

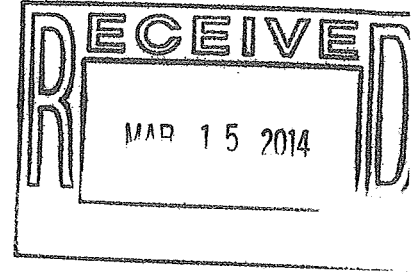
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OFFICE OF THE
ORANGE COUNTY DISTRICT ATTORNEY

LOCAL CRIMINAL COURT UNIT
18 SEWARD AVENUE, MIDDLETOWN, NEW YORK 10940
TEL: 845-615-3640 • FAX: 845-346-1189
www.orangecountygov.com



DAVID M. HOOVLER
District Attorney



March 12, 2014

Mr. Gilbert J. Piaquadio
Acting Town Supervisor, Town of Newburgh
1496 Route 300
Newburgh, NY 12550

RE: Community Prosecution Program

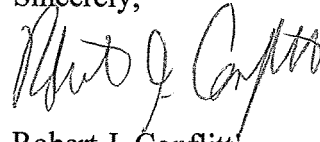
Dear Mr. Piaquadio:

District Attorney David M. Hoovler has committed himself and his office to a program of community prosecution, designed to involve the community, law enforcement, and other agencies and groups in a cooperative effort to remedy issues that lead to criminal activity in Orange County's communities. So far, among other things, the District Attorney has established a county-wide Community Advisory Board to provide input on issues relevant to community prosecution, and has established within his office a bureau with responsibility for coordinating community prosecution throughout the county.

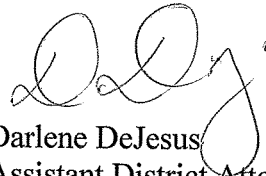
In an effort to involve your community in the District Attorney's community prosecution program, we would like to meet with you and the Town Board at any mutually convenient time. That way, we can begin to discuss those issues that you believe are relevant to your community, and that may be addressed through community prosecution. We'll only take a few minutes of your time, but would like to establish contact in order to discuss how we might implement the community prosecution program in your area.

At your convenience, please contact us at (845) 615-3640, so that we may arrange a time to meet. Together, we can make Orange County's communities better places to live and work.
Thank you.

Sincerely,



Robert J. Conflitti
Executive Assistant District Attorney
Chief, Special Projects and
Community Affairs Bureau



Darlene DeJesus
Assistant District Attorney
Community Affairs Coordinator



OFFICE OF THE
ORANGE COUNTY DISTRICT ATTORNEY

DAVID M. HOOVLER
District Attorney

Community Prosecution
Getting Started

“Community prosecution focuses on [1] *targeted areas* and involves a [2] *long-term*, [3] *proactive* [4] *partnership* among the prosecutor’s office, law enforcement, the community, and public and private organizations, whereby the authority of the prosecutor’s office is used [5] *to solve problems, improve public safety and enhance the quality of life in the community*. It involves combining the efforts of the prosecutor and the community to identify community problems and prevent crime.” American Prosecutors Research Institute, February 1995.

Targeted Areas:

The District Attorney’s Community Advisory Board has divided the County into seven regions.

- Region 1- Deerpark, Greenville, Minisink, Mount Hope, Otisville, Port Jervis, Unionville
- Region 2- Wawayanda, Wallkill, Middletown
- Region 3- Blooming Grove, Chester (Town & Village), Goshen (Town & Village),
Hamptonburgh, South Blooming Grove, Washingtonville
- Region 4- Crawford, Maybrook, Montgomery (Town & Village), Walden
- Region 5- Cornwall, Cornwall-on-Hudson, Harriman, Highland Falls, Highlands, Kiryas
Joel, Monroe (Town & Village), Woodbury (Town & Village)
- Region 6- Florida, Greenwood Lake, Tuxedo, Tuxedo Park, Warwick (Town & Village)
- Region 7- New Windsor, Newburgh (City & Town)

Further refinement of those regions is possible, as the community prosecution program develops.

What area(s) will be targeted?

Designated area should have some chance of success.

Long-Term:

District Attorney Hoovler has committed himself and his office to a program of community prosecution, designed to establish a cooperative effort to remedy issues that lead to criminal activity in Orange County’s communities. Among other things, the District Attorney has established a county-wide Community Advisory Board to provide input on issues relevant to community prosecution, and has established within the District Attorney’s Office a bureau with responsibility for coordinating community prosecution throughout the county.

Establishing the community prosecution program is, however, only a first step. Periodic evaluation of the program is necessary to determine whether initiatives are implemented properly, are effective, or are in need of modification. Possible measures that may be evaluated include:

1. Crime rate.
2. Number of calls for service.
3. Perception of safety in the community.
4. Level of community participation.

Proactive:

Rather than reacting when crimes occur, community prosecution involves strategies designed to be proactive, that is, to develop solutions to deal with crime before it happens, to address specific issues so as to prevent crime from recurring, and to allocate resources to address specific identified issues.

Possible strategies:

1. Targeting offenses that are of concern to that community.
2. Vertical prosecution, with one assistant district attorney assigned to each case from intake to disposition, providing consistency in case processing.
3. Assigning prosecution staff to specific geographic regions.
4. Civil sanctions.
5. Nuisance abatement.
6. Asset forfeiture – Vehicles, buildings, profits of criminal activity.
7. Diversion to treatment.
8. Narcotics evictions.
9. Mediation.
10. Clean-up and maintenance of public areas.
11. Targeted investigations.
12. Public education programs.
13. Publication of particular crime issues.
14. Community service for offenders.
15. Enforcing trespass laws by designating police as agents of property owners.
16. Alternative sentencing.
17. Community Probation/Parole Program – members of public monitor behavior of offender on probation or parole.
18. Neighborhood impact statements.
19. Drug free zones.

Partnership:

The cooperation of and open communication between a number of stakeholders is essential to the success of a community prosecution initiative. Historically, community-based initiatives have promulgated the notion that the community knows more about the conditions that cause crimes in the area than government agencies like law enforcement and prosecutors' offices. Furthermore, a community prosecution program requires frequent contact between the stakeholders, involving periodic meetings to determine the success and future course of the program.

Possible partners include:

- Residents
- Police and Sheriff's Departments
- Probation and Parole Departments
- Private Organizations
- Community Associations
- Youth Service Organizations
- Schools and Local Colleges
- Religious Groups
- Special Interest Groups
- Housing Authority
- Advocacy Groups
- Social Services
- Municipal Attorney
- Mayor's Office
- Code Enforcement Agencies
- Health and Human Services
- Child and Adult Protective Services
- Federal Law Enforcement Agencies
- Attorney General
- Corrections Departments
- Housing Agencies
- Hospitals
- Resident/Tenant/Homeowner Associations
- Youth Groups
- Media Outlets (both mainstream and secondary)
- Businesses, Merchants, Business Associations
- Former (now adult) Gang Members
- Parks Authorities
- Landlords

To Solve Problems, Improve Public Safety, and Enhance the Quality of Life in the Community

Community prosecution initiatives are designed to focus not on the individual crime, but on crime in the context of the community, seeking out its root causes, and to solve the problems that lead to crime. By focusing on the causes of crime, community prosecution seeks to prevent the next crime from happening. The intended result is to reduce crime and to enhance the quality of life in the community.

ORANGE COUNTY DISTRICT ATTORNEY CONTACTS

(845) 615-3640

Robert J. Conflitti
Executive Assistant District Attorney
Chief, Special Projects and
Community Affairs Bureau

Darlene DeJesus
Assistant District Attorney
Community Affairs Coordinator

April 14, 2014

To: Town Board Members

From: Thomas Dubetsky, Asst. Fire Inspector/Safety Officer

Re: Request for Unsafe Building Resolution 156 Brewer Road

SBL: 39-1-43

Following a request for investigation by the Cronomer Valley Fire Department relative to a structural collapse involving a barn, located on the above indicated parcel, the items listed below reflect the criteria for an Unsafe Building as per section 75-2 of the "Criteria for determination of unsafe conditions."

B. Those which, exclusive of the foundation, show thirty-three percent or more of damage or deterioration of the supporting member or members or fifty percent of damage or deterioration of the nonsupporting enclosing or outside walls or covering.

D. Those which have been damaged by fire, wind or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the Town of Newburgh.

Chapter 75
BUILDINGS, UNSAFE

- | | |
|--|---|
| § 75-1. Purpose. | § 75-5. Contents and service of notice. |
| § 75-2. Criteria for determination of unsafe conditions. | § 75-6. Failure to comply. |
| § 75-3. Inspection and report. | § 75-7. Emergency repair or removal. |
| § 75-4. Receipt and disposition of report. | § 75-8. Assessment of costs. |

[HISTORY: Adopted by the Town Board of the Town of Newburgh 9-23-1974 as Ch. 33 of the 1974 Municipal Code. Amendments noted where applicable.]

GENERAL REFERENCES

Building construction — See Ch. 71.
Clearing and grading — See Ch. 83.

Fire prevention — See Ch. 107.

§ 75-1. Purpose.

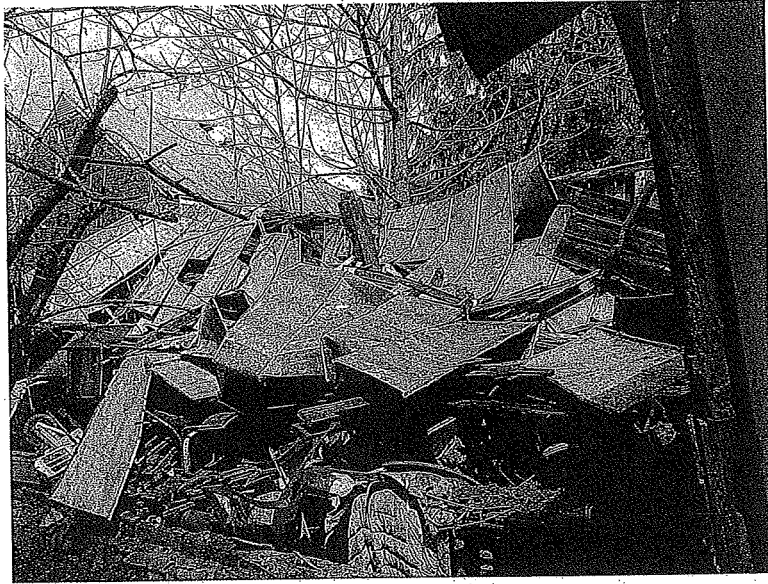
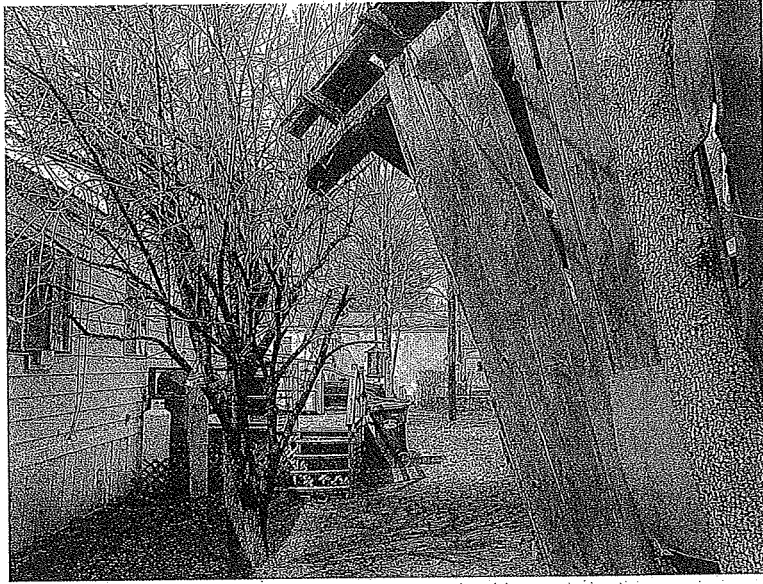
The purpose of this chapter is to promote, safeguard and preserve the health, welfare and property of the residents of and owners of property located in the Town of Newburgh by providing for the removal or repair of buildings within the limits of said Town of Newburgh which, from any cause, may now or shall hereafter become dangerous or unsafe to the public.

§ 75-2. Criteria for determination of unsafe conditions.

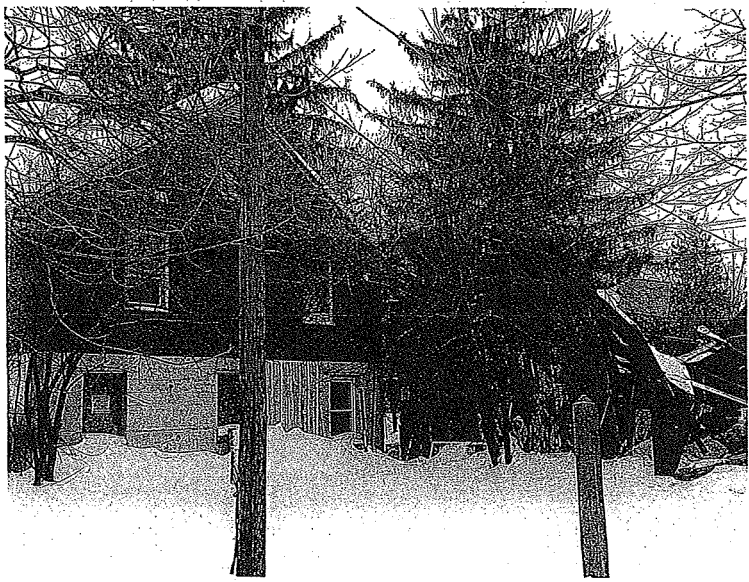
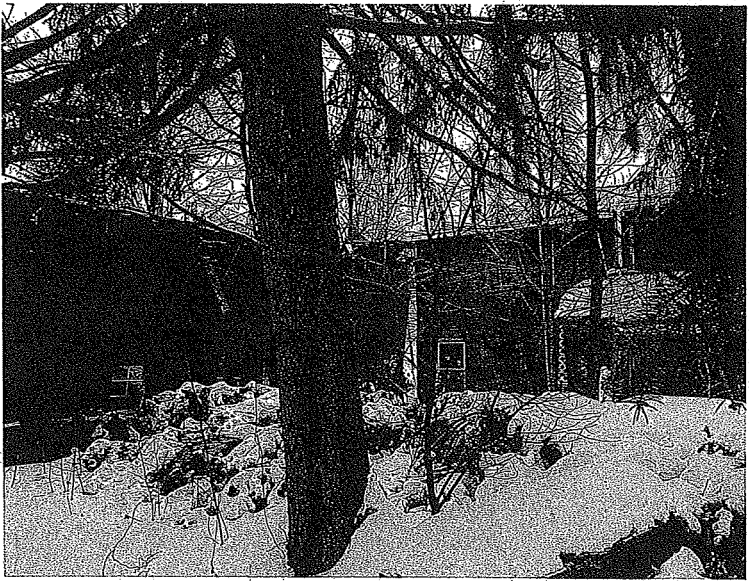
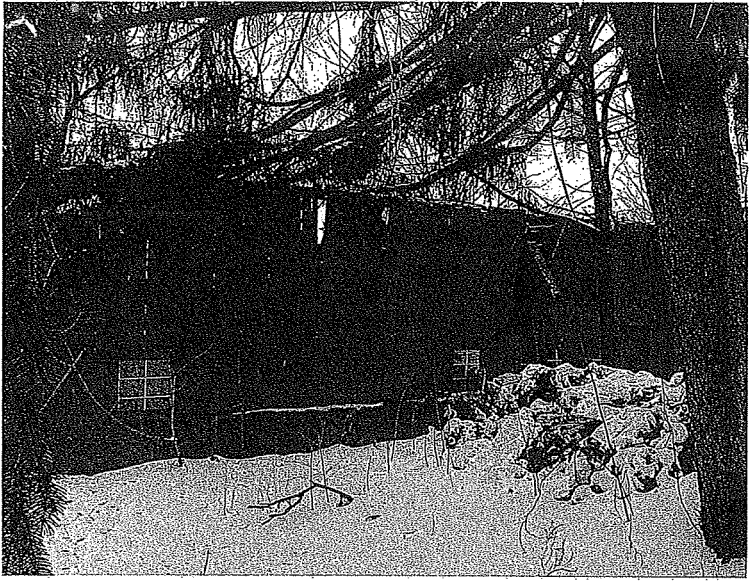
Any structure or building which has any of the following defects or conditions shall be deemed unsafe or dangerous within the meaning of this chapter:

- A. Those whose interior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside of the middle third of its base.
- B. Those which, exclusive of the foundation, show thirty-three percent (33%) or more of damage or deterioration of the supporting member or members or fifty percent (50%) of damage or deterioration of the nonsupporting enclosing or outside walls or covering.
- C. Those which have improperly distributed loads upon the floors or roofs or in which the same are overloaded or which have insufficient strength to be reasonably safe for the purpose used.
- D. Those which have been damaged by fire, wind or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the Town of Newburgh.

Photos taken:
04/14/2014



Photos taken - 02/25/2014



At a meeting of the Town Board
held at 1496 Rte. 300, in the Town of
Newburgh on the 21st day of
April 2014 at 7:00 pm

Present:

Elizabeth Greene, Councilwoman
Gilbert Piaquadio, Councilman/Acting Supervisor
Paul Ruggiero, Councilman
George Woolsey, Councilman

**RESOLUTION DETERMINING
UNSAFE BUILDINGS AND
ORDER TO MAKE SAFE OR
REMOVE**

WHERE AS, it was reported to the Town Board that a barn addressed as 156 Brewer Rd. .
in the Town of Newburgh owned by Lucy Ann Hokanson, said premises designated as
Section 39, Block 1, Lot 43 , might be dangerous or unsafe to the public and

WHERE AS, the Town Board ordered the Code Compliance Dept. to make an inspection
and report of said site, and

WHERE AS, the Code Compliance Dept. did so inspect and deliver a report on said
building to said Town Board on the 16th , day of April, 2014 and

WHERE AS, the Town Board has carefully considered said report.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of
Newburgh declares that the barn located on a portion of 156 Brewer Rd premises owned
by Lucy Ann Hokanson.said premises designated as Section 39, Block 1, Lot 43 is unsafe
and dangerous and comes within the confines of Chapter 75, Subsection 2, of the Town
of Newburgh Municipal Code.

BE IT FURTHER RESOLVED AND ORDERED, that said building shall be made safe
or removed and that work shall commence within (20) days of the serving of notice of
this Resolution and shall be completed (45) days thereafter.

BE IT FURTHER RESOLVED AND ORDERED THAT a notice containing the
information required under Section 75.5A.

The foregoing resolution was duly put to a vote on roll call which resulted as follows:

Elizabeth Greene voting
Gil Piaquadio voting
Paul Ruggerio voting
George Woolsey voting

WHERE AS, a Public Hearing has been scheduled for the 5th of May 2014 at 7:00 pm for the hearing of all disputes and challenges to the claiming of Unsafe Building status for the barn listed as 156 Brewer Road in the Town of Newburgh.

Unsafe Building
Town of Newburgh
Tax Map Section: 39-1-43
Code Compliance Department
Town of Newburgh
308 Gardnertown Rd.
Newburgh, New York 12550

Dear Ms. Hokanson, .

With reference to the above described property, the barn has been declared by the Town Board of the Town of Newburgh to be unsafe due to structural instability and partial collapse.

This notice as of this date includes an ORDER to make safe and secure or to remove said building shall commence within twenty (20) days of the serving notice as hereinafter provided, and shall be completed within forty – five (45) days thereafter.

That in the event of neglect or refusal of the persons served with this notice and order to comply with same, the Town Board will cause said building to be demolished and removed.

That the land on which said buildings or structures are located will be assessed for all costs and expenses incurred by the Town in connection with the proceedings to remove or secure including the cost of actually removing the said building or structure and/or a special proceeding to collect said cost including legal fees, may be instituted by the Town Board.

That on the 5th ,day of May 2014 at 7:00pm, at the Town Hall, 1496 Rte. 300 in the Town of Newburgh, a hearing will be held before the Town Board at which time and place you will be given an opportunity to be heard in response to the evidence presented by the Town.

Attached is a certified copy of the “Resolution Determining Unsafe Building and Order to Make Safe or Remove” as passed by the Town Board, Town of Newburgh, on the 21st day of April 2014.

This was certified by the Town Clerk on the 22nd day of April 2014

Your full cooperation in this matter will be appreciated and expected.

Dated: April 22,2014

Thomas Dubetsky
Public Safety Officer
Town of Newburgh

At a meeting of the Town Board
held at 1496 Rte. 300, in the Town of
Newburgh on the 21st day of
April 2014 at 7:00 pm

Present:

Elizabeth Greene, Councilwoman
Gilbert Piaquadio, Councilman/Acting Supervisor
Paul Ruggiero, Councilman
George Woolsey, Councilman

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ORDER TO MAKE SAFE OR
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Gil Piaquadio voting
Paul Ruggiero voting
George Woolsey voting

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Your full cooperation in this matter will be appreciated and expected.

Dated: April 22,2014

Thomas Dubetsky
Public Safety Officer
Town of Newburgh



John Platt
Commissioner

Town of Newburgh

Department of Public Works
Division of Water and Sewer
311 Route 32
Newburgh, NY 12550

Phone: 845-564-7813

Fax: 845-566-8903

(9)

MEMORANDUM

TO: Gil Piaquadio, Deputy Town Supervisor and Town Board Members

From: John Platt, Commissioner of Public Works

Date: April 10, 2014

Re: Award Recommendation for Chemical Bids

Please note below my recommendations for the award of Water Treatment Chemicals and Alum Sludge Removal Services to the Town of Newburgh Water Supply Department:

Alum Sludge Removal and Disposal Services:

Residuals Management Services, LLC dba: **EarthCare**: \$0.1089 per gallon

Water Treatment Chemicals:

- Item 1: Sodium Fluoride (CLFP): Thatcher Company (\$0.87 per pound)
- Item 2A: Sodium Hypochlorite (DAT): Slack Chemical (\$0.879 per gallon)
- Item 2B: Sodium Hypochlorite (CLFP): JCI Jones Chemical (\$0.89 per gallon)
- Item 3: Blended PolyOrthophosphate (CLFP): Shannon Chemical (\$1.24 per pound)
- Item 4: Hydrofluosilicic Acid (DAT): Coyne Chemical (\$3.268 per gallon)
- Item 5: Sodium Hydroxide (DAT): Surpass Chemical (\$1.287 per gallon)
- Item 6: Phosphoric Acid (DAT): Surpass Chemical (\$1.569 per gallon)
- Item 7: Soda Ash (DAT): Coyne Chemical (\$0.2027 per pound)
- Item 8: Sodium Bisulfite (DAT): Slack Chemical (\$1.69 per gallon)
- Item 9: Sulfuric Acid (DAT): NO QUALIFIED BIDDERS

TOWN OF NEWBURGH

WATER SUPPLY DEPARTMENT

343 ROUTE 32

NEWBURGH, NEW YORK 12550

TEL: (845) 564-2180

Fax: (845) 564-0091

Recommendations for providing Water Treatment Chemicals and Alum Sludge Removal Services to the Town of Newburgh Water Supply Department:

- Item 1: Sodium Fluoride (CLFP): Thatcher Company (\$0.87 per pound)
 - Item 2A: Sodium Hypochlorite (DAT): Slack Chemical (\$0.879 per gallon)
 - Item 2B: Sodium Hypochlorite (CLFP): JCI Jones Chemical (\$0.89 per gallon)
 - Item 3: Blended PolyOrthophosphate (CLFP): Shannon Chemical (\$1.24 per pound)
 - Item 4: Hydrofluosilicic Acid (DAT): Coyne Chemical (\$3.268 per gallon)
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 - Item 6: Phosphoric Acid (DAT): Surpass Chemical (\$1.569 per gallon)
 - Item 7: Soda Ash (DAT): Coyne Chemical (\$0.2027 per pound)
 - Item 8: Sodium Bisulfite (DAT): Slack Chemical (\$1.69 per gallon)
 - Item 9: Sulfuric Acid (DAT): NO QUALIFIED BIDDERS
 - Item 10: Citric Acid (DAT): Coyne Chemical (\$5.477 per gallon)
 - Item 11: Potassium Permanganate (CLFP): Coyne Chemical (\$1.9606 per pound)
 - Item 12A: Polyaluminum Chloride (DAT): Holland Company (\$2.20 per gallon)
 - Item 12B: Polyaluminum Chloride (CLFP): Holland Company (\$2.20 per gallon)
- NOTE: Items 12A & 12B should be awarded to current supplier (Holland Company) pending proof of testing by low bidder (Slack Chemical).

Alum Sludge Removal and Disposal Services:

Residuals Management Services, LLC dba: **EarthCare**: \$0.1089 per gallon

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the ___nd day of April, 2014 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Deputy Supervisor
and Councilman

George Woolsey, Councilman

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING
BUS OPERATOR SERVICE CONTRACT
WITH COUNTY OF ORANGE

Councilman/woman _____ presented the following resolution which was seconded by Councilman/woman _____.

WHEREAS, the County of Orange provides financial assistance for public transit services in Orange County; and

WHEREAS, the Town of Newburgh provides such services and is eligible for financial assistance from the County; and

WHEREAS, it is required by the County of Orange that the Town Board approve the certain Bus Operator Service Contract in connection with the provision of certain public transportation services by the Town which may be supported in part by payment of Federal and/or State transit funding assistance by the County to the Town of certain reimbursable operating expenses for a term commencing on April 1, 2014 and ending March 31, 2017, its form and manner of execution.

NOW, THEREFORE BE IT RESOLVED, that we the Town Board of the Town of Newburgh approve the Bus Operator Service Contract with the County of Orange as to its form and manner of execution and authorize the Deputy Supervisor to sign and deliver the agreement and/or ratifies his signature thereon; and

BE IT FURTHER RESOLVED, that the Deputy Supervisor and other officers and employees of the Town are hereby authorized and empowered to make, execute and deliver, or cause to be made, executed and delivered, in the name of and on behalf of the Town, all such certificates, agreements, documents and papers and to take such actions as may be necessary to effectuate and carry out the contents of the foregoing resolutions and the terms and conditions of the Agreement; and

BE IT FURTHER RESOLVED that the aforesaid resolutions shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

George Woolsey, Councilman voting _____

Elizabeth J. Greene, Councilwoman voting _____

Paul I. Ruggiero, Councilman voting _____

Gilbert J. Piaquadio, Deputy Supervisor and Councilman voting _____

The resolution was thereupon declared duly adopted.



Steven M. Neuhaus
County Executive

Orange County Department of Planning

124 Main Street
Goshen, NY 10924-2124
Tel: (845) 615-3810
Fax: (845) 291-2533

David F. Church, AICP
Commissioner

www.orange-county.gov/planning
planning@orange-county.gov

April 2, 2014

Gil Piaquadio, Supervisor
Town of Newburgh
311 Route 32
Newburgh, NY 12550

Dear Supervisor Piaquadio:

Enclosed please find your Bus Operator contract for this year.

Please review and sign where indicated and return the original to Ellen Russell at the address listed above. Please be advised that, as usual, current insurance certificates for liability, workers' compensation and disability are required to be submitted with the contract. The County of Orange should be listed as a certificate holder and an additional insured on the liability certificate. In addition, please submit a copy of the Town's current resolution authorizing the execution of this agreement

Once the agreement is fully executed, we will forward a copy to you.

If you have any questions, please do not hesitate to call me, Rob Parrington or Ellen Russell.

Sincerely,

John Czamanske
Deputy Commissioner

Enclosure

BUS OPERATOR SERVICE CONTRACT

THIS AGREEMENT, made by and between the COUNTY OF ORANGE, a municipal corporation having its principal office at the Orange County Government Center, 255 Main Street, Goshen, New York, (hereinafter referred to as the "COUNTY"), and the Town of Newburgh, a municipal corporation organized under the laws of the State of New York, having a mailing address of 311 Route 32, Newburgh, NY 12550 (hereinafter referred to as the "CARRIER").

WITNESSETH

WHEREAS, the COUNTY is desirous of assuring to the public the maintenance of bus transportation services at adequate levels and at a reasonable cost; and

WHEREAS, the CARRIER is in need of financial assistance in order to maintain open to the public transit service in Orange County at reasonable fares; and

WHEREAS, the COUNTY and the CARRIER are committed to making efforts to improve existing services and to reduce fares to certain groups; and

WHEREAS, the CARRIER has indicated a willingness to make such efforts if it receives financial assistance; and

WHEREAS, the COUNTY has, by Local Law No. 14 of 1974, pursuant to Section 119-r of the General Municipal Law, authorized the making of contracts for mass transportation services to be rendered to the public by privately or municipally owned or operated mass transportation facilities; and

WHEREAS, the COUNTY has applied for and received from the Commissioner mass transportation operating assistance payments (hereinafter referred to as "STOA payments"), pursuant to the provisions of Section 18-B of the Transportation Law, and intends to continue to apply for and expects to receive from said Commissioner of Transportation quarterly STOA payments, pursuant to the local assistance budget of the State as the same may be adopted and modified from time to time by the State Legislature; and

WHEREAS, Section 5307 of the Urban Mass Transportation Act of 1964, as amended, provides for the payment of Federal financial assistance for public transportation services in urbanized areas through a formula grant program administered by the FTA of the United States Department of Transportation; and

WHEREAS, the COUNTY is a grantee under the Section 5307 Program pursuant to grant application(s) and written agreement(s) with the FTA; and

WHEREAS, the CARRIER will use its eligible portion of the funds obtained by the COUNTY through these funding programs to support public mass transportation services.

NOW, THEREFORE, in consideration of the mutual promises herein set forth, the COUNTY and the CARRIER agree as follows:

1. **Definitions.** As used in this Agreement:

A. "Commissioner" means the Commissioner of Transportation of the State of New York or his duly authorized representative.

B. "Non-Deadhead Miles" means mileage other than mileage between the garage and the beginning of the route; mileage from the end of one route to the beginning of another route and mileage from the end of a route to a garage or other service or storage facility.

C. "FTA" means the Federal Transit Administration of the United States Department of Transportation.

D. "Project" means the provision of certain public mass transportation services by the CARRIER which may be supported from time to time by Federal and/or State funding provided under this Agreement by the COUNTY to the extent that such funding is made available by the FTA and State. The specific services to be supported with such funding will be identified in statements to the CARRIER which will include the amount to be paid, a description of the services being supported, and, for Federal funds, the relevant grant application or reference to same.

E. "Revenue Passenger" means a person who is transported between an origin and destination, both of which are within New York State, by mass transportation services for whom a per-passenger fare is collected by the public transportation system.

F. "State" means the State of New York.

G. "Vehicle Miles" or "Revenue Miles" means the sum of (a) the number of Non-Deadhead Miles traveled within the borders of Orange County on regularly scheduled lines provided that there are scheduled stops within Orange County and/or the number of Non-Deadhead Miles traveled within the borders of Orange County in demand-responsive service; and (b) the number of Non-Deadhead Miles traveled on regularly scheduled lines which run between Orange County and another New York State destination provided that such miles are not in counties involved in the New York Statewide Mass Transportation Operating Assistance Program; that no other operating subsidy monies are available for such runs; and that the passengers for such runs are, in the opinion of the COUNTY, primarily Orange County oriented.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the rendition of certain public transportation services by the CARRIER which may be supported in part by payment of Federal and/or State transit funding assistance by the COUNTY to the CARRIER of certain reimbursable operating expenses of the CARRIER associated with the rendition of such services, and also to provide for other pass-through Federal or State funding to the CARRIER as may be provided in a Federal or State grant application or Project application which may be approved during the term of this Agreement.

3. **Documents Comprising Agreement.**

A. This Agreement consists of this document and the following listed attachments:

Appendix A - New York State Required Clauses

- Appendix A-1 – Supplemental Title VI Provisions (Civil Rights Act)
- Appendix A- 2 – Iran Divestment Act
- Appendix B – Federal Required Clauses
- Appendix C – Agreement(s) between COUNTY and State and/or Federal Funding Agencies incorporated by reference

B. The CARRIER agrees to comply with all applicable terms and conditions contained in the aforementioned documents, including all applicable rules, regulations and project supporting information of Section 5307 of the Urban Mass Transportation Act of 1964 as amended and/or 17 N.Y.C.R.R. 975 Statewide Mass Transportation Operating Assistance Program, as amended.

4. Term of Agreement. The term of this Agreement shall be three (3) years commencing on April 1, 2014 and ending March 31, 2017 unless terminated earlier as provided herein.

5. Termination or Suspension.

A. Subject to Section 4 hereof, this Agreement shall remain in full force and effect for the duration of the program under which funds are provided to the COUNTY by the State of New York and/or the FTA, and in the event that no further funds are appropriated or made available to the COUNTY by the State or the FTA, then and in that event, this Agreement shall automatically terminate.

B. If the CARRIER discontinues the Project or Project services, or if, for any reason, the commencement, prosecution or timely completion of the Project by the CARRIER is rendered improbable, impossible or illegal, the COUNTY, by written notice to the CARRIER, may terminate any or all of the COUNTY's obligations under this Agreement or may suspend any or all of its obligations under this Agreement until the event or condition resulting in such suspension has ceased or been corrected to the satisfaction of the COUNTY.

C. Notwithstanding the provisions above, this Agreement may be terminated by the COUNTY without incurring liability to the CARRIER, upon ninety (90) calendar days notice, duly given to the CARRIER and the State Department of Transportation by the COUNTY.

D. Upon receipt of any such notice of termination or suspension, the CARRIER shall promptly carry out the actions required by such notice which may include any or all of the following: (1) termination or suspension of Project activities and such other action as the COUNTY deems necessary in order to minimize the cost basis for reimbursement; (2) furnishing a status report of the Project activities and the Project Account and a proposed schedule, plan and budget for terminating or suspending the Project; and (3) furnishing an estimate of costs.

E. If the CARRIER fails to furnish, within a reasonable time, a schedule, plan, and budget for the termination or suspension of the Project, the termination or suspension shall be carried out in accordance with such terms and conditions as the COUNTY may impose.

6. Service Level and Fares. The CARRIER shall make every effort to continue to maintain its existing level of service subject to seasonal adjustments, at its existing fare rate, including such changes as may be authorized by the appropriate regulatory agencies. The CARRIER

will cooperate with the COUNTY in an effort to improve its existing service without applying for an increase in its fare and in an effort to add additional routes and services at reasonable fares.

7. Reporting.

A. **QUARTERLY PASSENGERS & MILES REPORT.** The CARRIER shall certify to the COUNTY within ten (10) calendar days after the end of each calendar quarter during the term hereof (a) the total number of Revenue Passengers carried in revenue service by the CARRIER applicable to Orange County during such quarter; and (b) the total number of Vehicle Miles the CARRIER's equipment traveled in revenue service applicable to Orange County during such quarter. Due dates are as follows:

<u>Quarterly Period</u>	<u>Report Due</u>
April 1 - June 30	July 10
July 1 - September 30	October 10
October 1 - December 31	January 10
January 1 - March 31	April 10

The COUNTY makes no guarantee that compensation will be given for Revenue Passengers and/or Revenue Miles which are understated for the period of this Agreement if such understatement is confirmed by the subsequent investigative examination for that period.

B. **QUARTERLY FINANCIAL & OPERATING REPORT.** Within thirty (30) calendar days of the end of each calendar quarter the CARRIER must file with the COUNTY a quarterly income statement and statistical summary of operations with respect to the operations covered by this Agreement as well as the financial records and operating statements of allied or affiliated corporations from whom the CARRIER rents equipment or space, as prescribed in 17 N.Y.C.R.R. 975 promulgated pursuant to Section 18-B of the Transportation Law, unless such requirement is waived by the Commissioner. The CARRIER shall be limited to an allowance for profit of no more than 6.38% of the total passenger revenue unless the CARRIER shall demonstrate that it has improved service for the benefit of the residents of Orange County during the term of this Agreement.

C. The COUNTY may withhold payment, in its sole discretion, if the Quarterly Passengers and Miles Report and/or the Quarterly Financial and Operations Report are not submitted on time.

8. Annual Report and Audit. The CARRIER shall complete and furnish to the COUNTY such operating, service and financial data as requested by the COUNTY in order to fulfill the COUNTY's annual reporting and other certification reporting requirements of the State and the Federal Single Audit Act of 1984, as amended from time to time. Receipt of such data is a condition of payment, which may be withheld if such information is not submitted by the CARRIER to the COUNTY. If the CARRIER has an independent annual audit prepared and if such annual audit reviews CARRIER's STOA funding, a copy of the CARRIER's audit report shall be provided to the COUNTY.

9. **Records and Documentation.**

A. The CARRIER shall establish and maintain, in accordance with requirements established by the COUNTY, separate account(s) for each of the two sources of funding covered by this Agreement (STOA and 5307), either independently or within its existing accounting system, to be known as the "Project Accounts."

B. All costs charged to the Project Accounts shall be supported by properly executed true copies of payrolls, time records, invoices, contracts, receipts, vouchers, or other acceptable documentary evidence of the nature and propriety of the charges.

C. Any check or order drawn by the CARRIER with respect to any item which is or will be chargeable against the Project Accounts will be drawn only in accordance with a properly signed voucher then on file in the office of the CARRIER stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Projects shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

D. The CARRIER shall also retain all data, reports, records, logs, trip tickets, and other materials and information relating to activities covered by this Agreement for a period of three (3) years following the date upon which final payment is made to the CARRIER under this Agreement, and shall make the same available to the Commissioner, the State Comptroller, the United States Secretary of Transportation, the Comptroller General of the United States, and the COUNTY or their authorized representatives, for audit, inspection and copying, upon request.

E. The CARRIER shall maintain its accounting records for its sponsored bus operation in compliance with the Uniform System of Accounts for Bus Corporations as prescribed by the Commissioner and contained in Article 7 of Sub-Chapter D, of Chapter VI of Title 17 of the Official Compilation of Codes, Rules, and Regulations of the State and/or such other accounting standards as determined by the Commissioner, unless such requirement is waived by the Commissioner.

10. **Half-Fare Requirement.** The CARRIER agrees to provide transportation at no more than one-half the regular one-way fare (including transfers) to persons possessing one of the following valid forms of identification: Orange County Senior Citizen Identification Card, Medicare Card, or an American with Disabilities Act (ADA) Paratransit Eligibility Card. Fare discounts shall apply on all regularly scheduled and/or demand responsive trips where a person possessing one of the aforementioned forms of identification has an origin and destination in Orange County and one of the following adjacent counties in New York State: Dutchess, Rockland, Sullivan, or Ulster. Fare discounts shall apply on all demand-responsive trips where a person possessing one of the aforementioned forms of identification has an origin and destination in Orange County. The CARRIER also agrees to comply with the Federal requirements for reduced fares for persons with disabilities.

11. **Inspection Trips.** The COUNTY shall make periodic inspection trips over selected routes. The CARRIER shall provide two passes for the Orange County Planning Department staff for this purpose. Additional passes may be requested by Orange County Planning Department for the sole purpose of additional service inspections or service data collection efforts that require more than one individual.

12. **Open-to-the General Public.** The regularly scheduled, fixed-route, and/or demand-responsive service provided by the CARRIER must be open to the general public on a regular and continuing basis at all times the service operates. All services shall be provided in a manner that does not discriminate on the basis of race, color, creed, national origin, sex, age, or disabilities, and complies with all applicable Federal, State, and local Civil Rights and Human Rights laws with reference to the provision of services.

13. **Destination Signs and Major Stop Announcements.** Each regularly-scheduled, fixed-route bus equipped with a destination sign shall accurately display the destination of said route at all times said bus is in operation. In addition, stop announcements must be made by drivers or by automatic enunciators on fixed route services at transfer points, major intersections, and destination points. Furthermore, drivers are required to state the stop location and identify the route to boarding passengers at a multi-stop location. Failure to adhere to the aforementioned requirements may, at the discretion of the COUNTY and/or the State, result in the termination of the provision of COUNTY and/or State funding.

14. **Demand Responsive Service.** Unless otherwise approved by the COUNTY in a writing specifically referencing Section 14 of this Agreement, if the CARRIER provides a demand-responsive service, it shall adhere to the following:

A. Service must be advertised at least once a month in the official newspaper(s) of the municipalities in which the service operates and any other paper(s) specified by the Orange County Planning Department. CARRIER shall provide the COUNTY with copies of all advertisements, including dates upon which such advertisements appeared and the name(s) of the newspaper(s) in which they appeared.

B. STOA payments will be provided only for service within Orange County as follows:

(1) where the service is provided by a town that does not border a city, within that town's boundaries or such other boundaries of another municipality(ies) if such service is provided by written agreement between the municipalities and such written agreement is provided to the County;

(2) where service is provided by a town that borders a city, the town may provide service into and out of that city for town originating passengers only; and the town may traverse a city where the most expeditious route between two (2) points within a town is through the city; or

(3) where service is provided by a village or city, within three (3) miles of a village or city.

C. The service may not duplicate existing bus service, as determined by the County Commissioner of Planning.

15. **Schedules.** The CARRIER shall print up-to-date schedules for all routes serving Orange County and shall make copies of them readily available to bus passengers and the general public. In addition, the CARRIER shall supply the Orange County Department of Planning with two hundred (200) copies of such schedule each time a new schedule is printed. The CARRIER shall

also supply the COUNTY with a digital copy of each new schedule for publishing on the COUNTY's transit website.

16. Disclosure of Service. The CARRIER of all regularly-scheduled, fixed-route buses shall notify the principal clerk of every CARRIER through which said route passes and in which said buses permit passengers to board or disembark, in writing, of the following:

- A. The schedule of operation;
- B. The schedule of fares; and
- C. The location and the schedule of all stops.

The CARRIER shall be responsible for keeping this information current at all times.

17. Article 19-A. The CARRIER, by the signature of its authorized representative, certifies that each driver operating a bus in revenue service applicable to Orange County for the receipt of STOA payments has a Commercial Driver's License (CDL) that is valid for the type of bus he/she is operating and that all drivers are certified in accordance with Article 19-A of the State Vehicle and Traffic Law.

18. 24 Hour Contact Information. On April 1, 2014 and each April 1st thereafter during the term of this Agreement, the CARRIER shall provide to the COUNTY's Transit Coordinator at the address provided in Section 23 hereof, the 24-hour contact information of a representative employed by the CARRIER. CARRIER shall keep this information up-to-date and current at all times during the term of this Agreement by notifying the COUNTY's Transit Coordinator in accordance with the terms of Section 23.

19. Advertising.

A. Subject to Section 19(C) of this Agreement, the COUNTY permits the CARRIER to place advertisements and signage on COUNTY owned vehicles. The CARRIER agrees to use reasonable discretion in the selection and approval of advertisements that would appear on COUNTY owned equipment. The CARRIER also agrees to use such discretion in approving advertisements that appear on other equipment used for services supported by public operating assistance. Net revenues from advertising appearing on COUNTY owned equipment shall be accounted for by the CARRIER and used to support the operation of transit service in and for Orange County.

B. The COUNTY, at its sole expense, reserves the right to advertise public service information on vehicles owned by the COUNTY.

C. The COUNTY reserves the right to reject any paid or unpaid advertisements on vehicles owned by the COUNTY, except the CARRIER's own advertisement. The CARRIER agrees to immediately remove any such advertisement or signage at the direction of the County Executive, County Commissioner of Planning, or County Transit Coordinator. The CARRIER agrees that the COUNTY shall bear no liability for any expense incurred as a result of the rejection of any such advertisement or signage.

20. STOA Payments. Prior to each quarterly STOA payment, the COUNTY will furnish to the CARRIER a statement showing the total service (State Transportation Law Section 18-B and Dedicated Tax) payment received for the quarter, the amount of matching funds to be paid by

the CARRIER, any deduction, and any pro-rata allocation to be paid by the COUNTY to each CARRIER. The CARRIER agrees to pay to the County of Orange the COUNTY's matching share of the funds for quarterly STOA payments. The COUNTY will pay to the CARRIER in a timely manner, the CARRIER's share of the quarterly fund created by the service (State Transportation Law Section 18-B and Dedicated Tax) payments and the local matching payments, as allocated by the COUNTY after deducting reasonable auditing and other customary STOA expenses.

21. **Section 5307 Payments.** If Section 5307 payments are approved for payment to the CARRIER, the COUNTY will provide a statement to the CARRIER specifying the amount(s) to be paid and any program requirements which were a condition of approval by the FTA and/or State. This statement will also include any applicable Section 5307 Project Description(s) and Cost(s) and/or Project Application(s). If such notice is given, the COUNTY agrees to pay to the CARRIER the Federal Share to be provided to CARRIER for CARRIER's reimbursable operating or other eligible expenses incurred in carrying out a project, subject to any limitations applicable to such payments contained in the attachments hereto, or to laws, rules and regulations applicable thereto. This Agreement is not a guarantee of Federal funding assistance through the Section 5307 program. Federal funding assistance will be provided only if and when the FTA has approved one or more Section 5307 grant applications by the COUNTY for funding assistance.

22. **Indemnification and Insurance Requirements.**

A. The CARRIER agrees to protect, defend, indemnify, and hold the COUNTY and its officials and employees free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind and character arising directly or indirectly out of this Agreement, including, but not limited to, the amount of judgments, penalties, interest, court costs, legal fees. The CARRIER agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if such loss, claim, lien, demand, or cause of action is groundless, false, or fraudulent.

B. The CARRIER shall take out and maintain during the term of this Agreement worker's compensation and disability insurance, as well as automobile and commercial general liability insurance. The limits for worker's compensation and disability insurance shall be the state statutory limits. The automobile liability insurance shall include coverage for bodily injury and property damage, with minimum limits of \$1,000,000 aggregate and \$1,000,000 each occurrence. The comprehensive general liability insurance shall include broad form contractual liability, bodily injury, and property damage. The minimum limits for the comprehensive general liability insurance shall be \$1,000,000 aggregate and \$1,000,000 each occurrence. **The only exception to the above-stated limits shall apply where a CARRIER is using COUNTY-owned equipment to provide service. In those instances the minimum limits shall be \$5,000,000 for automobile liability insurance and \$5,000,000 for comprehensive general liability insurance. This requirement may be met by providing evidence of \$1,000,000 in primary automobile and \$1,000,000 in comprehensive general liability insurance and an umbrella or excess liability limit of \$4,000,000 or more.**

C. These policies must be so written as to insure against any contingent liability, shall be carried with an insurer authorized to do business in the State by the State Insurance Department, and, with the exception of workers' compensation and disability insurance, shall name the COUNTY as an additional named insured. The CARRIER shall furnish the COUNTY with certificates of

insurance at, or prior to, the inception of this Agreement. If the CARRIER is self-insured, it shall furnish the COUNTY with a statement from its chief executive officer or legal counsel stating that the CARRIER will provide the required insurance coverage and will name the COUNTY as an additional insured. All liability insurance shall cover and be applicable to all owned, non-owned, hired, or temporarily used vehicles by the CARRIER. Each insurance policy required under this Agreement to be supplied by the CARRIER shall have a requirement that it shall not be cancelled, nor coverage thereunder reduced without at least thirty (30) calendar days notice to the COUNTY, and that similar notice will be given prior to the expiration of the policy, if the policy is not to be renewed or if coverage is to be reduced upon renewal.

23. **Addresses For Notices.** All notices required to be sent hereby shall be sent, in writing, via certified U.S. Mail, return-receipt requested, addressed to the parties at the addresses herein below indicated:

To COUNTY:

Transit Coordinator
Orange County Department of Planning
124 Main Street
Goshen, New York 10924

To CARRIER:

John Grimm
Town of Newburgh
311 Route 32
Newburgh, NY 12550

Such notices shall be effective on the day received (or refused) by the recipient.

24. **Breach.** In the event the CARRIER breaches any requirement of Federal, State or Local law, or any rule or regulation of a supervisory authority having regulatory power and responsibility for the subject program, or any clause or requirement hereof, the COUNTY may, at its option and in its sole discretion, withhold payment of any part or all of the funds to be provided hereunder, or may pursue any other remedy available at law or in equity. A waiver of any right or obligation accruing hereunder shall not be deemed a permanent waiver thereof, nor of any other right or obligation.

25. **New York State Laws.**

A. This Agreement shall be governed by the laws of the State of New York. Any cases or controversies arising hereunder or out of the relationship between the parties hereto shall be heard in Supreme Court of the State of New York with venue in Orange County, or, if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

B. Part 975 of Title 17 of the Official Compilation of Codes, Rules and Regulations of the State is incorporated herein by reference thereto and made a part hereof.

26. **Entire Agreement.** This Agreement represents the entire understanding between the parties. No amendment or variation of the terms hereof shall be made except in writing, dated and signed by the principals of the parties in the same manner as this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the parties as of the date first above written.

(County Seal)

County of Orange, New York

Date: _____

By: _____

Stefan (Steven) M. Neuhaus

Title: County Executive

Town of Newburgh

Date: _____

By: _____

Gil Piaquadio

Title: Supervisor

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

December, 2012

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with New York State Information Security Breach and Notification Act	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a 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 contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a 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; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the 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, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State 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.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

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 shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, 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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX A-2
IRAN DIVESTMENT ACT

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

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract

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

NYSDOT reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

APPENDIX B – FEDERAL REQUIRED CLAUSES

CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d); 49 CFR Part 604

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(F); 49 CFR Part 605

The School Bus requirements apply to the following type of contract: Operational Service Contracts.

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.; 49 CFR Part 18

The Energy Conservation requirements are applicable to all contracts.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

LOBBYING

31 U.S.C. 1352; 49 CFR Part 19; 49 CFR Part 20

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Mandatory Clause/Language

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C.

1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A. Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325; 18 CFR 18.36 (i); 49 CFR 633.17

Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

49 CFR Part 18

The Federal Changes requirement applies to all contracts.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CLEAN AIR

42 U.S.C. 7401 et seq; 40 CFR 15.61; 49 CFR Part 18

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicable to all contracts.

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.; 49 CFR Part 31 18 U.S.C. 1001; 49 U.S.C. 5307

These requirements are applicable to all contracts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

TERMINATION

49 U.S.C. Part 18; FTA Circular 4220.1E

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

a. Termination for Convenience (General Provision) The County of Orange may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to County of Orange to be paid the Contractor. If the Contractor has any property in its possession belonging to the County of Orange, the Contractor will account for the same, and dispose of it in the manner the County of Orange directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County of Orange may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the County of Orange that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the County of Orange, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The County of Orange in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the satisfaction of the County of Orange, the breach or default of any of the terms, covenants, or conditions of this Contract within 30 days after receipt by Contractor of written notice from County of Orange setting forth the nature of said breach or default, County of Orange shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude County of Orange from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that County of Orange elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by County of Orange shall not limit County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The County of Orange, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the County of Orange may terminate this contract for default. The County of Orange shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the County of Orange may terminate this contract for default. The County of Orange shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the County of Orange, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and County of Orange shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County of Orange.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) **Background and Applicability**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the County of Orange. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County of Orange, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

PRIVACY ACT **5 U.S.C. 552**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts. The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of

the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623; 42 U.S.C. § 2000; 42 U.S.C. § 6102; 42 U.S.C. § 12112
42 U.S.C. § 12132; 49 U.S.C. § 5332; 29 CFR Part 1630; 41 CFR Parts 60 et seq.
The Civil Rights Requirements apply to all contracts.

Civil Rights - The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18; FTA Circular 4220.1E

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may

include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the County of Orange. This decision shall be final and conclusive unless within 10 days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the County of Orange. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County of Orange shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by County of Orange, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the County of Orange and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the County of Orange is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County of Orange or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS
49 U.S.C. § 5310, § 5311, and § 5333; 29 CFR Part 215

Applicability to Contracts

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.) These provisions are applicable to all contracts and subcontracts at every tier.

Transit Employee Protective Provisions. (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) **General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
49 CFR Part 26

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (*see* section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 13.5%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Orange County deems

appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)). The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Orange County. In addition is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

d. The contractor must promptly notify Orange County, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Orange County.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1E

The incorporation of FTA terms applies to all contracts.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County of Orange requests which would cause County of Orange to be in violation of the FTA terms and conditions.

DRUG AND ALCOHOL TESTING

49 U.S.C. §5331; 49 CFR Parts 653 and 654

The Drug and Alcohol testing provisions apply to Operational Service Contracts. Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 653 and 654, with certain exceptions for contracts involving maintenance services. Maintenance contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance subcontractors.

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the New York State Department of Transportation, or the County of Orange, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before January 1 and to submit the Management Information System (MIS) reports before March 1 to the County of Orange Transit Coordinator. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

PH: 845-566-7785
Fax: 845-564-2170

April 9, 2014

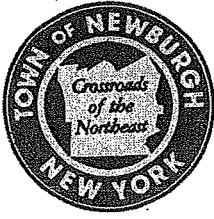
To: Gil Piaquadio, Deputy Supervisor
Town Board Members ✓

Cc: Jackie Calarco, Accountant

From: Charlene M Black, Personnel *CB*

Re: Part Time Animal Shelter Helper

Chantel Haight, Animal Control Supervisor, is presenting Thomas Small for approval, as a part time Animal Shelter Helper to replace your previously approved Jennifer Cronk. As always approval will be pending the outcome of his pre-employment physical, PPD and Drug/alcohol testing and paperwork. Enclosed please find his application and employee request form. If you have any questions please feel free to call Chantel Haight or myself.



TOWN OF NEWBURGH ANIMAL CONTROL &
SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

(845)561-3344

FAX: (845)561-2220

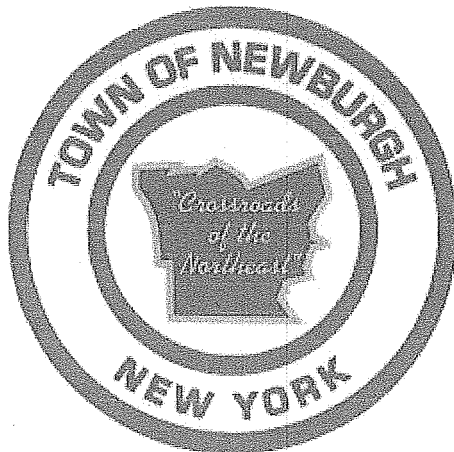
To: Town Board
From: Chantel Haight, Animal Control Supervisor
Date: April 8, 2014
Re: Open Kennel Position

After interviewing the candidates Chief Clancy and I have chosen Thomas Small Jr. for the open Animal Shelter Helper position. I am requesting the Town Board's approval to move forward with the process. Attached please find the required paperwork.

Thank you in advance for your consideration in this matter.

Chantel

Cc: Chief Clancy
Charlene, Personnel



14
13

Town of Newburgh
1496 Route 300
Newburgh, New York 12550
(845) 564-4552

Thank you for your interest in the Town of Newburgh Internship Program.

Requirements are:

1. You must be between the ages of seventeen to twenty two years or older.
2. Preference goes to Town of Newburgh Residents.
3. You must sign a release form.

Please respond to Deputy Supervisor Gil Piaquadio at
Councilmanpiaquadio@townofnewburgh.org with the following information:

1. Your area of Interest
2. The days and hours you would like to Intern
3. A short paragraph stating the reason you would like to Intern

This is not a paid internship, nor will you receive college credits.
This program will not fulfill community service ordered by a court. You will receive a letter from the town indicating your performance and time you donated.

The program is scheduled to start June 16, 2014 and last for six weeks

Again, thank you for your Interest.

Gil Piaquadio
Deputy Supervisor
Acting as Supervisor

April 21st Agenda

Interns

The Intern program would Start June 16th and last for six weeks

I would take on the task of assigning and scheduling the interns and the necessary releases.

If the board is in agreement we would advertise something like the following:

Acting Supervisor Gil Piaquadio has announced a summer intern program.

You learn a lot in school about the world but it's a whole new experience when you have to go out into the world to find a job in government or politics. Give yourself an advantage over your work competition by experiencing a government internship. Internships equip you with on-the-job training you can use to land your dream job in local, national, international government, or in various areas of education.

Summer internships are a good way to get your head out of the books and learn how government work's to create the laws that govern our town. Unfortunately interns are not paid but is a great experience and asset on you resume and you can select what department you have an interest in and what hours fit your schedule.

Please contact Acting Supervisor Gil Piaquadio at councilmanpiaquadio@townofnewburgh.org or 845 564-4552

PRESENT:

Gilbert J. Piaquadio, Deputy Supervisor
and Councilman

George Woolsey, Councilman

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

RESOLUTION OF TOWN BOARD
SCHEDULING A PUBLIC HEARING ON
A LOCAL LAW AMENDING SECTION
185-55 ENTITLED "PROCEDURES,
CONSTRUAL OF PROVISIONS;
CONFLICT WITH STATE LAW" OF
ARTICLE VIII ENTITLED 'BOARD OF
APPEALS' OF CHAPTER 185 ENTITLED
'ZONING' OF THE CODE OF THE
TOWN OF NEWBURGH: FEES FOR
INTERPRETATION APPLICATIONS

Councilman/woman _____ presented the following resolution which was seconded by
Councilman/woman _____.

WHEREAS, a Local Law Amending Section 185-55 Entitled 'Procedures; construal of provisions; conflict with state law" of Article VIII Entitled 'Board of Appeals' of Chapter 185 entitled 'Zoning' of the Code of the Town of Newburgh: Fees for Interpretation Applications was heretofore introduced before the Town Board of the Town of Newburgh in the County of Orange and State of New York by resolution adopted by the Town Board on April 2, 2014.

NOW, THEREFORE, BE IT RESOLVED that a copy of the aforesaid proposed local law in final form be laid upon the desk of each member of the Town Board at least seven (7) days prior to a public hearing on said proposed local law; and

BE IT FURTHER RESOLVED that the Town Board shall hold a public hearing in the matter of the adoption of the aforesaid local law to be held at the Town Hall at 1496 Route 300 the Town of Newburgh, New York on the ___ day of May, 2014 at 7:00 o'clock, p.m., and

BE IT FURTHER RESOLVED that the Town Clerk give notice of such public hearing by the publication of a notice in the official newspapers of the Town, specifying the time when and the place where such public hearing will be held at least three (3) days prior to the public hearing in accordance with the requirements of the Municipal Home Rule Law and Section 25-1 of the Town of Newburgh Municipal Code and by posting one copy of the local law together with the notice of hearing on the signboard of his office not later than the day such notice is published; and

BE IT FURTHER RESOLVED that copies of the aforesaid local law and notice of the public hearing be forwarded to all municipalities, agencies and boards required to receive such copies and notices in accordance with the provisions of the New York State General Municipal Law, the New York State Town Law and the Town of Newburgh Zoning Code.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

George Woolsey, Councilman voting _____

Elizabeth J. Greene, Councilwoman voting _____

Paul I. Ruggiero, Councilman voting _____

Gilbert J. Piaquadio, Deputy Supervisor and Councilman voting _____

The resolution was thereupon declared duly adopted.

**INTRODUCTORY LOCAL LAW # __ OF 2014
A LOCAL LAW AMENDING SECTION 185-55 ENTITLED "PROCEDURES;
CONSTRUAL OF PROVISIONS; CONFLICT WITH STATE LAW"
OF ARTICLE VIII ENTITLED "BOARD OF APPEALS" OF
CHAPTER 185 ENTITLED "ZONING"
OF THE CODE OF THE TOWN OF NEWBURGH:
FEES FOR INTERPRETATION APPLICATIONS**

BE IT ENACTED by the Town Board of the Town of Newburgh as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Section 185-55 Entitled 'Procedures; construal of provisions; conflict with state law' of Article VIII Entitled 'Board of Appeals' of Chapter 185 entitled 'Zoning' of the Code of the Town of Newburgh: Fees for Interpretation Applications".

SECTION 2 – PURPOSE

The purpose of this local law is to reconcile a discrepancy between Chapter 104 Entitled "Schedule of Fees" which provides for a fee for interpretation applications to the Zoning Board of Appeals and the Zoning Code, which provides that no fee shall be required for interpretation applications and to clarify that applications and requests by an official, board or agency of the Town are not subject to a fee.

SECTION 3 - AMENDMENT TO SECTION 185-55 OF ARTICLE VIII OF CHAPTER 185

Subsection 185-55E entitled "Forms and fees" of Section 185-55 entitled "Procedures; construal of provisions; conflict with state law" of Article VIII entitled "Board of Appeals" of Chapter 185 is hereby amended to read as follows:

"E. Forms and fees. All appeals and applications made to the Zoning Board of Appeals shall be in writing, on forms prescribed by the Board, and shall be accompanied by a fee as prescribed by Chapter 104, Fees of this Code. ~~However, no fee shall be required for applications requesting an interpretation as provided in § 185-54A of this Chapter.~~ Fees shall not apply to applications and requests made to the Zoning Board of Appeals by an official, board or agency of the town."

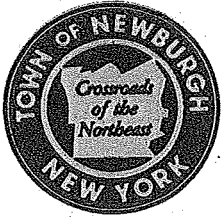
SECTION 4 – VALIDITY

If any clause, sentence, paragraph, word, section or part of this local law shall be adjudged by any court of competent jurisdiction to be unconstitutional, illegal or invalid,

such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, word, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

SECTION 5 - EFFECTIVE DATE

This Local Law shall take effect immediately when it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

**Michael Clancy
Police Chief**

(845) 564-1100

To: Acting Supervisor Piaquadio
From: Chief Michael Clancy
Subject: Surgery for K-9
Date: April 17, 2014

I have attached a copy of the Animal Specialty Center's estimate for the recommended spinal surgery for K-9 Varo. The estimate calls for a down payment of 75% for surgeries. I called the Center and asked that they waive the down-payment. I was told by a supervisor that they couldn't as it was a strict policy that applied to both governmental and non-governmental customers. Requiring down payments before surgical procedures is now quite common at animal hospitals.

As you know, local media reported on Varo's pending retirement and that spinal surgery could make Varo comfortable and extend his life. This brought a tremendous response from people who wanted to see the dog receive the much needed surgery. As of this morning, I have turned over to Accounting donations totaling \$8,830.00 to be deposited into the PD's trust account. More donations are expected based on several calls the Department has received. These monies should easily cover the surgery and a couple post-surgery examinations.

I am requesting that the Board approve the use the Town credit card or \$3,000 from the Trust and Agency Account for the down payment. \$3,000 is just over the required 75% of the high estimate of \$3,971.59.

Thank you for your time and consideration.



ADVANCED CARE FOR PETS

Animal Specialty Center
9 ODELL PLAZA
YONKERS, NY 10701
P 914-457-4000 F 914-457-4001
Animalspecialtycenter.com

Treatment Plan N-Large Animal Hemi T-L

Town Of Newburgh Police Dept (# 39500)
 300 Gardnertown Rd Main Phone: (845) 564-1100
 Newburgh, NY Work Phone: () - ext:

Apr 16, 2014

**Treatment #
49565**

Varo (# A)
 Species: Canine Sex: Male
 Age: 2 years and 7 months old
 Breed: German Shepherd Mix
 Coat Color: (None)
 Weight: 0 kg.
 Rabies Tag Number:

Code	Description	Low Qty	High Qty	Low Price	High Price
SVNE31	Laminectomy, Thoracolumbar Hemi	1.00	1.00	\$ 2,585.44	\$ 3,185.38
ANESTH9	Anesthesia / Monitoring level 3 Group	1.00	1.00	\$ 0.10	\$ 0.10
ANESTH6	Exam Pre-anesthesia	1.00	1.00	\$ 0.10	\$ 0.10
ANESTH7	Preanesthesia / Induction	1.00	1.00	\$ 31.20	\$ 31.20
ANESTH2	Anesthesia first 1/2 hour	1.00	1.00	\$ 162.24	\$ 162.24
ANESTH11	Anesthesia Monitoring Level 3	1.00	1.00	\$ 210.91	\$ 210.91
ANESTH3	Anesthesia / Monitoring addit. 15 minutes	3.00	4.00	\$ 210.90	\$ 281.20
FLUID4	Fluids, Initial Set-Up	1.00	1.00	\$ 151.42	\$ 151.42
FLUID2	Fluid Administration Set	1.00	1.00	\$ 8.06	\$ 8.06
FLUID3	Fluid, first bag	1.00	1.00	\$ 0.00	\$ 0.00
MDSERV61	Catheter IV Peripheral	1.00	1.00	\$ 32.45	\$ 32.45
FLUID5	Fluid Maintenance	3.00	4.00	\$ 79.65	\$ 106.20
FLUID6	Fluids each additional bag	5.00	8.00	\$ 202.30	\$ 323.68
PH1457	Potassium Chloride .20mEG additive	5.00	8.00	\$ 62.40	\$ 99.84
INJ75	Solu-Medrol 500ml/vl	2.00	3.00	\$ 107.48	\$ 145.17
INJ39	Famotidine 10mg/ml/ml	1.00	1.00	\$ 32.84	\$ 59.89
PH2426	Hydromorphone 2mg/ml	1.00	1.00	\$ 29.75	\$ 60.54
INJ61	Cefazolin Inj	1.00	1.00	\$ 32.26	\$ 53.31
INJ80	Convenia 80mg/ml per 0.1ml	1.00	1.00	\$ 35.54	\$ 71.38
SS1	CRI / daily	3.00	4.00	\$ 240.24	\$ 320.32
INJ01	Fentanyl 50mcg/ml/ml	1.00	1.00	\$ 32.93	\$ 71.86
INJ01	Fentanyl 50mcg/ml/ml	1.00	1.00	\$ 32.93	\$ 71.86
INJ01	Fentanyl 50mcg/ml/ml	1.00	1.00	\$ 32.93	\$ 71.86
HOSP3	Hospital Level 2 Group	3.00	4.00	\$ 485.31	\$ 647.08
HOSP5	Doctor Evaluation/ professional care	3.00	4.00	\$ 0.00	\$ 0.00
HOSP6	Patient Care	3.00	4.00	\$ 0.00	\$ 0.00
HOSP8	Hospital Care 1	3.00	4.00	\$ 415.74	\$ 554.32
PH2455	Tramadol 50mg	1.00	1.00	\$ 32.13	\$ 66.78
SVG467	Urinary Catheterization - complicated	0.00	1.00	\$ 0.00	\$ 160.54

Town Of Newburgh Police Dept (# 39500)

Varo (# A) - Continued

Code Description	Low Qty	High Qty	Low Price	High Price
			Total for Varo: \$ 5,247.25	\$ 6,947.69
			Total Products: \$ 5,247.25	\$ 6,947.69
			Discount: \$ 0.00	\$ (80.27)
			Law Enforcement Dog: \$ (2,563.72)	\$ (2,897.73)
			Sales Tax \$ 1.43	\$ 1.96
			Total Treatment: \$ 2,684.96	\$ 3,971.59

Dr. Jason Berg
Emergency CC ECC

Consent 1 of 2 for Varo

**** AUTHORIZATION FOR ALL MEDICAL PROCEDURES AND TREATMENT ****

I, the undersigned, certify that I am the owner, or, authorized agent for the owner, of Varo. I authorize the doctor on duty and the assistants to perform the procedures listed in the above treatment plan and estimate, including the administration of pain relief medications, sedative and /or anesthetics, as well as any necessary and appropriate medical, radiological, surgical, diagnostic and/or emergency care. I have been advised as to the nature of the procedures and the potential risks, and I understand the reason why such medical and/or surgical treatment is considered necessary, as well as its advantages and possible complications, if any. I also understand that no guarantee of successful treatment can be made by any doctor or veterinarian assistant.

In some cases it is impossible to accurately estimate the total charges involved because the total extent of the injuries or illness may not be immediately apparent. The results of blood tests, urinalysis, radiographs, etc.. may be needed before the doctor can approximate the total expense. Additionally, it is impossible to accurately estimate the time an individual animal needs to respond to a treatment plan; and this factor will affect the total cost. It is understood that these are estimated fees.

If additional treatment is needed that exceeds the estimated range, the hospital will contact me with an updated treatment plan and estimate to obtain my permission to proceed, and I will increase my deposit accordingly. In the event that any urgent care requirements arise and the hospital makes a reasonable attempt but is not able to contact me, I grant permission to render to my animal what emergency and life-stabilizing treatments are deemed necessary by hospital personnel and agree to pay for these emergency and life-stabilizing treatments even if they exceed this estimate.

In the event that, Varo, requires the use of general anesthesia, I have been informed that there are certain risks and complications associated with any use of general anesthesia. By signing, I authorize the use of appropriate anesthesia and pain relief medications as needed. I have been informed that there are risks associated with the use of any medications.

I understand that prices on this treatment plan and estimate are valid for 30 days from the estimate date. If additional care is necessary, and exceeds the initial estimate, we will require payment of the current balance in full plus an additional 75% of the new estimate.

A MINIMUM DEPOSIT OF 75% OF THE ESTIMATE IS REQUIRED AT THIS TIME.

I will assume full financial responsibility for any and all charges and services incurred to Varo while in the hospital and agree to pay all such charges at the time of release of Varo.

I hereby certify that I have carefully read and fully understand this authorization for medical and/or surgical procedures and treatments.

Signature Here

Today's Date Here

Date

Consent 2 of 2 for Varo

Town Of Newburgh Police Dept (# 39500) - Continued

Initial Please



I hereby request that in the event my pet's heart and or breathing should stop, **NO PERSON SHALL ATTEMPT TO RESUSCITATE MY PET.**

This request is being made after a doctor or other staff member from Animal Specialty Center # 814 has discussed the seriousness of Varo medical condition with me and the consequences of this **NOT TO RESUSCITATE** order.

Initial Please



Should Varo require cardiopulmonary resuscitation (CPR), including cardiac compression, defibrillation, positive pressure respiration, emergency drugs, or other heroic interventions, I request that the doctor(s) at Animal Specialty Center #814 pursue such medical care as indicated below. Having requested such emergency procedures, I agree to be held financially responsible for all services performed while staff members pursue treatment and try to reach me for further directions. Regardless of Varo survival, I agree to pay this fee in addition to the other fees already identified by the practice and agreed upon by me.

16 A

Add on



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

Michael Clancy
Chief of Police

(845) 564-1100

April 21, 2014

To: Town Board

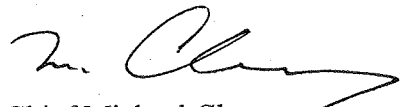
From: Chief Michael Clancy

Subject: Authorization to Use T-90 Account

The Police Department has received \$10,500.00 to date in donations for K-9 Varo's surgery and related expenses, which has been deposited into the T-90 account.

On March 17, 2014 K-9 Varo had a MRI. I am requesting authorization to utilize funds in the T-90 account to pay for the MRI in the amount of \$1,407.62.

Respectfully Submitted,



Chief Michael Clancy

167



ADVANCED CARE FOR PETS

Animal Specialty Center
9 ODELL PLAZA
YONKERS, NY 10701
P 914-457-4000 F 914-457-4001
Animalspecialtycenter.com

Town Of Newburgh Police Dept (# 39500)
300 Gardnertown Rd
Newburgh, NY

Apr 10, 2014
Invoice Number
161081

Payment on Account

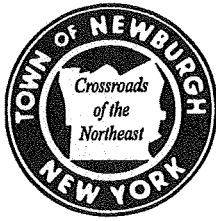
Previous Balance: \$ 1,496.12
Total Payments - Thank you:
Check(4512) \$ 87.50
New Balance Due: \$ 1,407.62

Current Accounts Receivable Status

Current Invoice:	0 to 30 Days	31 to 60 Days	61 to 90 Days	Over 90 Days	Total A/R
\$ 0.00	\$ 1,407.62	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,407.62

*Bounced checks are subject to a \$25.00 NSF fee including the check amount.

17A



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177

FAX 845-561-8987


TODD DEPEW
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Acting Supervisor, and Town Board Members

FROM: Todd DePew, Highway Superintendent

DATE: April 16, 2014

RE: Bid Brush Grinding



4/16/14

Please award the bids for the Brush Grinding to the following vendor. Thank you

Brush Grinding:
Rancourt & Son Land Clearing Corp
27 Hillside Road
Poughquag, NY 12570

Amount of Bid: \$280.00 per hour

TD/ch
cc: John Platt, DPW Commissioner

BID OPENING 16-Apr-14
 BRUSH GRINDING 10:30 AM

BIDDERS	PER HOUR				
RTI INDUSTRIES	\$400.00				
ALMSTEAD NURSERY	\$437.00				
RANCOURT & SON LAND CLEARING CORP	\$280.00				

17B



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177
FAX 845-561-8987

TODD DEPEW
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Acting Supervisor, and Town Board Members
FROM: Todd DePew, Highway Superintendent
DATE: April 16, 2014
RE: Cold Milling Machine

[Handwritten signature]
4/16/14

Please award the bid for the Cold Milling Machine to the following vendor. Thanking you in advance.

Milling Machine with minimum milling width of 6'3":	
Villager Construction	\$4,300.00 per 8 hr day
425 Old Macedon Center Road	\$975.00 mobilization
Fairport, NY 14450	\$500.00 per move

Milling Machine with minimum milling width of 4':	
Consorti Bros. Paving & Seal Coating	\$3,150.00 per 8 hr day
208 South Plank Road	\$350.00 mobilization
Newburgh, NY 12550	\$350.00 per move

This was awarded to the lowest bidder based on the bid award specifications of 3 moves.

TD/ch
cc: John Platt, DPW Commissioner

BID OPENING

16-Apr-14

10:15 AM

COLD MILLING MACHINE

	(A) PER ATTACHED SPEC SHEETS MIN 6 FT 3 IN	(B) PER ATTACHED SPEC SHEETS MIN 4 FT	(C) MOBILIZATION	(D) MOVE		
PECKHAM ROAD CORP	\$4,635.00	N/B	\$995.00	\$400.00		
CONSORTI BROS PAVING & SEAL COATING	N/B	\$3,150.00	\$350.00	\$350.00		
GARRITY ASHPHALT RECLAIMING	\$4,500.00	\$3,400.00	\$875.00	\$400.00		
VILLAGER CONSTRUCTION	\$4,300.00	\$3,300.00	\$975.00	\$500.00		

19C



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177
FAX 845-561-8987

TODD DEPEW
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Acting Supervisor, and Town Board Members
FROM: Todd DePew, Highway Superintendent
DATE: April 16, 2014
RE: Bids Summer Material

Please award the bids for summer materials to the following vendors, also indicated on the bid sheets that are attached. Thanking you in advance.

Item 1 – Cold Patch (1A)	JKN Trucking	\$100.00 ton delivered
Item 2A – ¼” NYS # 1A	Callahan & Nannini	\$16.00 ton at plant loaded
2B – 3/8” NYS #1 ST	Bruce Donohue Trucking	\$19.00 ton delivered
	Callahan & Nannini	\$16.00 ton at plant loaded
	Deckelman	\$15.49 ton delivered
2C – Screenings	Tilcon	\$14.00 ton at plant loaded
	JKN Trucking	\$14.00 ton delivered
Item 3 - Item 4	Callahan & Nannini	\$10.00 ton at plant loaded
	Highland Stone	\$10.00 ton at plant loaded
	Tilcon	\$10.00 ton at plant loaded
	Callahan & Nannini	\$13.44 ton delivered
Item 4 – Guide Rail & Post	Chemung Supply	per attached sheets
Item 5 – Chip Spreader w/operator	Peckham Materials	\$195.00 per hour
Item 6 –Rubber Tire Roller	Peckham Materials	\$65.00 per hour
Item 7 – Aluminum Structural Plate Box Culvert	Chemung Supply	per attached sheets
Item 8 – Center Line & Edge Line	Atlantic Pavement Marking	\$309.00 Center Line \$188.00 Edge Line

TD/ch
cc: John Platt, DPW Commissioner

BID OPENING

16-Apr-14

10:00 AM

ITEM # 2

CRUSHED STONE

2A - 1/4" NYS # 1A

2B - 3/8" NYS # 1ST

2C - SCREENINGS

	AT PLANT LOADED PER TON	DELIVERED TO TOWN OF NEWBURGH PER TON	AT PLANT LOADED PER TON	DELIVERED TO TOWN OF NEWBURGH PER TON	AT PLANT LOADED PER TON	DELIVERED TO TOWN OF NEWBURGH PER TON
BIDDEERS						
BRUCE DONAHUE TRUCKING	N/B	\$19.00	N/B	N/B	N/B	\$15.25
K & A TRUCKING	N/B	\$19.50	N/B	\$18.50	N/B	\$14.25
CALLAHAN & NANNINI QUARRY	\$16.00	\$19.74	\$16.00	\$19.74	\$16.00	\$19.74
DECKELMAN,LLC	N/B	N/B	N/B	\$15.49	N/B	\$14.25
TILCON NY, INC	\$16.50	\$23.20	\$16.50	\$23.50	\$14.00	\$20.70
JKN TRUCKING	N/B	N/B	N/B	\$17.25	N/B	\$14.00

2014

GUIDE RAIL AND POST INSTALLATION

CORRUGATED BOX BEAM AND GUIDE RAIL MATERIALS MEETING GALVINIZED SPECIFICATIONS

Removal & replacement of guide rail	per hr <u>294.00</u>
Complete layout and installation of guide rail and posts per New York State Specifications	W Beam 12'6" spacing <u>8.74 L.F.</u>
Complete layout and installation of guide rail and posts per New York State Specifications	W Beam 6'3" spacing <u>9.64 L.F.</u>
Complete layout and installation of guide rail and posts per New York State Specifications	Box Beam 6'3" spacing <u>13.84 L.F.</u>
Corrugated beam type guide rail – punched 6'3"	Per lineal ft <u>8.18</u>
Corrugated beam type guide rail – punched 6'3"	
Curved to special radius:	
Curved to 50' radius and up	Each <u>143.60</u>
Curved 40' to 50' radius	Each <u>143.60</u>
Curved 30' to 39' radius	Each <u>143.60</u>
Curved 20' to 29' radius	Each <u>143.60</u>
Corrugated beam type guide rail – length 13'6 1/2" (shop curved rail) (approach and terminal)(rotation 90 degrees)	Each <u>134.10</u>
3" x 2-3/8" 1 intermediate guide rail posts – length 5'3"	Each <u>59.60</u>
Flared type terminal sections 12 gauge	Each <u>34.80</u>
Wrap around type terminal sections 12 gauge	Each <u>58.20</u>
Concrete anchor unit with all necessary hardware	Each <u>564.00</u>
Galvanized splice bolts 1 1/4" x 5/8"	Each <u>1.12</u>
Galvanized post bolts 5/16" x 1 3/4" with washer & nuts	Each <u>1.12</u>
Galvanized post bolts 2" x 5/8"	Each <u>1.12</u>
Galvanized support bolts 1/2" x 1 1/2", 2 nuts no washers	Each <u>1.12</u>
6" x 6" x 24' box beam type guide rail including self angle, splice plates, nuts & bolts	Per lineal ft <u>47.20</u>
6" x 6" box beam type guide rail curved to special radius	Per lineal ft <u>56.10</u>
6" x 6" box beam type guide rail shop cuts & mitered curved rail	Per lineal ft <u>56.10</u>
6" x 6" box beam guide rail end sections	Each <u>624.00</u>
3" I beam guide rail posts 5'3" long intermediate type post for box beam rail	Each <u>60.40</u>
3" I beam guide rail posts 3'8" long & type post for box beam rail	Each <u>60.40</u>

2014

CORRUGATED BOX BEAM & GUIDERAIL MATERIALS MEETING MAYARI SPECIFICATIONS

Removal and replacement of guide rail	per hr <u>384.00</u>
Mayari corrugated beam type guide rail – punched 6'3"	Per lineal ft <u>9.94</u>
Mayari corrugated beam type guide rail – punched 6'3" curved to special radius:	
Curved to 50' radius and up	Each <u>136.40</u>
Curved 40' to 50' radius	Each <u>136.40</u>
Curved 30' to 39' radius	Each <u>136.40</u>
Curved 20' to 29' radius	Each <u>136.40</u>
Mayari corrugated beam type guide rail – length 13' 6 1/2" (shop curved rail) (approach & terminal) (rotation 90 degrees)	Each <u>177.10</u>
3" x 2-3/8" Mayari I intermediate guide rail posts – length 5'3"	Each <u>68.20</u>
Mayari flared type terminal sections 12 gauge	Each <u>52.05</u>
Mayari wrap around type terminal sections 12 gauge	Each <u>67.80</u>
6" x 6" x 24' Mayari box beam type guide rail including self angle, splice plates, nuts & bolts	Per lineal ft <u>n/A</u>
6" x 6" Mayari box beam type guide rail curved to special radius	Per lineal ft _____
6" x 6" Mayari box beam type guide rail shop cuts & mitered curved rail	Per lineal ft _____
6" x 6" Mayari box beam guide rail end sections	Each _____
3" Mayari I beam guide rail posts 5'3" long intermediate type posts for box beam guide rail. The bottom portion of the I beam post that is placed into the ground will be hot dipped galvanized.	Each _____
3" Mayari I beam guide rail posts 3'8" long end type posts for box beam guide rail	Each _____



Ph. (607)733-5506, Fax. (607)732-5379
www.chemungsupply.com

April 9, 2014

Town of Newburgh

We are pleased to quote you on the following aluminum structural plate box culverts:

Aluminum Box Culvert #1G

8'9" x 2'6" \$513.02/'
Basewall \$2018.00ea
Corner panel \$1134.00ea

Aluminum Box Culvert #4G

10'0" x 4'10" \$649.60/'
Basewall \$2540.00ea
Corner panel \$1408.00ea

Aluminum Box Culvert #8H

10'2" x 2'8" \$656.10/'
Basewall \$2560.00ea
Corner panel \$1284.00ea

Aluminum Box Culvert #10I

10'11" x 4'3" \$792.00/'
Basewall \$2712.00ea
Corner panel \$1420.00ea

Aluminum Box Culvert #17I

12'3" x 4'5" \$920.18/'
Basewall \$2740.00/ea.
Corner panel \$1420.00ea

Aluminum Box Culvert #19I

12'11" x 6'10" \$1079.20/'
Basewall \$3184.00/ea.
Corner panel \$1684.00/ea.



Chemung Supply Corp. ♦ P.O. Box 527 ♦ Elmira, NY 14902



Ph. (607)733-5506, Fax. (607)732-5379

www.chemungsupply.com

Aluminum Box Culvert #25I

14'1"x6'2" \$1094.60'
Basewall \$3199.60ea
Corner panel \$1702.20ea

Aluminum Box Culvert #27I

14'8" x 4'1" \$1336.00/'
Basewall \$2940.00ea
Corner panel \$1444.60ea

Aluminum Box Culvert #32J

15'9"x8'0" \$1344.60'
Basewall \$2960.00
Corner panel \$1412.00

Aluminum Box Culvert #37J

16'6" x 6'8" \$1708.10/'
Basewall \$3480.00/ea.
Corner panel \$1760.80/ea.

Aluminum Box Culvert #42J

18'7"x5'4" \$1712.40'
Basewall \$3614.00ea
Corner panel \$1820.00ea

Aluminum Box Culvert #52I

20'10" x 8'1" \$2221.80'
Basewall \$4510.00/ea.
Corner panel \$2268.00/ea.

Aluminum Box Culvert #60H

22'1"x9'3" \$2314.20'
Basewall \$4508.00ea
Corner panel \$2316.00ea



Chemung Supply Corp. ♦ P.O. Box 527 ♦ Elmira, NY 14902



Ph. (607)733-5506, Fax. (607)732-5379
www.chemungsupply.com

Aluminum Box Culvert #66H

22'9"x8'10" \$2324.60'
Basewall \$4590.00ea
Corner panel \$2344.10ea

Aluminum Box Culvert #78G

24'4" x 8'2" \$2340.00/'
Basewall \$4610.00ea
Corner panel \$2360.00ea

Aluminum Box Culvert #80G

24'7"x9'9" \$2384.10'
Basewall \$4604.00ea
Corner Panel \$2364.00ea

Aluminum Box Culvert #83G

25'2"x7'0" \$2360.40'
Basewall \$4610.00ea
Corner panel \$2384.00ea

Aluminum Box Culvert #87G

25'2"x10'2" \$2416.40'
Basewall \$4620.00ea
Corner panel \$2380.10ea

All prices are delivered.

Thank you for the opportunity of quoting.
Very truly yours,

Chemung Supply Corp.



Chemung Supply Corp. ♦ P.O. Box 527 ♦ Elmira, NY 14902

17D



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177
FAX 845-561-8987

TODD DEPEW
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Acting Supervisor, and Town Board Members

FROM: Todd DePew, Highway Superintendent

DATE: April 16, 2014

RE: Tree Cutting

TD
4/16/14

Please award the bid for the Tree Cutting to the following vendor. Thanking you in advance.

Tree Cutting	Rockland Tree Expert Co., Inc.	\$1,400.00 p/8 hr day Option A
	DBA Wicks Arborists	\$2,050.00 p/8 hrs day Option B
		\$2,050.00 p/8 hr day Option C
		\$2,650.00 p/8 hr day Option D

TD/ch
cc: John Platt, DPW Commissioner

SPECIFICATIONS AND
INSTRUCTIONS TO BIDDERS
FOR PROVIDING
TREE CUTTING
TO THE TOWN OF NEWBURGH, NEW YORK
HIGHWAY DEPARTMENT

SPECIFIC SPECIFICATIONS:

1. Tree cutting will be provided on an "as needed" basis during the period ending December 31, 2015.
2. At the option of the Town, the Bidder will furnish either:
 - a. Option A: one (1) bucket truck with a minimum of 75 ft. capability including one (1) operator and one (1) ground person, but no bunk truck, chip truck and chipper;
 - b. Option B: one (1) bucket truck with a minimum of 75 ft. capability including one (1) operator and one (1) ground person, and one (1) bunk truck and one (1) operator, but no chip truck and chipper;
 - c. Option C: one (1) bucket truck with a minimum of 75 ft. capability including one (1) operator and one (1) ground person, one chip truck and chipper with a minimum of 12 inch diameter capability and (1) operator, but no bunk truck; and
 - d. Option D: one (1) bucket truck with a minimum of 75 ft. capability including one (1) operator and one (1) ground person, one (1) bunk truck and operator and one (1) chip truck and chipper with a minimum of 12 inch diameter capability and (1) operator.
3. The Town of Newburgh Highway Department will provide flagmen & a dump site for all material.
4. Work hours are to be Monday through Friday; 7:00 A.M. – 3:00 P.M. and are to be considered "regular" work hours. No work will be done during regular scheduled holidays, weekends, and unforeseen closures.
5. Bid prices should incorporate all costs. No separate mobilization, transport or other charge is authorized.
6. Should a vendor wish to view the potential work locations before submitting a bid, the vendor should contact the Highway Department at (845) 561-2177 to schedule a tour. Appointments will be scheduled on a first-come, first-serve basis during regular workdays from 7:00 A.M. – 3:00 P.M.
7. All vendors must provide proof of insurance for all vehicles and employees while working on Town property. A certificate of insurance must be submitted by the awarded vendor to the Town Clerk before the start of work. This certificate of insurance must name the Town of Newburgh as an additional insured.
8. The Town of Newburgh expects all vendors to be familiar with all OSHA Safety Rules, Regulations, and Guidelines and adhere to all of these.

CompetitiveBid-TreeCuttingFina412 (1) 14-15.doc5