis on the vast horizontal and vertical space above the barges in the Charles River and along the entire length of the Harvard Bridge. We have balanced the show to fill the frame with unique effects exclusive only to a Grucci performance.



Fireworks by Grucci

3) Experience: Noteworthy Performances

Eight United States Presidential Inaugurals – Washington D.C.



- 2017 – President Donald Trump & VP Michael Pence
- 2005 – President George W. Bush & VP Richard “Dick” Cheney
- 2001 – President George W. Bush & VP Richard “Dick” Cheney
 - 1997 – President William Clinton & VP Al Gore
 - 1993 – President William Clinton & VP Al Gore
- 1989 – President George H.W. Bush & VP Dan Quayle
- 1985 – President Ronald Reagan & VP George H.W. Bush
- 1981 – President Ronald Reagan & VP George H.W. Bush

Each of the eight US Presidential Inaugurals were unique in their own way. For President Clinton, there were 11 firing locations across 17 miles spread throughout the District of Columbia. For President George W. Bush, a custom ‘W’ scene was created in fireworks. Most recently for President Donald Trump, an American Flag and ‘USA’ was created in fireworks in the sky using Grucci exclusive PixelBurst™ technology.



Fireworks by Grucci

3) Experience: Noteworthy Performances

*Welcome Celebration – January 19, 2017
Inauguration of President Donald J. Trump*



Fireworks by Grucci

3) Experience: Noteworthy Performances

*Star Spangled Spectacular, Baltimore MD – September 13, 2014
Celebrating the 200th Anniversary of the National Anthem*

The American Flag in Grucci PixelBurst™ Technology



Proud to be officially commissioned for the celebration of



Celebrating the 200th Anniversary of the U.S. National Anthem

Fireworks by Grucci

3) Experience: Noteworthy Performances

*Star Spangled Spectacular, Baltimore MD – September 13, 2014
Celebrating the 200th Anniversary of the National Anthem*

***A patriotic scene
like no other!***

The main act will conclude with a display of the most powerfully patriotic scene featuring an incredible "USA"!



Fireworks by Grucci

3) Experience: Noteworthy Performances

World Record for the Largest Aerial Shell – Al Marjan Island UAE – Dec 31, 2017



Fireworks by Grucci

3) Experience: Noteworthy Performances

World Record for the Largest Aerial Shell – Al Marjan Island UAE – Dec 31, 2017



It takes a great team to make great things happen!



Delansen, NY

Al Marjan Island, UAE



Bellport, NY

Radford, VA



Fireworks by Grucci

3) Experience: Noteworthy Performances

World Record for the Longest Firework Waterfall (3788.86 meters)

Al Marjan Island, U.A.E. – December 31, 2019



*Central Astoria LDC Independence Celebration – Annually since 2007
Astoria Park, NYC*



Borough of Bronx, Annual "New York Salutes America" Orchard Beach NY



Fireworks by Grucci

4) References

Westport Police Athletic League – Westport, CT - Annually since 2003



Bayside Historical Society – Annually since 2015 - Bayside, NY



Examples of a single barge location, which will accentuate your performance in Glen Cove!



Fireworks by Grucci

4) References

The following **CONFIDENTIAL** list is the requested references for past programs produced by the Grucci Family. As necessary feel free to contact us for additional contact references.

The data enclosed in the list below are **confidential** and are to be accorded confidential treatment and shall not be disclosed. This information shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this proposal. Fireworks by Grucci, Inc., requests that all information be safeguarded from release pursuant to any request under the **Freedom of Information Law** of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of Fireworks by Grucci, Inc. In the event that you would like to accept all or part of it, Fireworks by Grucci will provide the relevant purchase price and terms to transfer and assign the ownership rights. Prior to that time, any disclosure, use or reproduction of the enclosed materials is strictly prohibited, according to law.

Bayside Historical Society

June 26, 2019

Bayside, NY

Laura James, Executive Director

Phone: (718) 352-1548

Email: Laura.James@baysidehistorical.org

Contract Value: \$38,500

Westport Police Athletic League

July 3, 2019

Westport, CT

Bill Chappa, Fireworks Coordinator

Phone: (203) 571-8533

Email: bchappa@gualtenenergy.com

Contract Value: \$44,250

Village of Asharoken

July 4, 2019

Asharoken, NY

Mayor Greg Letica

Phone: (631)-897-3186

Email: gletica@asharokenny.org

Contract Value: \$20,000

Bronx Tourism Council

June 27, 2019

Bronx, NY

Olga Tirado, Executive Director

Phone: (718) 590-3527

Email: otirado@boedc.org

Contract Value: \$40,000

Central Astoria LDC

June 27, 2019

New York, NY

Marie Torniali, Executive Director

Phone: (718) 728-7820

Email: centralastoria@aol.com

Contract Value: \$45,000





Fireworks by Grucci, Inc.
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Bellport, New York 11713
United States of America
Tel: 1-631-286-0088
Fax: 1-631-286-9036
www.grucci.com

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TOP REASONS TO CHOOSE FIREWORKS BY



- **165+ Years of Experience:** Headquartered nearby on Long Island, at less than 50 miles from Glen Cove! We are a fully licensed and permitted manufacturing, storage and distribution facility. We are the makers, the carriers and the event performance coordinators regarding all of your pyrotechnic needs. We have the control to manage the entire process effectively.
- **Local Experience:** For the past six years Grucci has produced the City of Glen Cove's 4th of July Fireworks with great success! We are proud of the accomplishment and look forward to working with the City well into the future. Fireworks by Grucci also annually produces performances for the municipalities in Asharoken, Bayside, Oyster Bay, Astoria and the Bronx.
- **Grucci World Record Breaking Success:** With ELEVEN Guinness World Records, we place our family name and reputation on the success of our performances world-wide. We guarantee and place this same emphasis on quality and delivery to your performance for the City of Glen Cove Independence Day Celebration!
- **Important Industry Affiliations:** We take fireworks standards very seriously! Our most important team member Mr. Phil (Felix) Grucci, President/CEO has been on the board of National Fire Protection Association (NFPA) for over 25 years. He also sits on the board of the American Pyrotechnics Association (APA) and is a founding member of the American Fireworks Standards Laboratory (AFSL). Fireworks by Grucci is highly involved with these national fireworks standards organizations that are instrumental in creating the rules that safely regulate the fireworks industry.
- **Personal Service:** The Fireworks by Grucci team is nearby on Long Island to provide personal service to you and your project team from program planning and design concept to post show review for a seamless overall production.
- **Innovators:** Fireworks by Grucci uses the latest in computer firing and quality production and controls measures. We have the finest team of highly trained pyrotechnicians in the world. Our advanced firing protocols and production are second to none in the industry.
- **Show Design:** With the proper installation, angling and placement, of the chosen pyrotechnic scenes, we propose to dramatically highlight the theme of your event. Fireworks by Grucci will work with your event logistics team and your marketing plan to design the fireworks to strategically enhance the overall event.
- **Relationships:** Fireworks by Grucci will utilize our world-wide success and expertise combined with our extensive local knowledge in order to streamline the logistical planning and permitting for the City of Glen Cove Independence Day Celebration. Fireworks by Grucci is an extremely trusted and honored name in the fireworks performance industry.
- **Readiness:** When it comes to show production and meeting deadlines, we are prepared. Fireworks by Grucci is the most creative and innovative in the industry. Our concepts are ready for implementation!
 - Please contact our Director of Business Development, Scott Cooper at Scooper@Grucci.com regarding this RFP.



As with all visual art forms,
experience and qualifications are
defined by the
Capability to Deliver!

With the world of electronics as advanced as it is today, many are tempted to oversell and exaggerate a presentation for the benefit of “wowing” the reviewers. You will find in the following pages, a portfolio of photos that are real, not enhanced/desktop published, or mocked up. These images of prior performances of Fireworks by Grucci tell a story no words can explain.

We invite you to review our artistic concepts, be excited by the visual result of our creative designs, and be confident when we say we can do something, it is not “blowing smoke”, it is reality!



City of Glen Cove – 2021 Independence Day Celebration – July 4, 2021

Fireworks by Grucci proposes to design, produce and display an incredible fireworks concept for Glen Cove's Independence Day Celebration on Sunday July 4, 2021!

Our intention is to create for you a performance of beauty and excitement that will be remembered long after the event. We will bring to your program over 165 years of experience and attention to details, as well as our reputation to perform as promised. Anything less would not be keeping with the ideas and beliefs that we have based our organization upon.

Fireworks by Grucci will design the fireworks in color, special effect and multi-level scenes to entertain all segments of the audience. To maximize the sky theatre, we will create a 300' fire wall with all the Grand Illumination scenes. Then with creative angling of the mid and high aerial shells, we will create a spectacular colorful umbrella over the entire Morgan Park viewing area.



City of Glen Cove – 2021 Independence Day Celebration – July 4, 2021



The concept for your program is to display the finest variety of international fireworks and special effect pyrotechnics in a style and manner that has made the Grucci name synonymous with first class firework performances.

Three distinctive and exciting scenes are featured:

- *The Opening*
- *The Feature Presentation*
- *The Grucci Style Grand Finale*

Each segment will contain its very own unique features adhering to your program's theme as outlined in the pages to follow.

As such, you can be assured that after our careful planning, design and choreography of the fireworks, that at show time, your fireworks program will be the finest available in the world!

City of Glen Cove – 2021 Independence Day Celebration – July 4, 2021



Fireworks ~ Grucci Style!

The Opening - The opening is like the beginning of a high drama movie; fast, intensive, and heart-pounding. It gets your attention quickly and foretells the grandeur to follow. It begins with a flurry of color and thunder, filling the lower level view. Simultaneously a second level of specialty shells will be launched to create special effects rising above the barrage of color and thunder. On top of it all, large bursting chrysanthemums will cover the entire viewing area, creating a kaleidoscope of color and noise.

The Feature Presentation - The body of the program will exhibit the finest assortment of domestic and international fireworks. **Red, white and blue Alpha-Grucci** fireworks in “**U-S-A**” patterns and special effects will paint the sky to reflect the patriotic theme, while designer shells will create the excitement, intensity and beauty that is the *Grucci style*. The main act concludes with a display of powerful scenes featuring our trademark shell – the Grucci Gold Split Comet. Numerous effects are fired simultaneously, splitting and blazing as an arch across the night sky, leaving behind a sparkling trail that creates a Golden Milky Way effect.

The Grucci Style Grand Finale - From start to finish, the Grucci Fireworks Grand Finale provides a continuous lift and bombardment of light and sound, which is always rhythmically robust. Launched into the sky are red, white and blue star shells to begin the color saturation; then peonies and chrysanthemums shells burst open one level higher; thousands of flashing sateen report shells are then shot up to set the stage for the climax. The heavy barrage of sound begins with our main trumpeters; the Grucci Titanium salutes that quicken the tempo and rattle the sky at a stunning pace. All this is night capped with a starry umbrella of Golden Kamaru shells.



Fireworks by Grucci

6) Scope of Services: Design Concept

City of Glen Cove – 2021 Independence Day Celebration – July 4, 2021



**Patriotic Red, White & Blue
to Celebrate Independence Day!**



City of Glen Cove Production Itinerary



Date and Time	Activity	Department
July 4, 2021		
0700 hrs	Grucci crew arrives at Gladsky Marine and begins setting up equipment & product	Grucci
0930 hrs	10' Steel Container delivered to barge at 350 Shore Road Glenwood Landing 11547	Cassone
TBD	Marker buoys are put into place per site plan	Marine Patrol
0700 hrs	Grucci crew begins loading product at Gladsky Marine	Grucci
1100 hrs	Depending on weather, barge departs to display site	Gladsky
1600 hrs	Barge arrives on location at display site and full safety zone is established	Gladsky
1600 hrs	Chief Pyrotechnician to call Glen Cove FPD Officer to advise barge is on location	Grucci
1700 hrs	Grucci crew boards barge and tests all systems.	Grucci
1700 hrs	Fire Department Fireworks Inspection on barge	Fire Dept.
1720 hrs	High Tide	Gladsky
1930 hrs	Tug departs from barge and relocates just outside safety zone	Breakwater Marine
2015 hrs	All safety zones are reconfirmed as clear. Security department reports to the Fireworks	Grucci / Marine
2100 hrs	SHOWTIME!!! 12-15 or 15-20 minute display (TBD the City of Glen Cove)	
2120 hrs	Program complete. Safety zone held until released by Fireworks Command Center.	Grucci
2150 hrs	Crew to collect any unexpended product and package and return any if found, not to be shot	Grucci
2200 hrs	Barge departs for Gladsky Marine from display site	Gladsky
2250 hrs	Crew to be picked up off barge and brought to shore	Marine Patrol
July 5, 2021		
2300 hrs	Overnight security begins	Security
0700 hrs	Grucci crew returns to Gladsky Marine to strike barge.	Grucci
0700 hrs	Overnight security released	Security
TBD	Grucci crews assignments are complete. Crew departs.	Grucci



Proposed Firework Budgets

** All prices quoted in US Dollars (US\$)*

Below we propose to the City of Glen Cove an offer two options to produce a Traditional fireworks program ~ Grucci Style featuring our world-famous choreography and internationally renowned expertise as follows:

<div style="display: flex; justify-content: space-between; align-items: center;">  <div style="text-align: center;"> <p>City of Glen Cove 2021 Independence Day Celebration <i>Fireworks by Grucci</i> Sunday July 4, 2021</p> </div>  </div>					
<u>Option</u>	<u>Date</u>	<u>Class of Fireworks</u>	<u>Style</u>	<u>Duration</u>	<u>Total*</u>
1)	7/4/21	State	Traditional Grucci High Aerials & Grand Illuminations	12 – 15 mins	\$36,000
2)	7/4/21	State	Traditional Grucci High Aerials & Grand Illuminations	15 – 20 mins	\$38,500

** See following pages for additional Grucci and Client responsibilities;*

Suggested Payment Terms:

- 50% deposit no later than May 28, 2021;
- 50% final balance due no later than July 1st, 2021;



Items included in Fireworks Programs, responsibility of Grucci:

1. Our State-of-the-Art style of displaying the fireworks that has won accolades from the “who’s who” in America’s elite events including eight Presidential Inaugurations.
2. Marine services including tug service, barge(s), dockage for load-in/out, marine mobilization/demobilization;
3. International variety of special effects, high aerial shells, and Grand Illuminations manufactured and purchased from the best effect makers in the world will be displayed.
4. Electronic firing of all positions using our exclusive and unique Fire Command Center (FCC). This firing system designed to function in any extreme outdoor weather – wet, cold or hot, is built using industry leading specification and parts. This is the most reliable firing system in use in the fireworks industry.
5. Licensed and experience professional staff will set-up and display your program. This staff consists of a New York State licensed Chief Pyrotechnician and skilled professional Pyrotechnicians.
6. Company and Pyrotechnician licenses to transport, possess, and discharge explosives.
7. DOT CDL licensed, transportation of fireworks, pyrotechnics and equipment to the venue and firing sites.
8. Staff transportation to display location and local transportation for Pyrotechnician Crew.
9. Apply for and secure the required federal, state or local licenses and permits. Including Nassau County PD Arson & Bomb Squad application and fee;
10. General Liability coverage of \$10,000,000 per occurrence: comprised of \$1,000,000 commercial general liability and \$1,000,000 dollars combined single limits for vehicle liability insurance; with an excess liability policy of \$9,000,000 covering all above. Workers Compensation coverage.



Items Not Included in Grucci Fireworks Program, responsibility of Client:

Fireworks by Grucci requests the *City of Glen Cove* provide production items over and above the show budget options listed on the previous pages:

1. Local Glen Cove municipal costs for Government Permits and Regulations (fire, police, marine, etc.), including firework permit and inspection fees, all as applicable; (Grucci to provide Nassau County PD Arson & Bomb Squad application and permit fee.)
2. All requirements of the local Glen Cove Fire Officials, Fire Department, Marine Bureau regarding site fire safety, public safety, and fire watch;
3. Site preparation, access, use and detailed clean-up, as applicable;
4. Event site security upon arrival until departure at discharge site and fallout areas inclusive of Marine Bureau and crowd control barriers, as applicable;
5. Reschedule Date – a reschedule date is offered if requested for a fee of 15% of total budget plus all out-of-pocket expenses will be incurred per day;

Detailed production items will be confirmed upon final show design and budget selection.





City of Glen Cove
 2021 Independence Day Celebration
 Fireworks by Grucci
 Sunday July 4, 2021



Option:		Option 1	Option 2
Budget:		\$36,000	\$38,500
Duration:		12 – 15 Minutes	15 – 20 Minutes
Size*	Description	#of Effects	#of Effects
30mm	Bombettes and Bombardos - Colors of the Fireworks Rainbow; comets, whistles and reports	1,231	1,573
2½ - 3"	Accent Color Shells – Used to fill the lower level of the sky theatre scenes with special effects.	356	356
2½ - 3"	Titanium & Flash Salutes – These provide the noise and heavy bombardment of the Grand Finale.	225	225
4"	Special Effects and Multi-break shells - These shell sizes are manufactured in the greatest quantities and variety in the entire world. Every shell maker has a different name for similar type effects.	108	153
5"	Twice and tri-color change shells - Effects in this size range allow for many of the designed effects which includes almost an infinite number of twice and triple color change, multi-break and pattern shells.	108	140
6"	Pattern and designer shells - These shells are generally the main featured size of the average fireworks program. Due to its sky spread, we use this size for our world-renowned Gold Split-Comet shell scenes.	90	117
Total fireworks to be displayed:		2,118	2,564

*The distance to any liability as required by the US Coast Guard, NFPA 1123 & 1126 Codes for Fireworks Displays, State of New York, County of Nassau and local Town, City and/or Village regulations must be secured and maintained in order to assure regulatory compliance and insurance coverage.

If awarded this RFP for the City of Glen Cove, Fireworks by Grucci acknowledges responsibility for the following letters and permits, as well as any associated fees:

- Letter to City Clerk
- Fireworks event permit application
- Letter to Nassau County Bomb Squad
- All insurance certificates pertaining to the fireworks performance
- Site Plan
- FAA Notification Letter and Permit
- US Coast Guard Application and Permit
- Marine Services (tugboat, barge and dockage)
- Permit Fees for Nassau County; local City of Glen Cove permit fees will be responsibility of the Client.

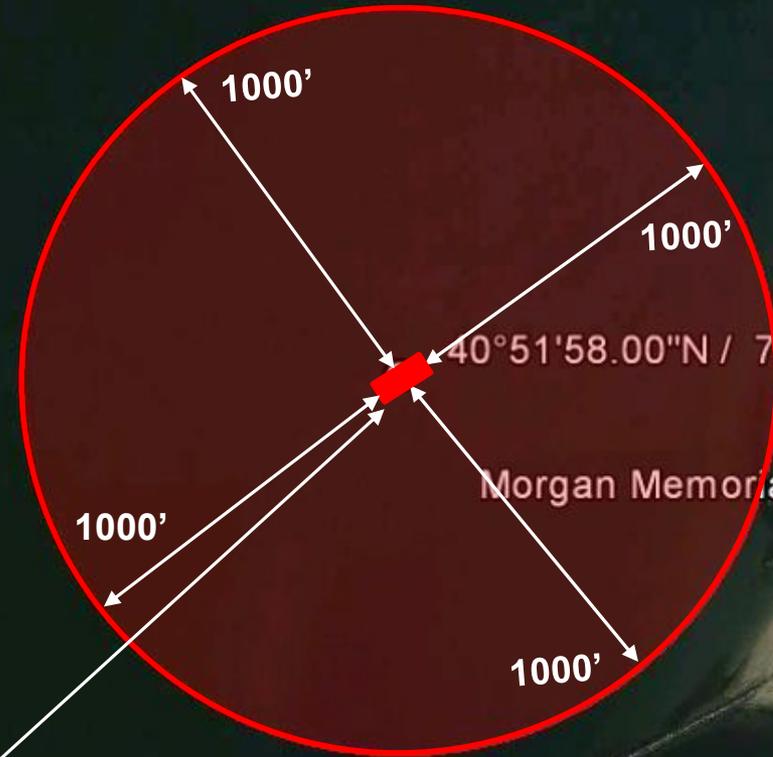




CITY OF
GLEN COVE

City of Glen Cove – Glen Cove, NY July 4, 2021 – Fireworks by Grucci Proposed Site Plan

FIREWORKS BY



Barge Display Site
 Max Shell Size 6"
 1,000' Fallout Area
 * Exceeds Coast Guard
 Required 100' / 1"
 ** Exceeds NFPA 1123
 Recommended 70' / 1"
 Coordinates:
 40° 51.967'N,
 73° 39.567'W



Audience



Section 9 – Additional Paperwork





BRITTON GALLAGHER

5/5/2021

Fireworks By Grucci Inc.
20 Pinehurst Drive
Bellport, NY 11713

RE: Policy # SISML00093-211
Effective: 2/17/21- 2/17/22

To Whom It May Concern:

The above referenced policy has a A.M. Best Rating A+ XV.

Should you have any further questions, please contact our office

Sincerely,

Randi J. Duritsky
Account Manager
Britton-Gallagher & Associates, Inc.

ONE CLEVELAND CENTER, 30TH FLOOR • 1375 EAST 9TH STREET • CLEVELAND, OHIO 44114 USA
(216) 658-7100 • BRITTONGALLAGHER.COM



General Liability coverage of \$10,000,000 per occurrence: comprised of \$1,000,000 commercial general liability and \$1,000,000 dollars combined single limits for vehicle liability insurance with an excess liability policy of \$9,000,000 covering all above.



ACORD		CERTIFICATE OF LIABILITY INSURANCE			DATE (MM/DD/YYYY) 5/4/2021		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Britton Gallagher One Cleveland Center, Floor 3D 1375 East 9th Street Cleveland OH 44114				CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 EMAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Everest National Insurance Company NAIC # 10120 INSURER B : Continental Indemnity Company INSURER C : Axis Surplus Ins Company 29620 INSURER D : INSURER E : INSURER F :			
INSURED Fireworks By Grucci Inc. and/or Pyrotechnique By Grucci, Inc. and/or Phily Effects, Inc. 20 Pinehurst Drive Bellport NY 11713							
COVERAGES		CERTIFICATE NUMBER: 176984907		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN. AGGREGATE LIMIT APPLIES PER POLICY X PER EVENT LOC		S0ML0093 21*	2/17/2021	2/17/2022	EACH OCCURRENCE (EXCEPT TO PRINTED PROVISIONS (See usual terms)) \$1,000,000 MED EXP (Any one person) \$ PERSONAL & AUTO INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMMODITY AGG \$2,000,000 \$	
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X H-RENT AUTOS X NON-OWNED AUTOS		S0CA0314 21*	2/17/2021	2/17/2022	BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
C	UMBRELLA LIAB X EXCESS LIAB CLAIMS-MADE USD \$ No. of POLY \$	X	OCCUR	P 001 000002175 03	2/17/2021	2/17/2022	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY POLICY OR POLICY EXCLUDED IN THE CERTIFICATE FOR THIS POLICY (Mandatory in NH) If you provide further description of the policy listed below	Y/N		92-071438-21-05 (MASTC)	5/27/2020	6/27/2021	X WORKERS COMPENSATION LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - CAUSE EMPLOYED \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Additional insured extension of coverage is provided by above referenced General Liability policy where required by written agreement. Date: Rain Date: Location: Additional Insured(s):							
CERTIFICATE HOLDER				CANCELLATION			
Sample Sample Sample SA Sample				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE DATE BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 11/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frenkel & Company 350 Hudson Street 4th Floor New York, NY 10014 Phone No. (212) 488-0200 Fax No. (212) 488-0421	CONTACT NAME: Joseph Bandieramonte PHONE (ACT, No. Ext): 212 488 1852 FAX (ACT, No.): 212 488 8421 EMAIL ADDRESS: bandieramonte@frenkel.com
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INSURED	INSURERS AFFORDING COVERAGE
Fireworks By Grucci 20 Rinehurst Dr. Bellport, NY 11713	INSURER A: Liberty Mutual Insurance Company NRIC # 23842
	INSURER B: Liberty Mutual Insurance Company NR
	INSURER C:
	INSURER D:
	INSURER E:

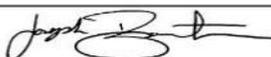
COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADUL	SUBR	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ DAMAGES TO RENTED EQUIPMENT (Per Occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMMOP AGG \$
	(GEN) AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON OWNED AUTOS <input type="checkbox"/> HYBR AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>	NYARPP00001	11/30/18	11/30/19	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A				<input checked="" type="checkbox"/> PER STATUTE LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER: A Hull & Machinery A Protection & Indemnity Inc. Excess Collision A Charterers Legal Liability B Vessel Pollution	X	X	110H40028240	11/30/18	11/30/19	Limits: Up to \$ 1,500,000 Insured Value Limits: \$ 1,000,000 Per Occurrence Limits: \$ 1,000,000 Per Occurrence Limits: \$ 1,000,000 Per Occurrence Limits:
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach A CORD 101, Additional Remarks Schedule, if more space is required) Policies include the following Provision Bankers Additional Insured, Waiver of Subrogation and Primary & Non-Contributory provisions as required by written contract and Loss Payees as their interest may appear. 30-day Notice of Cancellation						

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 



With you the sponsor, we plan to coordinate for **security** at the discharge site during the time live firework/pyrotechnic material is on site at each firing location. All Fireworks by Grucci personnel will be briefed before the event to detail the level of security access permitted.

All other approvals for an event require the cooperation, professionalism and prior experience of a world leader in firework entertainment. We have the necessary information, documentation and depth to support the permit filing and authorization process from the **FAA, DOT, BATF, state and local authorities**. They have seen us in action, and we are confident they will recognize our mandate to provide the answers on time, with completeness being a paramount objective.

Our executive management staff is fully committed to the success of this project. The result bears great importance in our desire to continue an unblemished name in firework productions.

We stand ready to perform!



Grand Opening of the Atlantis Dubai & The Palm Jumeirah Island – Dubai, UAE 2008



Thank you for your consideration and interest in Fireworks by Grucci!

Phil Grucci – President/Creative Director

Tel: +1 631.286.0088 x113, e-mail: philgrucci@grucci.com

Primary Point of Contact:

Scott Cooper – Director of Business Development

Tel: +1 631.286.0088 ext. 111

e-mail: scooper@grucci.com

Certification:

On behalf of Fireworks by Grucci Inc.,
I certify the proposal presented is accurate
and true and there have been no
misrepresentations made in its content:



Phil Grucci



Fireworks by Grucci, Inc.
20 Pinehurst Drive
Bellport, New York 11713 USA
Tel: +1 631.286.0088
www.grucci.com

Resolution 6-M





CITY OF GLEN COVE
 9 Glen Street, Glen Cove, NY 11542
 (516) 676-3345

EVENT PERMIT

All Event Permit applicants must follow all New York State and Nassau County guidelines including but not limited to social distancing, mask requirements, and mass gathering limitations. The City reserves the right to request a Covid-19 safety plan to confirm that the event is in compliance with all Covid-19 guidelines.

NAME OF APPLICANT LGBT Network
 ADDRESS OF APPLICANT 125 Kennedy Dr. Suite 100 Hauppauge NY 11789
 NAME OF EVENT TO BE HELD Pride Pet Parade
 DATE(S) OF EVENT Saturday 6/26/21
 TIME(S) OF EVENT 11:00 am - 1:00 pm
 LOCATION OF EVENT Garvies Pt. Esplanade - Beginning @ Mercadante Beach and ending @ GP Dog Park
 NAME & ADDRESS OF OWNER OF PREMISES City of Glen Cove

EVENT SPONSOR IS: FOR PROFIT (\$25.00) NON-PROFIT
 DATE: 5/18/21 SIGNED: David Miller/ra
 APPLICANT
 DATE: _____ SIGNED: _____
 OWNER OF PROPERTY

 PERMIT APPROVED ON: _____
 CITY CLERK

PERMIT NO. _____

 Following is a breakdown of the costs for traffic control for this event. Payment is due prior to receipt of the Event Permit.

_____ Traffic Patrol Officers @ _____ hours on duty x \$ _____ average salary
 Per hour = _____

Resolution 6-O



GENERAL RELEASE

KNOW THAT JOSEPH MORRIS, Claimant in the matter entitled *Morris v. City of Glen Cove*, in consideration of the payment of TWO HUNDRED SEVENTY ONE DOLLARS AND FIFTY SIX CENTS (\$271.56) from the CITY OF GLEN COVE, does hereby release and discharge the CITY OF GLEN COVE, and its agents, successors, and assigns, and all past and present CITY COUNCIL members, administrators, executors, officers, employees, representatives, agents, attorneys, insurers, successors, and assigns of the CITY OF GLEN COVE, from all claims, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which I, JOSEPH MORRIS, ever had, now have, or hereafter can, shall, or may have for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of the world to the date of this GENERAL RELEASE, including, but not limited to, all claims for attorney's fees, expenses, and costs.

CLAIMANT agrees and acknowledges that this GENERAL RELEASE constitutes a knowing and voluntary waiver of all rights or claims has or may have against the CITY OF GLEN COVE, and its agents, successors, and assigns, and all past and present CITY COUNCIL members, administrators, executors, officers, employees, representatives, agents, attorneys, insurers, successors, and assigns of the CITY OF GLEN COVE.

Claimant JOSEPH MORRIS states: I have read this GENERAL RELEASE in its entirety, I fully understand its terms, and I have been given time to consider its contents. I understand that the only promises made to me to sign this GENERAL RELEASE are those stated herein. I have been given the opportunity to consult legal

counsel of my choice before signing this GENERAL RELEASE. I sign this GENERAL RELEASE knowingly and voluntarily.

This GENERAL RELEASE is contingent on the approval from the City of Glen Cove's City Council. Additionally, this GENERAL RELEASE may not be changed orally.

THE UNDERSIGNED HAS READ THE FOREGOING GENERAL RELEASE AND FULLY UNDERSTANDS IT.

IN WITNESS WHEREOF, I have executed this General Release this _____ day of _____, 2021.

Joseph Morris

STATE OF NEW YORK)

COUNTY OF ss:
)

On _____, 2021, before me personally came Joseph Morris, to me known, and known to me to be the individual described in, and who executed, the foregoing GENERAL RELEASE, and duly acknowledged to me that she executed the same.

Resolution 6-P



GENERAL RELEASE

KNOW THAT TERESA LICAMELI, Claimant in the matter entitled *Licameli v. City of Glen Cove*, in consideration of the payment of ONE HUNDRED EIGHTY DOLLARS (\$180.00) from the CITY OF GLEN COVE, does hereby release and discharge the CITY OF GLEN COVE, and its agents, successors, and assigns, and all past and present CITY COUNCIL members, administrators, executors, officers, employees, representatives, agents, attorneys, insurers, successors, and assigns of the CITY OF GLEN COVE, from all claims, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which I, TERESA LICAMELI, ever had, now have, or hereafter can, shall, or may have for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of the world to the date of this GENERAL RELEASE, including, but not limited to, all claims for attorney's fees, expenses, and costs.

CLAIMANT agrees and acknowledges that this GENERAL RELEASE constitutes a knowing and voluntary waiver of all rights or claims has or may have against the CITY OF GLEN COVE, and its agents, successors, and assigns, and all past and present CITY COUNCIL members, administrators, executors, officers, employees, representatives, agents, attorneys, insurers, successors, and assigns of the CITY OF GLEN COVE.

Claimant TERESA LICAMELI states: I have read this GENERAL RELEASE in its entirety, I fully understand its terms, and I have been given time to consider its contents. I understand that the only promises made to me to sign this GENERAL RELEASE are those stated herein. I have been given the opportunity to consult legal

counsel of my choice before signing this GENERAL RELEASE. I sign this GENERAL RELEASE knowingly and voluntarily.

This GENERAL RELEASE is contingent on the approval from the City of Glen Cove's City Council. Additionally, this GENERAL RELEASE may not be changed orally.

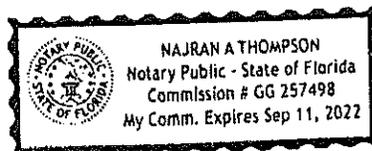
THE UNDERSIGNED HAS READ THE FOREGOING GENERAL RELEASE AND FULLY UNDERSTANDS IT.

IN WITNESS WHEREOF, I have executed this General Release this 18 day of May, 2021.

FLORIDA
STATE OF NEW YORK)
SS:
COUNTY OF Palm Beach)

Teresa Licameli
Teresa Licameli
Teresa Licameli

On May 18, 2021, before me personally came Teresa Licameli, to me known, and known to me to be the individual described in, and who executed, the foregoing GENERAL RELEASE, and duly acknowledged to me that she executed the same. R. Thompson



Resolution 6-Q





Lockwood, Kessler & Bartlett, Inc.
One Aerial Way · Syosset, NY 11791
516.938.0600 www.lkbinc.com

May 17, 2021
LKB No. 2018-0173

Ms. Ann Fangmann
City of Glen Cove - CDA
9 Glen St, Glen Cove, NY 11542

Re: Bid Price Analysis -
East Island Bridge Tide Gates and Dosoris Pond
City of Glen Cove

Dear Ms. Fangmann,

As per your request, we have performed a Bid Analysis of the subject project. Two bids were received for the subject project as follows:

Engineers Estimate (EE)	\$ 849,928.40	
RJ Industries	\$ 694,400.00	18% under the EE
Woodstock	\$ 1,438,200.00*	69% over the EE

* Corrected price shown to reflect Addendum No. 1 Quantities

GENERAL COMMENTS:

This was a rebid for the subject project. Three contractors bid on the original project plans in October 2020 with the results well over the engineers estimate.

Modifications were made to the plans in scope of work, quantities of materials and methods of repair within the original objective of repairing the existing tide gates and re-establishing the embankment areas in order to improve the water quality in the area.

As part of the rebid, notes were added to the contract plans and bid book noting the changes to the original plans. In addition, a field meeting was held to review the plans and means and methods for the work. The only contractor that attended the meeting was from RJ Industries.

The city should note that the bid of \$1.44M submitted by Woodstock exceeds the \$1.39M bid submitted by Woodstock in the original October 2020 bid.

We have broken down the estimate into the various main work categories as shown:

	ENGINEERS ESTIMATE	RJ INDUSTRIES	WOODSTOCK CONSTRUCTION GROUP
TIDE GATE and STRUCTURAL WORK (except for Tide Gate Repair Item 604.530000NA)	\$264,550 31% OF TOTAL BID	\$187,060 30% UNDER EE 27% OF TOTAL BID	\$178,825 32% UNDER EE 12% OF TOTAL BID
TIDE GATE REPAIR ITEM 604.530000NA	\$140,000 17% OF TOTAL BID	\$104,360 25% UNDER EE 15% OF TOTAL BID	\$ 750,000 435% OVER EE 52% OF TOTAL BID
POND RESTORATION	\$379,035 45% OF TOTAL BID	\$341,765.60 10% UNDER EE 49% OF TOTAL BID	\$466,875 23% OVER EE 32% OF TOTAL BID
MPT, SURVEY AND MOBILIZATION	\$66,343.40 8% OF TOTAL BID	\$61,214.40 8 % UNDER EE 9% OF TOTAL BID	\$42,500 30% UNDER EE 4% OF TOTAL BID
TOTAL BID	\$849,928.40	\$694,400	\$1,438,200

An analysis of specific categories of work items is provided below.

TIDE GATE and STRUCTURAL WORK:

The two contractors have similar bids to each other, with their individual items totaling 30-32% under the EE. This difference can be attributed to higher unit prices from the EE based on the high original bid results for these items.

TIDE GATE REPAIR ITEM (ITEM 604.530000NA):

The large difference in the overall total bid from Woodstock is that their Tide Gate Repair Item is 435% higher than the EE. A review of this Woodstock rebid relative to the original bid (October 2020) shows that they have increased their overall bid for the tide gate and structural repair areas from \$571,400 on the original bid to \$928,825 in this rebid, even though the work was drastically reduced in this area and the plans clearly showed the differences. In addition, Woodstock did not attend the field meeting for the second bid where means and methods and changes in scope were discussed relative to the revised plans.

POND RESTORATION:

Bids received were less than half of the total estimates submitted. The unit prices given for each item appear reasonable, therefore no further analysis is required.

MPT, SURVEY AND MOBILIZATION:

Bids received for these items are less than 10% of the total project cost. Each unit cost appears reasonable and therefore, no further analysis is required.

Based upon our analysis of the bid items, we conclude that the bid submitted by RJ Industries can be considered reasonable and therefore recommend approval of RJ Industries for the subject contract.

Please contact me should you have any questions or comments.

Very truly yours,
LOCKWOOD, KESSLER & BARTLETT, INC.



Wayne T. Culver, P.E.
Project Manager

Copy: L. Saulino, City of Glen Cove, DPW
M. Raichel, LKB

REHABILITATION OF EAST ISLAND BRIDGE TIDAL GATES AND DOSORIS POND
ENGINEERS ESTIMATE

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	COST	
				UNIT PRICE	TOTAL
BRIDGE TIDAL GATE AND STRUCTURAL REPAIRS					
209.1501	TURBIDITY CURTAIN - TEMPORARY	LF	900	\$ 50.00	\$ 45,000.00
556.0202	EPOXY COATED BAR REINFORCEMENT FOR STRUCTURES	LB	105	\$ 10.00	\$ 1,050.00
560.0401	STONE MASONRY	SF	40	\$ 300.00	\$ 12,000.00
560.10040110	REMOVAL OF STONE MASONRY	SF	40	\$ 200.00	\$ 8,000.00
560.40000008	REPAIR STONE MASONRY	SF	50	\$ 130.00	\$ 6,500.00
560.49000008	TUCK POINT AND PRESSURE GROUT JOINTS AND VOIDS IN STONE MASONRY	SF	2,200	\$ 60.00	\$ 132,000.00
582.07	REMOVAL OF STRUCTURAL CONCRETE - REPLACEMENT WITH VERTICAL AND OVERHEAD PATCHING MATERIAL	SF	30	\$ 100.00	\$ 3,000.00
586.0201	DRILLING AND GROUTING BOLTS OR REINFORCING BARS	EA	70	\$ 100.00	\$ 7,000.00
604.530000NA	REPAIR EXISTING TIDE GATES	LS	1	\$ 140,000.00	\$ 140,000.00
605.750000NA	TIDE GATE OPERATIONS	LS	1	\$ 50,000.00	\$ 50,000.00
TIDAL GATE REPAIR SUBTOTAL \$ 404,550.00					
DOSORIS POND RESTORATION - HYBRID AND GREEN INFRASTRUCTURE METHODS					
203.02	UNCLASSIFIED EXCAVATION	CY	750	\$ 100.00	\$ 75,000.00
207.21	GEOTEXTILE SEPARATION - GEO-FABRIC (MONOFILAMENT - WOVEN)	SF	1,100	\$ 2.00	\$ 2,200.00
209.190301	ROLLED EROSION CONTROL PRODUCT, CLASS II, TYPE C, INTERMEDIATE	SF	15,700	\$ 2.00	\$ 31,400.00
605.91400211	REPAIR CORRUGATED GUIDE RAIL QUANTITY RANGE 1 (50 TO 150 ft.)	LF	60	\$ 40.00	\$ 2,400.00
607.3002	OPTIONAL CHAIN LINK FENCE, TYPE 1 WITH TOP RAIL - 6 FEET HIGH	LF	40	\$ 125.00	\$ 5,000.00
610.0404NA	TOPSOIL - 4" DEPTH	CY	180	\$ 70.00	\$ 12,600.00
610.1601NA	TURF ESTABLISHMENT - ROADSIDE	SF	1,350	\$ 1.00	\$ 1,350.00
610.171002NA	WILDFLOWER ESTABLISHMENT - LOW-GROW SEED MIX FOR WET SITES	SF	460	\$ 1.00	\$ 460.00
611.0413	PLANTING - DECIDUOUS SHRUBS - AS SPECIFIED (BARE ROOT)	EA	926	\$ 15.00	\$ 13,890.00
611.0513	PLANTING - EVERGREEN SHRUBS - AS SPECIFIED (BARE ROOT)	EA	97	\$ 15.00	\$ 1,455.00
611.0712	PLANTING - HERBACEOUS PLANTS - AS SPECIFIED (BARE ROOT)	EA	19,336	\$ 5.00	\$ 96,680.00
611.21050009NA	TREE PROTECTION SYSTEM 5-0"	LF	460	\$ 15.00	\$ 6,900.00
614.060204	TREE REMOVAL OVER 6 INCHES TO 12 INCHES DIAMETER BREAST HEIGHT - STUMPS GRUBBED	EA	5	\$ 600.00	\$ 3,000.00
614.060304	TREE REMOVAL OVER 12 INCHES TO 18 INCHES DIAMETER BREAST HEIGHT - STUMPS GRUBBED	EA	2	\$ 1,200.00	\$ 2,400.00
616.16000024	FIBER LOGS	LF	1,145	\$ 40.00	\$ 45,800.00
616.20000024	SELECT CLEAN FILL - CLEAN FILL (EMBANKMENT IN PLACE)	CY	350	\$ 80.00	\$ 28,000.00
617.1000002ANA	REMOVAL OF INVASIVE PLANT SPECIES	SF	1,600	\$ 5.00	\$ 8,000.00
620.04	STONE FILLING (MEDIUM)	CY	10	\$ 300.00	\$ 3,000.00
620.05	STONE FILLING (HEAVY)	CY	10	\$ 300.00	\$ 3,000.00
620.06NA	DRY RIP-RAP	CY	85	\$ 400.00	\$ 34,000.00
620.0652001	RESET EXISTING STONE FILLING	SY	50	\$ 50.00	\$ 2,500.00
POND RESTORATION SUBTOTAL \$ 379,035.00					
PROJECT OVERALL COSTS					
619.01	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	\$ 25,000.00	\$ 25,000.00
619.04	MOBILIZATION	LS	1	\$ 31,343.40	\$ 31,343.40
625.01	SURVEY OPERATIONS	LS	1	\$ 10,000.00	\$ 10,000.00
PROJECT OVERALL COSTS \$ 66,343.40					

PROJECT TOTAL \$ 849,928.40

Bid Review - 4-29-21

RJ		Woodstock	
cost	total	cost	total
\$ 42.00	\$ 37,800.00	\$ 50.00	\$ 45,000.00
\$ 6.00	\$ 630.00	\$ 15.00	\$ 1,575.00
\$ 140.00	\$ 5,600.00	\$ 150.00	\$ 6,000.00
\$ 122.00	\$ 4,880.00	\$ 100.00	\$ 4,000.00
\$ 182.00	\$ 9,100.00	\$ 150.00	\$ 7,500.00
\$ 43.00	\$ 94,600.00	\$ 25.00	\$ 55,000.00
\$ 350.00	\$ 9,900.00	\$ 150.00	\$ 4,500.00
\$ 95.00	\$ 6,650.00	\$ 75.00	\$ 5,250.00
\$ 104,360.00	\$ 104,360.00	\$ 750,000.00	\$ 750,000.00
\$ 17,900.00	\$ 17,900.00	\$ 50,000.00	\$ 50,000.00
\$	\$ 291,420.00	\$	\$ 928,825.00
\$ 48.00	\$ 36,000.00	\$ 100.00	\$ 75,000.00
\$ 1.80	\$ 1,980.00	\$ 5.00	\$ 5,500.00
\$ 3.50	\$ 54,950.00	\$ 5.00	\$ 76,500.00
\$ 121.00	\$ 7,260.00	\$ 150.00	\$ 9,000.00
\$ 180.00	\$ 7,200.00	\$ 75.00	\$ 3,000.00
\$ 80.00	\$ 14,400.00	\$ 100.00	\$ 18,000.00
\$ 2.30	\$ 3,105.00	\$ 5.00	\$ 6,750.00
\$ 7.00	\$ 3,220.00	\$ 6.00	\$ 2,760.00
\$ 5.00	\$ 4,630.00	\$ 10.00	\$ 9,260.00
\$ 5.00	\$ 485.00	\$ 25.00	\$ 2,425.00
\$ 3.35	\$ 64,775.60	\$ 5.00	\$ 96,680.00
\$ 51.00	\$ 23,460.00	\$ 50.00	\$ 23,000.00
\$ 1,000.00	\$ 5,000.00	\$ 500.00	\$ 2,500.00
\$ 2,100.00	\$ 4,200.00	\$ 750.00	\$ 1,500.00
\$ 15.00	\$ 17,175.00	\$ 50.00	\$ 57,250.00
\$ 90.00	\$ 31,500.00	\$ 100.00	\$ 35,000.00
\$ 12.50	\$ 20,000.00	\$ 10.00	\$ 16,000.00
\$ 350.00	\$ 3,500.00	\$ 200.00	\$ 2,000.00
\$ 420.00	\$ 4,200.00	\$ 250.00	\$ 2,500.00
\$ 335.00	\$ 28,475.00	\$ 150.00	\$ 12,750.00
\$ 125.00	\$ 6,250.00	\$ 150.00	\$ 7,500.00
\$	\$ 341,765.60	\$	\$ 466,875.00
\$ 21,014.40	\$ 21,014.40	\$ 10,000.00	\$ 10,000.00
\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
\$ 15,200.00	\$ 15,200.00	\$ 7,500.00	\$ 7,500.00
\$	\$ 61,214.40	\$	\$ 42,500.00
\$	\$ 694,400.00	\$	\$ 1,438,200.00

Resolution 6-R





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

BUDGET TRANSFER FORM

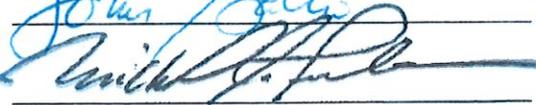
DEPARTMENT: DPW - PARKS

BUDGET YEAR 2021

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A7160-55407	EQUIP. SERVICE & RENTAL	\$9,317	
A7160-55420	REPAIRS & MAINTENANCE		\$9,317

Reason for Transfer:

TO TRANSFER FUNDS BETWEEN DPW PARKS FUND LINES TO COVER THE TEMPORARY RENTAL COST OF A STREET SWEEPER

Department Head Signature:  Date: MAY 19, 2021
 City Controller Approval:  Date: MAY 19, 2021

City Council Approval – Resolution Number: _____ Date: _____

Resolution 6-S





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.

May 21, 2021

City of Glen Cove
Department of Public Works
9 Glen Street
Glen Cove, New York 11542

Attn: Louis Saulino

**Re: Pryibil Beach Pier Girder Replacement Project
Letter Recommending Award to Atlantic Coast Dock Construction Corp.
LKMA No. 21060.000**

Dear Mr. Saulino,

As requested, LKMA solicited quotes from three qualified marine contractors for the purposes of replacing five damaged girders at the Pryibil Beach Pier in Glen Cove. All work associated with the replacement of the girders will be in accordance with the following documents supplied to each of the contractors:

- Existing conditions plan by LKMA dated March 2021
- Scope of work by LKMA
- Pryibil Beach Pier Condition Assessment Plan by LKMA dated March 2021

The quotes we received to perform this work are as follows:

<u>Contractor</u>	<u>Bid Received</u>
Atlantic Coast Dock Construction Corp.	\$19,330.00
Terry Contracting & Materials, Inc.	\$32,022.00
Brandt Marine	\$34,490.00

Upon review of the above referenced proposals and LKMA's experience with the Contractor, our office finds Atlantic Coast Dock Construction Corp. qualified and acceptable to be the contractor for the Pryibil Beach Pier Girder Replacement Project.



Attached please find a copy of the Proposals received from each of the three companies above as well as the three documents supplied to each of the contractors. If there are any questions regarding this Letter of Recommendation, please do not hesitate to contact this office.

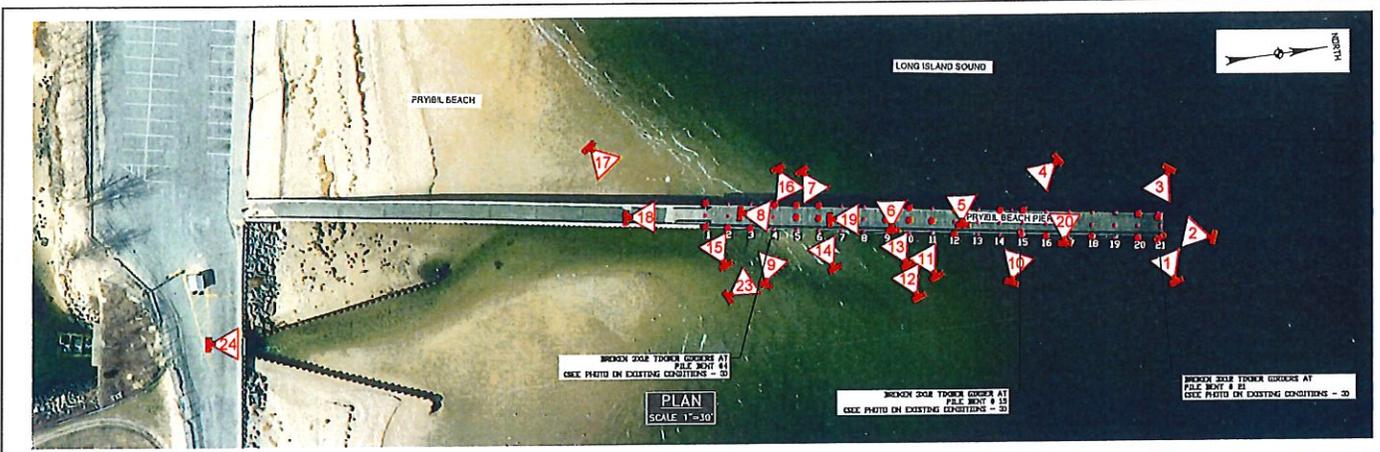
Very truly yours,

A handwritten signature in blue ink that reads "Keith J. Masseria".

Keith J. Masseria, P.E.
Associate

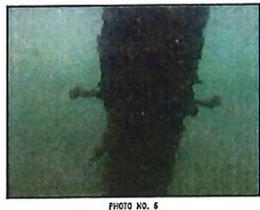
Enc:
KJM

Mar 29, 2021 10:55am
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LEGEND

DESCRIPTION	SYMBOL
• PHOTOGRAPH LOCATION WITH DIRECTION TAKEN AND PHOTO ID #	①
• PILE BENT LOCATION ID	10
• APPROXIMATE LOCATION OF EXISTING TIMBER PILES	•
• APPROXIMATE LOCATION OF FAILING TIMBER PILES	•



DATE	BY	DESCRIPTION	APPROV. BY
REVISIONS			
CITY OF GLEN COVE NASSAU COUNTY, NEW YORK PRYBIL BEACH PIER CONDITION ASSESSMENT			
EXISTING CONDITIONS PLAN -- 1			
L. K. McLEAN ASSOCIATES, P.C. <small>CONSULTING ENGINEERS 127 WEST GARDNER ST., BIRMINGHAM, AL 35203</small>			
Designed By	KJM	Scale	AS NOTED
Drawn By	SJ	Date	MARCH 2021
Approved By	JD	File No.	20120.000
		Sheet No.	1

Mar 28, 2021 10:06 AM
 C:\Users\jpeccanin\AppData\Local\Temp\Kuph\101118_1921\Existing Conditions Plan.dwg



PHOTO NO. 9



PHOTO NO. 10



PHOTO NO. 11



PHOTO NO. 12



PHOTO NO. 13

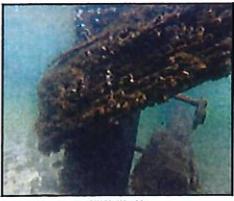


PHOTO NO. 14



PHOTO NO. 15



PHOTO NO. 16



PHOTO NO. 17



PHOTO NO. 18



PHOTO NO. 19



PHOTO NO. 20



PHOTO NO. 21



PHOTO NO. 22



PHOTO NO. 23



PHOTO NO. 24

DATE	BY	DESCRIPTION	APPROVED BY
		REVISIONS	
		CITY OF GLEN COVE MASSAU COUNTY, NEW YORK PRYBIL BEACH PIER CONDITION ASSESSMENT	
		EXISTING CONDITIONS PLAN - 2	
		L. K. McLEAN ASSOCIATES, P.C. <small>INCORPORATED IN THE STATE OF NEW YORK</small>	
Designed By	FJM	Scale	AS NOTED
Drawn By	SJ	Date	MARCH 2021
Approved By	JD	File No.	20120.000
		Sheet No.	2

**SCOPE OF WORK FOR
GIRDER REPLACEMENT AT THE PRYIBIL BEACH PIER**

DESCRIPTION

The Contractor shall remove and legally dispose of the damaged girders at the Pryibil Beach Pier where shown on the plan. The proposed girders shall be replaced as shown on the plans or as directed by the Engineer as well as described in the sections below.

TABLE OF CONTENTS

Included in this Item are the following sections:

- 1 - Site Demolition
- 2 - CCA Treated Marine Timbers
- 3 - Marine Hardware

1 – SITE DEMOLITION

DESCRIPTION

Under this Section, the Contractor shall supply all labor, materials, equipment and incidentals necessary to complete the Demolition work and Debris removal as specified herein, shown on the Contract Drawings and/or as directed by the Engineer.

SCOPE

In general, the work to be done shall include but not be limited to the following:

1. Damaged Girders
2. Damaged cross bracing/railing supports
3. Decking

DEMOLITION DESCRIPTION AND DETAILS

- A. The Contractor shall completely remove all existing decking, diagonal cross bracing supports for railing, and stringers to allow for the proposed girder replacements as shown on the Contract Drawings and directed by the Engineer. All materials and debris to be demolished shall be removed and disposed of off site. All existing decking, stringers and girders shall be reinstalled after girders have been installed. All damaged materials or unsuitable materials shall be replaced in-kind.
- B. The Contractor shall exercise extreme care NOT to damage the existing structures and surfaces which are to remain. The Contractor shall remove from the site all cut-offs and demolished materials and replace remaining voids and previously occupied spaces with suitable granular fill material properly compacted in place.
- C. Off-site disposal for all demolished material and debris shall be at a facility approved by the New York State Department of Environmental Conservation. All costs, permits, etc., for proper disposal shall be borne by the Contractor.

END OF SECTION

2 – CCA TREATED MARINE TIMBERS

DESCRIPTION

Under this Item, the Contractor shall supply and install CCA Treated Marine Timbers in accordance with the plans, specifications and/or as directed by the Engineer.

MATERIALS

- A. All furnished timbers shall be Southern Pine No. 1 Dense SPIB Grading Rules (used at MC over 19%) $F_b = 1,550$ psi minimum before treatment and shall conform to the requirements of the current Standard Specifications for Structural Wood Joists and Planks, Beams and Stringers, and Posts and Timbers ASTM Designation D-245.
- B. Treatment for all lumber below the decking shall be CCA (chromated copper arsenate) Type B conforming to the requirements of AWWA Specification P-5, Federal Specification TT-W-550 and ASTM Standard D-1625. The minimum net retention shall be 2.5 pounds per cubic foot of wood from assay zone 0 to 3.0 inches. Penetration 2.5 inches or 85% of sapwood, whichever is greater.

CONSTRUCTION DETAILS

All work shall conform to the best practices of the trade involved resulting in workmanship of the first class only. All timber shall be accurately set resulting in a girder system true to line, grade, plumbness or batter slope shown. All joints and splices shall be set tight and secure. Splices in wales shall be of accurately cut configuration as approved by the Engineer or shown on the Contract Drawings. Top and bottom wales splices shall alternate.

Improperly constructed girders, as determined by the Engineer, shall be immediately removed and reconstructed with new materials (at the contractor's expense) to the standard required by these Specifications. No deviations from these Specifications will be permissible except where directed by the Engineer.

Workmanship shall be first class throughout. None but competent workmen shall be employed and all framing shall be true and exact. Spikes and nails shall be driven with just sufficient force to set the heads flush with the surface of the wood. Deep hammer marks in wood surfaces shall be considered evidence of poor workmanship and sufficient cause for removal of the workman causing them.

Holes for bolts shall be bored with a bit of the same diameter as the bolt to be used.

END OF SECTION

3 – MARINE HARDWARE

DESCRIPTION

Under this Item, the Contractor shall furnish and install all required Marine Hardware into marine systems in accordance with the plans, specifications and/or as directed by the Engineer.

MATERIALS

- A. All hardware shall be hot dipped galvanized except for the hardware in contact with the ACQ (Alkaline Copper Quaternary) treated lumber. All hardware in contact with ACQ treated lumber shall be stainless steel as shown on plans.
- B. NYDD washers, plate washers, tapered washers and plates shall meet ASTM Specification A-36 for Grade A steel.
- C. Bolts and tie rods shall be as manufactured by Seaport Marine Corp, Chesapeake Virginia (800)446-8056 or approved equal. All bolts to be dome head timber bolts.
- D. Nuts shall be hexagonal and meet ASTM Specification A-307 for Grade A steel.
- E. Washers shall meet ASTM Specification A-47 for Class 30 – A cast iron.
- F. Spikes and nails shall be the common wire type and shall meet AISI Specification 1010 or 1020 steel.
- G. All of the above hardware shall be hot-dipped galvanized in accordance with M19 and ASTM Designation A-153. The zinc coating shall be class A, 2.0 ounces of zinc per square foot of hardware surface. ALL THREADS SHALL BE CUT PRIOR TO BEING GALVANIZED.

END OF SECTION

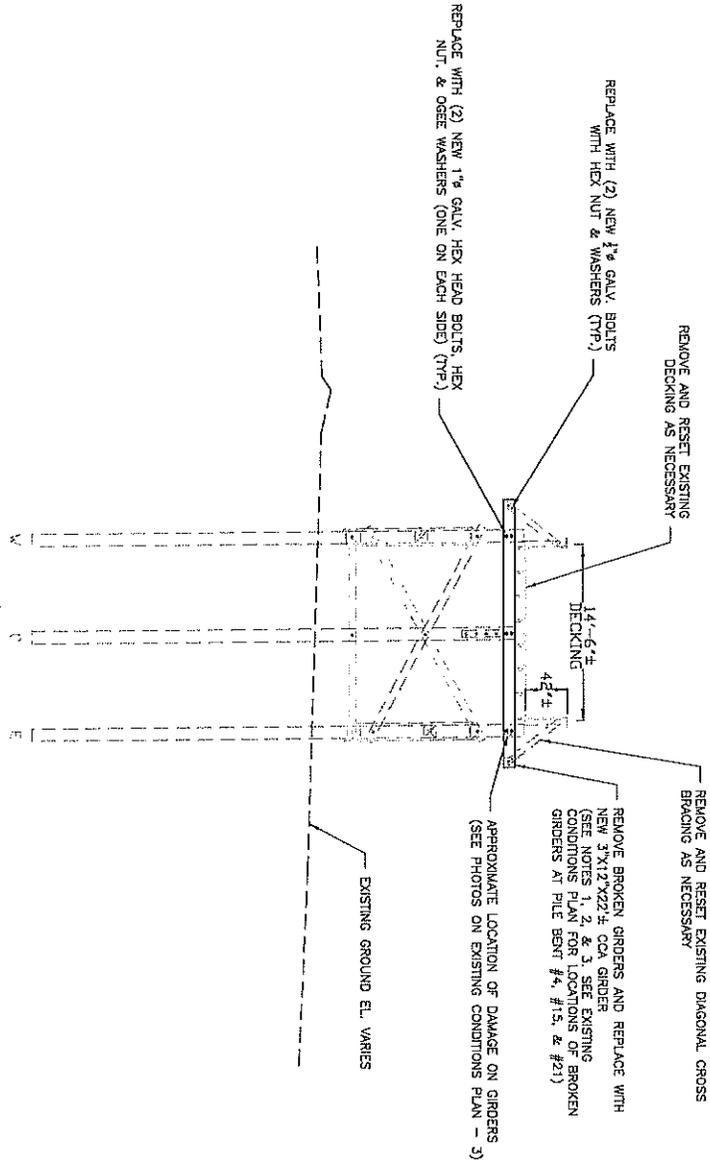
METHOD OF MEASUREMENT

Payment for this work will be made on a lump sum basis. All work is to be done in accordance with the plans, specifications or orders of the Engineer.

BASIS OF PAYMENT

The lump sum price bid for this project includes the cost of furnishing all labor, materials, tools equipment, shipping expenses, and incidentals necessary to satisfactorily complete the required work for the installation of the proposed girders. The lump sum price will also include the replacement of any diagonal cross braces supporting the timber railing which are damaged at the girder replacement locations.

PRYBIL BEACH OPEN PILE PIER
 TYPICAL PILE BENT SECTION - GIRDER REPLACEMENT
 (LOOKING NORTH)
 N.T.S.



- NOTES:
- CONSTRUCTION SHALL FIELD VERIFY THE ACTUAL LENGTH OF GIRDERS WHERE REPLACEMENT IS NECESSARY ALONG WITH ANY OTHER LUMBER THAT WILL NEED TO BE REMOVED AND RE-USED IN CONSTRUCTION.
 - CONTRACTOR SHALL ONLY REMOVE ONE GIRDER AT A TIME IN LOCATIONS WHERE ITS TEMPORARY SUPPORTS THE EXISTING PIER CONSTRUCTION.
 - ALL LUMBER LAMBER OTHER THAN GIRDERS SHALL BE TREATED WITH CHLOROPYRIFOS COPPER ASSEMBLY TO A RETENTION OF NO LESS THAN 2.5 POUNDS PER CUBIC FOOT AS SPECIFIED BY THE CURRENT AMERICAN WOOD PRESERVATION ASSOCIATION STANDARD CONSTRUCTION. TREATMENT RECORDS SHALL BE TREATED WITH MONOCRYL COPPER AZOLE (MCA) WITH A RETENTION OF ONE POUND PER CUBIC FOOT.

DATE	BY	APPROVED BY
REVISIONS CITY OF GLEN COVE MUSHU CAUNY, NEW YORK PRYBIL BEACH PIER CONDITION ASSESSMENT		
TYPICAL SECTION L K McLEAN ASSOCIATES, P.C. CONSULTING ENGINEER 42 SOUTH OGDEN ST. SUITE 1112 GLEN COVE, NY 11545		
Designed By:	KJM	Scale: AS NOTED
Drawn By:	SL	Date: MARCH 2021
Approved By:	JD	File No.: 201212000
		Sheet No.: 1

BRANDT MARINE INC.
Post Office Box 196
Blue Point, New York 11715-1132
Phone (631) 438-0555
Email: bbrandtmarine@aol.com
PROPOSAL AND CONTRACT

Buyer(s) City of Glen Cove

Date: May 17, 2021
Location: Prybil Pier

C/O: McLean Associates
25 Newbridge Road
Hicksville, NY 11801
Attn: Keith Masseria, PE (516) 636-4500
Email: kmasseria@lmma.com

Proposed Work: The undersigned contractor proposes to furnish all materials and perform all labor necessary to complete the following

Remove and Replace: 5 each 3 in. x 12 in. girders at Prybil Pier.

All on site work to be performed at prevailing wage rates.

Certified payrolls will be submitted for all field work.

Price: All of the above to be completed in a substantial and workmanlike manner according to standard practices for the sum of: **Thirty-Four Thousand Four Hundred Ninety Dollars. (\$34,490.00)**

Payments: Payments to be made: **As Invoiced.**

Change or Extra Charges: Any change from the above specifications involving extra cost of material or labor will only be executed upon written orders for them. There will be extra charges for changes. All agreements about changes must be in writing. Owner will be responsible for all other expenses including but not limited to landscaping, replacement of plumbing, electric, fencing, sprinklers, trees or shrubs that have to be moved, subterranean objects that may have to be removed, any necessary survey work and utility stake out. Site will be left with a rough level grade. Any on site material found to be contaminated and unsuitable for reuse or standard disposal will be the responsibility of the owner. Owner is responsible for obtaining all permits and providing complete copies of same to Brandt Marine, Inc. before start of work. Prices subject to change after 30 days.

Brandt Marine, Inc.

Acceptance: TO THE CONTRACTOR

I/We accept your proposal and contract and you are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, according to the terms above, for which I/We agree to pay the amount mentioned in the proposal according to its terms.

ACCEPTED BY BUYER (S) on Date: _____

***Customer must sign & return CERTIFICATE OF CAPITAL IMPROVEMENT (form ST-124) before any work may commence**

TERRY CONTRACTING & MATERIALS, INC.

Site – Marine – Environmental

1146 Osborn Ave
Riverhead, NY 11901
(631) 727-0170 Fax: (631) 727-0410

1225 Seaview Ave.
Bridgeport, CT 06607
(203) 375-8450 Fax: (203) 375-8410

Re: **Pryibil Beach
Girder Replacement
City of Glen Cove**

Proposal:

Item	Description	Qty	UOM	Estimated Cost
1	Replace girders as depicted on project drawings	1	LS	\$ 32,022.00

Notes:

- Item 1 includes all materials, labor and equipment to remove and replace girders at pile bent numbers 4, 15 and 21. All work to be in accordance to the following three documents:
 - Existing conditions plan by LKMA dated March 2021
 - Scope of work by LKMA
 - Pryibil Beach Pier Condition Assessment plan by LKMA dated March 2021
- Prevailing wages shall apply
- Work anticipated to be completed in two working days with a crane barge package and crew.

Payment Terms:

- Monthly Invoicing for Work Performed (30 Days Net).
- Balance Due Upon Completion.

Agreed & Accepted To:

- The above prices, specifications, and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____ Date: _____

Confirmed:

TERRY CONTRACTING & MATERIALS, INC.

Authorized Signature: _____

Resolution 6-T





network layered on top of 2020 aerial imagery). As can be seen, the data matches the record plan as it was at that time.

LiRo is not aware of any updates that occurred to the GIS Water Network or the City record plans since the time the data was created. To update the City's water network, we propose to use the same workflow that was successfully used in the City of Yonkers.

- Meet with DPW personnel and review the current network and areas where change has occurred
- Migrate the data to the Esri Water Network model
- "Walk the streets" using street view, correcting locations of hydrants and add hydrants and valves (where visible) to the map
- Produce "check plots" in PDF format for the City to review and provide feedback
- Update the water network based upon the City's feedback, known areas of change and available record plans and as-builts
- Finalize water network and add to the City's central GIS database
- Using data provided by the City, map the location of water main breaks, using information such as address or street intersection.

2. Stormwater System

The City participated in the Town of North Hempstead Water Quality Improvement Project (WQIP) and as a result has a fairly comprehensive digital stormwater network containing catch basins, outfalls, manholes, pipes and other features.

This data can be used for many applications, including regular outfall inventories and the tracking of maintenance (e.g. cleaning of catch basins). The current GIS stormwater system data will be added to the central GIS database. The image below is data from the same area (DANAS HIGHWAY).



LiRo has worked with many municipalities to help satisfy MS4 reporting requirements and help with respect to resolving EPA administrative orders. LiRo is near completion with the City of New Rochelle, where we



May 13, 2021

Louis Saulino, P.E.
Director of Public Works
City of Glen Cove
9 Glen Street
Glen Cove, N.Y. 11542-2798

Re: Proposal to Provide a Central GIS Database

Dear Mr. Saulino,

LiRo GIS (LiRo) is pleased to present this proposal to help the City to organize and update data to deliver a central GIS database. The City does not have a work force trained in the usage of using PC based desktop GIS nor do they possess any up to date GIS software licenses (there are three older licenses in the City). LiRo proposes to assist with these issues by hosting and maintaining the City's GIS data. LiRo provides this same service to other municipalities in the State of New York. City employees will be able to access GIS data from a web browser and no extensive training will be required.

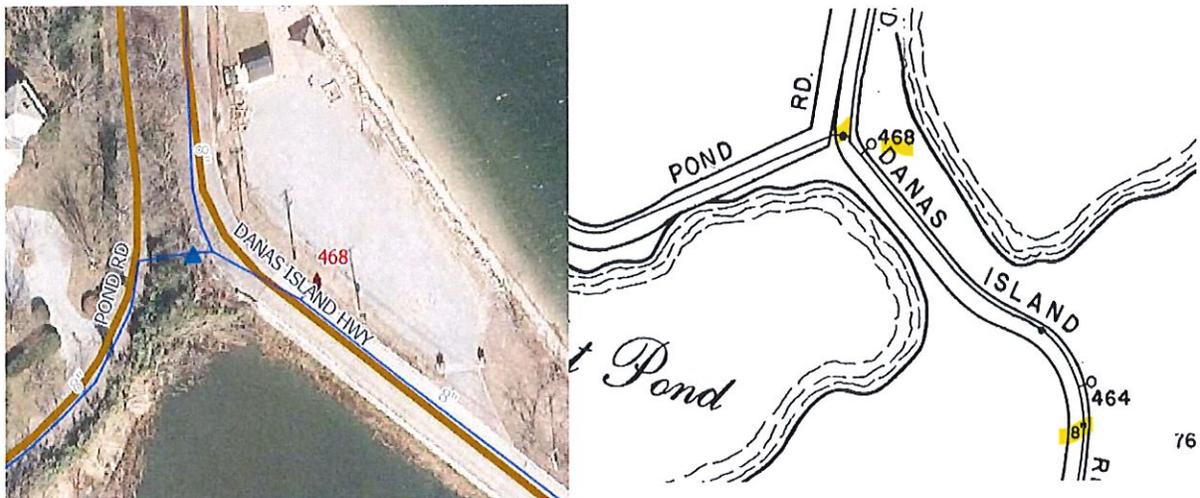
In addition to hosting the City's GIS data, our initial focus will be on enhancing the Water System and incorporating the Stormwater System data that was collected as part of the North Hempstead Water Quality Improvement Project (the City was a participant in the project). In addition, work will be done to incorporate Streetlight data which LiRo collected in anticipation of the LED replacement project.

Our proposal contains a Scope of Work section and a Fees section.

Scope of Work

1. Water System

LiRo developed the City's GIS based water system almost two decades ago. The source of the data was a water system record plan updated in November 1987. A copy of this plan, which was not clear or legible, contained updates through December 1997 but it was not believed to be used. However, the resulting GIS dataset represents fairly accurately the original record plan (the image to the left is the current GIS water





have been able to produce the required data and Outfall Reconnaissance Inventory (ORI) field sheets in electronic format.

3. Streetlights

In 2016, LiRo performed a comprehensive field verification of streetlights. The GPS derived location of each streetlight, corresponding attributes (e.g. pole number, fixture wattage, bulb type) and photographs were collected for 1943 lights.

The current GIS streetlighting data will be added to the central GIS database. The image below is data from the same area (DANAS HIGHWAY).



4. Esri GIS Software

While the City possesses three (3) licenses of Esri ArcGIS for Desktop (all basic single use version), there is no active Esri maintenance (dropped in 8/2017 on one, 7/2018 on another and in 7/2019 dropped the last one). While the City can use the software, no upgrades and support are available.

Because of the license issues and personnel and training concerns, LiRo will host the City's GIS data using Esri's cloud product, which is called ArcGIS Online. LiRo recommends that the City acquire one (1) ArcGIS Online Creator License (\$500), one (1) ArcGIS Online Field Worker license (\$350) and one (1) ArcGIS Online Viewer license (\$100). We also recommend that the City purchase an additional 2000 ArcGIS Online credits at a cost of \$200 (these will be used for data storage and applications). These credits are valid for 24 months. These costs are included in LiRo's annual maintenance fee.

5. Future GIS Opportunities and Additional Work

Once the City creates a central GIS database as part of this project, it can serve as a central asset and infrastructure management system. It can be used to store information and track pavement management, signs, snowplow routes, pothole repair, sidewalk repair, sanitation pickup, citizen engagement, public safety (Police, Fire, and EMS), building permitting and almost any other local government function. The City will be able to support field data collection, mobile GIS and cloud based GIS using a simple web browser.



Mr. Louis Saulino, P.E.

Page: 4

It is envisioned that work such as creating a digital zoning layer will be undertaken in the future. This work, and the maintenance of the City's GIS data, will be done as additional work using the 2021 LiRo Professional Engineering Services "On Call" Agreement.

Fee

The fee for the proposed scope of work is \$30,860, as detailed below:

Complete Water System	\$ <u>17,826</u>
Load Stormwater System and Support Reporting	\$ <u>8,913</u>
Load Street Lighting Data	\$ <u>2,971</u>
Esri GIS Software Costs	\$ <u>1,150</u>

Additional Work will be done using T&M Task Orders based upon LiRo's 2021 Professional Services Agreement

LiRo's services are also available on the Nassau County GIS contract or the Federal GSA Master Award Schedule (MAS). If you require any additional information or have any questions about the enclosed materials, please feel free to contact me at annittor@liro.com or (516) 746-2350.

Sincerely,

A handwritten signature in blue ink that reads "Richard Anitto".

Richard Anitto
Vice President

Resolution 6-U





Business Solutions for Today and Tomorrow

25 Banfi Plaza North • Farmingdale, NY 11735
631 845-9500 • Fax 631 845-9504

292 Fifth Avenue • New York, NY 10001
212 714-3508 • Fax 212 714-3510

www.northeasternoffice.com

ORDER 5.19.21
PROPOSAL

PURCHASE AGREEMENT

S O L D T O	NAME <u>The City of Glen Cove</u>	S H I P T O	NAME <u>Same</u>
	ATTN <u>Fire Dept. Dispatch Department/Rodni</u>		ATTN <u>Yelena Quilles / Rodni (Chief Dispatcher)</u>
	ADDRESS _____		ADDRESS _____
	CITY _____ STATE _____ ZIP _____		CITY _____ STATE _____ ZIP _____
	TELEPHONE _____ EXT _____		TELEPHONE _____ EXT _____
	FAX # _____		FAX # _____
CUSTOMER P.O. # _____	CUSTOMER P.O. # _____		

QTY.	MODEL/STOCK #	DESCRIPTION	UNIT COST-EACH	LINE TOTAL
(1)	MPC-307spf	31 PPM Digital Color System	Lease/Rental/FMV/-0-	69.00 Mo.
		This agreement can be terminated on 2/14/2023 with the Expiration of lease # :		100-1476936-003
		or at the convenience of the City of Glen Cove with 30 Days written notice.		
		It may be continued for up to 60 mo, based on parts availability.		
		LINE CONDITIONER		

WARRANTY PERIOD- NORTHEASTERN OFFICE EQUIPMENT, WARRANTS THE EQUIPMENT FOR A PERIOD OF 60 Mo. FROM THE DATE OF INSTALLATION EXCEPT AS NOTED ON REVERSE.

Usage can be billed Monthly or Quarterly at the CPC listed. The only items not covered by this Full Coverage Maintenance Agreement are Paper & Staples. All Copies/Prints are Billable on the City of Glen Cove Consolidated Monthly or Quarterly Invoice.

DELIVERY / STAIR CHARGES	N/A
SUBTOTAL	\$ 69.00
SALES TAX	Exempt
TOTAL	\$ 69.00

N. O. E.	SALESPERSON <u>Joe Munnie jr.</u> _____ DATE _____	C U S T O M E R	X _____ X _____ AUTHORIZED SIGNATURE DATE
	ACCEPTED BY _____ AUTHORIZED SIGNATURE DATE _____		X _____ NAME (PRINT)
			X _____ TITLE

THIS AGREEMENT SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE

Resolution 6-V



CONSULTANT AGREEMENT

AGREEMENT IS HEREBY MADE between the Agency and Independent Contractor set forth below according to the following terms, conditions, and provisions:

1. IDENTITY OF AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove Recreation

Address: Nine Glen Street

City/State/Zip: Glen Cove NY 11542

Telephone: 516 676 3766

Program #: Youth Sports

2. IDENTITY OF INDEPENDENT CONTRACTOR IC

The Independent Contractor (hereafter "IC") is identified as follows:

Name: Christopher MacDonald

Type Entity: Sole Proprietorship () Partnership () Corporation

Address: 4 Harwood Drive West

City/State/Zip: Glen Cove NY 11542

Business Telephone: 516 312-5427

Social Security or Employer Identification Number: 081-70-7916

License Number and Expiration Date, if any: _____

3. WORK TO BE PERFORMED

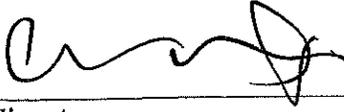
AGENCY desires that IC perform and IC agrees to perform the following work:

Tennis Lessons for ages 5 and older. Lessons at Stanco Park Courts beginning June 21 until expiration

***INDEPENDENT CONTRACTOR (CONSULTANT)**

Chris MacDonald

Firm/Individual Name



Signature

Consultant
Title

5/20/21

Date

***INDEPENDENT CONTRACTOR (CONSULTANT)**

Chris MacDonald
Firm/Individual Name


Signature

Consultant
Title

5/20/21
Date

Resolution 6-W



INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT IS HEREBY MADE between the Agency and Independent Contractor set forth below according to the following terms, conditions and provisions:

1. IDENTITY OF
AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove Youth Bureau

Address: 128b Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: 516-671-4600

2. IDENTITY OF
INDEPENDENT
CONTRACTOR

The Independent Contractor (hereafter "IC") is identified as follows:

Name: Supreme Martial Arts, Inc.

Type Entity: () Sole Proprietorship () Partnership (X) Corporation

Address: 17 Greenwood Dr

City/State/Zip: North Babylon, NY 11703

Business Telephone: 516-532-2361

Email: SupremeMartialArts@protonmail.com

3. WORK TO BE
PERFORMED

AGENCY desires that IC perform and IC agrees to perform the following work:

Martial Arts Instruction

4. TERMS OF
PAYMENT

AGENCY shall pay IC according to the following terms and conditions: IC shall be paid

\$115.00/hr. - for maximum 2 hrs/day,
3 days/week

Dates: Pay in full at completion of program

5. REIMBURSEMENT OF EXPENSES
AGENCY shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.

6. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES
City of Glen Cove Youth Bureau will provide all equipment, tools, materials and/or supplies to accomplish the work agreed to be performed. Should IC wish to purchase "supplies", IC must first obtain City of Glen Cove Youth Bureau prior written approval before it may be a reimbursable expense. IC must maintain "supplies" in good working condition through time of contract; failure may result in surcharges.

7. FEDERAL, STATE AND LOCAL PAYROLL TAXES
Neither Federal, not State, nor local income tax, nor payroll tax of any kind shall be withheld or paid by AGENCY on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

8. FRINGE BENEFITS & COMPENSATION
Because IC is engaged in IC's own independent business, WORKER'S IC is not eligible for and shall not participate in any employer pension, health, or other fringe benefit plan of the AGENCY. Likewise, no worker's compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the worker's compensation law concerning IC and the employees of IC.

9. WORK PRODUCT OWNERSHIP
Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by IC in connection with the Services shall be the exclusive property of Agency. Upon request, IC shall sign all documents necessary to confirm or perfect the exclusive ownership Agency to the Work Product.

10. CONFIDENTIALTY
IC will not at any time or in any manner, either directly or indirectly, use for the personal benefit of IC or divulge, disclose, or communicate in any manner any information that is proprietary to Agency. IC will protect such information and treat it as strictly confidential. This provision shall be effective after the termination of this Agreement. Upon termination of this Agreement, IC will return to Agency all records, notes, documentation and other items that were used, created, or controlled by IC during the term of this Agreement.

11. TERM OF AGREEMENT This agreement shall become effective on July 6, 2021 and shall terminate on August 6, 2021
12. TERMINATION WITHOUT CAUSE Without cause, either party may terminate this agreement after giving 30 day written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30 day period after any notice of intent to terminate without cause has been given.
13. TERMINATION WITH CAUSE With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:
A. Material violation of this agreement
B. Any act exposing the other party to liability to others for personal injury or property damage.
14. NO AUTHORITY TO BIND CLIENT IC has no authority to enter into contracts or agreements on behalf of the AGENCY. This agreement does not create a partnership between the parties.
15. ENTIRE AGREEMENT This is the entire agreement of the parties and cannot be changed or modified orally.
16. SEVERABILITY If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.
17. AMENDMENTS This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

Resolution 6-X



Resolution 6-Y



Michel & Associates

Via e-mail:

May 19, 2021

Mr. Louis Saulino, P.E.
Director of Public Works
City of Glen Cove
City Hall
9 Glen Street
Glen Cove, New York 11542

Re: Stanco Park Playground Reconstruction
Glen Cove Municipal Golf Course, Glen Cove, NY

Dear Mr. Saulino, P.E.:

We were present at the Thursday, May 18th 2021, bid opening to witness the opening of bid proposals for Stanco Park Rehabilitation.

The opening yielded 2 qualified builders:

Louis Barbato Landscaping Inc.	Bid price: \$221,058.00
Playsites Plus Surfaces, Inc.	Bid price: \$198,712.49

We have reviewed both bid documents submitted for the bid opening. Each of the submittals is complete with relevant information. Playsites Plus Surfaces, Inc. is the lowest qualified bid totaling \$198,712.49 (one hundred and ninety eight thousand seven hundred twelve dollars and forty nine cents).

We approve and recommend the award be given to Playsites Plus Surfaces, Inc.

Respectfully,

Michael A. Michel, ASLA

cb

G C Pks DPW S PKbid ltr 051921.1

Landscape Architecture
126 Glen Street, Glen Cove, New York 11542

Site Planning
516-676-0072

Resolution 6-Z



CITY OF GLEN COVE
9 Glen Street
Glen Cove, New York 11542
(516) 676-3345

SIGN PERMIT

NAME OF APPLICANT _____

ORGANIZATION GLEN COVE DEMOCRATIC PARTY

NAME OF EVENT PRIMARY

ADDRESS PO Box 824 ~~BUCKLEY~~ GLEN COVE

PHONE NUMBER 516 404-0066

E-MAIL ADDRESS _____

NO. OF SIGNS (~~20 maximum~~) POLITICAL SIGNS

DATE SIGNS ERECTED 5/22/21

(~~Two week limit~~)

DATE SIGNS REMOVED 6/22/21

(within 48 hours after the event)

DATE RESOLUTION APPROVED _____

SIGN DIMENSIONS 4 - Temp 48 x 48 - *25 Lawn Sign

(maximum 20 inches x 20 inches)

WALNUT RD, COTTAGE ROW
2 GLEN COVE AVE, *RESIDENTIAL HOME

PERSON RESPONSIBLE FOR REMOVING SIGNS:

ALL SIGNS TO BE REMOVED BY) ORGANIZATION individual

NAME ~~John Perrone~~ John Perrone

ADDRESS 35 Reynolds ~~...~~ Glen Cove

PHONE NUMBER 516 404-0066 CELL _____

E-MAIL ADDRESS _____

DATE: 8/21/21

SIGNED Cindy Sulleffi

Applicant

PERMIT APPROVED ON: _____

City Clerk

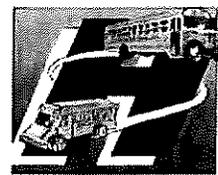
Kindly allow at least 4 weeks notice to submit permit request.

Resolution 6-AA



Hendrickson Bus Corp.

Safe, Dependable Transportation Since 1927



64 Bayville Ave.
Bayville, NY 11709
Phone (516)628-1800

May 21, 2021

City of Glen Cove
Department of Youth Services and Recreation
9 Glen Street
Glen Cove, NY 11542

Re: Request For Transportation Proposal No. 2021-009
May 21, 2021

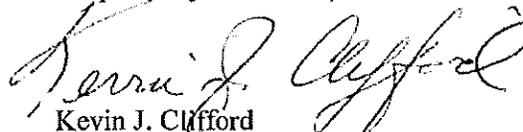
Ladies and Gentlemen:

It gives us great pleasure to submit the following proposal to provide transportation service for your organization. Having worked for the City and School District of Glen Cove for more than 56 years, it is our hope that your experience with our company as well as the documents found in this proposal will serve to convey to you the quality of our service and our commitment to our customers.

If further clarifications are required, please do not hesitate to ask. Kyle Albers is the designated contact person, at the above telephone number. We also invite you to speak to any or all of our references. We have worked many years with most of them, and their experiences may prove just as valuable to you as anything we have written herein.

Thank you for allowing us to submit these proposals. If we are the successful contractor, we look forward to continuing our fine relationship with the City of Glen Cove.

Respectfully Submitted,


Kevin J. Clifford
President

**CITY OF GLEN COVE
SUMMER CAMP BUS TRANSPORTATION**

HENDRICKSON BUS CORP.

PRICE PROPOSAL

Price Per Bus, Per Hour or any part thereof: **\$125.00**

***All buses will have a capacity of up to 60 students, based on the customer's desired social distancing preferences, with the first row on each side remaining empty.**

***All trips will be a minimum of four (4) hours.**

***Trips cancelled with less than two (2) hours notice will be subject to a two (2) hour charge.**

Resolution 6-BB



SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (the "Agreement"), effective as of the date of the last signature on the Agreement (the "Effective Date"), is made by and among Plaintiff, Santander Consumer USA, Inc. (the "Plaintiff") and Defendant, The City of Glen Cove, New York ("The City").

WHEREAS, Plaintiff filed a lawsuit captioned Santander Consumer USA, Inc. v. The City of Glen Cove et. al., bearing Dkt. No. 20-cv-03318 (JMA)(ST) in the United States District Court for the Eastern District of New York (the "Lawsuit") asserting deprivations of Plaintiff's constitutional rights pertaining to its property interests in a 2015 Lexus GS 350 bearing VIN JTHCE1BL6FA001697 ("the Vehicle");

WHEREAS, Plaintiff has since secured possession of the Vehicle from The City's co-defendants by way of separate agreement;

WHEREAS, The City appeared but requested various extensions of time to answer the complaint in the Lawsuit so the parties could negotiate a settlement;

WHEREAS, on May 18, 2021, The City transmitted to Plaintiff's counsel a draft proposed ordinance and draft police procedures (the "Procedures");

WHEREAS, The City and Plaintiff agree, without any admission of liability or wrongdoing, that the Procedures would alleviate any ongoing or future violations of the constitutional rights complained of in the Lawsuit, and The City has represented that the proposed ordinance will be calendared for consideration by the City Council in or about June, 2021;

WHEREAS, Plaintiff understands that this agreement does not bind the City Council to pass the Procedures and that the Procedures must still be duly considered and adopted by the City Council;

NOW, THEREFORE, to avoid the uncertainty, expense, and delay inherent in litigation, Plaintiff and The City (the "Parties") enter into this Agreement to provide for the full and final settlement and discharge of any and all claims pertaining to the Lawsuit or the Vehicle, and agree to the following terms and conditions:

1. **SETTLEMENT PAYMENT:**

- a. The City shall continue to take the steps needed to present and seek the adoption by the City Council of the Procedures, with the understanding that passage of the Procedures by The City's political body is not a

condition to the consummation of the remaining terms of this Agreement;

- b. Star Insurance Company, on behalf of the City, shall pay to Plaintiff within 10 days of the Effective Date of this Agreement, and Plaintiff shall accept in full and final settlement of any claims Plaintiff has or may have against The City relating to the Lawsuit and/or relating to the Vehicle, the settlement payment of \$12,000 (the "Settlement Payment").
- c. The Settlement Payment shall be made by check made out to Norris McLaughlin, mailed to Nicholas A. Duston, Esq. at 400 Crossing Blvd., 8th Fl., Bridgewater, NJ 08807.

2. **DISCONTINUANCE OF PENDING ACTION:** Upon confirmation by counsel for Plaintiff of receipt and clearance of good funds representing the Settlement Payment, the Parties shall effectuate a stipulation of dismissal with prejudice of all claims raised in the Lawsuit.

3. **GENERAL RELEASES:**

- a. **Release from Plaintiff to The City:** As of the date of Plaintiff's receipt of the Settlement Payment, and in consideration of the entry into this Agreement, Plaintiff forever and fully releases, discharges and gives up any and all claims of any kind whatsoever (legal, equitable or otherwise) from the beginning of time to the Effective Date of this Agreement, which Plaintiff may have or have had against Richard Covino, Glen Cove Auto Salvage, Inc., The City and/or any of its employees, officers, directors, members, managers, shareholders, and/or insurers, known or unknown, sustained or which may be sustained by Plaintiff relating to the Vehicle and/or any other matter relating to the Lawsuit. Plaintiff is not releasing or discharging its rights and remedies to seek enforcement of this Agreement and recover for breach of the Agreement
- b. **Release from The City to Plaintiff:** As of the Effective Date of this Agreement, The City hereby forever and fully release, discharge and give up any and all claims of any kind whatsoever (legal, equitable or otherwise) from the beginning of time to the Effective Date of this Agreement, including, but not limited to, any and all claims and rights which The City have or may have had against Plaintiff and/or any of its employees, officers, directors, members, managers and/or shareholders, and/or insurers known or unknown, sustained or which

may be sustained by The City relating to the Vehicle and/or any other matter relating to the Lawsuit. The City is not releasing or discharging their rights and remedies to seek enforcement of this Agreement and recover for breach thereof.

4. **IMPLEMENTATION OF AGREEMENT:** Each party shall take such additional action as may be reasonably requested by the other party in order to implement the terms and conditions of this Agreement.

5. **NO ADMISSION OF LIABILITY:** The Parties agree that entering into this Agreement does not constitute an admission of liability and may not be used by either party in any civil or criminal proceeding. The Parties acknowledge that each is entering into this Agreement for the purpose of resolving disputed claims and to avoid the time, expense, and uncertainty attendant to all legal actions and arbitration proceedings.

6. **NOTICES:** All Notices permitted, required or provided for by this Agreement shall be made in writing, and delivered by electronic mail to the following address:

a. **If to Plaintiff:**

Nicholas A. Duston, Esq.
Norris McLaughlin, P.A.
400 Crossing Blvd., 8th Fl.
Bridgewater, NJ 08807
email: naduston@norris-law.com

b. **If to Defendant:**

Michael Gauvin, Esq.
Furman Kornfeld & Brennan LLP
61 Broadway, 26th Fl.
New York, NY 10006
mgauvin@fkblaw.com

7. **MISCELLANEOUS PROVISIONS:**

a. **Entire Agreement:** This Agreement sets forth the entire agreement between the Parties, and fully supersedes any and all prior agreements or understandings, written or oral, between the Parties pertaining to the

subject matter of this Agreement. The Parties represent and acknowledge that in executing this Agreement neither has relied upon any representation, statement, agreement, promise or assurance made by another party with regard to the subject matters or effect of this Agreement or otherwise, other than as specifically stated in writing in this Agreement. The Parties further acknowledge that there are no oral understandings contrary to the written terms and conditions set forth in this Agreement.

- b. Writing Required: This Agreement may not be changed, modified or amended except by an instrument in writing signed by the party against whom enforcement of such change, modification or amendment is sought.
- c. Contractual Acknowledgements: The Parties acknowledge that they have executed this Agreement after: (i) they have had ample time and opportunity to review this Agreement; (ii) they have read this Agreement in its entirety; (iii) they understand all of the terms of this Agreement; (iv) they knowingly and voluntarily assent to all of the terms and conditions contained in this Agreement including, without limitation, the releases; (v) they had adequate opportunity to consult with advisors of their own choosing, legal or otherwise, regarding the terms and conditions of this Agreement; and (vi) in executing this Agreement, each reads and understands the English language, and has relied entirely upon its own judgment, belief and interests and the advice of its legal counsel.
- d. Due Authorization: Each of the Parties represents and warrants that this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against that Party in accordance with its terms. Each person executing this Agreement represents and warrants that they have full authority to do so on behalf of the party for whom that person is executing this Agreement.
- e. Heirs, Successors and Assigns: This Agreement shall bind and inure to the benefit of the Parties and upon their predecessors in interest, parent companies, subsidiaries, affiliated companies, partnerships, successors in interest, assigns, heirs, executors, administrators, beneficiaries, shareholders, directors, officers, members, partners, employees, agents, and/or insurers. The parties hereto represent and warrant that they

have not assigned, and will not assign, any interest in the claims that are being resolved herein.

- f. Choice of Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law. Any dispute arising under the Agreement shall be venued in either the State or Federal courts located in New York (as applicable) for purposes of enforcing this Agreement.
- g. Joint Drafting: The Parties understand that this Agreement shall be deemed to have been drafted jointly by the Parties, even though Plaintiff's legal counsel has prepared the initial draft of this Agreement. Any uncertainty or ambiguity shall not be construed for or against either party based on attribution of drafting.

8. **WAIVER OF JURY TRIAL**: THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY MATTER RELATING TO, ARISING FROM OR IN CONNECTION WITH THIS CONFIDENTIAL AGREEMENT.

9. **EXECUTION AND COUNTERPARTS**: This Agreement may be signed in counterparts each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The Parties agree that electronic, facsimile and/or PDF signatures shall constitute and have the same lawful force and effect as original inked signatures, and that electronic copies of this Agreement executed by the Parties may be exchanged by electronic mail.

[signature page to follow]

The Parties have agreed, executed and delivered this Agreement as of the day and year first written above:

SANTANDER CONSUMER USA, INC.

Dated: _____, 2021

By: _____
Name:
Title:

THE CITY OF GLEN COVE

Dated: _____, 2021

By: _____
Name:
Title:

§265-30 Notice of removal.

- A.** Upon seizure of a vehicle as provided in this article, the City shall, as soon practicable, ascertain the identity of the parties with property interests in the seized vehicle (the "Interested Parties"). The Interested Parties to be ascertained shall include the following four categories of persons (to the extent they exist for a given vehicle):

 - i. The person in possession at the time of seizure;
 - ii. The registrant of the vehicle;
 - iii. The titled owner of the vehicle;
 - iv. Any lessor of the vehicle; and/or
 - v. Any lienholder of the vehicle.
- B.** Within 10 days of the seizure of a vehicle as provided in this article, the City shall notify all Interested Parties of the seizure by certified mail, return receipt requested, a Notice of Seizure sent to the Interested Parties as follows:

 - a. The address used for an individual Interested Party shall be that listed on the individual's driver's license, registration documents, or such other address as reasonably calculated to give the lessor and/or lienholder notice of the seizure.
 - b. The address used for the lessor and/or other lienholder (as applicable) of the vehicle shall be the address identified on the vehicle's title document, the vehicle's lease contract, and/or the vehicle's retail installment contract, and/or or such other address as reasonably calculated to give the lessor and/or lienholder notice of the seizure.
- C.** The Notice of Seizure shall state that Interested Parties shall have the option to commence a proceeding, which must be commenced within 21 days from the time the Notice of Seizure is sent to all Interested Parties. The requested proceeding shall be held under the exclusive jurisdiction of the Glen Cove City Court, 13 Glen Street, Glen Cove, New York to determine the respective rights of the City and the Interested Parties in the vehicle. The Notice of Seizure shall also include the following information:

 - a. The make, model and vehicle identification number ("VIN") of the seized vehicle;
 - b. A statement that the purpose of the proceeding is to determine the legality of the seizure, the appropriateness of any fees and expenses to be charged in relation to the seizure and storage of the vehicle, and determine the rights of possession in the vehicle at issue.
- D.** The Proceeding shall be conducted before a neutral decision maker at the Glen Cove City Court, who shall review the legality of the seizure, the appropriateness of any fees and expenses to be charged in relation to the seizure and storage of the vehicle, and determine the rights of possession in the vehicle at issue.
- E.** If no Interested Party requests a Proceeding or appears at the Proceeding, all Interested Parties will be deemed in default. In the event of a default, the City Attorney shall

conduct a post-default review of the seizure to determine the legality of the seizure, the appropriateness of any fees and expenses charged in relation to the seizure and storage of the vehicle. Following post-default review, the City may take such further actions as are called for by its laws or other policies and procedures, including the imposition of fees, seeking forfeiture or otherwise disposing of the vehicle.

- F. In the event it is determined at a Proceeding that a lessor or lienholder is entitled to take possession of a seized vehicle, the lessor or lienholder shall, prior to a lessor or lienholder retrieving a vehicle pursuant to disposition, a notice to the driver or registrant of the vehicle informing them that their failure to retrieve the vehicle within 10 days will result in turnover of the vehicle to the lessor or lienholder, as applicable. Such a vehicle will not be turned over to a lessor or lienholder until the lessor or lienholder provides satisfactory proof of a lessor or lienholder's right to take possession of a vehicle. Such proof shall be in the form of an affidavit from an appropriate custodian of records of the lessor or lienholder stating the reason(s) the lessor or lienholder has a current right to take possession of the vehicle and attaching the lease document or retail installment contract.
- a. Notwithstanding anything in this Section to the contrary, the City may reasonably request the Affidavit of Right described in Section F to include the following:
 - i. An agreement by the lessor or lienholder to reasonably cooperate with the City should a driver or registrant later make claims against the City related to the City's turnover of the vehicle to the lessor; and/or
 - ii. An agreement to release the City for its conduct in towing the vehicle.
 - b. Satisfactory proof of a lessor's or lienholder's right to take possession of the vehicle shall not include any of the following:
 - i. A requirement that the lessor or lienholder pay the City any fees, except those that may imposed by a written disposition as a result of the Retention Hearing;
 - ii. An agreement not to return the vehicle to a driver, registrant, lessee or debtor (as applicable).

Resolution 6-CC



AMENDMENT TO LEASE

This Amendment to Lease is dated as of May 28, 2021 by and between GC Smiles Realty LLC, a limited liability company ("Landlord"), Gold Coast Smiles DDS P.C. a professional corporation ("Tenant") and City of Glen Cove ("Sub-Tenant") (collectively, the "Parties")

WHEREAS the Sub-Tenant is the Tenant under that certain lease between Landlord's predecessor in interest, OGR80Corp. by lease dated December 23, 2005 ("Lease") relating to a portion of the Premises located at 116 Glen Street, Glen Cove, New York ("Premises"); and

WHEREAS the Parties desire to amend the Lease to allow for the Premises to be wholly leased from Landlord to Tenant and for the Sub-Tenant to be a sub-tenant under the Lease;

NOW THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

1. Gold Coast Smiles DDS P.C. shall enter into a lease for the entire Premises with Landlord.
2. The Lease is modified so that Gold Coast Smiles DDS P.C. is listed as Landlord as such term is defined in the Lease.
3. A Default by Gold Coast Smiles DDS PC under the Lease and resulting termination of the Lease by GC Smiles Realty LLC shall not act to terminate or otherwise invalidate the terms of the Lease. City of Glen Cove shall be permitted to remain in the Premises notwithstanding any violation of the lease by Gold Coast Smiles DDS PC.

GC SMILES REALTY LLC

By: _____

Gold Cost Smiles DDS P.C.

By: _____

City of Glen Cove

By: _____

Resolution 6-DD





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-li.us

TRAINING REQUEST FORM

Date: May 20, 2021

Your Name: Yelena Quiles Department: Finance

Class Requested: Power of Purchasing Virtual Seminar Cost of Class: Free

Date(s) of Class(es): September 24, 2021

Costs Associated with Class:

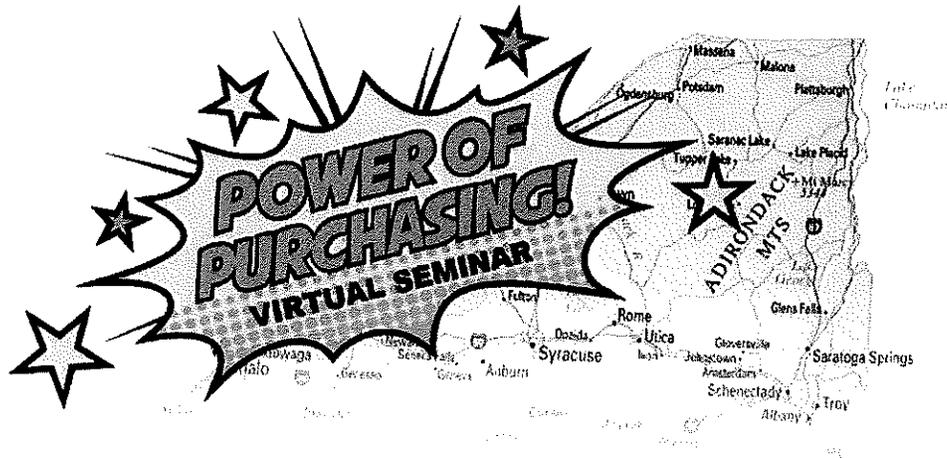
Airfare: _____	Car Service: _____
Hotel: _____	Meals: _____
Rental Car: _____	Parking: _____
Gas: _____	
Mileage: _____	
Tolls: _____	

Total Estimated Cost of Class plus Expenses: _____

FUND LINE: none required

Department Head Signature: 

*Must obtain City Council Approval before training class/conference. This could take at least two weeks.



Attention state agencies, local governments, colleges, school districts, and qualifying non-profit organizations! Join the New York State Office of General Services (OGS) Procurement Services team at one of our free Power of Purchasing (POP) virtual seminars, which are designed to help buyers use state centralized contracts more effectively. During the session, our procurement professionals will present information about new initiatives and innovative contracts, and offer tips to improve efficiency, achieve savings and navigate the Procurement Services website.

Topics Include:

- The Benefits of NYS Centralized Contracts
- Personal Protective Equipment (PPE) & COVID-Relevant Contracts
- What's New with the NYS eMarketplace
- IT Centralized Contracts
- NYS Vehicle Marketplace 2.0
- Go Green: Sustainability & NYS Centralized Contracts
- How to Find Contracts & Navigating the OGS Website

Attendees will also have an opportunity to discuss their ideas and issues with NYS Chief Procurement Officer Sean Carroll or other department leaders.

Each seminar will begin at 10:00 a.m. and end at approximately 1:00 p.m. The session will be virtually hosted on the Webex platform, and participants will be emailed an invitation once they have completed registration via the OGS website at the link provided below. Participants may choose from among the following dates to attend the webinar:

- Monday, May 24th
- Tuesday, June 22nd
- Wednesday, July 21st
- Thursday, August 26th
- Friday, September 24th

We look forward to providing you with useful information and answering your questions!

Register online: ogs.ny.gov/procurement/pop-tour



Office of General Services
Procurement Services

518.474.6717 | ogs.ny.gov/pop-tour | #NYSPOP | @nysprocurement



Timothy Tenke
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www.glencove-ny.us

TRAINING REQUEST FORM

Date: May 20, 2021

Your Name: Yelena Quiles

Department: Finance

Class Requested: 2021 NIGP Virtual Forum

Cost of Class: Free due to scholarship

Date(s) of Class(es): August 23, 2021 - August 24

Costs Associated with Class:

Airfare: _____ Car Service: _____

Hotel: _____ Meals: _____

Rental Car: _____ Parking: _____

Gas: _____

Mileage: _____

Tolls: _____

Total Estimated Cost of Class plus Expenses:

FUND LINE: none required

Department Head Signature: _____

*Must obtain City Council Approval before training class/conference. This could take at least two weeks.



**CONVENTION PROGRAM COMMITTEE IS
 NIGP Forum Virtual**

August 23 - 26, 2021
 All activities will take place on NIGP's virtual platform which will be available

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Schedule at a Glance

NIGP Forum offers you many chances to get connected to your peers and discover how you can improve your business. NIGP Forum is offered all morning and afternoon on the 23rd, 24th, 25th and 26th of August. All virtual sessions are 15 minutes long and are held in a virtual meeting room. They are:

20 Contact Hours

The Forum will also include a four-day conference offering a mix of live and pre-recorded sessions, live networking and social events.

ALL TIMES LISTED BELOW ARE IN EASTERN STANDARD TIME.

MONDAY, AUGUST 23



SCHEDULE

- 9:00 AM - 10:45 AM - Coffee Meet Up
Contact Hours: 0.75
- 10:00 AM - 12:30 PM - Opening Ceremonies & Keynote Session
Contact Hours: 4.5
- 1:00 PM - 2:00 PM - Agency Networking Session
Contact Hours: 1.0
- 2:15 PM - 3:15 PM - Concurrent Sessions
Contact Hours: 1.0
- 3:30 PM - 4:30 PM - Expo

TUESDAY, AUGUST 24



SCHEDULE

- 9:00 AM - 10:45 AM - Coffee Meet Up
Contact Hours: 0.75
- 11:00 AM - 12:00 PM - Primary Session & Keynote Session
Contact Hours: 1.0
- 12:30 - 1:30 PM - Concurrent Sessions
Contact Hours: 1.0
- 1:45 PM - 2:45 PM - Concurrent Sessions
Contact Hours: 1.0
- 3:00 PM - 4:00 PM - Topic Based Networking
Contact Hours: 1.0
- 4:15 PM - 5:15 PM - Expo

WEDNESDAY, AUGUST 25



SCHEDULE

- 9:00 AM - 10:45 AM - Coffee Meet Up
Contact Hours: 0.75
- 11:00 AM - 12:00 PM - Primary Session & Keynote Session
Contact Hours: 1.0
- 12:30 - 1:30 PM - Concurrent Sessions
Contact Hours: 1.0
- 1:45 PM - 2:45 PM - Concurrent Sessions
Contact Hours: 1.0
- 3:00 PM - 4:00 PM - Topic Based Networking
Contact Hours: 1.0
- 4:15 PM - 5:15 PM - Expo

THURSDAY, AUGUST 26



SCHEDULE

- 9:00 AM - 10:45 AM - Coffee Meet Up
Contact Hours: 0.75
- 11:00 AM - 12:00 PM - Agency Networking Session
Contact Hours: 1.0
- 12:30 - 1:30 PM - Concurrent Sessions
Contact Hours: 1.0
- 1:45 PM - 2:45 PM - Concurrent Sessions
Contact Hours: 1.0
- 3:00 PM - 4:00 PM - Custom Conversations - Topics recommended by attendees for discussion. Join a conversation on a topic of interest to you.
Contact Hours: 1.0
- 4:15 PM - 5:15 PM - Closing & Keynote Session

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** SCHEDULE IS SUBJECT TO CHANGE **

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1000 Lakeshore Drive
 Suite 1000
 Metairie, LA 70002
 (504) 885-4100

Resolution 6-EE



CITY OF GLEN COVE
9 Glen Street
Glen Cove, New York 11542
(516) 676-3345

SIGN PERMIT

NAME OF APPLICANT Ryan Nardone / Roberto Telese - GCPD

ORGANIZATION Glen Cove Police Department

NAME OF EVENT National Night Out

ADDRESS One Bridge Street

PHONE NUMBER 516-676-1000

E-MAIL ADDRESS Rnardone@glencovepd.org

NO. OF SIGNS (20 maximum) 20

DATE SIGNS ERECTED 7/19/2021
(Two week limit)

DATE SIGNS REMOVED _____
(within 48 hours after the event)

DATE RESOLUTION APPROVED _____

SIGN DIMENSIONS 20" x 20"

(maximum 20 inches x 20 inches)

PERSON RESPONSIBLE FOR REMOVING SIGNS:

ALL SIGNS TO BE REMOVED BY) _____

NAME _____

ADDRESS _____

PHONE NUMBER _____ CELL _____

E-MAIL ADDRESS _____

DATE: 5-21-21

SIGNED 
Applicant

PERMIT APPROVED ON: _____
City Clerk

Kindly allow at least 4 weeks notice to submit permit request.