

Local Law offered by Mayor Tenke and seconded by _____

**CITY OF GLEN COVE LOCAL LAW 03 - 2019
AMENDING §212-17 OF THE GLEN COVE CITY CODE**

Section 1: Legislative Intent and Purpose.

Section 212 Glen Cove City Code authorizes the Building Department Administrator and the Plumbing inspector to enforce and regulate the issuance of plumbing permits throughout the City of Glen Cove. On March 26, 2019, the City enacted §212-17 with the legislation below that should have been numbered as §212-7.

Section 2: Authority.

This local law is enacted in accordance with Municipal Home Rule Law Section 10(c)(1).

Section 3: Legislation:

BE IT ENACTED, that the City Council hereby amends previously enacted City Code §212-17, which should now be renumbered as §212-7 and which shall now read as follows:

§212-7 MASTER PLUMBER LICENSE RESTRICTIONS

A. No master plumber shall, directly or indirectly, allow his/her license to be used in connection with work not actually performed by him/her or his/her employee(s) or company. Employees shall be considered people who work for the master plumber for no fewer than 35 hours per week, or for no fewer than the minimum number of hours required of employees under applicable union rules, as determined by the Building Department Administrator.

B. Any Master Plumber person who willfully violates the provisions of this § 212-7 shall be guilty of a violation punishable as set in accordance with Chapter **1**, General Provisions, Article **II**, General Penalty, and in addition thereto shall forfeit his or her license and certificate of qualification therein.

Section 4: Separability.

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the City of Glen Cove hereby declares that

it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent.

Section 5: This local law shall take effect upon its filing with the New York Secretary of State

Resolution 6B

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with Sport Tech Acrylics, to repair cracks and resurface one (1) all-weather pickleball court at Stanco Park, in the amount of \$9,875.

Funding: CDBG Funds

Resolution 6C

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby the Purchasing Agent to purchase from Omnia Partners, which include National IPA and US Communities purchasing cooperatives.

Resolution 6D

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a license agreement with Golf Compete, Inc., DBA Foreup, to provide Point of Sale (POS) system for the Glen Cove Golf Course, in the amount of \$330 monthly and a one-time set up fee of \$425, for a term of 24 months.

Funding: H7180-55443-1716

Resolution offered by Mayor Tenke and seconded by _____

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

WHEREAS, after the professional evaluation of six (6) bids, VRAM, Inc. was determined to be the lowest responsible bidder at a total bid amount of \$176,455.00; and

WHEREAS, with due deliberation and consideration, the Purchasing Agent and DPW, with the concurrence of the City Council, have determined and concluded it is in the best interest of the City to accept their bid; and

WHEREAS, the City has appropriated a budget of \$150,000.00 for the Project; and

WHEREAS, VRAM, Inc. has agreed to accept the lesser amount of \$150,000.00; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby is authorized to accept the bid of VRAM, Inc., having an office at 2 Edwards Court, Clifton, NJ 07011 and authorizes the Mayor to execute an agreement with VRAM, Inc. in an amount not to exceed \$150,000.00 provided that VRAM furnishes the required insurance documentation in accordance with the Bid, with payments for work completed under the contract to be made at the unit bid prices submitted in VRAM, Inc.’s Bid.

Funding: H5110-52260-1728

Resolution offered by Mayor Tenke and seconded by _____

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

(See Attached)

Resolution 6G

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Glen Cove Downtown DMA, Inc./Business Improvement District (BID) to host their annual “Downtown Sounds” on Friday nights, July 5, 2019 through August 30, 2019, to close School Street and Glen Street, and to erect lawn signs.

Resolution 6H

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Glen Cove Police Department to erect twenty (20) lawn signs, July 22, 2019 through August 8, 2019, to advertise annual “National Night Out”.

Resolution 6I

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes St. Boniface Martyr Church to erect twenty (20) lawn signs, May 2, 2019 through May 21, 2019, to advertise annual “Feast by the Shore – Tappen Beach”.

Resolution 6J

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes St. Paul’s Episcopal Church to erect twenty (20) lawn signs, June 8, 2019 through June 25, 2019, to advertise “St. Paul’s Annual Tag Sale”.

Resolution 6K

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the North Country Reform Temple to erect twenty (20) lawn signs, May 19, 2019 through June 3, 2019, to advertise annual “Yard Sale”.

Resolution 6L

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Charmaine Clarke to attend Oppositional, Defiant & Disruptive Children and Adolescents webcast training, June 13, 2019, at a cost of \$189.99.

Funding: A7050-55411

Resolution 7A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint Thomas Arena, Jose A. Diaz Hernandez, Roosevelt Frazier Jr., Victor M. Miranda and Andre T. Seaman as Seasonal Laborers, with Department of Public Works, at \$12.00 per hour effective April 24, 2019 through November 30, 2019.

Budget Line: A5110-51120

Resolution 7B

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint Ashton Sax, Timothy Young and Peter Frey as part-time Emergency Medical Technicians (Basic), with EMS, at \$18.00 per hour effective April 24, 2019.

Budget Line: A4540-51120

Resolution 7C-1

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint Danita Burton as part-time Youth Services Worker, with Youth Bureau, at \$9.50 per hour effective April 24, 2019 through November 30, 2019.

Budget Line: A7050-51123

Resolution 7C-2

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint Szymon Frye as part-time Youth Services Worker, with the Youth Bureau, at \$12.00 per hour effective May 1, 2019 through September 30, 2019.

Budget Line A7050-51123

Resolution 7C-3

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby amend Resolution 7B, adopted April 9, 2019, as indicated:

Abby Weiser	Seasonal Laborer	\$8.50 per hour amended to \$7.75	4/1/19 – 11/30/19	A7050-51120
Ashley Morace	Seasonal Laborer	\$8.50 per hour amended to \$7.75	4/1/19 – 11/30/19	A7050-51120
Dara Levy	Seasonal Laborer	\$8.50 per hour amended to \$7.75	4/1/19 – 11/30/19	A7050-51120
Dylan Pajuelo	Seasonal Laborer	\$8.50 per hour amended to \$7.75	4/1/19 – 11/30/19	A7050-51120

		\$7.75		
Francisco Canales	Seasonal Laborer	\$8.50 per hour amended to \$7.75	4/1/19 – 11/30/19	A7050-51120
Grace Spoto	Seasonal Laborer	\$8.50 per hour amended to \$7.75	4/1/19 – 11/30/19	A7050-51120
Jordan Mercado	Seasonal Laborer	\$8.50 per hour amended to \$7.75	4/1/19 – 11/30/19	A7050-51120
Mackenzie Messineo	Seasonal Laborer	\$8.50 per hour amended to \$7.75	4/1/19 – 11/30/19	A7050-51120
Michael Ferguson	Seasonal Laborer	\$8.50 per hour amended to \$7.75	4/1/19 – 11/30/19	A7050-51120
Mike Messineo	Seasonal Laborer	\$8.50 per hour amended to \$7.75	4/1/19 – 11/30/19	A7050-51120
Mykaela Pajuelo	Seasonal Laborer	\$8.50 per hour amended to \$9.00	4/1/19 – 11/30/19	A7050-51120
Nick Kodis	Seasonal Laborer	\$8.50 per hour amended to \$7.75	4/1/19 – 11/30/19	A7050-51120
Riddhi Mangal	Seasonal Laborer	\$8.50 per hour amended to \$7.75	4/1/19 – 11/30/19	A7050-51120
Steven Bailey	Seasonal Laborer	\$8.50 per hour amended to \$7.75	4/1/19 – 11/30/19	A7050-51120
Tigist Willson	Seasonal Laborer	\$8.50 per hour amended to \$7.75	4/1/19 – 11/30/19	A7050-51120

Resolution 7D

Resolution offered by Mayor Tenke and seconded by _____

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

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective Date</u>
Thomas Roel	Seasonal Laborer	\$10.50 per hour	4/24/19 – 11/30/19
Tajah Garner	Seasonal Laborer	\$10.50 per hour	4/24/19 – 11/30/19
Eishen Cofield- Wilson	Seasonal Laborer	\$10.50 per hour	4/24/19 – 11/30/19

Budget Line: CR 7140-51120

Resolution 9A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby amend the hourly salary of Anna DiGuiseppe from \$17.50 to \$18.50 per hour effective April 24, 2019.

Budget Line: A7050-51120



410 Route 22, Brewster, NY 10509 - Phone: (914) 232.1640 – Fax (914) 232-1802 - www.sporttechconstruction.com

Darcy Belyea
City of Glen Cove Recreation Department
City Hall 9 Glen Street.
Glen Cove, NY 11542-4106
Phone# 516 676-3766
dbelyea@cityofglencoveny.org

Date 12/10/18

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR: **STANCO PARK PICKLEBALL COURT**

CRACK REPAIR & RESURFACING OF ONE (1) ALL-WEATHER PICKLEBALL COURT(S) – Total area comprises approximately (271) Square Yards.

1. **PRESSURE WASHING** – Utilizing a walk behind pressure washer, remove all dirt, mildew and other contaminants for the entire surface area. Thoroughly air blow and clean the entire court surface.
2. **CRACK REPAIR** – Rout, air blow and clean and total of approx. (205) lineal feet of existing structural crack. Fill to refusal with LAYKOLD DEEP PATCH ACRYLIC CRACK AND LEVELING BINDER. Multiple applications may be necessary. Structural cracks cannot be repaired permanently with surface procedures; therefore, Sport-Tech Acrylics Corp. cannot guarantee these repairs.
3. **OPTION #1: ARMOR CRACK REPAIR SYSTEM** – Overlay all structural crack repairs with ARMOR CRACK REPAIR SYSTEM. A total of (205) lineal feet of repair is included. **PRICE: \$3,000.00 (ADD TO BASE PRICE BELOW)**
4. **LAYKOLD ACRYLIC RESURFACER** – Furnish and apply (2) coat(s) of LAYKOLD ACRYLIC RESURFACER to entire court area.
5. **LAYKOLD ACRYLIC FILLER** – Furnish and apply (1) coat(s) of fully pigmented LAYKOLD ACRYLIC FILLER. Colors to be (Determined By Owner)
6. **LAYKOLD ACRYLIC FINISH** – Furnish and apply (1) coat(s) of fully pigmented LAYKOLD ACRYLIC FINISH. Colors to be (Determined By Owner)
7. **LINE STRIPING**- Layout and hand paint (1) set(s) of regulation PICKLEBALL playing lines per AMERICAN SPORTS BUILDERS ASSOCIATION (ASBA) specifications using LAYKOLD ACRYLIC TEXTURED WHITE LINE PAINT.
8. **CLEAN UP** – Clean up general work area.
9. **GENERAL PROVISIONS** – Price does not include the cost of bonds, contract specific insurance riders, taxes, surveys, in-ground equipment, asphalt and/or concrete REPAIRS TO THE RECEIVING SURFACE.
10. **PREVAILING WAGE** – The following price is based on the payment of prevailing wage rates to all workmen employed. All labor provided for the work on this contract by SPORT-TECH ACRYLICS CORP. will be open shop. Any union labor required due to the general contractor's contractual agreements, (Project Labor Agreements), or job specific apprenticeship requirements will be provided by the General Contractor at no cost to SPORT-TECH ACRYLICS CORP.
11. Proposal submitted by Michael Edgerton – President, SPORT-TECH ACRYLICS CORP. (CTCB – Certified Tennis Court Builder).

* The planarity of the court will remain the same, ponding WILL be addressed, but due to the existing asphalt surface, some of the birdbaths will remain*

* NOTE: ALL WORK AND MATERIALS ARE GUARANTEED FOR ONE YEAR INCLUDING ARMOR REPAIR SYSTEM.*

TOTAL ESTIMATE:

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS FOR THE SUM OF:

TOTAL – Nine Thousand Eight Hundred Seventy-Five DOLLARS\$9,875.00

PAYMENT TO BE MADE AS FOLLOWS:

- (1) NET 30 DAYS

ACCEPTANCE OF PROPOSAL:

AUTHORIZED SIGNATURE _____

Note: This proposal may be withdrawn by us if not accepted within 120 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, terms and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Signature _____

**A finance charge of 1.65% will be added each month to any balance outstanding at completion of job.*

*All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the amount set forth above. We will not be responsible for delays caused by strikes, accidents or other contingencies beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.**



LICENSE AGREEMENT

This License Agreement (this “*Agreement*”) is made and entered into effective as of April _____, 2019 (the “*Effective Date*”), by and between Golf Compete, Inc., a Delaware corporation doing business as Licensor (“*Licensor*”) and the City of Glen Cove, the manager or operator (the “*Manager*”) of Glen Cove Golf Club (the “*Course*,” also referred to herein as “*Licensee*”).§

Services:

Tee Sheet/Point of Sale	\$330/month (applicable tax may apply)
Online Booking	Included
Inventory Management	Included
Customer/Employee Management	Included
24/7 Phone and Email Support	Included
Setup/Training/Data Implementation	\$425 one-time fee

Payment: \$330 monthly (Section 5)

Agreement Period: 24 Months (Section 9)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the Effective Date.

LICENSOR:

LICENSEE:

GOLF COMPETE, INC.,
DBA FOREUP

GLEN COVE GOLF CLUB

By: _____

By: _____

Name:
Title:
Date:

Name:
Title:
Date:

Needed Payment Information:

Payment amount dues are billed on the 1st of each month. A confirmation of each payment will be emailed to provided customer email; _____ (email address). ForeUP will send the invoice to the email above and will receive payment via physical check.

Agreement ID: 412892621

Agreement ID: 412892621

NOW, THEREFORE, in consideration of the foregoing and upon the terms and conditions set forth below, the parties hereto agree as follows:

1. DEFINITIONS.

“Approved Locations” means Licensee’s and Licensor’s website and mobile applications.

Contact@foreUP.com | foreUP.com

STATE OF NEW YORK, COUNTY OF NASSAU**CITY OF GLEN COVE****CONTRACT NO. 2019-002**

For the IMPROVEMENTS TO THE BREWSTER STREET PARKING GARAGE LOCATED IN THE CITY OF GLEN COVE, L.I., NEW YORK

THIS AGREEMENT, made and executed in triplicate this _____ day of _____, in the year two thousand nineteen, by and 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 VRAM, Inc., a corporation under the laws of the State of New Jersey, having its office at 2 Edwards Court, Clifton, NJ 07011 (hereinafter referred to as "Contractor").

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

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

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

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

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

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

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

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

Project - The word "Project" or pronoun used in place thereof shall mean the Improvements to the Brewster Street Parking Garage Project.

ARTICLE 2. TERM. This contract shall commence on the date that it is executed by the City and the Contractor (the "Commencement Date") and terminate on the 31st of December, 2019 (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Attention is called to the provisions of Article 22 of this contract.

ARTICLE 3. WORK TO BE PERFORMED. The Contractor shall perform the work set forth and in accordance with the Plans and Specifications (Appendix A) annexed hereto and made a part hereof in conformance with the provisions of this contract and in conformance with signed amendments as may be agreed to between the parties to this contract.

ARTICLE 4. RESPONSIBILITY OF THE CONTRACTOR.

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

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

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

1. Notice to proceed shall be via a written directive issued by the City. The Contractor further agrees that he will begin work within five (5) days after he is directed to do so by written notice to proceed from the Director of Public Works unless the consent of the Director of Public Works is given in writing to begin work at a later date, and that he will prosecute the same continuously in a thorough and workmanlike manner pursuant to the Work Schedule (Appendix B) so that it shall be entirely completed and performed within the time of performance, which shall be 90 calendar days from the date of said notice. The Director of Public Works or his Engineer shall be the sole judge as to whether the work hereunder has been completed within the time stipulated. The Contractor may request in a written notice to the City an extension of the time of performance at least fifteen (15) days prior to the 90th calendar day from the notice to proceed.

2. The Contractor agrees to notify the Director of Public Works or his Engineer not less than three (3) days in advance of actual operations.
3. Within two (2) weeks of the Contractor's receipt of said notice to proceed, a Work Schedule detailing all work as outlined in the attached Plans and Specifications (Appendix A) and benchmark dates for completion of same, shall be submitted to the City for review and approval. The Work Schedule shall become an amendment to this contract (Appendix B).
4. The work shall be performed under the direction of the City of Glen Cove. The Contractor shall not commence work on a phase of the Project without the written approval of the City.

ARTICLE 7. PROJECT FUNDING. The City has received \$150,000.00 in funding for this Project, entitled "Improvements to the Brewster Street Parking Garage" (Project ID #7537), under the Dormitory Authority of the State of New York (DASNY) State and Municipal Facilities Program (SAM). The Grant Disbursement Agreement executed between the City and DASNY for this funding is attached hereto (Appendix F).

ARTICLE 8. COMPENSATION. It is understood and agreed that the maximum to be paid the Contractor as compensation for its services under and specific to this contract shall not exceed \$150,000. Payments to the Contractor shall be made per the unit bid prices in the Proposal (Appendix C) attached hereto and made a part hereof. The City has budgeted for the full amount of this \$150,000.00 contract, which is funded by the DASNY grant award for the project (see Article 7).

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

ARTICLE 10. CHANGE ORDERS.

1. The City may, from time to time, require changes in the work to be performed or material to be furnished by the Contractor hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this contract. No claim will be made by the Contractor for any such work performed or material furnished before such amendments shall have been approved or passed by the City.
2. No work for which an additional cost or fee will be charged by the Contractor shall be performed without prior written authorization from the City.

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

ARTICLE 12. TERMINATION.

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

2. If the termination is for the convenience of the City, an equitable adjustment in compensation shall be made, but no amount shall be allowed for anticipated profit or unperformed work. The Contractor will be paid based on the work performed up to the date of termination.

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

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment in compensation shall be made as provided in Paragraph (2) of this Article.

ARTICLE 13. INTEREST OF CONTRACTOR. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work required to be performed under this contract.

ARTICLE 14. PROPERTY RIGHTS. All work produced, and the product of all services rendered by the Contractor pursuant to this contract, shall be the property of the City. The Contractor agrees that any work based on the services rendered under this contract shall be kept in confidence and not be released, published, or disseminated in any form without the consent in writing of the City.

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

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

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

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

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

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

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

ARTICLE 21. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), the Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Contractor's actual receipt of process or upon the City's receipt of the return thereof by the United State Postal Service as refused or undeliverable. The Contractor must promptly notify the City, in writing, of each and every change of address to which service of process can be made. Service by the City to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

ARTICLE 22. EXTENSION OF TIME. The City shall, in its sole discretion, have the right to extend this contract by delivering a notice of extension to the Contractor at least fifteen (15) days prior to the Expiration Date. It is mutually agreed that no extension beyond the date of completion fixed by the terms of this contract shall be effective unless in writing signed by the Engineer and approved by the Director of Public Works. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the Director of Public Works, which may include a charge for engineering and inspection expenses actually incurred upon the work. Application for such extension shall be filed by the Contractor with the Director of Public Works or his designee(s) at least fifteen (15) days prior to the date of expiration fixed by the terms of this agreement.

ARTICLE 23. LIQUIDATED DAMAGES. It is mutually agreed between the parties that time is the essence of this contract, and that there will be, on the part of the City, considerable monetary damage in the event of any delay in the completion of the same. For each calendar day that any work shall remain uncompleted after the contract date specified for the completion of the work provided for in the contract, the amount per calendar day specified in Schedule of Liquidated Damages, will be deducted from any money due the Contractor, not as a penalty but as liquidated damages; provided however, that due amount shall be taken of any adjustment of the contract time for completion of the work as provided for elsewhere in the specifications.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the City any of its rights under the contract.

The City may waive such portions of the liquidated damages as may accrue if it deems the work is in such condition as to be safe and convenient for use by the traveling public.

The assessing of liquidated damages shall be in addition to engineering charges as provided for in Article 22, Extension of Time, of these Specifications.

Schedule of Liquidated Damages

<u>Original Contract Amount</u>		<u>Liquidated Damages</u>
<u>From More Than</u>	<u>To and Including</u>	<u>Per Calendar Day</u>
\$ 0	\$ 5,000	\$ 50
25,000	50,000	75
50,000	100,000	200
100,000	500,000	300
500,000	2,000,000	500
2,000,000	5,000,000	600
5,000,000	10,000,000	800
10,000,000		1,000

The City agrees that the date when such liquidated damages shall cease to accrue shall be the date of completion as certified to by the Engineer.

ARTICLE 24. INSURANCE

1. Before performing any work on the contract, the Contractor shall procure and maintain all of the insurance required under this contract and provide proof of such insurance coverage to the City.
2. The Contractor shall obtain and maintain over the duration of the contract Disability Benefits coverage as required by New York State Disability Law.
3. The Contractor shall also procure before commencing work at the site of the work and maintain during the life of the contract, such Public Liability and Property Damage Insurance as shall protect him and his subcontractors performing work at the site from claims for damages for bodily injury, including death, as well as from claims for damages to property damage which may arise from operations under the contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Public Liability limits of not less than \$1,000,000.00 for injuries including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$3,000,000.00 on account of one accident. Property Damage limits of not less than \$1,000,000.00.
4. The Contractor must also furnish, in the name of the City of Glen Cove, Contingent Liability and Contingent Property Damage Insurance policies to protect the City of Glen Cove against claims arising from the operations of the Contractor and his subcontractors, in the same amounts as required for Public Liability and Property Damage.
5. The Contractor must furnish, in the name of the City, Protective Liability and Property Damage Insurance policies to protect the City against claims for property damage and for personal injuries, including accidental death, arising from the operations of the Contractor and his subcontractors, in the same amounts as required for Public Liability and Property Damage.
6. The Contractor must furnish, in the name of the City, Automobile and Truck Insurance policies, in the same amounts as required for Public Liability and Property Damage, to protect the City against liability and property damage claims arising from the operation of his vehicles.

7. The Contractor must furnish Comprehensive General Liability Insurance (with completed operations, plus X.C.U. when applicable) in the same amounts as required for Public Liability and Property Damage.
8. Three certificates of all insurance must be furnished by the Contractor. The City of Glen Cove, Glen Cove Community Development Agency, and the Engineer shall be designated as certificate holders and each provided a certificate.
9. The Contractor shall furnish all insurance required by any agency from whom he or the City must obtain permits in order to perform the work under this contract.
10. All policies must also have endorsements, providing the City is to receive ten (10) days' notice of any notice of cancellation on the policy for any reason whatsoever.
11. The Contractor shall take out and maintain during the life of this contract Worker's Compensation Insurance for all his employees employed at the site of the Project and in case of any of the work being performed by a subcontractor, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor.
12. All insurance policies pertaining to this contract shall name the City of Glen Cove, Glen Cove Community Development Agency, and Engineer as additional insured.

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

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

ARTICLE 27. LABOR LAWS.

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

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

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

Wage Schedule for Article 8 Public Work Project" will apply.

2. Discrimination Prohibited - The Contractor agrees:

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

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

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

ARTICLE 28. PRICES. The City of Glen Cove shall pay as set forth in this contract and the Contractor shall receive the price stipulated as full compensation for everything furnished and done by him under this contract, and for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the work and for all expense incurred by or in consequence of the discontinuance of the work herein specified, and for well and faithfully completing the work and the whole thereof as herein specified, and for making repairs to and maintaining the work in good condition until the final acceptance of the work, and in conformance with the provisions of Article 38.

ARTICLE 29. PAYMENTS. Subject to modifications and instructions contained in the Plans and Specifications, the following procedure as to payments will be followed: On or about the first of each month the Engineer shall make an estimate of the amount and the value of the work done. Whenever the monthly estimate of the Engineer shows that the value of the work completed during the previous month exceeds one thousand dollars (\$1,000.00) in amount, he shall issue a certificate for such work. The Director of Public Works shall thereupon cause the amount therein to be paid to the Contractor. Such certificates shall authorize the payment of ninety-five percent (95%) of the value of the work completed.

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

Before any payments shall be made under this contract, the Contractor and all subcontractors performing any part of the work called for by this contract must file in the office of the Director of Public Works verified statements provided for in Section 220-a of the Labor Law, as amended, certifying to the amounts then due and owing from the Contractor and subcontractor filing such statements to any and all laborers for daily or weekly wages on account of labor performed upon the work under this contract,

setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively.

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

The City's standard payment term is thirty (30) to sixty (60) days upon approval by the Director of Public Works of the invoice and originally signed voucher covering work performed. Ten (10) percent of the contract amount will be retained for up to 60 days after the final work has been delivered in order to ensure full compliance with contract guidelines.

ARTICLE 30. FINAL PAYMENT. Within fifteen (15) days after completion of the work and compliance with all the terms of this contract, and submission of satisfactory evidence of having repaired any and all damage to public or privately owned properties resulting from but not a part of the work under this contract, the Engineer and City shall cause a final inspection to be made for approval for all work included in this contract and shall issue a final certificate of payment to the Contractor for the work done under the contract. The City of Glen Cove shall, not later than thirty (30) days after the acceptance of this work, pay the Contractor the entire sum so found to be due thereunder after deductions of all previous payments and all percentages and amounts to be kept and retained under provisions of the contract. All prior estimates and payments shall be subject to correction in the final estimate and payment.

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

ARTICLE 32. SUBCONTRACTORS.

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

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

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

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

ARTICLE 33. NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

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

2. The Contractor shall comply with the City's non-discrimination and affirmative action policy for the Project as set forth in "Exhibit F Non-Discrimination and Affirmative Action Policy for the Project" (Appendix G).

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

ARTICLE 35. NO WAIVER OF RIGHTS. Neither the inspection by the representatives or agents of the City of Glen Cove nor by the Engineer, nor by any of their employees, nor any order, measurements or certificate of the Engineer nor any order of the Director of Public Works for payment of money, nor any money, nor any payments for or acceptance of the whole or any part of the work by the Engineer or the Director of Public Works nor any extension of time, nor any possession by the City, or its employees, shall operate as a waiver of any provision of this contract, nor any power herein

provided, nor shall any waiver of any breach of this contract be held as a waiver of any other subsequent breach. Any remedy provided in this contract shall be taken and construed as cumulative, i.e.: in addition to each and every other former suit, action or legal proceeding. The City shall also be entitled as of right to an injunction against any breach of the provisions of this contract.

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

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

ARTICLE 38. CONTRACTORS GUARANTEE AND MAINTENANCE BOND. The Contractor hereby agrees to repair any imperfections that may arise and to maintain in a manner satisfactory to the Engineer and City for all of his work for a period of one (1) year from date of final acceptance of the contract. The Contractor also agrees, for this period, to indemnify and save harmless the City, its officers and agents from any injury done to property or persons as a direct or alleged result of imperfections in his work and shall immediately assume and take charge of the defense of such actions or suits in like manner and to all intents and purposes as if said actions and suits had been brought directly against the Contractor.

To insure that this agreement will be carried out, the Contractor shall be required to furnish a bond of an approved surety company for not less than one hundred percent (100%) of the total amount of the contract as shown on the final Engineer's certificate, for a one (1) year period beginning from the date of this final certificate.

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

The undersigned, a duly authorized officer of [name of Contractor or sub-contractor] does hereby certify as true this transcript of the corporation's original payroll record dated _____, for the pay period beginning _____ and ending _____, and relating to all work or materials furnished during such period in connection with the [Identify Contract], and hereby affirms said transcript as true, under penalties of perjury, pursuant to Labor Law §220 (3-a)(a) and Penal Law §210.45.

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

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

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

ARTICLE 43. NOTICE. Any written notice required or authorized under this contract shall be personally delivered, sent by United States mail, or transmitted by facsimile or electronic mail transmission to the authorized representatives designated under this contract. Personal delivery of written notice may include leaving the said notice with the Contractor's agent in charge of the work, or with any employee found on the work, at the Project location. The party providing notice must be able to document delivery to the other party. The contact information of the authorized representatives for written notices shall be inserted below:

VRAM, INC.
2 Edwards Court, Clifton, NJ 02011
Paul Szamosszegi, President
Telephone: 973-772-0289
Fax: (973-470-8716
Email: vrampt@aol.com

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@cityofglencoveny.org

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

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

- (a) DASNY guidelines, including but not limited to the Grant Disbursement Agreement. If there are any discrepancies between the requirements of this contract and those of the said Grant Disbursement Agreement, the Grant Disbursement Agreement will take precedence.
- (b) City of Glen Cove guidelines.
- (c) Any and all questions on conflicting guidance shall be directed to the attention of the Director of Public Works, Glen Cove Department of Public Works in writing by the Consultant.

ARTICLE 45. MISCELLANEOUS

- (a) This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the City beyond the monies legally available for the purposes hereof.
- (b) No contractual relationship shall be deemed to exist between the Consultant and the State as a result of this contract.
- (c) The paragraph headings in this contract are included solely for reference, and shall not define, limit, or affect the construction or interpretation of this contract.
- (d) All attachments to this contract (Appendices A-H) are made a part hereof.

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

ATTACHMENTS

Appendix A: Plans and Specifications

Appendix B: Work Schedule [TO BE ADDED]

Appendix C: Proposal

Appendix D: Special Notice to Bidders

Appendix E: Instructions to Bidders

Appendix F: City- DASNY Grant Disbursement Agreement

Appendix G: Exhibit F Non-Discrimination and Affirmative Action Policy for the Project

Appendix H: Title VI/Non-Discrimination Assurances

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

FOR THE CONTRACTOR

FOR THE CITY OF GLEN COVE
BY: _____
(SEAL)

ATTEST: _____

ATTEST: _____

Acknowledgement of Officer of CITY OF GLEN COVE
Executing Contract

STATE OF NEW YORK)
COUNTY OF) ss.:

On this _____ day of _____
20____, before me personally came and appeared _____
_____ to me known , who being by me duly sworn
did depose and say that he is the _____ of the
_____ described in and which executed the foregoing instrument;
that by virtue of the authority conferred on him by law he subscribed his name to the foregoing
instrument and that he executed the same for the purpose therein mentioned.

Notary Seal

Notary Public

Acknowledgement by Contractor if an INDIVIDUAL

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

On this _____ day of _____
20____, before me personally appeared _____

_____ to me known to be the person
described in and who executed the foregoing instrument and who acknowledged to me that he
executed the same.

Notary Public

Acknowledgement by Contractor if a PARTNERSHIP

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

On this _____ day of _____

20____, before me personally came _____

_____ to me known to me to be a member of

_____ the firm described in and which executed the foregoing instrument and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Notary Public

Acknowledgement by Contractor if a CORPORATION

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

On this _____ day of _____
20____, before me personally came _____
_____ to me known who being by me sworn,
did depose and say that he resides at _____
_____ the City of _____,
State of _____; that he is the _____ of the
_____, the Corporation described in and
which executed the foregoing instrument; that he 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; and that he signed his name thereto by like order.

Notary Public



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

BUDGET AMENDMENT FORM

GCP-1 (7/08)

Department: Youth

BUDGET YEAR 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
A7050-42095	Youth Employment Project	\$5000.00	
A7050-52095	Youth Employment Project		\$5000.00

Reason for Amendment:
 Concession stand for new summer youth employment project.

Department Head Signature: *Spiro Tarkas* Date: 4/8/19
 City Controller Approval: *Judith Cassin* Date: 4-9-19
 City Council Approval-Resolution Number: _____ Date: _____

