



**CITY OF LONG BEACH
INTER-OFFICE MEMO**

TO: Donna M. Gayden, City Manager
Inna Reznik, City Comptroller
Richard Berrios, Corporation Counsel
Joe Febrizio, Commissioner of Public Works
Gregg Scott, Director of Operations
Randy Aupied, Superintendent

FROM: Rosemary Alton, Purchasing Agent

**SUBJECT: BID OPENING - CLB041-2022 SUPPLY, DELIVERY &
TRANSPORT OF CONCRETE**

DATE: June 16, 2022

I am submitting for your review and approval the bids received and opened Thursday, June 9, 2022 at 11:00 a.m. for SUPPLY, DELIVERY & TRANSPORT OF CONCRETE. The bid specs called for on an "as needed" basis. Pricing is based on delivery on 1 cubic yard. There were 2 bids received as follows:

	Description	Universal Ready Mix 197 Atlantic Avenue Garden City Park, NY 11090	ELM Transit Mix 482 Grand Boulevard Westbury, NY 11590
1.	Concrete – 3500 PSI strength	82.00	141.00
2.	Nassau County Class A	165.00	147.50
3.	NYS Calcium Chloride Concrete	98.00	275.00
4.	Winter Concrete (11/15- 3/31)	10.00	6.00
5.	Short Load Charge (under 6 cu. Yd.)	200.00	175.00
6.	Concrete Accelerator	10.00	24.00

	(yard)		
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The current contract expires July 20, 2022. We use Nassau County Class A cement and most of our jobs are shortload, so I have been advised that an award should be made to ELM Transit Mix, 482 Grand Boulevard, Westbury, NY 11590.

Present for the City of Long Beach were Gina Turilli and myself. Please advise.

Thank you!

Cc: Mindy Abrams



CITY OF LONG BEACH

Beach Maintenance

150 West Pine Street
Long Beach, N.Y. 11561-9002
(516) 705-7427

Thomas C. Canner
Director of Operations

TO: Donna Gayden, City Manager
Inna Reznik, City Comptroller
Joe Febrizio, Commissioner of Public Works
Rosemary Alton, Purchasing Agent
Richard Berrios, Corporation Counsel
Mindy Abrams, Corporation Counsel

FROM: Thomas C. Canner, Director of Operations

SUBJECT: Resolution for Purchase of Mobi-Mats

DATE: July 14, 2022

I respectfully request to purchase additional Mobi Mats for the City of Long Beach to replace ones that are no longer usable.

Funds are available in the Beach Maintenance Budget Line A8172.52243 (Boardwalk Handicap Access).

We wish to purchase the mobi-mats from Deschamps Mats Systems (vendor 8796), who is the sole source provider (letter attached).

January 17, 2022

Mobi-Mat Sole Source Certification

To Whom It May Concern:

We want to confirm and certify that the products sold on the North American market - including USA and Canada - under the brand name "Mobi-Mat" are exclusively distributed by Deschamps Mats Systems Inc. (dba DMS), which is the wholly owned US subsidiary of the French manufacturer, Ets A. Deschamps et fils, located in the town of La Couronne, France.

DMS headquartered is located in New Jersey at 218 Little Falls Road, unit 12, Cedar Grove, NJ 07009 and is acting as the exclusive importer distributor of the Mobi-Mats for the entire United States.

Mobi-Mat can solely be purchased from Deschamps Mat Systems (DMS) and cannot be obtained through any other source.

Should you have any additional questions or need clarification, please do not hesitate to contact our office at: 973-928-3040 or email our customer service assistant@mobi-mat.com.

You can reach me at: sandrine.carpentier.bernard@mobi-mat.com

I remain at your disposal,

Sincerely,



Sandrine Carpentier-Bernard

Managing Director
DMS Inc. – Deschamps Mats Systems Inc.
P. +1 973 737 9078 | C. +1 973 932 3589
sandrine.carpentier.bernard@mobi-mat.com

Deschamps Mats Systems, Inc.

218 Little Falls Rd, #12
 Cedar Grove, NJ 07009

Quote

Date	Quote #
7/14/2022	E7386

Customer	Ship To
City of Long Beach 150 W. Pine Street Long Beach NY 11561	Beach Maintenance Department City of Long Beach 150 W. Pine Street Long Beach, NY 11561 516-705-7427

Terms	Rep	FOB	Quotation valid until
Net 30	BAGPR	New-Jersey	7/31/2022

Item	Description	Qty	Cost	Total
300257-1520	Mobi-mat (RecPath) AFX blue jay 5' x 50' 2h 20" staples + spikes	11	2,219.00	24,409.00
DISCOUNT	Discount		-200.00	-200.00
DELIVERY NT	Boxing/crating, Shipping, Handling, Delivery		749.10	749.10

Freight Quote is an estimate only and may be subject to change at time of shipment	Subtotal	\$24,958.10
If authorized by your terms of sales or approved by your representative your signature below will act as consent to proceed with this order as quoted and will become a binding agreement to purchase. Credit Card Payments will be assessed a 3.5% fee.	Sales Tax (0.0%)	\$0.00
	Total	\$24,958.10

Currency Shown in U.S. Dollar - Foreign customers please remit payment in USD to avoid re-invoicing of any exchange rate loss or fees.

Signature

High Surf Accessories
 P.O. Box 1147
 Haleiwa, HI 96712
 808-638-5952
 info@highsurfrescue.com



Estimate

ADDRESS
 Rosemary Alton
 City of Long Beach Fire
 Department
 1 West Chester Street
 Long Beach, NY 11561 USA
 Phone: (516) 431-1000 x 7207

SHIP TO
 Rosemary Alton
 City of Long Beach Fire
 Department
 1 West Chester Street
 Long Beach, NY 11561 USA
 Phone: (516) 431-1000 x
 7207

ESTIMATE # 2952
DATE 07/07/2022

SHIP VIA
 FedEx

ACTIVITY	QTY	RATE	AMOUNT
Email Inquiry			
Tow Board The perfect board & buoyancy for surf! Dims: 5"x42"x71" ***Marine Camo Deck/Black Rails/Black HSA Branding/Rescue***	2	2,500.00	5,000.00
6' Last Chance Tail Tail for Rescue Board	2	180.00	360.00
Carabiner Kit 3 Carabiners - center threaded, 2 side snap lock	2	110.00	220.00

Please note: Estimates are good for 30 days from date.	SUBTOTAL	5,580.00
	SHIPPING	480.00
	TOTAL	\$6,060.00

Accepted By _____ Accepted Date _____

FIREWORKS DISPLAY AGREEMENT Display Date: 7/8/2022

AGREEMENT by and between Santore's World Famous Fireworks, LLC whose address is 840 Stillwater Bridge Road, Schuylkillco, NY 12164 (hereinafter "Santore"); and the City of Long Beach, 1 West Chester St., Long Beach, NY 11501 (hereinafter "SPONSOR").

WHEREAS, SANTORE designs, produces, and conducts fireworks displays; and
WHEREAS, SPONSOR wishes to engage Santore to design, produce and perform a fireworks display on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the terms, conditions and covenants hereinafter set forth, the parties hereto do mutually agree as follows:

1. FIREWORKS DISPLAY: On, July 8, 2021 (hereinafter "the Display Date"), Santore shall provide the fireworks and equipment for the display at the Fireworks Display location. The display will be under the supervision of a Santore trained technician. It is agreed that Santore shall be the sole fireworks supplier and producer for the event contracted for herein. (Note: The actual start and stop time of the display will be determined by the governmental authorities having jurisdiction over the display).

ALTERNATE DATE: July 9 and 10, 2022

2. COST AND PAYMENTS:

FIREWORKS DISPLAY PRICE:	\$40,000.00
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The total (Fireworks Display Price plus all other applicable charges) sum of \$40,000.00 shall be due and payable as follows:
a. The sum of: \$20,000.00 upon execution and delivery of this contract.

b. The Balance of \$20,000.00 (which includes any taxes that may be applied to this sale) shall be paid by Official Check made payable to Santore not later than seven (7) days prior to the Display Date.

Please Note: SPONSOR is responsible for the payment of all governmental fees and taxes, including, but not limited to, sales, use, excise, license, permit, entertainment, or other fees, taxes or surcharges imposed or otherwise applied to this exhibition. Also, please see Section 16(c) below. City of Long Beach pays FDNY and county fees.

3. POSTPONEMENT/RESCHEDULING: Rain Date 7/9/22 and 7/10/22, if show is postponed as per below

Description	% of Fireworks Display Price	Additional Costs
If notified by 3:01 AM on 7/8/2022	10%	Any 3 rd Party Vendor Expenses
When fireworks tech leaves facility	20%	Any 3 rd Party Vendor Expenses

Any request made by SPONSOR for rescheduling/canceling shall be directed to info@santorefireworks.com or by phone (518) 684-9994. It is understood and agreed that SANTORE shall have no obligation to reschedule a display except as required by inclement weather or reasons beyond the control of SANTORE.

4. SPONSOR'S AGENT: CELL PHONE: John McHale on behalf of Donon M. Guyden, (017) 498-5619 shall be designated as SPONSOR'S agent to whom all questions and inquiries shall be relayed. Sponsor's agent shall be the only agent of SPONSOR authorized to make decisions on behalf of SPONSOR or to request rescheduling of the fireworks display on the part of SPONSOR.

Please Initial each page.

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DMG
Sponsor

[Signature]
SANTORE

5. EXHIBITION PLANNER CHECKLIST: It is understood and agreed by the parties hereto that the Fireworks Display shall be contingent upon the strict compliance by SPONSOR with all items specified on the Exhibition Planner Checklist (EPC) which is annexed hereto and made a part hereof. Failure on the part of SPONSOR to comply with all requirements set forth in the EPC to the satisfaction of Santoro within the time limits therein set forth shall be deemed to be an event of default of SPONSOR'S obligations hereunder.

6. SECURITY/SAFETY: SPONSOR shall provide and maintain sufficient security before, during and after the Fireworks Display until the pyrotechnician in charge declares the area clear. Security shall be deemed to include, but not limited to, be all security laws, police protection, crowd fencing, rope lines, barricades or any other item deemed necessary by the local government or by Santoro. SPONSOR shall also provide and maintain an area clear of any buildings cars and spectators with a minimum radius as specified by current edition of NFPA Code 1123, as a Fire Safety Zone (FSZ) during the entire period commencing from the time the fireworks are delivered to the site until the area is declared clear by the pyrotechnician. It is understood and agreed that Santoro will cause all fireworks discharge due to any security breach of the FSZ. Santoro shall not be responsible for personal injury, vehicle or property damage occurring within the FSZ as a result of the SPONSOR'S failure to maintain the FSZ in accordance with the standards of current edition of NFPA 1123 which, incidentally, are only minimum standards of distances. SPONSOR acknowledges and agrees that Santoro's responsibilities are limited to the Fireworks Display and that Santoro is relying on SPONSOR to maintain the aforementioned FSZ and to comply with all Federal, State, municipal and local laws, orders, regulations and ordinances pertaining to the implementation of any and all security measures at the site of the Fireworks Display. Any site visits made during the display setup by or on behalf of SPONSOR shall be in accordance with the current edition of NFPA 1123 and under the direct supervision of the Santoro technician in charge. Any such inspection shall not in any way interfere with the safety, setup or schedule of the preparation for and disassembly after the Fireworks Display. The Santoro technician in charge may, at his discretion, cancel any inspection that in his sole opinion may compromise the safety of the setup of the Fireworks Display or the setup schedule. The SANTORE technician may at any time temporarily discontinue the discharge of fireworks for any reason. Should Santoro have any questions or concerns regarding safety/security during the subject event, it may contact Police Inspector Richard DePalma at (516)972-1429.

7. CREDITS: As a material inducement to Santoro agreeing to enter into this Agreement, SPONSOR shall give Santoro program credit as sole fireworks supplier and producer in all press releases, advertising, and any other program announcements, printed or otherwise.

8. INABILITY TO DELIVER or CONDUCT FIREWORKS DISPLAY/FORCE MAJEURE. Santoro shall not incur any liability for any loss or for any failure to perform any obligation hereunder due to unforeseeable causes beyond its reasonable control including without limitation legal or regulatory restrictions, power loss, telecommunications failure, acts of God, or any other cause beyond its reasonable control. In the event SANTORE is unable to deliver the Fireworks Display on the Delivery Date based on some unforeseeable occurrence beyond its reasonable control this contract will remain in full force and effect and the Fireworks Display will be performed on the Alternate Date or if no Alternate Date is stated then on such other date as may be agreed upon by the parties. Should Santoro fail to deliver the Fireworks Display on the Delivery Date for reasons that are not unforeseeable and/or are within its control, the same would constitute a material breach of this agreement, and this agreement shall be deemed null and void.

9. CONTRACT SUBJECT TO GOVERNMENT REGULATION: This Agreement and Santoro obligations hereunder are subject to all applicable Federal, State, Municipal and local laws, rules, ordinances, regulations and codes, now or hereinafter in effect, and to the conditions and limitations contained in the permits required to be obtained by SPONSOR prior to the Fireworks Display. In the event any Federal, State, municipal or local law, rule, regulation or ordinance shall be enacted which in any way prohibits, limits or restricts the sale, performance or operation of the exhibition of the Fireworks Display or in the event SPONSOR'S permit in any way limits or restricts the sale, performance or operation of said exhibition, Santoro shall limit or restrict its performance or the Fireworks Display so as to comply with such law, rule, regulation or ordinance or limitation or restriction of SPONSOR'S permit. SPONSOR acknowledges that any such limit or restriction placed on the performance or operation of the Fireworks Display shall in no way result in or entitle SPONSOR to a reduction or abatement in the full contract price.

10. GENERAL PROVISIONS:

- a) This agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and may not be changed, modified, renewed or extended except by a written agreement, signed by both parties. SPONSOR acknowledges and agrees that Santoro has not made any representations or warranties except those specifically set forth in this contract. Should any clause, section, or part of this agreement be held or declared to be void or illegal for any reason, all other clauses, sections, or parts of this agreement which can be affected without such illegal clause, section, or part shall nevertheless continue in full force and effect.
- b) SPONSOR is responsible for removal of paper debris associated with the Fireworks Display.
- c) In the event SPONSOR cancels the Fireworks Display the full contract price as set forth herein shall become immediately due and payable. SPONSOR will have up to 30 days from the date of cancellation to request Santoro to reschedule the Fireworks Display. Fireworks Display shall take place no later than six months from originally scheduled Fireworks Display and may not be rescheduled to 7/1 - 7/4 of any year without express consent of Santoro.
- d) Santoro agrees to procure Commercial General Liability with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include Sponsor as additional insured.

Please Initial each page.

Initial here:


Sponsor


SANTORE

- e) Santoro agrees to the fullest extent permitted by law, defend, indemnify and hold harmless the City of Long Beach, its officers, employees, and/or agents, City Council, both individually and as a collective Board from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, arising directly out of any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by Santoro, its subcontractors or its agents. This shall not include claims resulting from the negligence, gross negligence or willful misconduct of the City of Long Beach.

11. **SPONSOR'S DEFAULT:** In the event SPONSOR shall fail to pay any sum when due under the terms of this contract, SPONSOR shall pay, in addition to such amount, interest at the rate of 1.5% per month on the unpaid amount from the original due date. SPONSOR does further agree that it shall pay Santoro reasonable attorney fees and other costs in the event Santoro shall commence any proceeding (Arbitration or any other proceeding) or incur fees to compel SPONSOR to pay any sums due hereunder or otherwise as a result of SPONSOR'S default of any of the terms and provisions herein contained.

12. **SUBSTITUTIONS:** Santoro shall have the right, at its discretion, to substitute any fireworks if deemed necessary provided same does not detract from the overall value or quality of the program. This includes, but is not limited to, shell sizes, quantities, types and brand names. Any substitutions shall in no way result in or obligate SPONSOR to a reduction or abatement of the full contract price.

13. **ARBITRATION:** Any and all disputes, differences, or any other type of controversy arising out of or in relation to this Agreement, including as to the meaning or interpretation of any provision hereof, shall be resolved by arbitration in the State of New York, County of Nassau, unless otherwise agreed upon by the parties pursuant to the commercial rules then obtaining of the American Arbitration Association. Only one (1) arbitrator shall be required, and the arbitrator may award attorneys' fees. The award of the arbitrator shall be final and binding and judgment may be entered thereon in any court of competent jurisdiction. The arbitrator sitting in such controversy shall have no power to alter or modify any express provision of this Agreement, nor to make any award which by its terms effects any such alteration or modification. Either party may seek from the court of competent jurisdiction any provisional remedy in aid of arbitration, including, but not limited to, injunction, attachment or replevin, pending the determination of any claim or controversy in arbitration. Any and all disputes, controversies, actions, claims, causes of action, or proceedings arising under, out of, or in connection with or relating to the terms of this contract, and any amendment thereof, commenced by, between or against any of the parties of this contract shall be deemed to have arisen from a transaction of business in New York, and shall be resolved by application of the substantive laws of the State of New York.

14. **BINDING EFFECT:** This contract shall not be binding on Santoro until executed by SPONSOR and Santoro.

15. **EXHIBITION PLANNER CHECKLIST (EPC):**

- a. **FIREWORKS DISPLAY PERMIT:** (Note: The actual start and stop time of the display will be determined by the governmental authorities having jurisdiction over the display).

SPONSOR'S RESPONSIBILITY: It is Sponsor's responsibility to call your State, City, County, Town, Borough, or Village Fire Marshal or other appropriate authority to file for and obtain the Fireworks Display permit. Santoro will prepare the paperwork for the permit application on SPONSOR'S behalf. Upon receipt of your permit, you must send the permit to our office for our records no later than 30 days prior to your display date. Failure to do so could seriously jeopardize your display. You must obtain information on:

1. Filing application deadline and fees.
2. Local and state requirements for fireworks license for transportation and/or display. If a license is required, fax all forms immediately to us.
3. Fire Marshal's requirements for security of fireworks truck upon arrival, and the security of the fire zone before and during the display.
4. Federal regulations require that we carry an accurate route plan to the display site. Fax us a copy of the route instructions from the nearest US Interstate to the display area (approved by the fire marshal or other authority, if necessary).
5. Notify FAA on day of your display, according to the instructions in the FAA Letter of Approval, which will be forwarded to you prior to your display.

b. **COAST GUARD PERMITS (where required):**

1. If the fireworks are to be displayed on or near the water, the following may be required: (Requests for permits must be filed at least 60 days prior to the Display Date (135 days prior for 4th of July events).
2. Coast Guard Application and Permit to Handle Hazardous Materials.

Please initial each page.

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Sponsor


SANTORO

3. Coast Guard Marine Event Permit.

d. SPONSOR RESPONSIBILITIES AND EXPENSES (The following services need to be provided and paid for by the SPONSOR in addition to the Fireworks Display Price.)

1) SECURITY: MUST BE PROVIDED FOR FIREWORKS TRUCK(S) AND TO MAINTAIN THE FIRE SAFETY ZONE AT STAGING AREA FROM FIREWORKS TRUCK(S) ARRIVAL, UNTIL TRUCK DEPARTURE WHICH MAY BE FOLLOWING THE REQUIRED FIRST LIGHT DUD SEARCH ON THE MORNING AFTER THE DISPLAY.

2) Sand: Please provide _____ yards of sand.

3) Laborer(s): _____ laborers to arrive at fireworks site on _____ (They will not handle fireworks).

4) Hotel Room(s): _____ hotel rooms (within 10 miles of show site).

5) Vehicle(s): Four-wheel drive vehicle for movement on sand: Yes _____ No _____

6) If you have ordered a set piece(s), you are responsible for erecting the scaffolding and it must be ready when the crew arrives

d. RADIO SIMULCAST EXPENSES (if applicable):


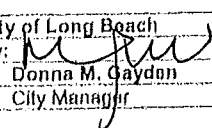
1) Set up and staff a fireworks simulcast command center on site by 1:00 PM on the display date.

2) Provide broadcast relay to Santora Firing Center. Call our office for details.

3) Speaker system for VIP viewing stands.

e. **INSURANCE:** Please list below the additional insured, as they should appear on the insurance certificate:

1. City of Long Beach New York, its employees, agents, and elected officials	3.
2.	4.

City of Long Beach	Date 7/8/2022	Santora Signature 	Date 7/8/22
By: 		Print Name AUGUST N. SANTORA, SA	
Donna M. Gaydon City Manager		Title	

Please initial each page.

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Sponsor


SANTORA

Santoro

DISPLAY SITE PLAN QUESTIONNAIRE

All items listed below are subject to all governing Federal, State, Municipal and local laws, rules, regulations and codes, state or local orders in effect, and to the conditions and limitations contained in the permits required or to be obtained by the user.

SPONSOR:

Display Date: July 8, 2022 Date: July 8, 2022 and July 10, 2022
Budget: \$40,000.00

Display Location: Long Beach on port coast guard app.

Time of Display: 7:11 p.m. (Note: The actual start and stop time of the display will be determined by the governmental authorities having jurisdiction over the display).

IMPORTANT: PLEASE PROVIDE A SITE PLAN FOR YOUR EVENT LOCATION, INDICATING WITH AN X THE EXACT SPOT WHERE FIREWORKS ARE TO BE SET-UP.

Local Fire Marshal:	Telephone No:
	Cell Phone No:
Crow Contact Person:	Telephone No:
	Cell Phone No:

The following information is necessary in order for us to provide your community or organization with a display that conforms with fireworks safety regulations and for the issuance of your insurance certificate.

DISTANCES, IN FEET, FROM THE FIRING AREA TO THE FOLLOWING:	FEET
SPECTATORS, AUDIENCE OR PARKED CARS.....	
OCCUPIED BUILDINGS (HOMES, APARTMENTS, ETC.).....	
PUBLIC BUILDINGS (SCHOOLS, HOSPITALS, CHURCHES, ETC.).....	
TEMPORARY EVENT SET-UPS (CONCESSIONS, TENTS, ETC.).....	
MAIN PARKING AREAS.....	
HIGHWAYS OR ROADS.....	
OVERHEAD OBJECTS (POWER LINES, LIGHT POLES, TREES, ETC.....	
FUEL STORAGE.....	

PLEASE PROVIDE DIRECTIONS FROM NEAREST INTERSTATE TO DISPLAY SITE. A MAP WOULD ALSO BE HELPFUL.

Local Motels/Hotels: _____ Telephone Nos. _____

Signature: _____

Title: Key Manager, Jr. (Sponsor)

Date: 7/8/22

Please initial each page.

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DMG
Sponsor

[Signature]
SANTORO



City of Long Beach

INTEROFFICE MEMO

To: Donna M. Gayden, City Manager
Inna Reznik, City Comptroller
Richard Berrios, Corporation Counsel

From: Joseph Febrizio, Commissioner, Public Works

JF 7/14/22

Subject: **Request for City Council Resolution – Emergency Sanitary Sewer Replacement
West Park Avenue between Grand Boulevard and New York Avenue**

Date: July 14, 2022

On July 14, 2022 this office received 1 bid for the above stated project. The purpose of this project is to replace a collapsed section of the sanitary sewer located at the above stated location. This project includes furnish and install of approximately 100 linear feet of sanitary sewer pipe

The sole bid received was from:

Thomas Novelli Contracting, Inc.
41 Sarah Drive
Farmingdale, NY.....\$200,000.00

Funding for this project is available in the following budget lines:

- H3018-52278 (Sewer Upgrades City Wide) - \$1,689.00
- H3019-52278 (Sewer Upgrades City Wide) - \$27,750.00
- H3021-52278 (Sewer Upgrades City Wide) - \$107,000.00
- H3022-52278 (Sewer Upgrades City Wide) - \$63,561.00

cc: Mindy Abrams, Corporation Counsel Office