A regular meeting of the City Council of the City of Newburgh was held on Tuesday, November 12, 2024, at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Moment of Silence / Momento de Silencio

Mayor Harvey asked that we pray for the family and friends of 18-year-old Dariel Vasquez, a New York State Forest Ranger employee, who lost his life battling the Jennings Creek wildfire in Greenwood Lake, New York on November 9, 2024.

Pledge of Allegiance / Juramento a la Alianza

Roll Call / Lista de Asistencia

PRESENT: Mayor Torrance Harvey, presiding; Councilmember Martinez, Councilmember McLymore, Councilmember Monteverde, Councilmember Shakur, Councilmember Sklarz, Councilmember Sofokles-7

COMMUNICATIONS

Approval of the minutes from the City Council meeting of October 28, 2024 / Aprovacion del Acta de la Reunion General del Consejal del 28 de octubre de 2024

Councilman Shakur moved and Councilwoman Sofokles seconded.
Ayes: Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Carried

City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

City Manager Todd Venning highlighted key points in city business. **(See Attached)**

CITY OF
NEWBURGH
NEW YORK

City Manager's Update

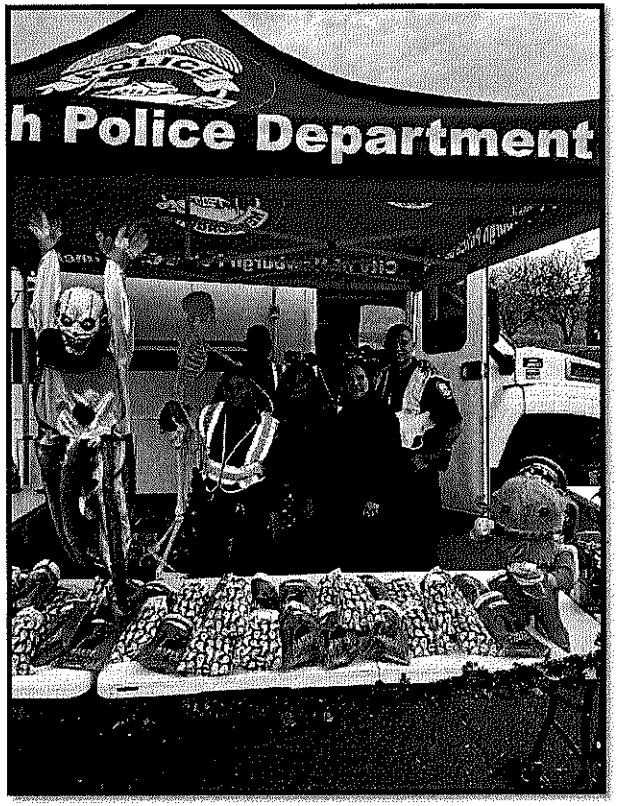
Newburgh City Council Meeting

Tuesday, November 12, 2024

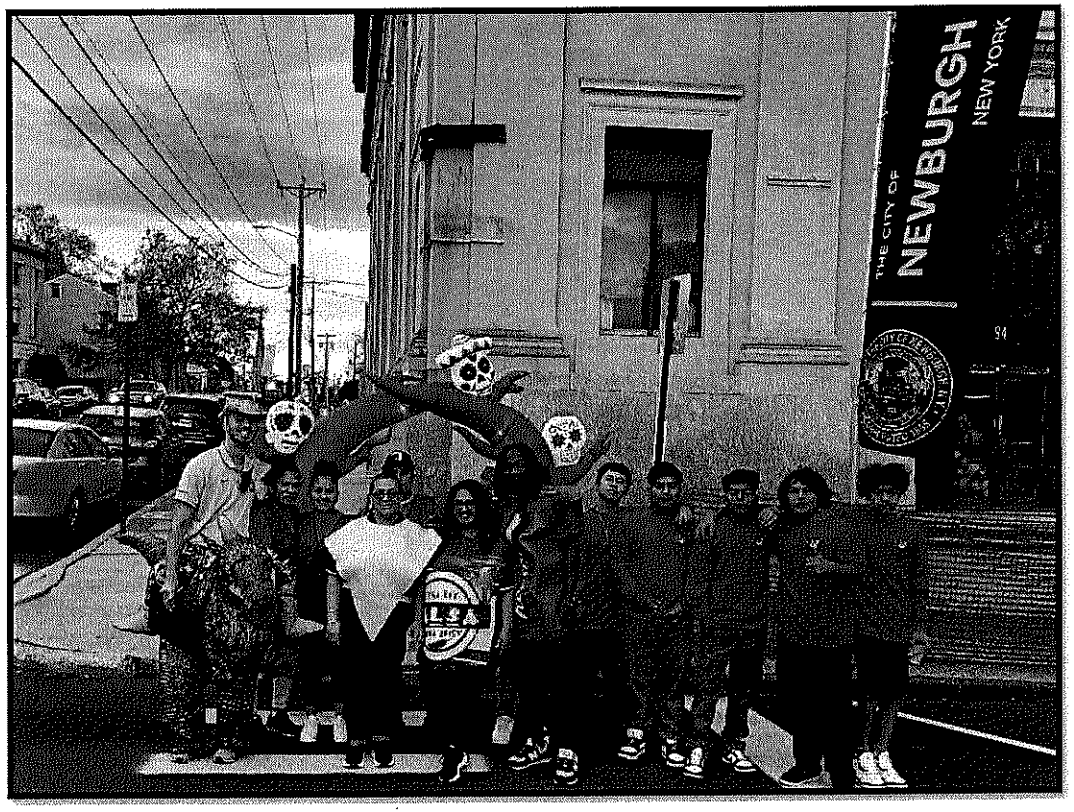
CITY OF NEWBURGH RECREATION

RECREATION UPDATE

2024 Trunk or Treat



Police Department

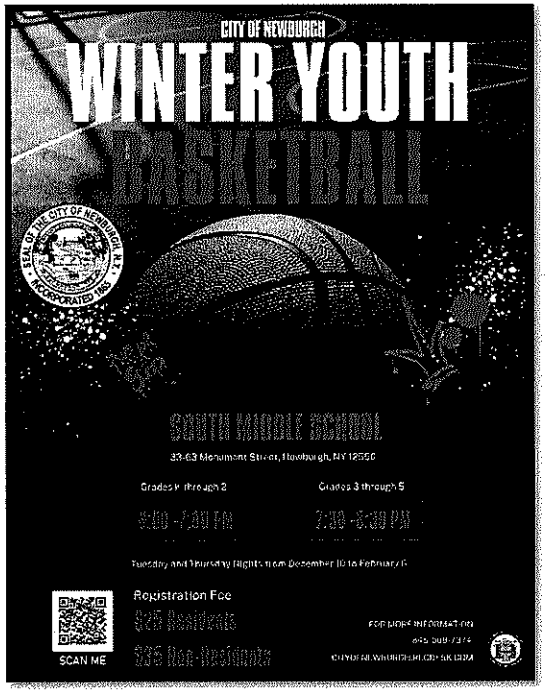


Event Volunteers & Recreation Department Employees

CITY OF NEWBURGH RECREATION

RECREATION UPDATE

Winter Program Registration



Interested in joining a program or trip? Visit cityofnewburgh.recdesk.com or call 845-565-3230

Registration for winter programs begins November 12th for City residents, and November 25th for non-residents

ENGINEERING DEPARTMENT UPDATE

Bid No. 20.24 Spillway Rehabilitation for the Silver Stream Reservoir Dam

Interested in Bidding?

- Visit **bidnetdirect.com** and search "Newburgh" to download the plans and specifications of the project
- All bids are due back to the City by November 15th

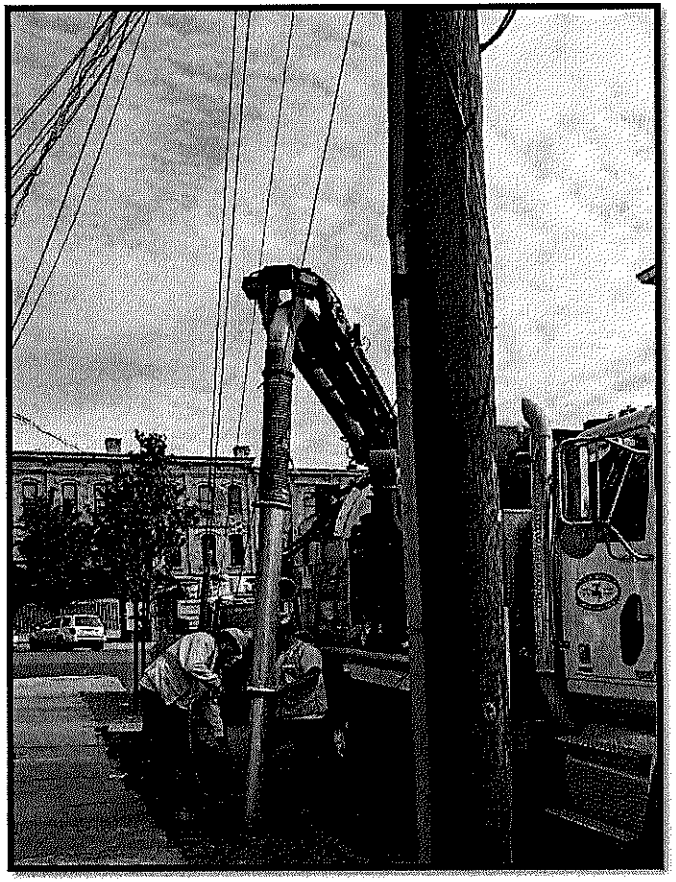
WATER DEPARTMENT UPDATE

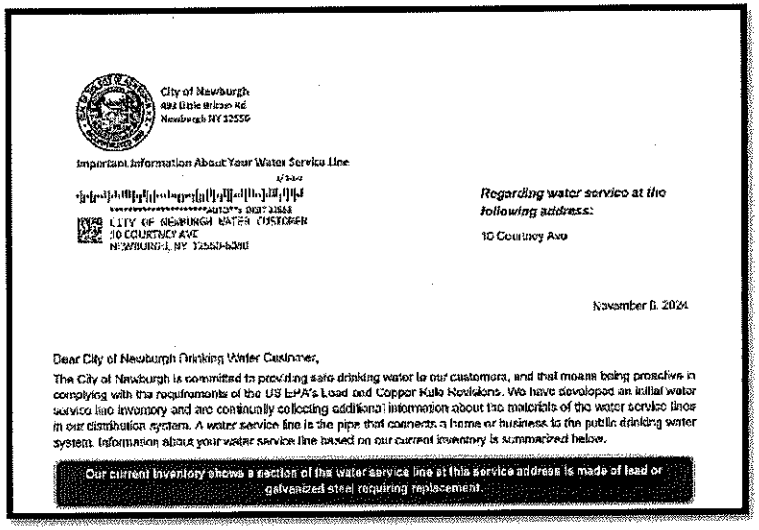
Lead Line Replacement Program

Replacement of 267 service lines at a total cost of $2.29 Million Dollars

WATER DEPARTMENT UPDATE

Water Service Line Inventory Continues





City of Newburgh
492 Little Britain Rd
Newburgh NY 12550

Important Information About Your Water Service Line

CITY OF NEWBURGH WATER CUSTOMER
10 COURTNEY AVE
NEWBURGH, NY 12550-6308

Regarding water service at the following address:

10 Courtney Ave

November 8, 2024

Dear City of Newburgh Drinking Water Customer,

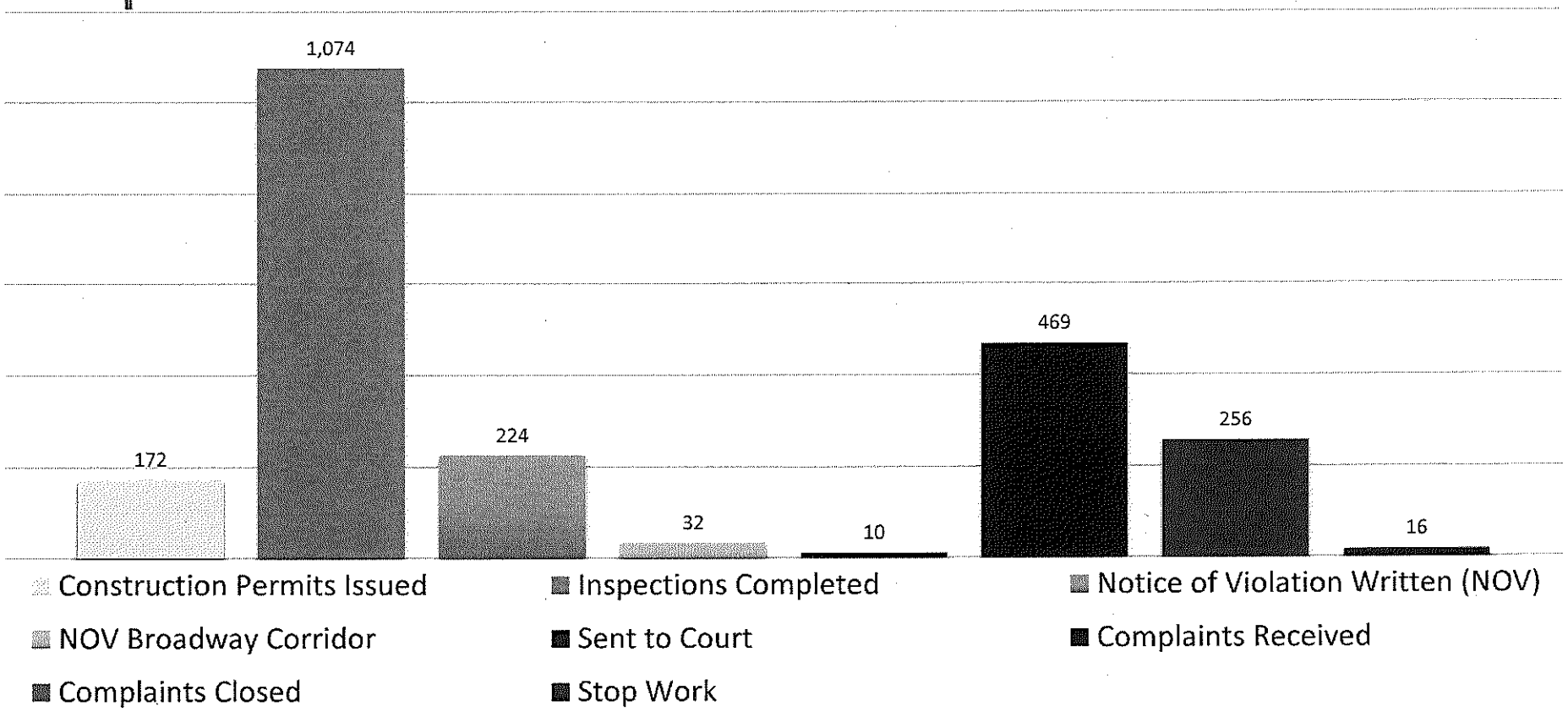
The City of Newburgh is committed to providing safe drinking water to our customers, and that means being proactive in complying with the requirements of the US EPA's Lead and Copper Rule Revisions. We have developed an initial water service line inventory and are continually collecting additional information about the materials of the water service lines in our distribution system. A water service line is the pipe that connects a home or business to the public drinking water system. Information about your water service line based on our current inventory is summarized below.

Our current inventory shows a section of the water service line at this service address is made of lead or galvanized steel requiring replacement.

- Water Service Line Inventory will continue, as part of the new Lead & Copper Rule
- City residents will receive a letter that explains the new rule

CODE COMPLIANCE UPDATE

Month of October 2024



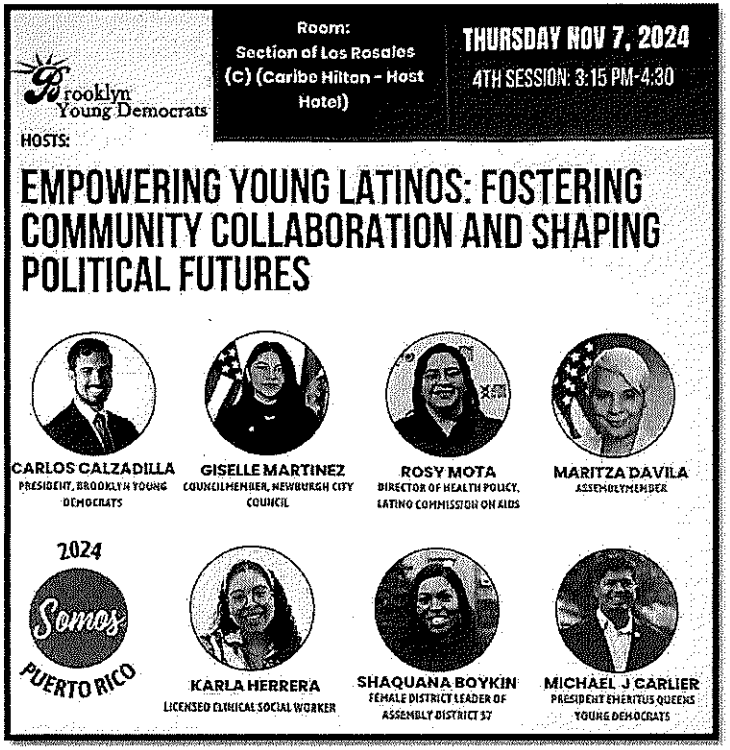
CODE COMPLIANCE REMINDERS

NO PARKING ON SIDEWALK

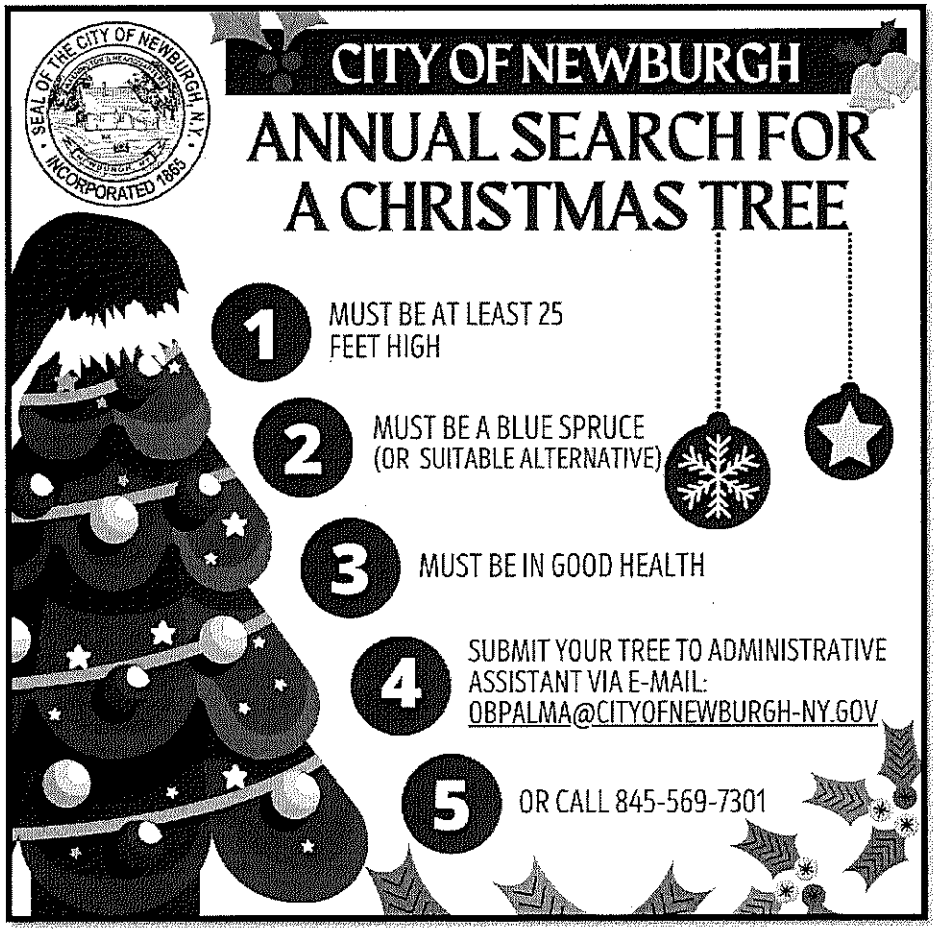
Violators will be ticketed

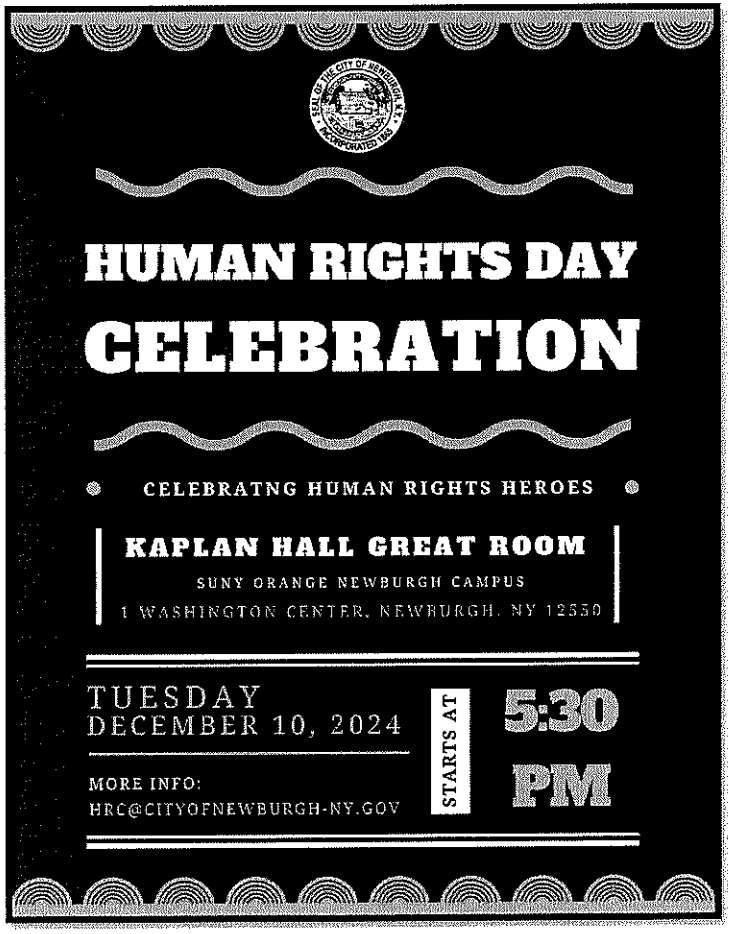
SOMOS 2024

Councilmember Giselle Martinez Panel Presentation



COMMUNITY UPDATE





CITY OF NEWBURGH SEEKS

MEMBERS FOR THE BOARD OF ASSESSMENT REVIEW

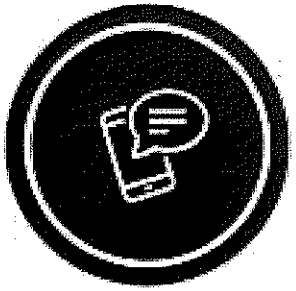
BOARD & COMMISSION VACANCIES REMINDER

- APPLY ONLINE ON THE CITY WEBSITE
- SEND COMPLETED APPLICATION VIA EMAIL: BOARDS@CITYOFNEWBURGH-NY.GOV
- MAIL OR HAND-DELIVER APPLICATION: CITY HALL – 83 BROADWAY

City of Newburgh residency is a requirement to join

NEWS FLASH

Stay Up to Date with the City of Newburgh



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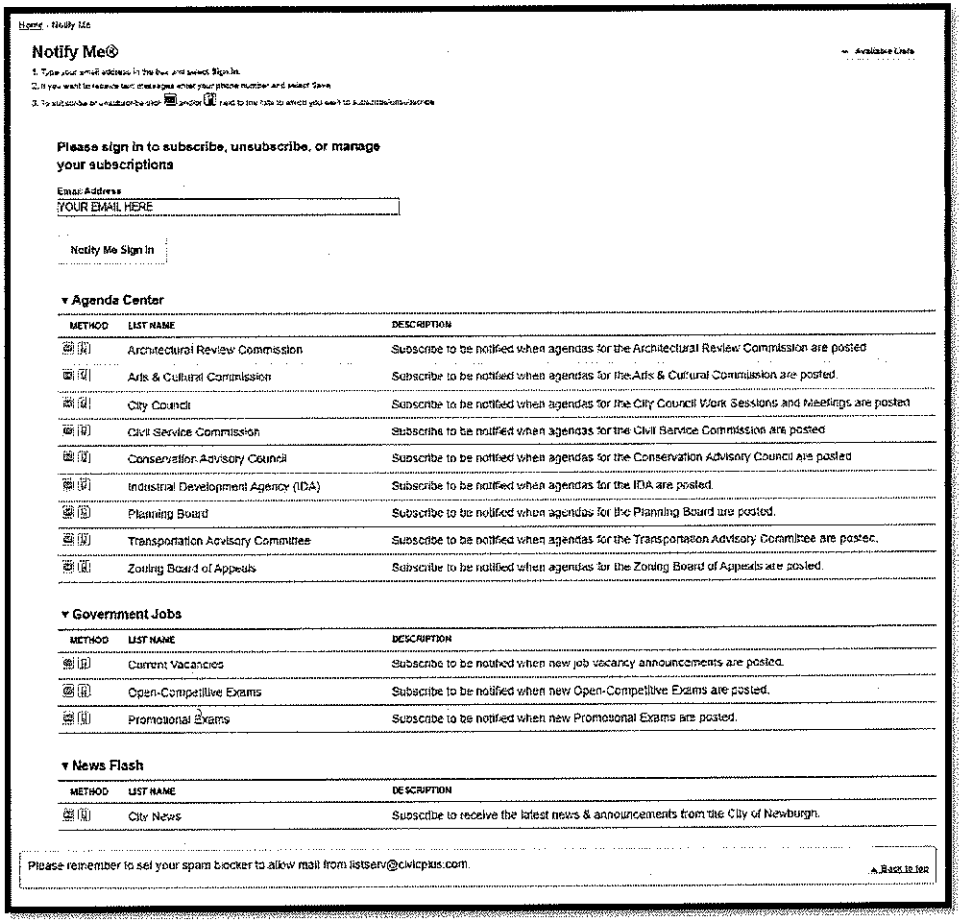

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▾ **Agenda Center**

METHOD	LIST NAME	DESCRIPTION
✉ 📱	Architectural Review Commission	Subscribe to be notified when agendas for the Architectural Review Commission are posted
✉ 📱	Arts & Cultural Commission	Subscribe to be notified when agendas for the Arts & Cultural Commission are posted.
✉ 📱	City Council	Subscribe to be notified when agendas for the City Council Work Sessions and Meetings are posted
✉ 📱	Civil Service Commission	Subscribe to be notified when agendas for the Civil Service Commission are posted
✉ 📱	Conservation Advisory Council	Subscribe to be notified when agendas for the Conservation Advisory Council are posted
✉ 📱	Industrial Development Agency (IDA)	Subscribe to be notified when agendas for the IDA are posted.
✉ 📱	Planning Board	Subscribe to be notified when agendas for the Planning Board are posted.
✉ 📱	Transportation Advisory Committee	Subscribe to be notified when agendas for the Transportation Advisory Committee are posted.
✉ 📱	Zoning Board of Appeals	Subscribe to be notified when agendas for the Zoning Board of Appeals are posted.

▾ **Government Jobs**

METHOD	LIST NAME	DESCRIPTION
✉ 📱	Current Vacancies	Subscribe to be notified when new job vacancy announcements are posted.
✉ 📱	Open-Competitive Exams	Subscribe to be notified when new Open-Competitive Exams are posted.
✉ 📱	Promotional Exams	Subscribe to be notified when new Promotional Exams are posted.

▾ **News Flash**

METHOD	LIST NAME	DESCRIPTION
✉ 📱	City News	Subscribe to receive the latest news & announcements from the City of Newburgh.

Please remember to set your spam blocker to allow mail from listserv@civicplus.com.

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NEW YORK

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press@cityofnewburgh-ny.gov

PRESENTATIONS

Public Hearing - 2025 Budget

Dennis Grant, Ward 1 Resident, commented. The council voted in favor of increasing the tax levy, as a best practice; but who is it a best practice for? It is not a best practice for the taxpayers and business owners, who have been the backbone of this city. It appears to be nothing more than a chess move to increase our taxes for the 2026 budget. We don't get the proper services on the other side of the ledger now. Grant feels that the council won't feel the effects of the tax increase, because it will have received the raises. He urged the council to put some respect on the taxpayers' past and present abilities. He appreciates that we are in a good financial standing now, but he hopes this information will be turned into insight. Also, how will the tax break of the Pace Program Sims Foster program be handled. $4.5M for twelve years should be severely adjusted. Once you vote for an increase in pay, this council will receive an increase of concerns and demands from the public. He equated it to the saying "More money, more problems!"

Kippy Boyle, Grand Street, commented. She supports an increase in the council's salaries, but she feels it should be capped at the annual cost-of-living-adjustment. An increase in salary for city council should be stated in the City Charter so that we never have to go through this type of disconnect again, in terms of what we are earning versus what the city council is earning. All council members should get the same pay across the board. She listened to the DPW budget hearing and supports a private pilot program for garbage receptacles. All neighborhoods should be part of the planning, but keep in mind that some neighborhoods have different needs and may not need a lot of garbage cans. Three years ago, six garbage cans that were replaced by homeowners in her neighborhood, were taken away. They were scheduled to be put back into the budget last year, but it didn't happen. There is only one garbage can at the Tyrone Crabb Park, and that was privately donated to the city roughly twelve years ago; so, it is likely an outdated receptacle. One can in the neighborhood is not adequate. She and her neighbors paid for the cans, and they want them replaced with their tax dollars.

There being no one else wishing to speak for or against, this public hearing was closed.

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There being no one else wishing to speak for or against, this public hearing was closed.

COMMENTS FROM THE PUBLIC REGARDING AGENDA AND GENERAL MATTERS OF CITY BUSINESS

Tiffany Ray, McDowell Place, commented. Two years ago, she had a large oak tree cut down in front of her home. She is appreciative for the city cutting down the tree; however, the tree roots have now uprooted her sidewalk. She received a citation from Codes recently stating that the repairs have to be made by November 28, 2024. She is unable to lift the concrete due to a surgery she had last year. Also, it is impossible to get concrete done in November weather. She patched the sidewalk, but the roots have uplifted the patchwork that was there. She is looking to start the grievance process and would like some help from the city. She is unable to make the required repairs by Thanksgiving Day. She has every intention of making the repairs in the spring.

Mayor Harvey broke protocol, and Todd Venning suggested that Ray reach out to his office so he could follow up on the matter with the codes department.

Joanis Arthur commented on behalf of the Newburgh Wants a Park campaign. She thanked the city staff for attending the event on October 20, 2024. The city's support meant a lot to them, as well as the entire community. She also thanked Wayne Vradenburgh for providing the water truck for the event. The event had over one hundred people in attendance, with people of all different age groups. She is hopeful that the city will support the campaign's 2025 upcoming events. She stated she emailed Todd Venning and Mike Neppl recently, as Newburgh Wants a Park is super eager to move forward with the city to have more green space for everyone.

Betty Bastidas, Director of the Sanctuary Healing Garden and Newburgh Wants a Park campaign, commented. She thanked the city for its support of the Crystal Lake event. It was a beautiful day, and it was great to see all of the love that filled the air. The space was activated with recreational activities, and the garden was open. They also did a cleanup of the forest on Sunday to remove tons of garbage. Fifty people participated, and she is grateful for the council's continued support to designate the space as a public park. Bastidas trusts that the council will do all it can to protect and enhance the green spaces. She requested an immediate need for better safety measures. The community garden shed was broken into for the third time this season. One weed whacker and two-wheeled barrows were stolen. She strongly feels that the incident could've been deterred with better lighting to enhance visibility and limit hiding spots. Proper lighting is shown to reduce crime, and it ensure the space remains safe and welcoming, while deterring unwanted activities.

Pastor Rosey, a resident of Ward 1 and Ward 2, commented. She does her best to show her support and come to city meetings and work sessions. She thanked the city council for not allowing the meetings to become too contentious and argumentative, like other councils in other towns and cities. She remembers when city meetings were contentious, and she appreciates that they are not that way anymore. She reminded us that we have a common cause when it comes to the roads, our riverfront, and the people in our

community. We should be able to express what we believe in, and still work together. Also, she has noticed a lack of handicapped spots in the city. There are spots in front of the post office, but she does not see them throughout the rest of the city. She does not understand the tree issue. If the city chooses to plant a tree on a sidewalk, then how is the owner responsible for fixing the sidewalk when the tree becomes uprooted. It is disheartening. There was a mess at 104 Broadway, in which she cleaned it, and has since maintained it; but now it is unsafe, and nothing is happening with it.

This section of the meeting was closed.

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA AND GENERAL MATTERS OF CITY BUSINESS

Councilmember Martinez thanked the team for participation in the SOMOS conference. She was a part of the panel that highlighted young, elected officials in the Latino community. It is important that we continue to expand and educate ourselves so that we can be of better assistance to the people in the community. She encouraged everyone to reach out to her if they are having issues with permits, as she would be happy to assist in any way she can. She is excited about the Newburgh Wants a Park campaign. While she is passionate about the community, she is sorry to hear about the safety breach that recently occurred at the garden. She is supportive of having a light post to deter unwanted activity. Martinez is also interested in the provision of garbage cans for the community, and she will discuss it further with DPW's George Garrison.

Councilmember McLymore stated he has never been into green space as much as he is now, and he is elated that he was able to support the event at Crystal Lake. He stated that Councilmember Sklarz introduced him to Crystal Lake, and it has been an eye opener. McLymore stated he had a great time networking with various professionals at the SOMOS conference. It was refreshing to hear the different strategies that others employ in civic engagement. It was also great to see his colleague Giselle Martinez participating on the panel. He was happy to be able to support her in that. He encouraged everyone to reach out to their ward representatives, because they want to hear from everyone so they can address their concerns.

Councilmember Monteverde commented. She is excited that we are approving the sale of city-owned property to a City of Newburgh police officer. This is what this program is all about. She recognized the efforts of Betty Bastidas and volunteers for creating a welcoming and healing space at the garden. Monteverde offered the organization an electric weed whacker that she would be happy to donate if they need it. She cautioned people to watch out for ticks on Snake Hill. She walked her dog on Snake Hill the other day and noticed ticks on both her and her dog. Monteverde stated she is still in shock about last week's election. She has to figure out how she and the team are going to continue to work together and mobilize in the community to fight for a democracy.

Councilmember Shakur deferred his comments at this time.

Councilmember Sklarz commented. When he stopped by Crystal Lake, he didn't see anybody there. People had set out into the forest to pick up the garbage. When he returned later, he saw that all of the trash bags and tires were removed, and he thanked George Garrison and his staff for removing it. Tonight, we will be voting on the council raises. Under the City Charter each member of the council has an equal vote. We cover for each other and work together as a team. He is concerned that if we start paying people at different levels, it may affect the level of spirit and teamwork. He saw various department heads' budget requests being denied when they asked for additional

resources for their departments. We had to make the budget work though. Sklarz explained that he could not support the raises tonight. The council votes on the 2% tax cap each year, which only affects this year's budget. We will do the same thing next year.

Councilmember Sofokles is excited about the momentum at Crystal Lake. She stated that the young women remind her of herself when she was very active with Downing Park. Back then there was garbage overflowing in the polly, and people used to break into the garage and shelter house all the time, until they installed cameras, proper lighting and walking paths. As soon as the space is designated a park, then you qualify for grants. She encouraged them to call her if they have any questions, or if she can lend any assistance. Sofokles stated we have many beautiful parks and green spaces in Newburgh. Also, she is happy to hear that the police officer will be buying 220 Gidney Avenue. She represents the ward that the home is located in, and it is nice to see that the officer will be living in the City of Newburgh and fixing up a home that has sat empty for years.

Mayor Harvey commented. He explained that the 2% tax cap is voted on every year. It is a protocol, so that if we were to go over that cap, we have that flexibility to do it. In this year's budget there is an actual decrease in the homestead rate. We do not go over the tax cap according to the 2025 proposed budget. Other neighboring cities are proposing an increase of 9% or more in their budgets. We are doing amazing things to be in the position we are in. We've had six years of solvency in a row, with a Zero Stress Score, as indicated by the New York State Comptroller. We went to an A1 rating just this year. The proposed increases for the council are 1/10 of 1% of the 2025 budget. Our city manager is the best person, that Harvey has seen in his natural born life, to work and calculate numbers the way that he does. Even when people disagree with his ideas, Venning is the best in his field. Harvey stated that when he was elected in 2015, this city was in a receivership. He has seen where we were and where we are today; it has been a miracle. Just ask New York State Comptroller Tom DiNapoli. When you at look at the city's multi-year financial plan, all of the city employees have received raises, except for a few, including the senior typists, the city council and members of the PSOA bargaining unit, which is the upper brass of the police department. These are the last groups in City of Newburgh employment that have not received raises. When this budget is less than the 2% tax cap, it doesn't get any better than that.

This section of the meeting was closed.

CITY MANAGER'S REPORT

Resolution No. 231 - 2024 - Award of Bid No. 12.24 PIN No. 8005.26 & 8758.75 Broadway Pedestrian and Traffic Signal Improvements Project

Councilman Sklarz moved and Councilman Shakur seconded.
Ayes: Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

Resolution No. 232 - 2024 - PIN No. 8005.26 Broadway Pedestrian and Traffic Signal Improvements Project - WSP Proposal Construction Administration and Inspection

Councilwoman Sofokles moved and Councilman Shakur seconded.
Ayes: Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

Resolution No. 233 - 2024 - PIN No. 8758.75 Broadway Pedestrian and Traffic Signal Improvements Project - WSP Proposal Construction Administration and Inspection

Councilwoman Sofokles moved and Councilman Shakur seconded.
Ayes: Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

Resolution No. 234 - 2024 - Award of RFP No. 23.24 Replacement of West End Firehouse Roof

Councilman Sklarz moved and Councilwoman Sofokles seconded.
Ayes: Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

Resolution No. 235 - 2024 - Budget Transfer from Sewer Fund for the Johnston Street Emergency Sewer Reconstruction

Councilwoman Martinez moved and Councilwoman Sofokles seconded.
Ayes: Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

Resolution No. 236 - 2024 - Declaring Damaged Phones as Surplus and Authorizing Sale to Pace Butler Corporation

Councilwoman Sofokles moved and Councilman Sklarz seconded.
Ayes: Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

Resolution No. 237 - 2024 - Intwine Connect - E-Fax Service

Councilman Shakur moved and Councilwoman Monteverde seconded.
Ayes: Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

Resolution No. 238 - 2024 - Impresa Migration to the City of Newburgh's Cloud environment

Councilwoman Sofokles moved and Councilman Shakur seconded.
Ayes: Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

Resolution No. 239 - 2024 - Purchase of 161 Ann Street

Councilman Shakur moved and Councilwoman Sofokles seconded.
Ayes: Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

Resolution No. 240 - 2024 - Purchase of 220 Gidney Avenue

Councilwoman Sofokles moved and Councilman Shakur seconded.
Ayes: Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles - 6
Adopted

Resolution No. 241 - 2024 - 29 Spring Street (n/k/a 31 Spring Street) - Release of Restrictive Covenants

Councilman Shakur moved and Councilwoman Sofokles seconded.
Ayes: Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

Resolution No. 242 - 2024 - Contract with Simaren Corp. (d/b/a Wisdom Protective Services) for Security Guard Services

Councilman Shakur moved and Councilwoman Sofokles seconded.
Ayes: Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

Resolution No. 243 - 2024 - Contract with Syn-Tech Systems Inc. and American Petroleum Equipment & Construction Company, Inc. for Fuelmaster Services

Councilman Shakur moved and Councilman Sklarz seconded.
Ayes: Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

Local Law - E - 2024 - Local Law Amending City Charter Section C4.00

Councilman Shakur moved and Councilman Mclymore seconded.
Ayes: Mclymore, Shakur, Harvey - 3
Nays: Martinez, Monteverde, Sklarz, Sofokles-4
Defeated

Resolution No. 244 - 2024 - Resolution to Approve a Consent Judgement Involving Lora Realty, Inc.

Councilman Shakur moved and Councilwoman Sofokles seconded.
Ayes: Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

The City Manager concluded his report.

RESOLUTION NO.: 231 - 2024

OF

NOVEMBER 12, 2024

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH VERDE ELECTRIC MAINENANCE CORPORATION FOR THE CONSTRUCTION OF THE BROADWAY PEDESTRIAN AND TRAFFIC SIGNALS IMPROVEMENTS PROJECT (PIN #8005.26 AND PIN#8758.75) IN AN AMOUNT NOT TO EXCEED $6,803,703.96

WHEREAS, the City of Newburgh duly re-advertised for bids in connection with the Broadway Pedestrian and Traffic Signals Improvements Project (PIN#8005.26 and PIN#8758.75) (the "Project"); and

WHEREAS, four (4) bids were duly received and opened and Verde Electric Maintenance Corporation is the most responsible low bidder; and

WHEREAS, funding for the Project shall be derived from the Orange County Transportation Council (OCTC) Transportation Improvement Program (TIP), OCTC Tip Reserve Fund, and the American Rescue Plan Act; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for construction of the Broadway Pedestrian and Traffic Signals Improvements Project (PIN#8005.26 and PIN#8758.75) for the City of Newburgh be and it hereby is awarded to Verde Electric Maintenance Corporation in an amount not to exceed $6,803,703.96; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

#231-24

500 Summit Lake Drive
Suite 450
Valhalla, NY 10595
Main: 914-747-1120
www.wsp.com

September 20th, 2024

Mr. Chad Wade, Assistant City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

Re: PINs 8005.26 & 8758.75 Broadway Pedestrian and Traffic Signal Improvements
Bid Analysis

WSP has reviewed the bids for the contract combining PINs 8005.26 & 8758.75 – Broadway Pedestrian and Traffic Signal Improvements, which was received and opened on Thursday, August 29, 2024. The apparent low bidder, Verde Electric Maintenance Corp., Armonk, NY, submitted a bid for $6,755,973.11. Four bids were received, as follows:

	Total	PIN 8005.26	PIN 8758.75
1. Verde Electric Maintenance Corp.	$6,755,973.11	$5,134,539.56	$1,621,433.55
2. Argenio Brothers, Inc.	$7,155,155.00	$5,407,487.40	$1,707,627.60
3. Sun Up Construction Corp.	$7,313,732.40	$5,558,436.62	$1,755,295.78
4. A-Tech Concrete Co.	$7,784,814.00	$5,916,458.64	$1,868,355,36

The Engineer's Estimate (EE) was $6,019,600.00. The average bid was $7,252,418.63.

Low Bidder Responsibility

For all federal aid contracts, the determination of whether or not a business entity is a "responsible bidder" is made using the guidelines established by 9 NYCRR 4.170 whereby a contractor/vendor may be deemed "not responsible". The following items were verified as part of the bidder responsibility review:

- All bidders have a valid active registration status on the System for Award Management within the US Federal Contractor Registration program. None of the bidders are on the List of Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid.
- None of the bidders are on the NYS Department of Labor's monthly List of Employers Ineligible to Bid on or be Awarded any Public Work Contract.
- All bidders are registered entities within the NYS Department of State's Corporation / Business Entity Database. A printout of the database search is included with this letter.
- Verde Electric Maintenance Corp. has two cases listed on OSHA's website. Sun Up Construction Corp. and A-Tech Concrete Co. each have one case listed on the OSHA's website. However, all these cases are closed with a closed date listed on OSHA's website. None of the remaining bidders were found to have any OSHA safety violations as listed on the OSHA website.

Bid Reconciliation

The city forwarded the itemized bids to WSP for further analysis. For each bidder, WSP checked the written quantities, multiplication, and addition. The analysis discovered several mathematical or clerical errors, which are listed below.

- Verde Electric Maintenance Corp. submitted a bid of $6,755,973.11. However, their bid sheets included one inconsistency. The estimated quantity listed for item 205.050101 is listed as 42 tons. However, as per Addendum #3 to the Project Proposal Book, this quantity was replaced with item 205.050201 and

increased to 137 tons. With a unit price of $502.43/TON, the total price for this item should be $68,832.91 and not $21,102.06. Re-calculating Verde Electric's base bid results in a total of $6,803,703.96. This does not change the order of bidders.

- Argenio Brothers, Inc. submitted a bid of $7,155,155.00. However, their bid sheets included one inconsistency. Item 615.33010011 (with a quantity of 9 EA) did not list a total price. However, in re-calculating their base bid with the total price of item 615.33010011, the bid price remained unchanged. Therefore, this is merely a logistical error and does not affect the order of bidders.
- A-Tech Concrete Co. submitted a bid of 7,784,814.00. However, their bid sheets included two inconsistencies:
  - Item 610.14000011 (with a quantity of 50 CY) did not list a total price. With their listed unit price of $275.00/CY, the total price for this item number was calculated to be $13,750.00. This does not change the order of bidders.
  - The total price for item 655.1202 (with a quantity of 12 EA) was incorrectly calculated. With a unit price of $1,150.00/EA, the total price for this item should be $13,800.00 and not $18,600.00. Re-calculating A-Tech's base bid results in a total of $7,780,014.00. This does not change the order of bidders.

The order of bidders after considering all mathematical errors is as follows:

	Total	PIN 8005.26	PIN 8758.75
1. Verde Electric Maintenance Corp.	$6,803,703.96	$5,170,815.01	$1,632,888.95
2. Argenio Brothers, Inc.	$7,155,155.00	$5,407,487.40	$1,707,627.60
3. Sun Up Construction Corp.	$7,313,732.40	$5,558,436.62	$1,755,295.78
4. A-Tech Concrete Co.	$7,780,014.00	$5,912,810.64	$1,867,203.36

Bid Analysis

The low bid is 13% higher than the Engineer's Estimate. In analyzing the low bid relative to the engineer's estimate and the other bids, the following results were found:

The 680-series traffic items (including but not limited to 680.0501001 360 DEGREE CAMERA VIDEO SYSTEM, 680.52010X CONDUIT, METAL STEEL, ZINC COATED, X.XX", 680.6007XX02 ORNAMENTAL SIGNAL POLE - (SPAN WIRE) 7,000 LB LOAD, XXFT HEIGHT, 680.62183409 FLUTED TRAFFIC SIGNAL POLE, MAST ARM, 18 FEET MOUNTING HEIGHT, 34 FEET MAST ARM LENGTH, and 680.73XX14 SIGNAL CABLE 5 CONDUCTOR, 14 AWG) consistently have a higher unit price compared to the engineer's estimate. However, they are in line with the average unit prices across all bidders. Many of these traffic-related items are paid for on a per-unit basis (EA), and the engineer's estimate is accurate in terms of quantity, so there is no risk of an overage.

Certain traffic, survey, and drainage items (including but not limited to 634.06070008 DOUBLE MANUAL VANDAL-RESISTANT PARKING METERS WITH A SINGLE COLLECTION BOX, 647.31 RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET), 655.05020008 WATERTIGHT SANITARY MANHOLE FRAMES AND COVERS (CASTINGS), and 685.12 YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS) have unit prices that are consistently higher than both the engineer's estimate and the average unit prices from all bidders. However, since these items contribute less than 1.5% to the total bid price, their impact on the overall bid is considered negligible.

Excavation, disposal, restoration, and concrete items – those paid by cubic yard (CY) or linear foot (LF) - (including but not limited to 203.02 UNCLASSIFIED EXCAVATION AND DISPOSAL, 205.050201 DISPOSAL OF

CONTAMINATED NON-HAZARDOUS WASTE SOIL, 206.03 CONDUIT EXCAVATION AND BACKFILL INCLUDING SURFACE RESTORATION, 210.481101 REMOVAL AND DISPOSAL OF MISCELLANEOUS ACM (BV14), and 555.0105 CONCRETE FOR STRUCTURES, CLASS A) make up a significant percentage of the overall low bid price. These items also have unit prices higher than the engineer's estimate. However, the low bidder's unit prices either fall within the range or are slightly below the average unit prices of all bidders. The low bidder (and all bidders) likely overestimated these unit prices based on the specific project needs and their professional judgment of the work, operations, equipment, and time required. WSP understands and acknowledges the overestimation of these unit prices compared to the engineer's estimate.

Conclusion:

The engineer's estimate used historical average unit bid prices that were consistently lower than the average unit prices received from the bidders for this project. Current market and supply chain conditions have had a considerable impact on bid prices and impacted the bids received.

Recommendation:

Based on the bid analysis, WSP recommends awarding the project to the lowest bidder, Verde Electric Maintenance Corp., with a corrected bid total of $6,803,703.96. Although they did not provide a receipt for Addendum #3 and their quantities reflect the outdated bid sheets, their higher and more conservative unit price for item 205.050101, compared to both the engineer's estimate and the average bidder, should adequately account for the updated item number and increased quantity.

Very Truly Yours,
WSP

Peter Mancuso, P.E., PTOE
Project Engineer

PROJECT: [illegible]

SUBJECT: [illegible]

COMPLETED BY: [illegible]

wsp

VERDE
ELECTRIC MAINTENANCE CORP.

89 Edison Avenue • Mt. Vernon, New York 10550
Phone 914-664-7000 • Facsimile 914-668-7997

October 29, 2024

City of Newburgh
83 Broadway
Newburgh, NY 12550

Attn: Mr. Chad M. Wade, R.I.A., Asst. City Engineer

Re: PIN 8005.26 and PIN 8758.75
Broadway Pedestrian and Traffic Signal Improvements
City of Newburgh, NY
Acknowledgement of Revised Base Bid Price

Dear Mr. Wade,

Verde Electric Maintenance Corp. acknowledges the revised base bid price in the amount of $6,803,703.96 for the Broadway Pedestrian and Traffic Signal Improvements project for the City of Newburgh, NY. The increase was a result of recalculations from the incorporation of Addendum #3.

If you have any questions, please contact me.

Very truly yours,
Verde Electric Maintenance Corp.

Robert Craig
Vice President

PIN No. 8005.26 & 8758.75 Construction								
Consultant Name	Contract Number	Total Contract Amount	PIN No. 8005.26 TIP Funds		PIN No. 8005.26 Local Match		PIN No. 8005.26 & 8758.75 Other Funding	
			Amount	Phase Name	Amount	Source	Amount	Source
Verde Construction	Bid No. 12.24 (Base Bid Only)	$ 6,803,703.96	$ 3,553,000.00	CONS	$ 888,000.00	OCTC TIP Reserve Fund	$ 669,703.96	ARPA
			PIN No. 8758.75 TIP Funds		PIN No. 8758.75 Local Match			
			Amount	Phase Name	Amount	Source		
			$ 1,354,000.00	CONS	$ 339,000.00	OCTC TIP Reserve Fund		

SECTION 00 41 13

BID FORM

Project Identification: PINs 8005.26 & 8758.15 Broadway Pedestrian and Traffic Signal Improvements

Contract Identification And Number: Bid No. 12.24

Submitted To: City of Newburgh
83 Broadway - 4th Floor, Newburgh, NY 12550
Attn: City Comptroller

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicted in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:

   a. BIDDER has examined and carefully studied the Notice to Bidders, Bid Documents, and the following Addenda receipt of all which is hereby acknowledged:

      List Addenda by Addendum Number and Date:

      Add. #1 - 7.25.24, Add #2 - 8.6.24, Add #3 - 8.16.24

   b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work. Alternatively, in lieu of such, do solely and completely accept all risks inherent in not doing so.

   c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

   d. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been provided in paragraph 4.2 of the General Conditions. BIDDER accepts the determination set forth in paragraph 4.2 of the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicted in the Bid Documents with respect to underground facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

   e. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

   f. BIDDER has correlated the information known to BIDDER, information and observation obtained from visits to the site,

reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

g. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and, BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

i. Any other representation required by Laws and Regulations.

4. BIDDER will complete the Work in accordance with the Contract Documents for the following price.
   a. The award of the bid will be based on the following criteria:
      i. If all bids for the base bid plus Alternate 1 exceed the budget figure, the award will be based on the base bid only; however,
      ii. The Contractor's bid security shall be based on the highest bid Alternate.
   b. All three alternate's unit prices shall have the same unit prices as the base bid.
   c. Bidder will complete the Work in accordance with the Contract Documents for the following prices:

TOTAL BID PRICE FOR ALL UNIT PRICES: (BASE Bid)
SIX MILLION SEVEN HUNDRED FIFTY FIVE THOUSAND NINE HUNDRED SEVENTY THREE DOLLARS AND ELEVEN CENTS $6,755,973.11
Text *Numerical*

TOTAL BID ON ALTERNATE ONE: FOUR HUNDRED NINETY THOUSAND TWO HUNDRED EIGHT DOLLARS AND NINETY SIX CENTS $(490,208.96)
Text *Numerical*

BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

5. BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

   a. The following documents are attached to and made a condition of this Bid:

   b. Resolution of Board of Directors

   c. Non-Collusion Bidding Affidavit

   d. Required Bid Security in the form of Bid Bond or certified bank check

   e. Required BIDDER's Qualification Statement with supporting data

   f. Affidavit of Worker's Compensation

   g. Iranian Energy Sector Divestment

   h. Disadvantaged Business Enterprise Utilization Goals Form

   i. Apprenticeship Certification Form

6. Communications concerning this Bid shall be addressed to, the address of BIDDER indicated below:

TRICIA LILLO - TLILLO@VERDEELECTRIC.COM

7. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on: August 29 2024
Month *Day* *Year*

State Contractor License No.: E321

BID SHEET FOR THE
BROADWAY PEDESTRIAN AND TRAFFIC SIGNAL IMPROVEMENTS

CITY OF NEWBURGH, ORANGE COUNTY, NY

Note: Unit prices are to be written in both words and numbers. In case of discrepancy, those shown in words shall govern. All prices are in dollars and cents.

Item No.	Item Description	Est. Qty.	Unit	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Words) (Est. Quantity x Unit Price)	Total Price (In Numbers) (Est. Quantity x Unit Price)
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	2560	CY	Fifty Dollars and Twenty Four Cents /CY	$ 50.24	One Hundred Twenty Eight Thousand Six Hundred Fourteen Dollars and Forty Cents /CY	$ 128,614.40
203.03	EMBANKMENT IN PLACE	170	CY	Seventy Five Dollars and Thirty Seven Cents /CY	$ 75.37	Twelve Thousand Eight Hundred Twelve Dollars and Ninety Cents /CY	$ 12,812.90
203.07	SELECT GRANULAR FILL	200	EA	One Hundred Twenty Five Dollars and Sixty One Cents /EA	$ 125.61	Twenty Five Thousand One Hundred Twenty Two Dollars /EA	$ 25,122.00
205.050101	DISPOSAL OF CONTAMINATED HAZARDOUS WASTE SOIL	42	TON	Five Hundred Two Dollars And Forty Three Cents /TON	$ 502.43	Twenty One Thousand One Hundred Two Dollars and Six Cents /TON	$ 21,102.06
206.0201	TRENCH AND CULVERT EXCAVATION	400	CY	Fifty Dollars and Twenty Four Cents /CY	$ 50.24	Twenty Thousand Ninety Six Dollars and No Cents /CY	$ 20,096.00
206.03	CONDUIT EXCAVATION AND BACKFILL INCLUDING SURFACE RESTORATION	1150	LF	One Hundred Forty Seven Dollars and Fifty Eight Cents /LF	$ 147.58	One Hundred Sixty Nine Thousand Seven Hundred Seventeen Dollars and No Cents /LF	$ 169,717.00
206.05	TEST PIT EXCAVATION	12	EA	Two Thousand Six Hundred Twenty Five Dollars and No Cents /EA	$ 2,625.00	Thirty One Thousand Five Hundred Dollars and No Cents /EA	$ 31,500.00
207.22	GEOTEXTILE DRAINAGE	530	SY	Eighteen Dollars and Nine Cents /SY	$ 18.09	Nine Thousand Five Hundred Eighty Seven Dollars and Seventy Cents /SY	$ 9,587.70
209.11020024	TEMPORARY CATCH BASIN INSERTS - OIL HYDROCARBONS, TRASH, SEDIMENT AND DEBRIS REMOVAL	45	EA	Five Hundred Two Dollars and Forty Three Cents /EA	$ 502.43	Twenty Two Thousand Six Hundred Nine Dollars and Thirty Five Cents /EA	$ 22,609.35
210.481101	REMOVAL AND DISPOSAL OF MISCELLANEOUS ACM (BV14)	4000	LF	Forty Dollars and Nineteen Cents /LF	$ 40.19	One Hundred Sixty Thousand Seven Hundred Sixty Dollars and No Cents /LF	$ 160,760.00
210.481203	REMOVAL AND DISPOSAL OF MISCELLANEOUS ACM (BV14)	200	SF	Fifty Dollars and Twenty Four Cents /SF	$ 50.24	Ten Thousand Forty Eight Dollars and No Cents /SF	$ 10,048.00
304.11	SUBBASE COURSE	1270	CY	One Hundred Ten Dollars and Fifty Three Cents /CY	$ 110.53	One Hundred Forty Thousand Three Hundred Seventy Three Dollars and Ten Cents /CY	$ 140,373.10
404.000011	PLANT PRODUCTION QUALITY ADJUSTMENT FOR ASPHALT ITEMS	5	QU	Five Hundred Two Dollars and Forty Three Cents /QU	$ 502.43	Two Thousand Five Hundred Twelve Dollars and Fifteen Cents /QU	$ 2,512.15

BID SHEET FOR THE
BROADWAY PEDESTRIAN AND TRAFFIC SIGNAL IMPROVEMENTS

CITY OF NEWBURGH, ORANGE COUNTY, NY

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404.017901	TRUING & LEVELING F9, ASPHALT, 70 SERIES COMPACTION	42	TON	Three Hundred One Dollars and Forty Six Cents /TON	$ 301.46	Twelve Thousand Six Hundred Sixty One Dollars and Thirty Two Cents /TON	$ 12,661.32
404.097101	9.5 F1 TOP COURSE ASPHALT, 70 SERIES COMPACTION	88	TON	Three Hundred One Dollars and Forty Six Cents /TON	$ 301.46	Twenty Six Thousand Five Hundred Twenty Eight Dollars and Forty Eight Cents /TON	$ 26,528.48
404.197901	19 F9 BINDER COURSE ASPHALT, 70 SERIES COMPACTION	85	TON	Three Hundred One Dollars and Forty Six Cents /TON	$ 301.46	Twenty Five Thousand Six Hundred Twenty Four Dollars and Ten cents /TON	$ 25,624.10
407.0103	STRAIGHT TACK COAT	30	GAL	Forty Dollars and Nineteen Cents /GAL	$ 40.19	One Thousand Two Hundred Five Dollars and Seventy Cents /GAL	$ 1,205.70
490.30	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE	340	SY	Seventy Five Dollars and Thirty Seven Cents /SY	$ 75.37	Twenty Five Thousand Six Hundred Twenty Five Dollars and Eighty Cents /SY	$ 25,625.80
555.0105	CONCRETE FOR STRUCTURES, CLASS A	140	CY	One Thousand Four Dollars and Eighty Five Cents /CY	$ 1,004.85	One Hundred Forty Thousand Six Hundred Seventy Nine Dollars /CY	$ 140,679.00
603.6101	REINFORCED CONCRETE PIPE CLASS IV, 12 INCH DIAMETER	1031	LF	Eighty Five Dollars and Forty Two Cents /LF	$ 85.42	Eighty Eight Thousand Sixty Eight Dollars and Two Cents /LF	$ 88,068.02
603.77	CONCRETE COLLARS	5	EA	Three Thousand Fourteen Dollars and Fifty Five Cents /EA	$ 3,014.55	Fifteen Thousand Seventy Two Dollars and Seventy Five Cents /EA	$ 15,072.75
603.97000002	SAWCUTTING CULVERT PIPE	5	EA	Two Thousand Five Hundred Twelve Dollars and Thirteen Cents /EA	$ 2,512.13	Twelve Thousand Five Hundred Sixty Dollars and Sixty Five Cents /EA	$ 12,560.65
604.070801	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES	6	EA	Three Thousand Five Hundred Sixteen Dollars and Ninety Eight Cents /EA	$ 3,516.98	Twenty One Thousand One Hundred One Dollar and Eighty Eight Cents /EA	$ 21,101.88
604.13000011	ABANDONING DRAINAGE STRUCTURES	10	EA	Eight Hundred Three Dollars and Eighty Eight Cents /EA	$ 803.88	Eight Thousand Thirty Eight Dollars and Eighty Cents /EA	$ 8,038.80
604.301873	RECTANGULAR DRAINAGE STRUCTURE TYPE R FOR CAST IRON F3 FRAME	115	LF	One Thousand Four Dollars and Eighty Five Cents /LF	$ 1,004.85	One Hundred Fifteen Thousand Five Hundred Fifty Seven Dollars and Seventy Five Cents /LF	$ 115,557.75
604.302122	RECTANGULAR DRAINAGE STRUCTURE TYPE U WITH CONCRETE COLLAR FOR #22 WELDED FRAME	13	LF	Nine Hundred Four Dollars and Thirty Seven Cents /LF	$ 904.37	Eleven Thousand Seven Hundred Fifty Six Dollars and Eighty One Cents /LF	$ 11,756.81

BID SHEET FOR THE
BROADWAY PEDESTRIAN AND TRAFFIC SIGNAL IMPROVEMENTS

CITY OF NEWBURGH, ORANGE COUNTY, NY

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Item No.	Item Description	Est. Qty.	Unit	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Words) (Est. Quantity x Unit Price)	Total Price (In Numbers) (Est. Quantity x Unit Price)
604.4060	ROUND PRECAST CONCRETE MANHOLE TYPE 60	11	LF	Five Hundred Two Dollars and Forty Three Cents /LF	$ 502.43	Five Thousand Five Hundred Twenty Six Dollars and Seventy Three Cents /LF	$ 5,526.73
604.50180010	OFFSET CATCH BASIN	32	LF	Six Hundred Two Dollars and Ninety One Cents /LF	$ 602.91	Nineteen Thousand Two Hundred Ninety Three Dollars and Twelve Cents /LF	$ 19,293.12
608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS	690	CY	One Thousand Fifty Five Dollars and Nine Cents /CY	$ 1,055.09	Seven Hundred Twenty Eight Thousand Twelve Dollars and Ten Cents /CY	$ 728,012.10
608.01050109	CURB RAMP CONFIGURATION TYPE 1	58	EA	Six Thousand Eight Hundred Thirty Two Dollars and Ninety Eight Cents /EA	$ 6,832.98	Three Hundred Ninety Six Thousand Three Hundred Twelve Dollars and Eighty Four Cents /EA	$ 396,312.84
608.01050909	CURB RAMP CONFIGURATION TYPE 9	2	EA	Twelve Thousand One Hundred Fifty Eight Dollars and Sixty Nine Cents /EA	$ 12,158.69	Twenty Four Thousand Three Hundred Seventeen Dollars and Thirty Eight Cents /EA	$ 24,317.38
608.01051109	CURB RAMP CONFIGURATION TYPE 11	2	EA	Six Thousand Seven Hundred Thirty Two Dollars and Fifty Cents /EA	$ 6,732.50	Thirteen Thousand Four Hundred Sixty Five Dollars and No Cents /EA	$ 13,465.00
608.02010015	UNCLASSIFIED EXCAVATION AND DISPOSAL UNDER CURB RAMPS	200	CY	One Hundred Ten Dollars and Fifty Three Cents	$ 110.53	Twenty Two Thousand One Hundred Six Dollars and No Cents /CY	$ 22,106.00
608.02020015	OPTIONAL TYPE SUBBBASE UNDER CURB RAMPS	200	CY	One Hundred Fifty Dollars and Seventy Three Cents /CY	$ 150.73	Thirty Thousand One Hundred Forty Six Dollars and No Cents /CY	$ 30,146.00
608.13000039	PRECAST CONCRETE PERMEABLE PAVERS FOR SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS	392	SY	One Hundred Eighty Dollars and Eighty Seven Cents /SY	$ 180.87	Seventy Thousand Nine Hundred One Dollars and Four Cents /SY	$ 70,901.04
609.0212	STONE CURB NEAR VERTICAL FACE (NVF)	2972	LF	Ninety Five Dollars and Forty Seven Cents /LF	$ 95.47	Two Hundred Eighty Three Thousand Seven Hundred Thirty Six Dollars and Eighty Four Cents /LF	$ 283,736.84
609.0214	STONE CURB, MOUNTABLE (MT)	1010	LF	Ninety Five Dollars and Forty Seven Cents /LF	$ 95.47	Ninety Six Thousand Four Hundred Twenty Four Dollars and Seventy Cents /LF	$ 96,424.70
609.02160011	STONE CURB (BLUESTONE)	220	LF	Ninety Five Dollars and Forty Seven Cents /LF	$ 95.47	Twenty One Thousand Three Dollars and Forty Cents /LF	$ 21,003.40
610.1101	MULCH FOR PLANTING TYPE A, B & D - WOOD CHIPS AND SHREDDEDBARK	3	CY	Five Hundred Two Dollars and Forty Three Cents /CY	$ 502.43	One Thousand Five Hundred Seven Dollars and Twenty Nine Cents /CY	$ 1,507.29
610.14000011	STRUCTURAL SOIL MIX	50	CY	One Hundred Fifty Dollars and Seventy Three Cents /CY	$ 150.73	Seven Thousand Five Hundred Thirty Six Dollars and Fifty Cents /CY	$ 7,536.50

BID SHEET FOR THE
BROADWAY PEDESTRIAN AND TRAFFIC SIGNAL IMPROVEMENTS

CITY OF NEWBURGH, ORANGE COUNTY, NY

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Item No.	Item Description	Est. Qty.	Unit	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Words) (Est. Quantity x Unit Price)	Total Price (In Numbers) (Est. Quantity x Unit Price)
610.1402	TOPSOIL - ROADSIDE	92	CY	One Hundred Fifty Dollars and Seventy Three Cents /CY	$ 150.73	Thirteen Thousand Eight Hundred Sixty Seven Dollars and Sixteen Cents /CY	$ 13,867.16
610.1601	TURF ESTABLISHMENT - ROADSIDE	750	SY	Twenty Seven Dollars and Thirteen Cents /SY	$ 27.13	Twenty Thousand Three Hundred Forty Seven Dollars and Fifty Cents /SY	$ 20,347.50
614.060204	TREE REMOVAL OVER 6 INCHES TO 12 INCHES DIAMETER BREAST HEIGHT - STUMPS GRUBBED	2	EA	Two Thousand Five Hundred Twelve Dollars and Thirteen Cents /EA	$ 2,512.13	Five Thousand Twenty Four Dollars and Twenty Six Cents /EA	$ 5,024.26
615.33010011	TEMPORARY WOODEN TREE GUARD WITHOUT TREE WRAP	9	EA	Six Hundred Two Dollars and Ninety One Cents /EA	$ 602.91	Five Thousand Four Hundred Twenty Six Dollars and Nineteen Cents /EA	$ 5,426.19
619.01	BASIC WORK ZONE TRAFFIC CONTROL	1	LS	Two Hundred Ninety Eight Thousand Nine Hundred Sixty Six Dollars and Thirty Six Cents /LS	$ 298,966.36	Two Hundred Ninety Eight Thousand Nine Hundred Sixty Six Dollars and Thirty Six Cents /LS	$ 298,966.36
619.080101	REMOVE PAVEMENT MARKING STRIPES, TRAFFIC PAINT	19500	LF	Four Dollars and Fifty Two Cents /LF	$ 4.52	Eight Eight Thousand One Hundred Forty Dollars and No Cents /LF	$ 88,140.00
619.1611	MAINTAIN TRAFFIC SIGNAL EQUIPMENT (REQUIREMENT A)	6	INTM	Two Hundred Forty Six Dollars and Thirty Four Cents /INTM	$ 246.34	One Thousand Four Hundred Seventy Eight Dollars and Four Cents /INTM	$ 1,478.04
621.03	CLEANING CLOSED DRAINAGE SYSTEMS	250	LF	Fifteen Dollars and Eight Cents /LF	$ 15.08	Three Thousand Seven Hundred Seventy Dollars and No Cents /LF	$ 3,770.00
621.04	CLEANING DRAINAGE STRUCTURES	9	EA	Seven Hundred Three Dollars and Forty Cents /EA	$ 703.40	Six Thousand Three Hundred Thirty Dollars and Sixty Cents /EA	$ 6,330.60
623.12	CRUSHED STONE (IN-PLACE MEASURE)	3	CY	Two Hundred Dollars and Ninety Seven Cents /CY	$ 200.97	Six Hundred Two Dollars and Ninety One Cents /CY	$ 602.91
625.01	SURVEY OPERATIONS	1	LS	One Hundred Five Thousand Two Hundred Three Dollars and No Cents /LS	$ 105,203.00	One Hundred Five Thousand Two Hundred Three Dollars and No Cents /LS	$ 105,203.00
625.09010015	SUBSURFACE SURVEY	1	LS	Thirty Thousand Four Hundred Nineteen Dollars and Sixty Cents /LS	$ 30,419.60	Thirty Thousand Four Hundred Nineteen Dollars and Sixty Cents /LS	$ 30,419.60
627.50140006	CUTTING PAVEMENT	7300	LF	Fifteen Dollars and Eight Cents /LF	$ 15.08	One Hundred Ten Thousand Eighty Four Dollars and No Cents /LF	$ 110,084.00

BID SHEET FOR THE
BROADWAY PEDESTRIAN AND TRAFFIC SIGNAL IMPROVEMENTS

CITY OF NEWBURGH, ORANGE COUNTY, NY

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634.06010007	RELOCATE PARKING METER	11	EA	One Thousand Four Dollars and Eighty Five Cents /EA	$ 1,004.85	Eleven Thousand Fifty Three Dollars and Thirty Five Cents /EA	$ 11,053.35
634.06070008	DOUBLE MANUAL VANDAL - RESISTANT PARKING METERS. WITH A SINGLE COLLECTION BOX	6	EA	Nine Thousand Five Hundred Forty Six Dollars and Eight Cents /EA	$ 9,546.08	Fifty Seven Thousand Two Hundred Seventy Six Dollars and Forty Eight Cents /EA	$ 57,276.48
637.11	ENGINEER'S FIELD OFFICE - TYPE 1	9	MONTH	Five Thousand Six Hundred Fifty Dollars and No Cents /MONTH	$ 5,650.00	Fifty Thousand Eight Hundred Fifty Dollars and No Cents /MONTH	$ 50,850.00
637.34	OFFICE TECHNOLOGY AND SUPPLIES	2500	DC	One Dollar and No Cents /DC	$ 1.00	Two Thousand Five Hundred Dollars and No Cents /DC	$ 2,500.00
645.5101	GROUND-MOUNTED SIGN PANELS WITHOUT Z-BARS	2	SF	Two Hundred Dollars and Ninety Seven Cents /SF	$ 200.97	Four Hundred One Dollar and Ninety Four Cents /SF	$ 401.94
645.81	TYPE A SIGN POSTS	52	EA	Five Hundred Two Dollars and Forty Three Cents /EA	$ 502.43	Twenty Six Thousand One Hundred Twenty Six Dollars and Thirty Six Cents /EA	$ 26,126.36
647.31	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30SQUARE FEET)	61	EA	Six Hundred Two Dollars and Ninety One Cents /EA	$ 602.91	Thirty Six Thousand Seven Hundred Seventy Seven Dollars and Fifty One Cents /EA	$ 36,777.51
655.05020008	WATERTIGHT SANITARY MANHOLE FRAMES AND COVERS (CASTINGS)	11	EA	Four Thousand Five Hundred Twenty One Dollars and Eighty Three Cents /EA	$ 4,521.83	Forty Nine Thousand Seven Hundred Forty Dollars and Thirteen Cents /EA	$ 49,740.13
655.0806	CAST FRAME F3, UNMOUNTABLE CURB BOX CU3 & PARALLEL BARGRATE 8 PCB	27	EA	Three Thousand Fourteen Dollars and Fifty Five Cents /EA	$ 3,014.55	Eighty One Thousand Three Hundred Ninety Two Dollars and Eighty Five Cents /EA	$ 81,392.85
655.1022	WELDED FRAME AND RECTANGULAR GRATE 22	8	EA	Three Thousand Fourteen Dollars and Fifty Five Cents /EA	$ 3,014.55	Twenty Four Thousand One Hundred Sixteen Dollars and Forty Cents /EA	$ 24,116.40
655.1202	MANHOLE FRAME AND COVER	12	EA	One Thousand Two Hundred Fifty Six Dollars and Six Cents /EA	$ 1,256.06	Fifteen Thousand Seventy Two Dollars and Seventy Two Cents /EA	$ 15,072.72
664.40600006	PRECAST SANITARY SEWER MANHOLE (60 INCH DIAM.)	46	LF	Seven Hundred Three Dollars and Forty Cents /LF	$ 703.40	Thirty Two Thousand Three Hundred Fifty Six Dollars and Forty Cents /LF	$ 32,356.40
680.05010007	360 DEGREE CAMERA VIDEO DETECTION SYSTEM	5	EA	Twenty Four Thousand Five Hundred Fifty Four Dollars and Ninety Cents /EA	$ 24,554.90	One Hundred Twenty Two Thousand Seven Hundred Seventy Four Dollars and Fifty Cents /EA	$ 122,774.50

BID SHEET FOR THE
BROADWAY PEDESTRIAN AND TRAFFIC SIGNAL IMPROVEMENTS

CITY OF NEWBURGH, ORANGE COUNTY, NY

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680.05020007	360 DEGREE CAMERA ASSEMBLY	3	EA	Five Thousand Thirty Nine Dollars and Eighty Cents /EA	$ 5,039.80	Fifteen Thousand One Hundred Nineteen Dollars and Forty Cents /EA	$ 15,119.40
680.06030110	PAINT NEW ALUMINUM PEDESTRIAN POLES (SIZE UNDER 14 FEET)	37	EA	One Thousand Three Hundred Sixty Seven Dollars and Thirty Cents /EA	$ 1,367.30	Fifty Thousand Five Hundred Ninety Dollars and Ten Cents /EA	$ 50,590.10
680.06040110	PAINT NEW ALUMINUM TRAFFIC SIGNAL CABINETS	6	EA	One Thousand Four Hundred Twelve Dollars and Fifty Cents /EA	$ 1,412.50	Eight Thousand Four Hundred Seventy Five Dollars and No Cents /EA	$ 8,475.00
680.5001	POLE EXCAVATION AND CONCRETE FOUNDATION	80	CY	Four Thousand Six Hundred Ten Dollars and Forty Cents /CY	$ 4,610.40	Three Hundred Sixty Eight Thousand Eight Hundred Thirty Two Dollars and No Cents /CY	$ 368,832.00
680.510501	PULLBOX-RECTANGULAR - 26 X 18 INCH, REINFORCED CONCRETE	26	EA	Two Thousand Three Hundred Forty Four Thousand Dollars and Seventy Five Cents	$ 2,344.75	Sixty Thousand Nine Hundred Sixty Three Dollars and Fifty Cents /EA	$ 60,963.50
680.520104	CONDUIT, METAL STEEL, ZINC COATED, 1.25"	392	LF	Twenty Nine Dollars and Sixty Six Cents /LF	$ 29.66	Eleven Thousand Six Hundred Twenty Six Dollars and Seventy Two Cents /LF	$ 11,626.72
680.520106	CONDUIT, METAL STEEL, ZINC COATED, 2"	22	LF	Thirty Nine Dollars and Eighty One Cents /LF	$ 39.81	Eight Hundred Seventy Five Dollars and Eighty Two Cents /LF	$ 875.82
680.520108	CONDUIT, METAL STEEL, ZINC COATED, 3"	730	LF	Sixty Two Dollars and Fifteen Cents /LF	$ 62.15	Forty Five Thousand Three Hundred Sixty Nine Dollars and Fifty Cents /LF	$ 45,369.50
680.60072802	ORNAMENTAL SIGNAL POLE - (SPAN WIRE) 7,000 LB LOAD, 28FT HEIGHT	3	EA	Thirty Two Thousand Seven Hundred Seven Dollars and Eighty Five Cents /EA	$ 32,707.85	Ninety Eight Thousand One Hundred Twenty Three Dollars and Fifty Five Cents /EA	$ 98,123.55
680.60072902	ORNAMENTAL SIGNAL POLE - (SPAN WIRE) 7,000 LB LOAD, 29 FT HEIGHT	5	EA	Thirty Three Thousand Eight Hundred Eighty Five Dollars and Thirty One Cents /EA	$ 33,885.31	One Hundred Sixty Nine Thousand Four Hundred Twenty Six Dollars and Fifty Five Cents	$ 169,426.55
680.60073002	ORNAMENTAL SIGNAL POLE - (SPAN WIRE) 7,000 LB LOAD, 30 FT HEIGHT	3	EA	Thirty Three Thousand Five Hundred Fifty Eight Dollars and Seventy Four Cents	$ 33,558.74	One Hundred Thousand Six Hundred Seventy Six Dollars and Twenty Two Cents	$ 100,676.22
680.60073102	ORNAMENTAL SIGNAL POLE - (SPAN WIRE) 7,000 LB LOAD, 31 FT HEIGHT	1	EA	Thirty Five Thousand One Hundred Forty Three Dollars and No Cents /EA	$ 35,143.00	Thirty Five Thousand One Hundred Forty Three Dollars and No Cents /EA	$ 35,143.00

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680.62183409	FLUTED TRAFFIC SIGNAL POLE, MAST ARM, 18 FEET MOUNTINGHEIGHT, 34 FEET MAST ARM LENGTH	1	EA	Twenty Six Thousand Two Hundred Eighteen Dollars and Twenty Six Cents /EA	$ 26,218.26	Twenty Six Thousand Two Hundred Eighteen Dollars and Twenty Six Cents /EA	$ 26,218.26
680.68080002	ORNAMENTAL TRAFFIC SIGNAL POLE - (BRACKET MOUNT) 8 FT MOUNTING HEIGHT	37	EA	Six Thousand Two Hundred Seventy One Dollars and Fifty Cents /EA	$ 6,271.50	Two Hundred Thirty Two Thousand Forty Five Dollars and Fifty Cents /EA	$ 232,045.50
680.7002	DUAL SPAN WIRE ASSEMBLY WITH UPPER TETHER WIRE	6	EA	One Thousand Seven Hundred Eighty Five Dollars and Forty Cents /EA	$ 1,785.40	Ten Thousand Seven Hundred Twelve Dollars and Forty Cents /EA	$ 10,712.40
680.730514	SIGNAL CABLE 5 CONDUCTOR, 14 AWG	5770	LF	Six Dollars and Twenty Eight Cents /LF	$ 6.28	Thirty Six Thousand Two Hundred Thirty Five Dollars and Sixty Cents /LF	$ 36,235.60
680.731014	SIGNAL CABLE 10 CONDUCTOR, 14 AWG	700	LF	Seven Dollars and Thirty Nine Cents /LF	$ 7.39	Five Thousand One Hundred Seventy Three Dollars and No Cents /LF	$ 5,173.00
680.731514	SIGNAL CABLE 15 CONDUCTOR, 14 AWG	1710	LF	Eight Dollars and Ninety Three Cents /LF	$ 8.93	Fifteen Thousand Two Hundred Seventy Dollars and Thirty Cents /LF	$ 15,270.30
680.732014	SIGNAL CABLE 20 CONDUCTORS, 14 AWG	210	LF	Ten Dollars and Seventeen Cents /LF	$ 10.17	Two Thousand One Hundred Thirty Five Dollars and Seventy Cents /LF	$ 2,135.70
680.79000001	REMOVE TRAFFIC SIGNAL EQUIPMENT	6	LS	Five Thousand Four Hundred Sixty Nine Dollars and Twenty Cents /LS	$ 5,469.20	Thirty Two Thousand Eight Hundred Fifteen Dollars and Twenty Cents /LS	$ 32,815.20
680.80210010	2070 LITE CONTROLLER	6	EA	Seven Thousand One Hundred Eighty Six Dollars and Eighty Cents /EA	$ 7,186.80	Forty Three Thousand One Hundred Twenty Dollars and Eighty Cents /EA	$ 43,120.80
680.80320108	FURNISH AND INSTALL MICROCOMPUTER CABINET (TYPE 330SR)	6	EA	Twenty Thousand Four Hundred Forty One Dollars and Seventy Cents /EA	$ 20,441.70	One Hundred Twenty Two Thousand Six Hundred Fifty Dollars and Twenty Cents /EA	$ 122,650.20
680.810101	TRAFFIC SIGNAL MODULE - 12 INCH, RED BALL, LED	44	EA	One Hundred Thirty Five Dollars and Sixty Cents /EA	$ 135.60	Five Thousand Nine Hundred Sixty Six Dollars and Forty Cents /EA	$ 5,966.40
680.810103	TRAFFIC SIGNAL MODULE - 12 INCH, YELLOW BALL, LED	44	EA	One Hundred Thirty Five Dollars and Sixty Cents /EA	$ 135.60	Five Thousand Nine Hundred Sixty Six Dollars and Forty Cents /EA	$ 5,966.40
680.810105	TRAFFIC SIGNAL MODULE - 12 INCH, GREEN BALL, LED	44	EA	One Hundred Thirty Five Dollars and Sixty Cents /EA	$ 135.60	Five Thousand Nine Hundred Sixty Six Dollars and Forty Cents /EA	$ 5,966.40

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680.810107	TRAFFIC SIGNAL SECTION - TYPE I, 12 INCH	132	EA	Three Hundred Thirty Two Dollars and Twenty Two Cents /EA	$ 332.22	Forty Three Thousand Eight Hundred Fifty Three Dollars and Four Cents /EA	$ 43,853.04
680.8111	TRAFFIC SIGNAL BRACKET ASSEMBLY - 1 WAY	8	EA	Six Hundred Thirty Two Dollars and Eighty Cents /EA	$ 632.80	Five Thousand Sixty Two Dollars and Forty Cents /EA	$ 5,062.40
680.8112	TRAFFIC SIGNAL BRACKET ASSEMBLY - 2 WAY	16	EA	Nine Hundred Twenty Six Dollars and Sixty Cents /EA	$ 926.60	Fourteen Thousand Eight Hundred Twenty Five Dollars and Sixty Cents /EA	$ 14,825.60
680.8113	TRAFFIC SIGNAL BRACKET ASSEMBLY - 3 WAY	2	EA	One Thousand Fourteen Dollars and Forty Six Cents /EA	$ 1,014.46	Two Thousand Twenty Eight Dollars and Ninety Two Cents /EA	$ 2,028.92
680.81310209	ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITHOUT POLE	46	EA	One Thousand Seven Hundred Four Dollars and Four Cents /EA	$ 1,704.04	Seventy Eight Thousand Three Hundred Eighty Five Dollars and Eighty Four Cents /EA	$ 78,385.84
680.813103	PEDESTRIAN SIGNAL SECTION - TYPE I 12 INCH	92	EA	Four Hundred Sixty Dollars and Forty Eight Cents /EA	$ 460.48	Forty Two Thousand Three Hundred Sixty Four Dollars and Sixteen Cents /EA	$ 42,364.16
680.813105	PEDESTRIAN SIGNAL MODULE - 12 INCH BI-MODAL, HAND/MAN SYMBOLS LED	46	EA	Four Hundred Twenty Four Dollars and Eighty Eight Cents /EA	$ 424.88	Nineteen Thousand Five Hundred Forty Four Dollars and Forty Eight Cents /EA	$ 19,544.48
680.8141	PEDESTRIAN SIGNAL BRACKET MOUNT ASSEMBLY	46	EA	Four Hundred Fifty Two Dollars and No Cents /EA	$ 452.00	Twenty Thousand Seven Hundred Ninety Two Dollars and No Cents /EA	$ 20,792.00
680.81500010	PEDESTRIAN COUNT-DOWN TIMER MODULE	46	EA	Four Hundred Twenty Four Dollars and Eighty Eight Cents /EA	$ 424.88	Nineteen Thousand Five Hundred Forty Four Dollars and Forty Eight Cents /EA	$ 19,544.48
680.81990008	TRAFFIC SIGNAL BACK PLATES WITH YELLOW REFLECTIVE TAPE	46	EA	Six Hundred Sixty Six Dollars and Seventy Cents /EA	$ 666.70	Thirty Thousand Six Hundred Sixty Eight Dollars and Twenty Cents /EA	$ 30,668.20
680.8210	OVERHEAD SIGN ASSEMBLY, TYPE J	2	EA	Eight Hundred Two Dollars and Thirty Cents /EA	$ 802.30	One Thousand Six Hundred Four Dollars and Sixty Cents /EA	$ 1,604.60
680.82201908	BREAKAWAY TRANSFORMER BASE (TRAFFIC)	37	EA	One Thousand Two Hundred Twenty Six Dollars and Five Cents /EA	$ 1,226.05	Forty Five Thousand Three Hundred Sixty Three Dollars and Eighty Five Cents /EA	$ 45,363.85
680.90920008	ELECTRIC METER SOCKET, 200 AMP, SINGLE PHASE, 240/120 VOLT W/BYPASS SWITCH FOR SIGNAL INSTALLATIONS	6	EA	One Thousand Five Hundred Ninety Three Dollars and Thirty Cents /EA	$ 1,593.30	Nine Thousand Five Hundred Fifty Nine Dollars and Eighty Cents /EA	$ 9,559.80
680.94997008	FURNISH AND INSTALL ELECTRICAL DISCONNECT GENERATOR SWITCH	6	LS	One Thousand Nine Hundred Thirty Two Dollars and Thirty Cents /LS	$ 1,932.30	Eleven Thousand Five Hundred Ninety Three Dollars and Eighty Cents /LS	$ 11,593.80

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680.95020615	SERVICE CABLE - 2 CONDUCTOR, 6 AWG	510	LF	Four Dollars and Ninety Seven Cents /LF	$ 4.97	Two Thousand Five Hundred Thirty Four Dollars and Seventy Cents /LF	$ 2,534.70
683.08020104	3G/4G LTE GATEWAY MODEM W/ANTENNA	6	EA	Six Thousand One Hundred Twenty Four Dollars and Sixty Cents /EA	$ 6,124.60	Thirty Six Thousand Seven Hundred Forty Seven Dollars and Sixty Cents /EA	$ 36,747.60
685.11	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS	26040	LF	Five Dollars and Nine Cents /LF	$ 5.09	One Hundred Thirty Two Thousand Five Hundred Forty Three Dollars and Sixty Cents /LF	$ 132,543.60
685.12	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS	840	LF	Five Dollars and Nine Cents /LF	$ 5.09	Four Thousand Two Hundred Seventy Five Dollars and Sixty Cents /LF	$ 4,275.60
691.0400002	TRAINING REQUIREMENTS	51000	DC	One Dollar /DC	$ 1.00	Fifty One Thousand Dollars /DC	$ 51,000.00
697.03	FIELD CHANGE PAYMENT	251000	DC	One Dollar /DC	$1.00 /DC	TWO HUNDRED AND FIFTY THREE THOUSAND DOLLARS /DC	$ 251,000
698.04	ASPHALT PRICE ADJUSTMENT	270	DC	One Dollar /DC	$1.00 /DC	TWO HUNDRED AND EIGHTY DOLLARS /DC	$ 270
698.05	FUEL PRICE ADJUSTMENT	790	DC	One Dollar /DC	$1.00 /DC	EIGHT HUNDRED DOLLARS /DC	$ 790
699.040001	MOBILIZATION	1	LS	Two Hundred Forty Two Thousand Four Hundred Dollars and No Cents /LS	$ 242,400.00	Two Hundred Forty Two Thousand Four Hundred Dollars and No Cents /LS	$ 242,400.00
				TOTAL BASE BID PRICE IN NUMBERS	$ 6,755,973.11		
				TOTAL BASE BID PRICE IN WORDS	Six Million Seven Hundred Fifty Five Thousand Nine Hundred Seventy Three Dollars and Eleven Cents		

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				ALTERNATE 1			
609.0212	DEDUCT STONE CURB NEAR VERTICAL FACE (NVF)	-2972	LF	Ninety Five Dollars and Forty Seven Cents /LF	$ 95.47	Two Hundred Eighty Three Thousand Seven Hundred Thirty Six Dollars and Eighty Four Cents /LF	$ (283,736.84)
609.0401	ADD CAST IN PLACE CONCRETE CURB TYPE VF150	2972	LF	Fifty Two Dollars and Fifty Cents /LF	$ 52.50	One Hundred Fifty Six Thousand Thirty Dollars and No Cents /LF	$ 156,030.00
609.0214	DEDUCT STONE CURB NEAR VERTICAL FACE (NVF)	-1010	LF	Ninety Five Dollars and Forty Seven Cents /LF	$ 95.47	Ninety Six Thousand Four Hundred Twenty Four Dollars and Seventy Cents /LF	$ (96,424.70)
609.0403	ADD CAST-IN-PLACE CONCRETE CURB TYPE M150	1010	LF	Fifty Seven Dollars and Seventy Five Cents /LF	$ 57.75	Fifty Eight Thousand Three Hundred Twenty Seven Dollars and Fifty Cents /LF	$ 58,327.50
680.60072802	DEDUCT ORNAMENTAL SIGNAL POLE - (SPAN WIRE) 7,000 LB LOAD. 28FT HEIGHT	-3	EA	Twenty Nine Thousand Four Hundred Fifty Three Dollars and Forty Five Cents /EA	$ 29,453.45	Eighty Eight Thousand Three Hundred Sixty Dollars and Thirty Five Cents /EA	$ (88,360.35)
680.600728	ADD TRAFFIC SIGNAL POLE-SPAN WIRE 7,000 POUND LOAD. 28 FEET LONG	3	EA	Fifteen Thousand Nine Hundred Fifty Seven Dollars and Eighty Six Cents /EA	$ 15,957.86	Forty Seven Thousand Eight Hundred Seventy Three Dollars and Fifty Eight Cents /EA	$ 47,873.58
680.60072902	DEDUCT ORNAMENTAL SIGNAL POLE - (SPAN WIRE) 7,000 LB LOAD. 29 FT HEIGHT	-5	EA	Thirty Thousand Six Hundred Thirty Dollars and Ninety One Cents /EA	$ 30,630.91	One Hundred Fifty Three Thousand One Hundred Fifty Four Dollars and Fifty Five Cents /EA	$ (153,154.55)
680.600729	ADD TRAFFIC SIGNAL POLE-SPAN WIRE 7,000 POUND LOAD. 29 FEET LONG	5	EA	Seventeen Thousand Eighty Two Dollars and Twenty Two Cents /EA	$ 17,082.21	Eighty Five Thousand Four Hundred Eleven Dollars and Five Cents /EA	$ 85,411.05
680.60073002	DEDUCT ORNAMENTAL SIGNAL POLE - (SPAN WIRE) 7,000 LB LOAD. 30 FT HEIGHT	-3	EA	Thirty Thousand Three Hundred Four Dollars and Thirty Four Cents /EA	$ 30,304.34	Ninety Thousand Nine Hundred Thirteen Dollars and Two Cents /EA	$ (90,913.02)
680.600730	ADD TRAFFIC SIGNAL POLE-SPAN WIRE 7,000 POUND LOAD. 30 FEET LONG	3	EA	Sixteen Thousand Six Hundred Ninety Nine Dollars and Fourteen Cents /EA	$ 16,699.14	Fifty Thousand Ninety Seven Dollars and Forty Two Cents /EA	$ 50,097.42
680.60073102	DEDUCT ORNAMENTAL SIGNAL POLE - (SPAN WIRE) 7,000 LB LOAD. 31 FT HEIGHT	-1	EA	Thirty One Thousand Eight Hundred Eighty Eight Dollars and Sixty Cents /EA	$ 31,888.60	Thirty One Thousand Eight Hundred Eighty Eight Dollars and Sixty Cents /EA	$ (31,888.60)
680.600731	ADD TRAFFIC SIGNAL POLE-SPAN WIRE 7,000 POUND LOAD. 31 FEET LONG	1	EA	Eighteen Thousand Fifty Five Dollars and Fourteen Cents /EA	$ 18,055.14	Eighteen Thousand Fifty Five Dollars and Fourteen Cents /EA	$ 18,055.14
680.62183409	DEDUCT FLUTED TRAFFIC SIGNAL POLE, MAST ARM, 18 FEET MOUNTING HEIGHT, 34 FEET MAST ARM LENGTH	-1	EA	Twenty Two Thousand Nine Hundred Sixty Three Dollars and Eight Six Cents /EA	$ 22,963.86	Twenty Two Thousand Nine Hundred Sixty Three Dollars and Eight Six Cents /EA	$ (22,963.86)

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680.621834	ADD TRAFFIC SIGNAL POLE, MAST ARM, 18 FEET MOUNTING HEIGHT,34 FEET ARM LENGTH	1	EA	One Thousand Nine Hundred Nineteen Dollars and Eighty Seven Cents /EA	$ 1,919.87	One Thousand Nine Hundred Nineteen Dollars and Eighty Seven Cents /EA	$ 1,919.87
680.68080002	DEDUCT ORNAMENTAL TRAFFIC SIGNAL POLE - (BRACKET MOUNT) 8 FT MOUNTING HEIGHT	-37	EA	Five Thousand One Hundred Eighty Six Dollars and Seventy Cents /EA	$ 5,186.70	One Hundred Ninety One Thousand Nine Hundred Seven Dollars and Ninety Cents /EA	$ (191,907.90)
680.6808	ADD TRAFFIC SIGNAL POLE-BRACKET MOUNT 8 FEET MOUNTING HEIGHT	37	EA	One Thousand Three Hundred Eighty Nine Dollars and Ninety Cents /EA	$ 1,389.90	Fifty One Thousand Four Hundred Twenty Six Dollars and Thirty Cents /EA	$ 51,426.30
				TOTAL ALTERNATE 1 BID PRICE IN NUMBERS	$ (490,208.96)		
				TOTAL ALTERNATE 1 BID PRICE IN WORDS	Four Hundred Ninety Thousand Two Hundred Eight Dollars and Ninety Six Cents		

TOTAL BASE BID + ALTERNATE 1 BID PRICE IN NUMBERS	$ 6,265,784.15
TOTAL BASE BID + ALTERNATE 1 BID PRICE IN WORDS	Six Million Two Hundred Sixty Five Thousand Seven Hundred Sixty Four Dollars and Fifteen Cents

CERTIFIED COPY OF RESOLUTION
OF
BOARD OF DIRECTORS OF VERDE ELECTRIC MAINT. CORP.
PINs 8005.26 & 8758.15 Broadway Pedestrian and Traffic Signal Improvements
BID No. 12.24

City of Newburgh, New York

VERDE ELECTRIC MAINTENANCE CORP.
Name of Corporation

Resolved that GIULIO C. MONACO, JR. , PRESIDENT
Authorized Signatory *Title*

of VERDE ELECTRIC MAINTENANCE CORP. Authorized to sign and submit the Bid of the Corporation for
Name of Corporation

the following project: PINs 8005.26 & 8758.15 Broadway Pedestrian and Traffic Signal Improvements
and to include in such Bid the Certificate as to Non-Collusion, and for any inaccuracies or misstatements in such Certificate this Corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by:

VERDE ELECTRIC MAINTENANCE CORP.
Name of Corporation

At a meeting of its Board of Directors held on the 28TH day of AUGUST 20 24

By: [signature] Title: CFO

Seal

This form must be completed if the Bidder is a Corporation

If BIDDER is:

An Individual

By: _____

Individual's Name *Seal*

Doing business as _____

Business Address: _____

Phone Number:

A Partnership

By: _____

Firm Name *Seal*

General Partner _____

Business Address: _____

Phone Number:

A Corporation

By: VERDE ELECTRIC MAINT. CORP.

Corporation Name *Seal*

State of Incorporation: NEW YORK

Authorized Signatory: GIULIO CHIARCOJR. Title: PRESIDENT

Attestation: _____

Secretary *Seal*

Business Address: _____

Phone Number: _____

Date qualified to do business: _____

A Joint Venture

By: _____

Individual's Name *Seal*

Address: _____

By: _____

Individual's Name *Seal*

Address: _____

Official Communications Address: _____

_____

Official Communications Phone Number: _____

Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.

This page has been intentionally left blank.

NON-COLLUSIVE BIDDING CERTIFICATION
(NYS Finance Law §139-d and General Municipal Law §103-d)

1. By submission of this bid:

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award, nor shall any award be made where (a)(1)(2) and (3) above have not been complied with; provided, however, that if in any case, the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore. Where (a)(1)(2) and (3) above have not been complied with, the bid shall not be considered for award, nor shall any award be made unless the head of the purchasing unit of the state, public department, or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised pricelists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to the state or any public department, agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation."

STATE NON-COLLUSIVE BIDDING CERTIFICATIONS MUST BE INCLUDED IN EVERY BID PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.

NON-COLLUSIVE BIDDING CERTIFICATION (2 CFR 1200)

"By submission of this bid, the Bidder does hereby tender to the Owner this sworn statement pursuant to Section 1128 of Title 23, U. S. Code-Highways and does hereby certify, in conformance with said Section 112 of Title 23, U. S. Code-Highways that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract."

The signatory to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency,

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years,

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

EXCEPTIONS: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions).

FEDERAL NON-COLLUSIVE BIDDING CERTIFICATION MUST BE INCLUDED IN EVERY BID PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.

REVISED October 2023

REPORTING VIOLATIONS OF NON-COLLUSIVE BIDDING PROCEDURES, MISCONDUCT OR OTHER PROHIBITED CONTRACT ACTIVITIES

US DEPARTMENT OF TRANSPORTATION OFFICE OF INSPECTOR GENERAL - FRAUD, WASTE & ABUSE HOTLINE

The U.S. Department of Transportation (USDOT) Office of Inspector General (OIG) maintains a Hotline for receiving allegations of fraud, waste, abuse, or mismanagement in USDOT programs or operations. Persons with knowledge of bid collusion (i.e., contractors, suppliers, work persons, etc.), or other questionable contract-related practices (inadequate materials, poor workmanship, theft of materials, etc.), are encouraged to report such activities by calling the Hotline at 1-800-424-9071, emailing hotline@oig.dot.gov, or writing to the USDOT Inspector General, 1200 New Jersey Ave SE, West Bldg. 7th Floor, Washington, DC 20590. Allegations may be reported 24 hours a day, seven days a week by DOT employees, contractors, or the general public.

NEW YORK STATE OFFICE OF THE INSPECTOR GENERAL HOTLINE

The New York State Office of the Inspector General maintains a Hotline for receiving allegations of governmental misconduct. Reports of New York State governmental misconduct may be made in strict confidence to the Toll-Free 24-hour Statewide HOTLINE at 1-800-DO RIGHT (1-800-367-4448), the online complaint form at www.ig.ny.gov or in writing to the New York State Office of the Inspector General, Empire State Plaza, Agency Building 2 - 16th Floor, Albany, New York 12223.

THIS PAGE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.

NON-COLLUSIVE BIDDING CERTIFICATION
BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address: 89 Edison Ave.
Street or P. O. Box No.

City Mt. Vernon

State NY ZIP 10550

Federal Identification No.: 13-4009669

Name of Contact Person: Giulio C. Monaco, Jr.

Phone # of Contact Person: 914.664.7000

If Bidder is a Corporation:

President's Name & Address: Giulio C. Monaco, Jr. - Armonk, NY

Secretary's Name & Address: Andrew Kohlman - White Plains, NY

Treasurer's Name & Address:

If Bidder is a Partnership:

Partner's Name & Address:

Partner's Name & Address:

If Bidder is a Sole Proprietorship:

Owner's Name & Address:

THIS PAGE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.

COMBINED CERTIFICATION FORM

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents including all amendments, at the prices bid; subject to the Changed Conditions provisions if applicable,

2. Accompany this proposal with a bid bond, certified check or bank cashier's check for the specified amount of deposit required,

3. All the terms and conditions of the non-collusive bidding certifications required by §139-d of the State Finance Law and 2 CFR Part 1200,

4. Certify, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions or civil judgments required by FHWA Form 1273 Required Contract Provisions Federal-Aid Construction Contracts-Section X "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion",

5. Certify that no Federal appropriated funds have been paid or will be paid, to any person for lobbying a Federal official or employee, or disclosure was made in accordance with 31 USC 1352 required by FHWA Form 1273 Required Contract Provisions Federal-Aid Construction Contracts-Section XI "Certification Regarding Use of Contract Funds for Lobbying",

6. Attest that its performance of the services outlined in this proposal does not and will not create a conflict of interest with nor position the firm to breach any other contract currently in force with the State of New York,

7. Certify that it understands the prohibitions under the Federal False Claims Act (31 USC §3729) and the New York State False Claims Act (NYS Finance Law Article 13),

8. Certify that all information provided to the Department with respect to the requirements contained in the Procurement Lobbying Law (State Finance Laws §139-j and §139-k) is complete,
true and accurate,

9. Affirm, under penalty of perjury, that all the responses provided to the Department with respect to its submitted Form CCA-2 New York State Vendor Responsibility Questionnaire For-Profit Construction, are complete, true, and accurate, and further affirms and acknowledges that it must remain a responsible Contractor throughout the duration of the contract, in accordance with §105-05 Vendor Responsibility,

10. Provide commitments to meet the established DBE goal(s) prior to award or demonstrate good faith efforts to do so,

11. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law.

12. Certify to all other clauses required by this proposal and contained herein.

Dated 8.28 , 2024

Legal Name of person, firm or corporation Verde Electric Maintenance Corp.

By _____
Signature (Title) President

(Acknowledgment by **Individual Contractor)**
STATE OF NEW YORK)
COUNTY OF) SS:

On this day of , 20 , before me personally came , to me known and known to me to be described in and who executed the foregoing instrument, and that he/she acknowledged that he/she executed the same.

_____
Notary Public

(Acknowledgment by **Individual Contractor, If a Corporation)**
STATE OF NEW YORK)
COUNTY OF Westchester) SS:

On this 28th day of Aug. , 2024 , before me personally came Giulio C. Monaco, Jr., to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at , and that he/she is the of the the corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

PATRICIA ANN LILLO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KO6042464
Qualified In Westchester County
Commission Expires May 30, 2026

Notary Public

(Acknowledgment of **Co-Partnership Contractor)**
STATE OF NEW YORK)
COUNTY OF) SS:

On this day of , 20 , before me personally came , to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of , consisting of himself/herself and , and that he/she executed the foregoing instrument in the firm name of and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm of for the uses and purposes mentioned herein.

_____
Notary Public

SECTION 00 43 13.15

AFFIDAVIT - WORKER'S COMPENSATION

PINs 8005.26 & 8758.15 Broadway Pedestrian and Traffic Signal Improvements

BID No. 12.24

City of Newburgh, New York

STATE OF: NEW YORK)
) SS:
County of: WESTCHESTER)

I, GIULIO C. MONACO, JR. of the Town, Village, City of ARMONK
in the County of WESTCHESTER and the State of NEW YORK
of full age, being duly sworn according to law on my oath depose and say that:
I am PRESIDENT, an officer of the firm of VERDE ELECTRIC MAINT. CORP.
being duly sworn, deposes and says that he now carries or that he has applied for a Worker's Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

VERDE ELECTRIC MAINT. CORP.
Contractor Name

Subscribed and sworn to GIULIO C. MONACO, JR PRESIDENT
Name of Affiant *Title of Affiant*

Signature of Affiant

before me this 28TH day of AUGUST, 2024
Notary Public of NEW YORK STATE
My commission expires: 5.30.26

Notary Signature:

Affix Notary Seal or Stamp below

PATRICIA ANN LILLO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KO6042464
Qualified in Westchester County
Commission Expires May 30, 2026

PATRICIA ANN LILLO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KO6042464
Qualified in Westchester County
Commission Expires May 30, 20

SECTION 00 43 13.14

BIDDER'S QUALIFICATION QUESTIONNAIRE

PINs 8005.26 & 8758.15 Broadway Pedestrian and Traffic Signal Improvements

BID No. 12.24

City of Newburgh, New York

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink).

1. How many years has your firm been in business as a Contractor?

   in years: 20 YEARS

2. List projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed (use additional sheet, if necessary).

   ATTACHED

3. List projects presently under construction by your firm, the dollar volume of the contract and the percentage completion of the contract.

   ATTACHED

4. Work awarded to you; if so, state where and why.

   ATTACHED

5. What equipment do you own that is available for this work?

   ATTACHED

6. What equipment do you plan to rent or purchase for this work?

   NONE - WE HAVE ALL NECESSARY EQUIPMENT NEEDED TO COMPLETE PROJECT.

VERDE ELECTRIC
MAINTENANCE CORP. #2

Most recent completed contracts-updated: 3.21.24

Job #	Description	G.C./Owner	Contact Person	Phone #	Contract #	Contract Amount	Date Completed
8177	2020 City of Yonkers Traffic Signal Imp.	City of Yonkers	Dominic Micka	914-377-6739	IFB-6500	$851,000	Dec. 2021
8183	Wireless Vehicle Detection System	NYSDOT	Dan Edzenga	845-672-4501	D246247	$774,300	Dec. 2021
8184	Street Lighting Imp. - New Rochelle	City of New Rochelle	Pat Sbano	914-654-2135	19-024B	$428,100	Dec. 2021
8198	Warburton/Lamartine - Charter School	Siska Northeast	Brian Scala	203-650-9185	xx	$221,900	Aug. 2021
8214	Rehabilitation of 6 Bridges	ELQ Industries	Leo Dragone	914-654-1040	D264065	$300,585	Dec. 2023
8226	Regent St. Intersection Improvements	Village of Port Chester	Suzette Lopane	914-260-4805	2021-01	$461,450	Dec. 2022
8228	Rt,.17K Asphalt Resurfacing	ELQ Industries	Leo Dragone	914-654-1040	D264395	$192,610	Dec. 2022

8/21/2024

VERDE ELECTRIC
MAINTENANCE CORP. #3

Incomplete Projects-Updated: 3.21.24

Job #	Description	Agency/GC	Contact Person	Phone #	Contract #	Contract Amount	Scheduled Completion Date
8214	Rehabilitation of 6 Bridges	ELQ Industries	Leo Dragone	914-654-1040	D264065	$300,585	Dec. 2024
8218	Traffic Signal Improvements @ 7 Locations	JR Cruz	Vito Brunetti	732-290-0700	D264286	$1,440,065	Dec. 2024
8222	4 Bridge Rehab	Restani	Alex Kulcsar	718-728-0870	D264324	$335,000	Dec. 2024
8170	Bundled Bridges Lower Hudson	Halmar International	Matt Katkocin	347-203-8583	D900049	$4,850,000	Dec. 2024
8299	Replacement of Traffic Signal @ Pelham Rd.	City of New Rochelle	Joshua Mendez	347-770-5674	21-023	$3,722,506	Dec. 2024
8270	Wurts Bridge	Wurts Bridge Constructors LLC	Tim Gassert	845-325-5399	D264534	$2,030,000	July 2024
8375	Replacement of ITS Equipment	NYS Thruway Authority	Jessica Mandy	845-216-4128	TANY23-10IR/D214851	$4,372,494	July 2024
8383	LHTL, Traffic Signals, Cameras, VMS	NYS Dept. of Transportation	Ben Theodore	845-849-4194	D264942	$25,457,635	March 2026

#5

Schedule of Verde Owned Equipment

Qty.	Equipment
20	35-40' Bucket Trucks
1	60' Bucket Truck
3	Digger Derrick Pole Trucks
4	Utility Box Trucks
15	Vans
30	P/U Trucks
10	Rack Body Trucks
5	6 Wheel Dump Trucks
1	10 Wheel Dump Truck
2	CAT 420 Backhoes
1	Vermeer CC135
2	Panel Trucks w/Compressor 175
3	Tag Along Compressors 185
2	Attenuator Dump Truck
6	Mini Excavators
3	Komatsu Excavators(PC300,PC200,PC78)
2	Front End Loaders
5	Trailers – Various
10	4 Wheel Drive Vehicles
3	Arrow Board
3	Walk Behind Concrete Saws
2	Asphalt Roller
1	Cat Skid Steer w/Milling Attachment
3	Wire Pulling/Feeding Reel Carrier Trucks
1	Gradell Off Road Forklift
10	Aloca Fujokure Fusion Splicing Machines
10	OTDR Testing Machines Anritsu

Plant @ 89 Edison Ave. Mt. Vernon, NY 10550

7. Have you ever performed work under the direction of a Professional Engineer or Registered Architect? If so, list up to three (3) such firms giving the name of the firm, its address, telephone number and the name of the project. (List most recent projects).

COLLIERS ENG. - 400 COLUMBUS AVE VALHALLA, NY. 10595 - 914.347.7500 VARIOUS PROJECTS
AKRF ENG. - 440 PARK AVE NEW YORK, NY 10016 - 914.922.2367 VARIOUS PROJECTS
DTS PROVIDENT - 120 BROADWAY WHITE PLAINS, NY. 10601 - 914.428.0010 VARIOUS PROJECTS

8. Give the name, address and telephone number of an individual who represents each of the following and whom the OWNER may contact to investigate your financial responsibility: a surety, a bank, and a major material supplier.

SURETY - VICTORIA LYONS - 40 STANFORD DR. FARMINGTON, CT. 06032 860.269.2160
BANK - M&T BANK - JARED MOLLIS - 303 S. BROADWAY TARRYTOWN, NY. 10591
SUPPLIER - TRAFFIC SYSTEMS INC - RICHARD SALVICO JR. 1 CORPORATE DR. HOLTSVILLE, NY. 11742

9. Provide a financial statement for your company. This should include a balance and income statement for your most recent fiscal year. A certified audit is preferred but not required. Use an insert sheet, if needed. Only three (3) lowest bidders shall submit this information (if requested by OWNER) to the OWNER within forty-eight (48) hours of the opening of the Bids.

SEE ATTACHED

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

The business is a CORPORATION
Type of Legal Entity

The address of principal place of business is:
89 EDISON AVE.
MT. VERNON, NY. 10550

The names of the corporate officers, or partners, or individual doing business under a trade:

GIULIO C. MONACO, JR. - PRESIDENT - 100%

#9

VERDE ELECTRIC CORP. AND AFFILIATE

SCHEDULE I – COMBINING BALANCE SHEET

DECEMBER 31, 2023

	Verde Electric Corp.	Verde Electric Maintenance Corp.	Eliminations	Total
Assets				
Current Assets				
Cash and cash equivalents	$ 10,312,354	$ 8,178,824	$ 365,822	$ 18,857,000
Contracts and retainage receivable, net	12,657,271	13,382,447	(737,281)	25,302,437
Contract assets, including conditional retainage of $3,993,900	10,322,624	2,970,861	--	13,293,485
Prepaid expenses and other current assets	1,922,748	233,773	--	2,156,521
Equity investment in joint venture	846,004	--	--	846,004
Total Current Assets	36,061,001	24,765,905	(371,459)	60,455,447
Property and Equipment				
Vehicles	5,808,553	3,486,099	--	9,294,652
Construction equipment	1,656,539	1,153,454	--	2,809,993
Office equipment, furniture and fixtures	311,763	965,027	--	1,276,790
Leasehold improvements	384,589	451,850	--	836,439
	8,161,444	6,056,430	--	14,217,874
Less accumulated depreciation	4,512,092	2,843,306	--	7,355,398
Total Property and Equipment, net	3,649,352	3,213,124	--	6,862,476
Operating Lease Right-of-Use Assets, net	1,293,001	200,138	--	1,493,139
Other Assets				
Security deposits and other assets	193,603	101,494	--	295,097
Due from related party	5,124,386	--	(5,124,386)	--
Total Other Assets	5,317,989	101,494	(5,124,386)	295,097
Total Assets	$ 46,321,343	$ 28,280,661	$ (5,495,845)	$ 69,106,159

See independent auditors' report on supplementary information.

VERDE ELECTRIC CORP. AND AFFILIATE

SCHEDULE I – COMBINING BALANCE SHEET (CONTINUED)

DECEMBER 31, 2023

	Verde Electric Corp.	Verde Electric Maintenance Corp.	Eliminations	Total
Liabilities and Stockholders' Equity				
Current Liabilities				
Line of credit	$ 9,564,835	$ --	$ --	$ 9,564,835
Current portion of long-term debt, net	154,750	17,037	--	171,787
Current maturities of operating lease liabilities	768,894	92,287	--	861,181
Current maturities of financing lease liabilities	205,105	121,899	--	327,004
Insurance financing payable	1,453,983	--	--	1,453,983
Accounts payable	7,815,717	4,003,476	(371,459)	11,447,734
Accrued expenses	4,328,521	349,056	--	4,677,577
Contract liabilities, net of conditional retainage of $4,245,208	4,288,629	6,337,025	--	10,625,654
Total Current Liabilities	28,580,434	10,920,780	(371,459)	39,129,755
Long-Term Liabilities				
Long-term debt - less current maturities, net	546,652	86,087	--	632,739
Operating lease liabilities - less current maturities	532,084	106,874	--	638,958
Financing lease liabilities - less current maturities	795,187	321,945	--	1,117,132
Due to related party	--	5,124,386	(5,124,386)	--
Deferred income taxes	159,806	14,342	--	174,148
Total Long-Term Liabilities	2,033,729	5,653,634	(5,124,386)	2,562,977
Total Liabilities	30,614,163	16,574,414	(5,495,845)	41,692,732
Stockholders' Equity				
Additional paid-in capital	60,000	2,500	--	62,500
Retained earnings	15,647,180	11,703,747	--	27,350,927
Total Stockholders' Equity	15,707,180	11,706,247	--	27,413,427
Total Liabilities and Stockholders' Equity	$ 46,321,343	$ 28,280,661	$ (5,495,845)	$ 69,106,159

See independent auditors' report on supplementary information.

SECTION 00 43 20

Certification Pursuant to Section 103-g of the New York State General Municipal Law

IRANIAN ENERGY SECTOR DIVESTMENT ACT AFFIDAVIT

PINs 8005.26 & 8758.15 Broadway Pedestrian and Traffic Signal Improvements

BID No. 12.24

City of Newburgh, Orange County, New York

1 By submission of this Bid/Proposal, each Bidder/Proposer and each person signing on behalf of any Bidder/Proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

2 A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph 1 above has not been complied with; provided, however, that in any case the Bidder/Proposer cannot make the foregoing certification set forth in Paragraph 1 above, the Bidder/Proposer shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph 1 above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the Bid/Proposal is made, or his/her designee, may award a Bid/Proposal, on a case by case business under the following circumstances:

i. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

ii. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Name: Giulio C. Movaco, Jr. Title: President

Signature: [signature]

Date: 8·28·24 Company Name: Verde Electric Maint. Corp.

Subscribed and sworn to Giulio C Movaco Jr President

Name of Affiant *Title of Affiant*

[signature]

Signature of Affiant (in blue ink)

before me this 28th day of August, 2024

Affix Notary Seal or Stamp below

Notary Public of New York State

My commission expires: 5·30·26

Notary Signature: [signature]

PATRICIA ANN LILLO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KO6042464
Qualified in Westchester County
Commission Expires May 30, 2026

This Affidavit must be completed by all Bidders

PATRICIA ANN LILLO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KO6042464
Qualified in Westchester County
Commission Expires May 30, 20[illegible]

SECTION 00 73 39

DISADVANTAGED/MINORITY/WOMENS BUSINESS ENTERPRISE (D/M/WBE) UTILIZATION GOALS

PINs 8005.26 & 8758.15 Broadway Pedestrian and Traffic Signal Improvements

BID No. 12.24

City of Newburgh, New York

The Department has established the following utilization goal(s) for this contract, expressed as a percentage of the total contract bid price. For clarification of Disadvantaged Business Enterprise (DBE) Utilization, Minority Business Enterprise (MBE), and Women's Business Enterprise (WBE) Utilization, Refer to Appendix A-1.

1. Disadvantaged Business Enterprise (DBE) Utilization Goal 10% (Federal Aid Only)
2. Minority Business Enterprise (MBE) Utilization Goal 0% (Non-Federal Aid Only)
3. Women's Business Enterprise (WBE) Utilization Goal 0% (Non-Federal Aid Only)

Directories and/or Information related to the current certification statue of Disadvantaged Business Enterprises, can be obtained by contacting:

NYS Department of Transportation
Office of Civil Rights
Sixth Floor
Albany, NY 12232
(518) 457-1129
https://www.dot.ny.gov/main/business-center/civil-rights

Directories and/or Information related to the current certification statue of Minority and Women's Business Enterprises, can be obtained by contacting:

Empire State Development Corporation
Office of Minority and Women's Business Development
30 S. Pearl Street
Albany, NY 12245
(518) 292-5250
www.esd.ny.gov/MWBE.html
www.empire.state.ny.us

Disadvantaged Business Enterprise Officer
The Bidder shall designate and enter below the name of the Disadvantaged/Minority/Women's Business Enterprise Officer who will have the responsibility for the D/M/WBE Utilization.

Bidder Designated D/M/WBE Officer

Name: TRICIA LILLO Title: EXEC. ASST. / DBE OFFICER

Phone Number: 914.664.7000

RETURN THIS PAGE WITH BID

AAP 14LL
(5/2021)

Federal DBE Commitment and GFE Bid Requirements

Letting Date: 8.29.24

Proposer Name Verde Electric Maintenance Corp.

Address: 89 Edison Ave. Mt. Vernon, NY 10550

PIN 8005.26 & 8758.75
Contract # D036472 & D036469
DBE Goal 10 **% as Stated in the Advertisement**

We hereby submit a DBE commitment of 10 % for the above-referenced project.

Identified below are the commitment(s) to certified* DBE's for this contract:

DBE Name:	Work Category*	Description of Work	DBE Credit % (A)	Commitment (B)	DBE Credit (AxB)
Example Company: Drainage R Us Address: 2543 Lexington Street, Troy, NY 12180	Construction	Closed Drainage Installation	100	$1,120,000	$1,120,000
Falanga Trucking Address: 45 Eisenhower Dr. Middletown, NY 10940	Construction	Trucking & Dumping	100	$93,000.00	$423,000.00
Arold Construction Address:51 Powder Mill Bridge Rd. Kingston, NY 12401	Construction	Cleaning Dr. Strt./Pipe	100	$8,350.00	$8,350.00
JP Hogan Address: 680 Gulf Ave. Staten Island, NY 10314	Construction	Cutting Pavement	100	$36,500.00	$36,500.00
Du-All Industries Address: 32 Fradelos St. Port Jefferson Sta., NY 11776	Construction	Traffic Sign Work	100	$50,800.00	$50,440.00
Nova Tech, LLC Address: 480 Forest Ave. Locust Valley, NY 11560	Material Supplier	Furnish Traffic Signal Equip.	60	$237,921.67	$142,753.00
ACT Electrical Supply Address: 43-73 9th St. Long Island City, NY 11101	Material Supplier	Furnish Conduit & Wire	60	$26,406.30	$15,843.78

**Only submit DBE(s) that you have verified are certified to perform/supply the identified commitments.*

Total Commitment: $676,886.78

You are required to have firm commitments at the time of Letting. Within 5 calendar days of notification as apparent Low Bidder, you shall enter exactly (as shown) all of the DBE commitments identified here, into Equitable Business Opportunity Solution (EBO), NYSDOT's civil rights reporting software. No substitutions or reductions in commitments will be allowed without prior approval by the Sponsor, in accordance with NYSDOT Standard Specification §105-21.D.3.

NOTE: Bids may be submitted below the DBE Goal. If you do not meet the DBE Goal and are identified as apparent Low Bidder, you will be required to submit a Good Faith Effort package to the Sponsor, within 5 calendar days of notification.

*Key: Work Categories:	DBE Credit %
Construction	100
Fabricator	100
Manufacturer	100
Material Supplier	60
Professional Service	100
Trucking Firm	100

Submitted By:

Enter Proposers Contact Information

Name: Giulio C. Monaco, Jr.

Title: President

Company Federal Tax ID XX-XXXXXXX 13-4009669

Northeastern Joint Apprenticeship & Training Committee

1513 Ben Franklin Highway
Douglassville, PA 19518
Tel. 610-326-2860
Fax 610-326-2924

The Northeastern Joint Apprenticeship and Training Program prepares you for the challenges and rewards of a career in the Outside Electrical Industry – building and maintaining America's electric power line systems – from the ground up. We are registered with the United States Department of Labor. Our National Apprenticeship and Training Standards, have been approved by the Bureau of Apprenticeship and Training. They certify that the Standards conform to the labor standards, which the United States Department of Labor believes are necessary to safeguard the welfare of apprentices as well as producing Qualified Journeyman Linemen.

COURSE DESCRIPTION

The Northeastern Joint Apprenticeship and Training Committee for the Outside Electrical Industry provides apprentice linemen with the following training program:

- *On-the-job training: a minimum of 7,000 hours total, over approximately 3½ years.*
- *Off-the-job training: 144 hours minimum for each year of apprenticeship.*
- *The program is seven periods. Each period is clearly defined as to subject matter and hours of training required.*
- *Off-the-job training provides basic theoretical and "how-to" knowledge. It supports on-the-job training as both progress in scope and difficulty. Study of your at-home course materials will give you the knowledge and the confidence to be effective – and safe – in the field.*

COURSE OBJECTIVE

When you finish, you will understand electrical power transmission and distribution systems– from the ground up. Upon completion of the Northeastern Apprentice Training Program, the International Brotherhood of Electrical Workers will accept you as a Journeyman Lineman.

COURSE TOPICS

Each apprentice shall be required to participate in related instructions away from the job as specified in this section.

Topics to be studied (completed) as part of the required NJATC curriculum shall include, but not be limited to those listed.

FIRST YEAR – 144 HOURS MIN.	• CLIMBING TECHNIQUE & SAFEGUARDS • ELECTRICAL GROUNDING • ELECTRICAL THEORY • INDUSTRY ORIENTATION • JOB INFORMATION • LINE CONDUCTOR INSTALLATION • MATHEMATICS • OSHA/SAFETY AWARENESS • RIGGING • SAFETY & HEALTH AWARENESS
SECOND YEAR – 144 HOURS MIN.	• BLUEPRINT READING • DISTRIBUTION ANALYSIS, TESTING & REPAIR • ELECTRICAL THEORY • INDUSTRY ORIENTATION • JOB INFORMATION • LINE CONDUCTOR INSTALLATION • MATHEMATICS • OSHA/SAFETY AWARENESS • STREET LIGHTING • SURVEYING • TRANSFORMERS
THIRD YEAR – 144 HOURS MIN.	• ALTERNATIVE ENERGY SOURCES • ELECTRICAL GROUNDING • ELECTRICAL THEORY • FIBER OPTICS • INDUSTRY ORIENTATION • JOB INFORMATION • LIVE LINE MAINTENANCE • MARKETING • POWER QUALITY • SAFETY & HEALTH AWARENESS • SUBSTATIONS • SYSTEMS ANALYSIS, REPAIR & CERTIFICATION

HOURS OF WORK

Each apprentice is required to send in a monthly work report detailing the type of work they are doing. This information is closely monitored by the Apprenticeship Sub-Committee to ensure the apprentice's training is diversified in all types of linework. Apprentice rotations are reviewed on a monthly basis.

Work Process	approx. hours of on-the-job training
First Period Perform duties as prescribed by the written policy statement of the Committee, providing for work both on the ground and aloft including climbing to assure suitability for the trade before probationary period expires.	1,000
Transmission – Steel Assembly and erection of steel towers, including cellular towers, placement of footings and materials, attachment of insulators and the stringing, splicing, dead-ending, armor rod installation, and clipping of conductors.	750
Transmission – Wood Framing, erection, and guying of wood-poles and the installation of hardware insulators and conductors thereon.	500
Transmission/Distribution – Substations Assembly and erection of steel and wood components and the installation and connection of busses, grounds, switches, circuit breakers, transformers, regulators, and other substation equipment.	500
Distribution – New Construction Material handling, framing, and erection of poles, installation of anchors and guys, stringing, splicing, sagging of conductors and fiber on de-energized construction work. Installation of cable and electrical components on de-energized underground (URD) systems.	500
Distribution – Maintenance and Re-Build General maintenance work near energized distribution conductors including pole replacement, conductor replacement, changing insulators and cross-arms, changing and installing transformers, capacitors, regulators, switches, and other electrical components.	750

Street Lighting Installation and maintenance of street lighting systems, traffic systems and the associated control systems.	500
Distribution – Live Line Maintenance Rubber glove work on energized primary and secondary distribution circuits. Hot stick work on distribution, sub-transmission and transmission circuits.	2,500

Total Minimum Hours of On-The-Job Training **7,000**

EVALUATION AND GRADING

Each apprentice is required to satisfactorily complete the National Electrical Course for Apprentice Lineman. They must pass three (3) climbing skills tests at different periods of their apprenticeship to ensure they are competent for Journeyman status.

PHYSICAL REQUIREMENTS

Electrical work is sometimes hazardous and strenuous. Apprentices must be able to function as a part of a highly skilled team dependent on each other for safety and achievement.

Apprentice Training Requirements include the following:

- must be physically and mentally able to safely perform or learn to safely perform essential functions of the job either with or without reasonable accommodations.
- must be able to climb and work from ladders, poles and towers of various heights.
- must be able to crawl and work in confined spaces such as manholes and crawlspaces
- must be able to work outdoors in mild to extreme environmental conditions and sometimes for long hours depending on the job. .

These are some of the many activities of a Lineman:

- Haul poles, towers and material over various terrain with heavy equipment and rigging
- Dig holes for poles, anchors and foundations: dig trenches for underground systems using powered equipment and manual tools
- Construct concrete foundations for towers

- Assemble and erect towers, Lineman climb wood poles to 125 feet, steel poles to 200 feet, and steel towers to 500 feet, or whatever heights may be required
- String, splice, sag and deadend wires and cables
- Install new wires and cables overhead, underground and on poles in circuits energized from 110 volts to 34,500 volts and higher, with proper use of protective clothing and equipment
- Install transformers in new and on existing construction, without service interruption
- Install electrical service lines to customer facilities
- Install street lights and traffic signals
- Build substations
- Repair electric facilities under stormy weather conditions
- Align poles and towers with a surveyor's transit
- Operate line construction equipment. Employ special lineman's tools to best advantage

Job safety and productivity are of the utmost importance to the Northeastern Joint Apprenticeship and Training Committee. Linework is a challenging and risky profession and our first concern is for a safe and healthy work environment. We believe that each apprentice can graduate as a skilled union craftsman.

Northeastern Joint Apprenticeship & Training Committee

Building careers in the outside electrical industry

SECTION 00 43 13.13

BID BOND

PINs 8005.26 & 8758.15 Broadway Pedestrian and Traffic Signal Improvements

BID No. 12.24

City of Newburgh, New York

BIDDER, *Name and Address*:

Verde Electric Maintenance Corporation
89 Edison Avenue, Mt. Vernon, NY 10550

SURETY, *Name and Address of Principal Place of Business*:

Arch Insurance Company
3 Parkway, Ste 1500, Philadelphia, PA 19102

OWNER, *Name and Address*:

City of Newburgh
83 Broadway Newburgh, NY 12550

BID:

Due Date: August 15, 2024

Project, *brief description and location*:

PINs 8005.26 & 8758.15 Broadway Pedestrian and Traffic Signal Improvements

located at City of Newburgh, Orange County, NY

BOND:

Bond Number: N/A

Date, *no later than Bid Due Date*: 8/12/2024

Penal Sum: Five Percent of Amount Bid (5%)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER: Verde Electric Maintenance Corporation
Bidder's Name and Corporate Seal

By: President
Signature and Title

Attest:
Signature and Title

SURETY, *attached power of attorney*: Arch Insurance Company
Surety's Name and Corporate Seal

By:
Signature and Title Victoria P. Lyons, Attorney-in-Fact

Attest:
Signature and Title Amanda Jovino, Witness

1. Above addresses are to be used for giving required notice.
2. Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.
3. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
4. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bid Documents the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents and Contract Documents.
5. This obligation shall be null and void if:
   - 5.1 OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bid Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
   - 5.2 All Bids are rejected by OWNER, or
   - 5.3 OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bid Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
6. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
7. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
8. No suit or action shall commence under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one (1) year after Bid Due Date.
9. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
10. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
11. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
12. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted form this Bond shall be deemed to be included herein as if set forth at length. If any provision of any Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
13. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

CORPORATE ACKNOWLEDGMENT

State of NEW YORK
County of WESTCHESTER Ss.:

On this 28th day of AUGUST in the year 2024, before me personally come(s) GIULIO C. MONACO, JR to me known, who, being by me duly sworn, deposes and says that same resides in ARMONK, NY that same is the PRESIDENT of the WELDE ELECTRIC HAPDT. CORP. the corporation described in and which executed the foregoing instrument; that same knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that same singed the name thereto by like order.

PATRICIA ANN LILLO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KO6042464
Qualified In Westchester County
Commission Expires May 30, 2026

(Signature of Notary taking acknowledgment)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of
County of _____ Ss.:

On this _____ day of _____ in the year 2024, before me personally come(s) _____ to me known, who, being by me duly sworn, deposes and says that same resides in _____ that same is the _____ of the _____ the Limited Liability Company described in and which executed the foregoing instrument; that same knows the seal of the said corporation; that the seal affixed to the said instrument; and that same authorized under the Articles of Organization and the Operating Agreement as amended and in effect this date to execute the forgoing instrument and so bind the Limited Liability Company.

_____
(Signature of Notary taking acknowledgment)

SURETY ACKNOWLEDGMENT

State of Connecticut
County of Hartford Ss.:

On this 12th day of August in the year 2024, before me personally come(s) Victoria P. Lyons to me know, who, being by me duly sworn, deposes and says that same resides in Farmington, CT that same is the Attorney-in-Fact of the Arch Insurance Company the corporation described in and which executed the foregoing instrument; that same knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation and that same signed the name thereto by like order.

JESSICA L. PICCIRILLO
NOTARY PUBLIC
MY COMM EXP 6/30/2025
CONNECTICUT

(Signature of Notary taking acknowledgment)

Jessica L. Piccirillo
My comm expires: 6/30/2025

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.
Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Anthony Panno, Diane Moraski, Jessica L. Piccirillo, Kathleen M. Flanagan, Richard A. Leveroni, Russell M. Canterbury and Victoria P. Lyons of Farmington, CT (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars ($150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **31st day of March, 2023**.

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company
CORPORATE SEAL 1971
Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1166622

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION
I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated March 31, 2023** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 12th day of August, 20 24

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company
CORPORATE SEAL 1971
Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2023

Assets

Cash & Cash Equivalents in Banks	$328,130,777
Bonds owned	6,481,021,338
Stocks	813,423,103
Premiums in course of collection	945,968,974
Accrued interest and other assets	1,398,321,681
Total Assets	$ 9,966,865,873

Liabilities

Reserve for losses and adjustment expenses	$3,580,722,897
Reserve for unearned premiums	1,770,436,315
Ceded reinsurance premiums payable	1,021,006,333
Amounts withheld or retained by company for account of others	165,467,758
Reserve for taxes, expenses and other liabilities	986,839,682
Total Liabilities	$7,524,472,985
Surplus as regards policyholders	2,442,392,888
Total Surplus and Liabilities	$9,966,865,873

By: _____ Attest: _____
Executive Vice President, Chief Financial Officer and Treasurer — Executive Vice President, General Counsel and Secretary

State of New Jersey)
) SS
County of Hudson)

Thomas James Ahern, Executive Vice President, Chief Financial Officer and Treasurer and Regan Shulman, Executive Vice President, General Counsel and Secretary being duly sworn, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2023.

Subscribed and sworn to before me, this 7 day of March 2024

Notary Public Barbara Lee

BARBARA A. LEE
Commission # 50107758
Notary Public, State of New Jersey
My Commission Expires
June 27, 2024

RESOLUTION NO.: 232 - 2024

OF

NOVEMBER 12, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH WSP USA, INC. FOR PROFESSIONAL ENGINEERING CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES FOR THE BROADWAY PEDESTRIAN AND TRAFFIC SIGNAL IMPROVEMENTS PROJECT (PIN# 8005.26) IN THE AMOUNT OF $655,000.00

WHEREAS, by Resolution No. 124-2019 of May 28, 2019, the City Council of the City of Newburgh approved a Master Federal-aid Local Project Agreement with the New York State Department of Transportation to fund the preliminary engineering, final design and right-of-way incidentals phases for the Broadway Pedestrian and Traffic Signal Improvements Project (PIN# 8005.26) (the "Project"); and

WHEREAS, the City of Newburgh used an RFQ process for selecting a design consultant in accordance with the Federal Aid process, and by Resolution No. 98-2020 of April 27, 2020, the City Council approved a contract with WSP USA, Inc. for professional engineering design services for the Project (PIN# 8005.26) in the amount of $423,100.00; and

WHREREAS, WSP USA, Inc. has submitted a proposal for professional engineering construction administration and inspection services related to the Project; and

WHEREAS, the cost of the services in the amount of $655,000.00 shall be derived from NYSDOT/Federal Aid Reimbursement of up to 80% with 20% matching funds derived from the City's OCTC TIP Reserve Fund and the American Rescue Plan Act; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that approving the contract for such work would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with WSP USA, Inc. for professional engineering construction administration and inspection services related to the Broadway Pedestrian and Traffic Signal Improvements Project (PIN# 8005.26) in the amount of $655,000.00.

#232-24

Engineering
Consultant Agreement

PIN(s) 8005.26 City of Newburgh Contract No. _____

Agreement made this ____ day of _____, **20**___ by and between

The City of Newburgh
having its principal office at 83 Broadway, in the City of Newburgh, NY
(to be known throughout this document as the ***"Sponsor"***)

and

WSP USA Inc.
having its office at 500 Summit Lake Drive, Suite 450, Valhalla, NY
(to be known throughout this document as the ***"Consultant")***

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this Agreement as ***PINs 8005.26 Broadway Pedestrian and Traffic Signal Improvements*** (as described in detail in Attachment A annexed hereto, the "Project") the Sponsor has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Sponsor has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, the **City Manager, *Todd Venning***, is authorized to enter this Agreement on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This contract consists of the following:

- **Agreement Form** - This document titled "Engineering Consultant Agreement";
- **Attachment A** - Project Description and Funding;
- **Attachment B** – Scope of Services;
- **Attachment C** - Staffing Rates, Hours, Reimbursables and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

2.1 The Consultant shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment B In performing the services under this Agreement, Consultant will use the degree of care and skill ordinarily exercised under similar circumstances by members of similar profession at the same location during the same time period subject to this Agreement ("Standard of Care").

2.2 The Consultant shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior to beginning any of the work of this Project. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment B.

2.3 The Consultant will commence work no later than ten (10) days after receiving notice to proceed from the Sponsor.

ARTICLE 3. COMPENSATION METHODS, RATES, AND PAYMENT

As full compensation for the Consultant's work, services and expenses hereunder the Sponsor shall pay to the Consultant, and the Consultant agrees to accept compensation based on the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

Q3.1 Cost Plus Fixed Fee Method

ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLABLE RATE/AMT or %	INTERIM PAYMENTS
Item I	o Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this Project on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all persons working part-time on this Project. o The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor. o If, within the term of this Agreement, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance	o Actual cost incurred in the performance of this Agreement as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative. o Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Agreement, all subject to audit. o Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor.	o The Consultant shall be paid in monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C. o Bills are subject to approval of the Sponsor and Sponsor's Representative.
Item II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Agreement; all subject to audit.	All reimbursement for travel, meals, and lodging shall be made at the actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	

Q3.1 Cost Plus Fixed Fee Method			
ITEM	**DESCRIPTION OF ITEMS WITHIN METHOD**	**APPLABLE RATE/AMT or %**	**INTERIM PAYMENTS**
Item III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	
Item IV	o Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), subpart 1-31.2 as modified by sub-part 1-31.105, and applicable policies and guidelines of the Sponsor, NYSDOT and FHWA. o For the purpose of this Agreement, an accounting period shall be the Consultant 's fiscal year. An audit of the accounting records of the Consultant shall be made by the Sponsor for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.	o The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this Article and shall be a FAR compliant rate initially established as 131% for office staff and 98% for field staff, subject to audit.	
Item V	o Negotiated Lump Sum Fixed Fee. o Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.		
Item VI	The Maximum Amount Payable under this Agreement including Fixed Fees unless this Agreement is formally amended or supplemented by	Maximum Amount Payable under this Method shall be **$655,500.**	

Q3.1 Cost Plus Fixed Fee Method			
ITEM	**DESCRIPTION OF ITEMS WITHIN METHOD**	**APPLABLE RATE/AMT or %**	**INTERIM PAYMENTS**
	reason of a substantial change in the scope, complexity or character of the work to be performed.		

ARTICLE 4. INSPECTION

The duly authorized representatives of the Sponsor, and on Federally aided projects, representatives of the NYSDOT and the FHWA, shall have the right at all times to inspect the work of the Consultant.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the Sponsor:

A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.

B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than $300,000, an audit may be waived by the Sponsor.

C. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than $300,000, an audit may be waived by the Sponsor.

5.2 In order to enable the Sponsor to process the final payment properly and expeditiously, the Consultant is advised that all of the following documents and submissions, as the same may be appropriate to this Agreement, are considered to be necessary to enable the commencement of the audit.

I. Records of Direct Non-Salary Costs;

II. Copies of any subcontracts relating to said Agreement;

III. Location where records may be examined; and

IV. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The Sponsor will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the Consultant of the final payment shall operate as and shall be a release to the Sponsor from all claims and liability to the Consultant, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the

Consultant under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Agreement within the compensation provided shall be continuously reviewed by the Consultant. The Consultant shall notify the Sponsor of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Sponsor on a monthly basis or such alternative interval as the Sponsor directs in writing.

7.2 If the Consultant is of the opinion that any work the Consultant has been directed to perform is beyond the scope of the Project and constitutes extra work, the Consultant shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the Consultant in a fair and equitable manner. If necessary, an amendment to the Project Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the Consultant for execution after approvals have been obtained from necessary Sponsor officials, and, if required from the FHWA.

7.3 In the event of any claims being made or any actions being brought in connection with the Project, the Consultant agrees to render to the Sponsor all assistance required by the Sponsor. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, the Sponsor's directions shall be exercised by the issuance of a separate Agreement, if necessary.

ARTICLE 8. CONSULTING LIABILITY

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

Further, it is expressly understood that the Consultant shall indemnify and save harmless the Sponsor from damages and costs of every name and description resulting from the negligent performance of the services of the Consultant under this Agreement, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the Consultant 's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Nothing in this

Article or in this Agreement shall create or give to third parties any claim or right of action against the Sponsor beyond such as may legally exist irrespective of this Article or this Agreement.

The Consultant shall procure and maintain for the duration of the Project, Professional Liability Insurance in the amount of One Million Dollars ($1,000,000) , issued to and covering damage for liability imposed on the Consultant by this Agreement or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Agreement. The Consultant shall supply any certificates of insurance required by the Sponsor and adhere to any additional requirements concerning insurance.

The Sponsor shall in no event be liable or responsible for damage or injury to any person or property caused by the use, maintenance, or operation of any vehicle or other equipment by, or the action of, Consultant or Consultant's employees, subcontractors and agents in performing the services. Consultant shall assume all liability for any injury, sickness, disease or death to any employee, subcontractor and/or agent arising out of or resulting from performance of the services.

ARTICLE 9. WORKERS' COMPENSATION AND LIABILITY INSURANCE

This Agreement shall be void and of no effect unless the Consultant shall secure Workers' Compensation Insurance for the benefit of, and keep insured during the life of this Agreement, such employees as are necessary to be insured in compliance with the provisions of the Workers' Compensation Law of the State of New York.

The Consultant shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this Agreement. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this Agreement in the sum of at least $1,000,000.00 (One Million Dollars) each. The automobile liability insurance policy shall include coverage for owned, non-owned and hired private passenger and commercial vehicles. The policies shall be written on a primary and non-contributing coverage basis. The Sponsor shall be named as an Additional Insured on the policies.

The Consultant shall furnish a certified copy of said policies to the Sponsor at the time of execution of this Agreement. Certificates shall provide those thirty (30) days written notice, by registered mail with return receipt requested, prior to cancellation or expiration be given to the Sponsor. Policies that lapse and/or expire during the term of work shall be recertified and received by the Sponsor no less than thirty (30) days prior to expiration or cancellation.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the Project existing in the office of the Sponsor or existing in the offices of the Consultant shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 11. RECORDS RETENTION

The Consultant shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Agreement (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Sponsor, NYSDOT, FHWA, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of the Consultant within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The Consultant agrees that no charges or claim for damages shall be made by the Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Sponsor may decide, it being understood however, that the permitting of the Consultant T to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Sponsor of any of its rights herein. Nothing in this Article will prevent the Consultant from exercising its rights under Article 7 of this Agreement.

ARTICLE 13. TERMINATION

The Sponsor shall have the absolute right to terminate this Agreement upon seven (7) days written notice, and such action shall in no event be deemed a breach of contract:

A. for convenience of the Sponsor - if a termination is brought about for the convenience of the Sponsor and not as a result of unsatisfactory performance on the part of the Consultant, final payment shall be made based on the basis of the Consultant 's compensable work delivered or completed prior to and under any continuing directions of such termination.

B. for cause - if the termination is brought about as a result of the Sponsor's determination of material breach of contract on the part of the Consultant, the value of the work performed by the Consultant prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the Consultant to the point of termination and acceptable to the Sponsor, of the total amount of work contemplated by the Project Agreement.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as Consultant, the rights and duties of the Consultant shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the Sponsor shall make all payments due to them.

In case of the death or disability of all the persons herein referred to as the Consultant, all data and records pertaining to the Project shall be delivered within sixty (60) days to the Sponsor or his duly authorized representative. In case of the failure of the Consultant 's successors or personal representatives to make such delivery on demand, then in that event the representatives of the Consultant shall be liable to the Sponsor for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Sponsor, the Sponsor will pay to the representatives of the Consultant all amounts due the Consultant, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

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

ARTICLE 16. INDEPENDENT CONTRACTOR

The Consultant, in accordance with its status as an independent contractor, covenants and agrees that the Consultant will conduct itself consistent with such status, that the Consultant will neither hold its representatives out as, nor claim to be, an officer or employee of the Sponsor by reason hereof, and that the Consultant will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Sponsor, including but not limited to Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 18. TRANSFER OF AGREEMENT

The Consultant specifically agrees that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of its right, title or interest therein, or its power to execute such Agreement, to any other person, company or corporation, without the previous consent in writing of the Sponsor.

If this provision is violated, the Sponsor may revoke and annul the Agreement and the Sponsor shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the Consultant shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the Sponsor.

ARTICLE 19. PROPRIETARY RIGHTS

The Consultant agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. However, the Consultant agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS

All Subcontractors and Subconsultants performing work on this project shall be bound by the same required contract provisions as the Consultant. All agreements between the Consultant and a subcontractor or other Subconsultant shall include all standard required contract provisions, and such agreements shall be subject to review by the Sponsor.

ARTICLE 20.1 PROMPT PAYMENT. While federal regulation (49 CFR 26.29[1]) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

[1] http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=936406b1c92895795069232a53fb110f&rgn=div8&view=text&node=49:1.0.1.1.20.2.18.5&idno=49

The signatory to this Agreement, being duly sworn, certifies that, except as noted below, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

C. does not have a proposed debarment pending; and

D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The parties certify, by signing this Agreement to the best of their knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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 undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

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 Section 1352, Title 31, U.S. Code. 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.

The prospective participant also agrees by submitting their bid or proposal that they shall require that the language of this certification be, included in all lower tier subcontracts,

which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

A. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Sponsor may in certain circumstances, provide compensation for such work.

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

C. The rights and remedies of the Sponsor provided for under this Agreement are in addition to any other rights and remedies provided by law.

D. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The Consultant agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with 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 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Agreement for the construction, alteration or repair of any public building or public work 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, Consultant agrees that neither it nor its Subconsultants 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 Agreement. Consultant is subject to fines of fifty dollars ($50.00) per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 1506.5(c)

If the work of the Project includes the preparation of an Environmental Impact Statement (EIS), the signatory to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

a. an existing contract for Project's ROW incidental work or construction engineering; or

b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the Project alternatives.

This does not preclude the Consultant from being awarded a future contract covering the work described in this Article.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS

For all contracts other than personal services in excess of $5,000, the Consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of $20,000 except printing contracts in excess of $10,000, the Consultant shall solicit a number of sealed bids from qualified Subcontractors so that at least three (3) bids will be received. The Consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. 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 Consultant'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, Consultant and its subconsultants 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.

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, the Consultant agrees, as a material condition of the Agreement, that neither the Consultant 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 Consultant, or any of the aforesaid affiliates of the Consultant, 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 Agreement, amendment or modification thereto shall be rendered forfeit and void. The Consultant shall so notify the Sponsor and the New York State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (see 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

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

ARTICLE 30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA.

At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

ARTICLE 31. MISCELLANEOUS

31.1 ***Executory Agreement.*** This Agreement shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Sponsor beyond the monies legally available for the purposes hereof.

31.2 ***Waiver.*** No waiver made by either party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation hereunder shall be considered a waiver of any of the rights of that party with respect to any other default or breach. No such waiver shall be valid unless it is in writing duly signed by the party waiving the right or rights.

31.3 ***Severability.*** If any term or provision of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law.

31.4 ***Governing Law.*** This Agreement shall be governed by and construed under the laws of the State of New York.

31.5 ***Modification or Amendment.*** No amendment, change or modification of this Agreement shall be valid unless in writing, signed by both Parties hereto.

31.6 ***Binding Effect.*** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the Parties hereto.

31.7 ***Entire Agreement.*** This Agreement contains the entire terms and obligations between the Parties as to subject matter herein and supersedes all prior agreements whether oral or written between the Parties hereto. This Agreement may be modified only by a written instrument signed by the Parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first above written.

Reference: Sponsor Contract # _____

Sponsor	Consultant
Signature: _____	Signature: _____
Name: Todd Venning	Name: Scott Geiger, PE
Title: City Manager & CEO	Title: Sr. Vice President, Local Business Leader
Date: _____	Date: _____

ACKNOWLEDGMENT OF THE CITY OF NEWBURGH

STATE OF NEW YORK
ss:
COUNTY OF ORANGE

On this _____day of _____, 20 _____ before me, the subscriber, personally came **Todd Venning** to me known, who, being by me duly sworn, did depose and say; that he/she resides in Newburgh, New York; that he/she is the City Manager of the City of Newburgh, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of Sponsor.

_____

Notary Public, _____ County, NY

ACKNOWLEDGMENT OF THE CONSULTANT

STATE OF NEW YORK
ss:
COUNTY OF WESTCHESTER

On this _____day of _____, 20 _____ before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed same.

_____

Notary Public,_____ County, NY

Attachment A

Engineering Consultant Agreement
Project Description and Funding

PIN: 8005.26 *Term of Agreement Ends:* March 1, 2026
BIN: N/A

☐ Main Agreement ☐ Amendment to Contract ☒Supplement to Contract

Phase of Project Consultant to work on:

☐ P.E./Design ☐ ROW Incidentals ☐ ROW Acquisition ☒ Construction, C/I, & C/S

Dates or term of Consultant Performance:
Start Date: December 1, 2024
Finish Date: March 1, 2026

PROJECT DESCRIPTION:

PIN 8005.26 – Broadway Pedestrian and Traffic Signal Improvements

Project Location:

Broadway between Route 9W and Grand Street, City of Newburgh, NY

Consultant Work Type(s): See Attachment B for more detailed Scope of Services.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:
$655,500

Attachment B:
Scope of Services

Section 8 - Construction Support Services

8.01 Construction Support

The Consultant will provide design response to unanticipated or changed field conditions, analyze, and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the Sponsor under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the Consultant will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The Consultant will analyze and make recommendations on the implementation of changes proposed by the Sponsor or the construction contractor. This includes the Traffic Control Plan.
- The Consultant will interpret and clarify design concepts, plans and specifications.
- The Consultant will review and approve all submittals, inclusive shop drawings, product data, and material samples for construction.

Section 9 - Construction Inspection

9.01 Equipment

The Contractor will furnish office space and basic office furnishings for the Consultant, as part of the Agreement.

The Consultant will furnish all other office, field and field laboratory supplies, and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The Consultant must provide, to the satisfaction of the Sponsor, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The Consultant must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the Project.

9.03 Sponsor Project Engineer

This Project Engineer shall be the Sponsor's official representative on the contract and the Consultant shall report to and be directly responsible to said Project Engineer.

9.04 Ethics

Prior to the start of work, the Consultant shall submit to the Sponsor a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The Consultant shall provide all necessary health and safety related training, supervision, equipment and programs for inspection staff assigned to the Project.

9.06 Staff Qualifications and Training

The Consultant shall provide sufficient trained personnel to adequately and competently perform the requirements of this Agreement.

9.07 Scope of Services / Performance Requirements

The Consultant will enforce the specifications and identify in a timely manner to the Sponsor local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the Project.

The work to be performed in this project is described in the following sub-tasks:

9.071 General and Pre-Construction Activities

Pre-construction Work - The Consultant shall review and become thoroughly familiar with all aspects of the work to be performed by the Contractor.

The Consultant shall prepare a table showing all procedures for routing of correspondence and submittals and shall identify all appropriate parties and channels.

The Consultant shall review thoroughly the project Construction Management Plan (CMP) and sign his/her name at the designated location. The CMP shall be updated as necessary to conform with NYSDOT requirements.

Project File - The Consultant shall establish and maintain a project file at the work site. The file shall provide for a records control system that records and files all correspondence and related documents from

construction commencement through final closeout. All records shall be kept in accordance with the Manual of Uniform Record Keeping (MURK).

The adoption of an automated records keeping software based on MURK procedures and documents is required, such as APPIA, Field Manager or equivalent application. The purchase and maintenance cost of this software application to document project administration activities is reimbursable.

9.072 Contractor Monitoring and Coordination

Contractor's Plant, Personnel and Performance - The Consultant shall assess the adequacy of the contractor's personnel and procedures, including safety, certifications, equipment, materials, means and methods, in the performance of the work.

Easements, Permits, and Variances - The Consultant shall verify that the contractor has identified and is in compliance with all easements, permits and variances as may be required.

Contractor's Compliance with Contractual Reporting Requirements - The Consultant shall monitor and ensure the contractor's compliance with contractual reporting requirements for bonds, insurance, certified payroll, DBE goals, safety, quality control and other programs as specified in the Construction Management Plan.

Submittals - The Consultant shall have the overall responsibility for coordination and expedition of all submittals and ensuring timely submittal turnarounds.

For related design submittals, including shop drawings, product data and material samples, the Designer shall have the primary responsibility for approval. In such cases, the Designer will solicit comments from the Sponsor and the Consultant before processing the submittals.

For field related submittals, such as safety, erection plans, and temporary construction, the Consultant will have the primary responsibility for approval. In such cases the Consultant will solicit comments from the Sponsor and the Designer before processing the submittals.

Deliverables - The Consultant shall receive, log, review, distribute, coordinate and monitor all contractor deliverables to verify that they are received in accordance with the schedule, and are in conformance with construction contract requirements, and take corrective actions as necessary where such deliverables are missing or deficient.

Field Inspection and Testing - The Consultant shall ensure that the work

is performed according to the construction contract documents, and that all specified quality control functions are instituted and carried out.

In this regard, the Consultant shall implement a Quality Assurance Plan to ensure that the contractor's work is performed and completed in conformance with the construction contract documents.

The Consultant shall implement Quality Assurance on behalf of the City and will establish material testing and acceptance process. The material testing procedures must be tailored based on NYSDOT CIM. The Consultant shall hire an independent testing company to approve/certify construction materials as per the Construction Management Plan (CMP). The Consultant must inform the Contractor of the proper notification process for in-plant testing performed by NYSDOT-Region 8 Materials.

When necessary, the Consultant shall provide the services of a survey party to monitor the layout of any replacement structures, verify elevations and confirm the accuracy of the contractor's survey control.

Materials Monitoring - The Consultant shall identify a time frame for all of the long lead items, track the contractor's delivery of materials and equipment and inspect the materials using inspections guidelines to identify non-conforming materials. The Consultant shall document any material deficiencies along with their resolution.

Safety - The contractor has the primary responsibility for the safety of his/her employees. The contractor shall be required to prepare a written Safety Program and submit it to the Sponsor for review. Specific requirements of the contractor's Safety Program are detailed in the project specifications.

The Consultant shall monitor the contractor's work practices for compliance with the approved Safety Program. Non-compliance and unsafe work practices shall be discussed during construction progress meetings and documented in the meeting minutes. In addition, safety issues and their resolution shall be reported on in the Consultant's Monthly Report.

9.073 Meetings, Schedules, and General Administration

Meetings - The Consultant shall attend all meetings required to manage the Project including: the pre-construction meeting, monthly progress meetings, construction schedule meetings, and coordination meetings with environmental agencies and other organizations or municipalities affected by the Project as may be required. In addition, the Consultant shall chair progress meetings, construction schedules, and coordination meetings.

The Consultant shall schedule, establish an agenda, notify the appropriate attendees, and issue detailed minutes for all project meetings chaired by the Consultant. Copies of the minutes shall be distributed to all attendees as well as others determined by the Consultant. Minutes shall be distributed so that all parties receive them within seven calendar days of the meeting. The Consultant shall include a detailed list of action items resulting from each meeting, listing the date the item was established, the responsible party and the target date for resolution. The Consultant shall follow-up with the responsible party until the action item is completed.

Minutes of meetings shall not be used as a vehicle to direct the contractor to do certain work, rather, separate letters, RFI, RFCOP, and/or CO, shall be issued to the contractor with specific directions and all appropriate parties shall receive a copy of such letters.

The Consultant shall keep the Sponsor, through its designated representatives, apprised of the contractor's anticipated work schedule approximately every two (2) weeks. The Contractor will notify the area residents, businesses, and emergency services of any sidewalk, travel lane, or shoulder closures, and any other Project-related events that may affect them.

Construction Schedule - The Consultant shall review and monitor the contractor's construction schedule to ensure that the schedule reflects all work necessary to complete the Project, meets City operational requirements, and is in accordance with the technical requirements of the contract drawings and specifications.

Contractor's Payments - The Consultant shall review the contractor's payment requests for accuracy and recommend for acceptance by the Sponsor. The invoices shall be processed in sufficient time to enable the Sponsor to make payment in accordance with prompt payment provisions in the contract. Backup documentation related to contractor payments shall include original, verified compliant certified payrolls of contractor/subcontractor(s) signed in blue ink that clearly indicated employees appropriate work classification, wage rate, and OSHA 10 compliance completion card.

Clarification of Contract Documents (RFI) - The Consultant shall have the overall responsibility for coordination and expedition of the replies to the contractor's requests for information regarding the information depicted in the contract drawings and specifications. The Consultant shall expedite and schedule all replies with the design engineer to ensure the Project is not delayed.

For design related questions, the Designer will have the primary responsibility for responding. In such cases, the Designer will solicit comments from the Sponsor and the Consultant before preparing a response.

For field related questions, the Consultant will have the primary responsibility for approval. In such cases the Consultant will solicit comments from the Sponsor and the Designer before preparing a response to the contractor.

Change Orders / Orders on Contract - Change orders will be processed in accordance with the current NYSDOT Order on Contract forms. The Consultant shall evaluate any change request for validity, scope, schedule and cost implications and will recommend approval to the Sponsor's Project Engineer. The Sponsor will review and approve the change order. Where it is determined that the Designer shall perform a revision to the design, the Consultant shall coordinate the Designer's work and assist the Sponsor to incorporate the change into the construction contract documents in a timely manner.

Inspection Daily Reports - At the end of each day following commencement of contract work, each inspector shall prepare and enter into the file an Inspector's Daily Report in accordance with MURK. The report will record and summarize, within the shift and area of oversight, the contractor's activities. In addition, the Consultant shall add any pertinent information and approve the inspector reports.

Public Relations - The Consultant shall address any public issues that may arise at the construction site on an immediate basis. This project will require close coordination with the Sponsor, local residences, local businesses, as well as the general public. In addition, the Consultant shall coordinate with various utility owners for scheduled work and resolve any disputes that arise during construction. The Consultant will be required to foster a good working relationship between the contractor, the Sponsor, utility owners as well as the public. This may require attendance and participation at public information meetings.

Monitoring of Disadvantaged Business Enterprise (DBE) Goal - The Consultant shall monitor Contractor's compliance with the goals. The Consultant shall perform monthly reviews of the approved DBE utilization reports and data entered into the New York State Department of Transportation Equal Employment Opportunity reporting software, which is currently "Equitable Business Opportunities" (EBO). The Contractor and all subcontractors and suppliers will utilize this reporting software. The Consultant shall collect and review the data to ensure that the DBE firms are, in fact, performing their work. A DBE status report shall be submitted to the Sponsor on a monthly basis. Should any deviation

from the originally approved DBE Utilization reports take place, the Consultant will require the prime contractor to submit revised data listed in the forms: AAPHC-89-1, DBE Utilization Worksheet Amendment and AAP-19, DBE Schedule of Utilization.

EEO Compliance - The Consultant shall review the Employee Utilization Reports submitted by the contractor and subcontractors for subcontract of more than $10,000. A composite report on form AAP-33d shall be submitted by the Contractor. The Consultant shall take responsibility to ensure EEO goals are met and ensure corrective actions are taken if goals are not met and shall keep the Sponsor informed.

Wage Rate Compliance - The Consultant shall perform wage rate interviews and ensure compliance by the contractor. The Consultant shall compare the weekly certified copies of payroll to satisfy that the contractor/subcontractor is paying prevailing wages.

Monthly Report - The Consultant shall prepare and deliver to the City a detailed Monthly Report. The Monthly Report shall be submitted electronically by the tenth of each month covering the work of the previous month.

The Monthly Report shall specifically address the progress, problems, resolutions, compliance, deviations and status of each sub-task as individually delineated in this Work Statement. At a minimum, the Monthly Report shall provide information on the following aspects of the work:

1) Executive Summary

2) Project Cost - The Consultant is responsible for monitoring and reporting of the overall project cost. The Monthly Report shall provide a cost summary report and the following information for the Construction contract and the Consultant's contract:
   - Original Budget
   - Current Budget
   - Expenditure to Date
   - Change Orders/Orders on Contract
   - Estimate at Completion

3) Project Schedule and Progress:
   - Narrative
   - Schedule to Complete
   - Summary of Contractor's Activities
   - Schedule of Activities for the Coming Month
   - Summary of Force Account Activities
   - Physical Progress Curve Graph and Table

Work in Progress Report

4) Construction Contract Status:
   Narrative
   Public Relations/Issues
   Accident Frequency Graph
   Safety Statistical Summary

5) Quality Control
   Narrative
   Non-Conformance

Monthly Progress Photographs - The Consultant shall furnish once a month during the period of construction contract copies of 5 quality digital photographs in JPEG format per work site showing the progress made during the previous monthly period. The photographs shall be clearly marked and each picture shall identify and describe the view and location. All photographs shall be clear and sharp in detail, and free of light streaks or other blemishes.

The photographs shall be furnished as follows:

1) Electronically as a PDF' file.
2) 2 USB drives containing all the progress photographs taken during the entire project.

9.074 Post Construction, Close-out, and Acceptance

Contract Closeout - The Consultant shall conduct initial, pre-final and final inspections, and shall develop two punch lists for the contractor at the completion of each phase. The punch lists shall consist of a compilation of items, actions, activities, retrofits, rework, defects, incomplete or omitted work, and unacceptable work that must be completed in order to comply with the requirements of the construction contract documents. The two formal punch lists are the physical, which denotes work in place, and the deliverable, for items such as as-built drawings, warranties and material certificates that must be turned over to the Sponsor, and collectively constitute the remaining work. The Consultant shall monitor, schedule and expedite performance of all work described in the punch lists.

The Consultant shall verify that all contractual obligations have been provided by the contractor in accordance with the construction contract prior to recommending final payment.

As-Built Drawings - The Consultant shall ensure that during the course of the work the contractor is maintaining an accurate set of "as-built"

drawings and that these documents are turned over to the Sponsor as the conclusion of the Project. The Consultant will maintain a set throughout the job for use in verifying that the contractor has brought the drawings into conformance with the as-built condition. The contractor will certify said drawings as "as-built" and the Consultant will accept them as "as-built" by performing a review for accuracy and completeness prior to submission to the Sponsor.

Construction Records - The Consultant shall inventory and coordinate the final documentation and turn over to the Sponsor all project records and documents, in archive condition, with a detailed index.

Section 10 - Estimating and Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 9 — Estimate construction services for this supplemental agreement will begin on December 1, 2024 and will be completed by March 1, 2026.

Field staff will share duties for PIN 8005.26 and PIN 8758.75.

10.02 Technical Assumptions

Section 9 — Assume the construction and closeout period will be staffed over a 12-month period. If the duration exceeds 12 months and the inspection budget is exhausted, continued inspection services will be provided and billed at an hourly rate.

A full-time Resident Engineer and a Senior Inspector shall be required for the duration of the Project. Two part-time Inspectors will be required over the Project duration excluding close-out (40 hours/week on average). See Staffing Worksheet for full explanation of hours for each title.

Notwithstanding any provision of the Agreement, in the event that the Agreement budget is expended for any reason (other than a default by Consultant) including but not limited to construction work continuing beyond the time period set forth in the Technical Assumptions, or if funds have not been appropriated or are not otherwise legally available to the Sponsor to fund the ongoing operations of Consultant, Consultant shall upon written notice to the Sponsor discontinue providing services until such time as a supplemental agreement for the ongoing/additional services is entered into and sufficient funds are appropriated or otherwise made available to the Sponsor to fund the ongoing/additional services or supplemental agreement. The Sponsor shall notify Consultant prior to the budget being expended or if there are not sufficient funds available to the Sponsor to fund the ongoing operations of Consultant.

Attachment C:
Staffing Rates, Hours, Reimbursables, and Fee

Attachment C, Page 1
Salary Schedule

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES PRESENT 4/2024	AVERAGE HOURLY RATES PROJECTED 4/2025	OVERTIME CATEGORY
Principal	IX (A)	$153.34	$157.94	A
Project Manager	VIII (A)	$135.72	$139.79	A
Supervising Engineer	VI (A)	$77.65	$79.98	B
Lead Engineer	V (A)	$68.16	$70.20	B
Sr. Engineer	IV (A)	$55.44	$57.10	B
CAD Detailer	IV (N)	$55.37	$57.03	B
Resident Engineer	VI (A)	$86.00	$88.58	B
Office Engineer	V (N)	$63.65	$65.56	C
Chief Inspector	IV (N)	$61.53	$63.38	C
Inspector	III (N)	$55.17	$56.82	C

OVERTIME POLICY

Category A - No overtime compensation.
Category B - Overtime compensated at straight time rate.
Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day.
Actual Rates to be billed

Attachment C, Page 2

Staffing Worksheet

Section	Task	Principal	Project Manager	Supervising Engineer	Lead Engineer	Sr. Engineer	CAD Detailer	Resident Engineer	Office Engineer	Chief Inspector	Inspector
	Straight Time										
SECTION 8 Construction Support	8.01 Construction Support		40								
	Coordination		80	16	16						
	Shop Drawing Review		80	80	80	80					
	Subtotal, Section 8	0	200	96	96	80	0	0	0	0	0
SECTION 9 Construction Inspection	9.071 General and Pre-Construction Activities		40					64			
	9.072 Contractor Monitoring and Coordination		40					1160			1160
	9.073 Meetings, Schedules, and General Admin		40					240			240
	9.074 Post-Construction, Close-out, and Acceptance		8				80	64			
	Subtotal, Section 9 (Straight Time)	0	128	0	0	0	80	1528	0	0	1400
	Total hours	0	328	96	96	80	80	1528	0	0	1400
	Total Hours	**3608**									
	Average Hourly Rates	$157.94	$139.79	$79.98	$70.20	$57.10	$57.03	$88.58	$65.56	$63.38	$56.82
	Technical Labor	$0.00	$45,851.64	$7,678.03	$6,739.66	$4,568.26	$4,562.35	$135,350.24	$0.00	$0.00	$79,550.53
	Total Office	**$69,399.95**									
	Total Field	**$214,900.77**									
	Total Technical Labor	**$284,300.71**									

Assumptions:

1. Construction duration is estimated to be starting full time in December 2024 and ending by March 2026. If construction continues beyond March 15, 2026, additional funds may be required.
2. Rates are the average rates as computed in the salary schedule. Actual rates will be billed.
3. Project will be staffed with: (1) Part-time Project Manager, (1) full-time Resident Engineer, (1) full-time Inspector, and (2) part-time Inspector/Office Engineer during construction. The EIC & OE will be full-time during pre-construction and CAD Detailer will be part-time during close out. Staff will begin project set-up approx 2 weeks prior to Contractor NTP.
4. Any additional staff will be with prior approval by the City.
5. Premium time will be as per Attachment C, Page 1 - Salary Schedule. In addition, a 10% premium shall apply to all night work. All time is budgeted as straight time.

Attachment C, Page 3
Direct Non-Salary Expense

1. Travel

PM to attend Progress Meetings						
6 meetings	100	miles @	$0.575	=	$345.00	
Inspection Staff Travel						
260 days	6	miles @	$0.575	=	$897.00	
			TOTAL TRAVEL:		SAY	$1,250.00

2. Independent Testing (As Required)

Field compaction and concrete testing	$5,000.00
Stockpile Testing	$1,250.00
TOTAL TESTING:	$6,250.00

3. Record Keeping and Payment Accounting Software (APPIA)

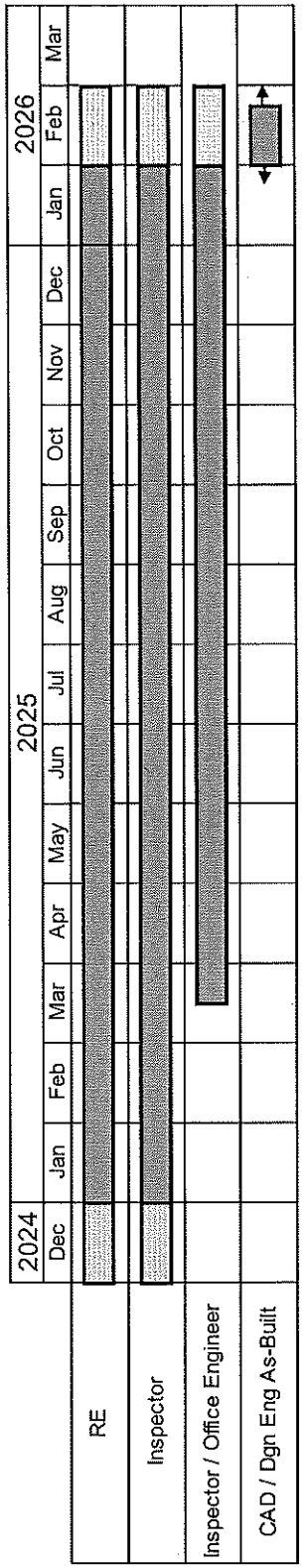
Cost per license per year:	$2,100.00	
No. of years:	1	(Licenses are per yr or portion thereof)
No. of licenses:	2	(RE & OE/Chief Insp)
TOTAL LICENSING FEES:		$4,200.00

TOTAL DIRECT NON-SALARY COST **$11,700.00**

Attachment C, Page 4
Summary

		Total PIN 8005.26
Item 1A, Direct Technical Salaries (Section 9) Office		$69,399.95
Item 1A, Direct Technical Salaries (Section 9) Field		$214,900.77
Item II, Direct Non-Salary Cost		$11,700.00
Item III, Overhead (Office)	131%	$90,740.43
Item III, Overhead (Field)	98%	$210,602.75
(Latest approved NYSDOT CONR 385)		
Item IV, Fixed Fee (10%)		$58,564.39
Total Estimated Cost		$655,908.28
Maximum Amount Payable		**$655,500.00**

Attachment C, Page 5
Personnel Schedule



PIN No. 8005.26 Construction Admin & Contruction Inspection								
Consultant Name	Contract Number	Total Contract Amount	PIN No. 8005.26 TIP Funds		PIN No. 8005.26 Local Match		PIN No. 8005.26 Other Funding	
			Amount	Phase Name	Amount	Source	Amount	Source
WSP	Original	$ 655,500.00	$ 307,000.00	CONINSP	$ 77,000.00	OCTC TIP Reserve Fund	$ 271,500.00	ARPA

RESOLUTION NO.: 233 - 2024

OF

NOVEMBER 12, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH WSP USA, INC. FOR PROFESSIONAL ENGINEERING CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES FOR THE BROADWAY PEDESTRIAN AND TRAFFIC SIGNAL IMPROVEMENTS PROJECT (PIN# 8758.75) IN THE AMOUNT OF $298,500.00

WHEREAS, by Resolution No. 105-2019 of May 13, 2019, the City Council of the City of Newburgh authorized the City Manager to execute a Master Federal-aid Local Project Agreement with the New York State Department of Transportation to fund the preliminary engineering, final design and right-of-way incidentals phases for the Broadway Intersections with Grand Street and Liberty Streets in the Broadway Pedestrian and Traffic Signal Improvements Project (PIN# 8758.75) (the "Project"); and

WHEREAS, the City of Newburgh used an RFQ process for selecting a design consultant in accordance with the Federal Aid process, and by Resolution No. 165-2020 of August 10, 2020, approved a contract with WSP USA, Inc. for professional engineering design services for the Project (PIN# 8758.75) in the amount of $131,900.00; and

WHEREAS, WSP USA, Inc. has submitted a proposal for professional engineering construction administration and inspection services related to the Project; and

WHEREAS, the cost of the services in the amount of $298,500.00 shall be derived from NYSDOT/Federal Aid Reimbursement of up to 80% with 20% matching funds derived from the City's OCTC TIP Reserve Fund and the American Rescue Plan Act; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that approving the contract for such work would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with WSP USA, Inc. for professional engineering construction administration and inspection services related to the Broadway Pedestrian and Traffic Signal Improvements Project (PIN# 8758.75) in the amount of $298,500.00.

#233-24

Engineering
Consultant Agreement

PIN(s) 8758.75 City of Newburgh Contract No. _____

Agreement made this ____ day of _____, **20**___ by and between

The City of Newburgh
having its principal office at 83 Broadway, in the City of Newburgh, NY
(to be known throughout this document as the ***"Sponsor"***)

and

WSP USA Inc.
having its office at 500 Summit Lake Drive, Suite 450, Valhalla, NY
(to be known throughout this document as the ***"Consultant")***

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this Agreement as ***PINs 8758.75 Traffic Signal Improvements*** (as described in detail in Attachment A annexed hereto, the "Project") the Sponsor has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Sponsor has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, the **City Manager, *Todd Venning***, is authorized to enter this Agreement on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This contract consists of the following:

- **Agreement Form** - This document titled "Engineering Consultant Agreement";
- **Attachment A** - Project Description and Funding;
- **Attachment B** – Scope of Services;
- **Attachment C** - Staffing Rates, Hours, Reimbursables and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

2.1 The Consultant shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment B In performing the services under this Agreement, Consultant will use the degree of care and skill ordinarily exercised under similar circumstances by members of similar profession at the same location during the same time period subject to this Agreement ("Standard of Care").

2.2 The Consultant shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior to beginning any of the work of this Project. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment B.

2.3 The Consultant will commence work no later than ten (10) days after receiving notice to proceed from the Sponsor.

ARTICLE 3. COMPENSATION METHODS, RATES, AND PAYMENT

As full compensation for the Consultant's work, services and expenses hereunder the Sponsor shall pay to the Consultant, and the Consultant agrees to accept compensation based on the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

Q3.1 Cost Plus Fixed Fee Method

ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLABLE RATE/AMT or %	INTERIM PAYMENTS
Item I	o Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this Project on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all persons working part-time on this Project. o The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor. o If, within the term of this Agreement, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance	o Actual cost incurred in the performance of this Agreement as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative. o Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Agreement, all subject to audit. o Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor.	o The Consultant shall be paid in monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C. o Bills are subject to approval of the Sponsor and Sponsor's Representative.
Item II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Agreement; all subject to audit.	All reimbursement for travel, meals, and lodging shall be made at the actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	

Q3.1 Cost Plus Fixed Fee Method			
ITEM	**DESCRIPTION OF ITEMS WITHIN METHOD**	**APPLABLE RATE/AMT or %**	**INTERIM PAYMENTS**
Item III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	
Item IV	o Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), subpart 1-31.2 as modified by sub-part 1-31.105, and applicable policies and guidelines of the Sponsor, NYSDOT and FHWA. o For the purpose of this Agreement, an accounting period shall be the Consultant 's fiscal year. An audit of the accounting records of the Consultant shall be made by the Sponsor for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.	o The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this Article and shall be a FAR compliant rate initially established as 131% for office staff and 98% for field staff, subject to audit.	
Item V	o Negotiated Lump Sum Fixed Fee. o Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.		
Item VI	The Maximum Amount Payable under this Agreement including Fixed Fees unless this Agreement is formally amended or supplemented by	Maximum Amount Payable under this Method shall be **$298,500.**	

Q3.1 Cost Plus Fixed Fee Method			
ITEM	**DESCRIPTION OF ITEMS WITHIN METHOD**	**APPLABLE RATE/AMT or %**	**INTERIM PAYMENTS**
	reason of a substantial change in the scope, complexity or character of the work to be performed.		

ARTICLE 4. INSPECTION

The duly authorized representatives of the Sponsor, and on Federally aided projects, representatives of the NYSDOT and the FHWA, shall have the right at all times to inspect the work of the Consultant.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the Sponsor:

A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.

B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than $300,000, an audit may be waived by the Sponsor.

C. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than $300,000, an audit may be waived by the Sponsor.

5.2 In order to enable the Sponsor to process the final payment properly and expeditiously, the Consultant is advised that all of the following documents and submissions, as the same may be appropriate to this Agreement, are considered to be necessary to enable the commencement of the audit.

I. Records of Direct Non-Salary Costs;

II. Copies of any subcontracts relating to said Agreement;

III. Location where records may be examined; and

IV. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The Sponsor will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the Consultant of the final payment shall operate as and shall be a release to the Sponsor from all claims and liability to the Consultant, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the

Consultant under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Agreement within the compensation provided shall be continuously reviewed by the Consultant. The Consultant shall notify the Sponsor of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Sponsor on a monthly basis or such alternative interval as the Sponsor directs in writing.

7.2 If the Consultant is of the opinion that any work the Consultant has been directed to perform is beyond the scope of the Project and constitutes extra work, the Consultant shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the Consultant in a fair and equitable manner. If necessary, an amendment to the Project Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the Consultant for execution after approvals have been obtained from necessary Sponsor officials, and, if required from the FHWA.

7.3 In the event of any claims being made or any actions being brought in connection with the Project, the Consultant agrees to render to the Sponsor all assistance required by the Sponsor. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, the Sponsor's directions shall be exercised by the issuance of a separate Agreement, if necessary.

ARTICLE 8. CONSULTING LIABILITY

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

Further, it is expressly understood that the Consultant shall indemnify and save harmless the Sponsor from damages and costs of every name and description resulting from the negligent performance of the services of the Consultant under this Agreement, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the Consultant 's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Nothing in this

Article or in this Agreement shall create or give to third parties any claim or right of action against the Sponsor beyond such as may legally exist irrespective of this Article or this Agreement.

The Consultant shall procure and maintain for the duration of the Project, Professional Liability Insurance in the amount of One Million Dollars ($1,000,000) , issued to and covering damage for liability imposed on the Consultant by this Agreement or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Agreement. The Consultant shall supply any certificates of insurance required by the Sponsor and adhere to any additional requirements concerning insurance.

The Sponsor shall in no event be liable or responsible for damage or injury to any person or property caused by the use, maintenance, or operation of any vehicle or other equipment by, or the action of, Consultant or Consultant's employees, subcontractors and agents in performing the services. Consultant shall assume all liability for any injury, sickness, disease or death to any employee, subcontractor and/or agent arising out of or resulting from performance of the services.

ARTICLE 9. WORKERS' COMPENSATION AND LIABILITY INSURANCE

This Agreement shall be void and of no effect unless the Consultant shall secure Workers' Compensation Insurance for the benefit of, and keep insured during the life of this Agreement, such employees as are necessary to be insured in compliance with the provisions of the Workers' Compensation Law of the State of New York.

The Consultant shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this Agreement. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this Agreement in the sum of at least $1,000,000.00 (One Million Dollars) each. The automobile liability insurance policy shall include coverage for owned, non-owned and hired private passenger and commercial vehicles. The policies shall be written on a primary and non-contributing coverage basis. The Sponsor shall be named as an Additional Insured on the policies.

The Consultant shall furnish a certified copy of said policies to the Sponsor at the time of execution of this Agreement. Certificates shall provide those thirty (30) days written notice, by registered mail with return receipt requested, prior to cancellation or expiration be given to the Sponsor. Policies that lapse and/or expire during the term of work shall be recertified and received by the Sponsor no less than thirty (30) days prior to expiration or cancellation.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the Project existing in the office of the Sponsor or existing in the offices of the Consultant shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 11. RECORDS RETENTION

The Consultant shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Agreement (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Sponsor, NYSDOT, FHWA, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of the Consultant within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The Consultant agrees that no charges or claim for damages shall be made by the Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Sponsor may decide, it being understood however, that the permitting of the Consultant T to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Sponsor of any of its rights herein. Nothing in this Article will prevent the Consultant from exercising its rights under Article 7 of this Agreement.

ARTICLE 13. TERMINATION

The Sponsor shall have the absolute right to terminate this Agreement upon seven (7) days written notice, and such action shall in no event be deemed a breach of contract:

A. for convenience of the Sponsor - if a termination is brought about for the convenience of the Sponsor and not as a result of unsatisfactory performance on the part of the Consultant, final payment shall be made based on the basis of the Consultant 's compensable work delivered or completed prior to and under any continuing directions of such termination.

B. for cause - if the termination is brought about as a result of the Sponsor's determination of material breach of contract on the part of the Consultant, the value of the work performed by the Consultant prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the Consultant to the point of termination and acceptable to the Sponsor, of the total amount of work contemplated by the Project Agreement.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as Consultant, the rights and duties of the Consultant shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the Sponsor shall make all payments due to them.

In case of the death or disability of all the persons herein referred to as the Consultant, all data and records pertaining to the Project shall be delivered within sixty (60) days to the Sponsor or his duly authorized representative. In case of the failure of the Consultant 's successors or personal representatives to make such delivery on demand, then in that event the representatives of the Consultant shall be liable to the Sponsor for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Sponsor, the Sponsor will pay to the representatives of the Consultant all amounts due the Consultant, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

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

ARTICLE 16. INDEPENDENT CONTRACTOR

The Consultant, in accordance with its status as an independent contractor, covenants and agrees that the Consultant will conduct itself consistent with such status, that the Consultant will neither hold its representatives out as, nor claim to be, an officer or employee of the Sponsor by reason hereof, and that the Consultant will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Sponsor, including but not limited to Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 18. TRANSFER OF AGREEMENT

The Consultant specifically agrees that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of its right, title or interest therein, or its power to execute such Agreement, to any other person, company or corporation, without the previous consent in writing of the Sponsor.

If this provision is violated, the Sponsor may revoke and annul the Agreement and the Sponsor shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the Consultant shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the Sponsor.

ARTICLE 19. PROPRIETARY RIGHTS

The Consultant agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. However, the Consultant agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS

All Subcontractors and Subconsultants performing work on this project shall be bound by the same required contract provisions as the Consultant. All agreements between the Consultant and a subcontractor or other Subconsultant shall include all standard required contract provisions, and such agreements shall be subject to review by the Sponsor.

ARTICLE 20.1 PROMPT PAYMENT. While federal regulation (49 CFR 26.29[1]) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

[1] http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=936406b1c92895795069232a53fb110f&rgn=div8&view=text&node=49:1.0.1.1.20.2.18.5&idno=49

The signatory to this Agreement, being duly sworn, certifies that, except as noted below, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

C. does not have a proposed debarment pending; and

D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The parties certify, by signing this Agreement to the best of their knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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 undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

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 Section 1352, Title 31, U.S. Code. 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.

The prospective participant also agrees by submitting their bid or proposal that they shall require that the language of this certification be, included in all lower tier subcontracts,

which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

A. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Sponsor may in certain circumstances, provide compensation for such work.

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

C. The rights and remedies of the Sponsor provided for under this Agreement are in addition to any other rights and remedies provided by law.

D. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The Consultant agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with 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 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Agreement for the construction, alteration or repair of any public building or public work 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, Consultant agrees that neither it nor its Subconsultants 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 Agreement. Consultant is subject to fines of fifty dollars ($50.00) per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 1506.5(c)

If the work of the Project includes the preparation of an Environmental Impact Statement (EIS), the signatory to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

a. an existing contract for Project's ROW incidental work or construction engineering; or

b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the Project alternatives.

This does not preclude the Consultant from being awarded a future contract covering the work described in this Article.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS

For all contracts other than personal services in excess of $5,000, the Consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of $20,000 except printing contracts in excess of $10,000, the Consultant shall solicit a number of sealed bids from qualified Subcontractors so that at least three (3) bids will be received. The Consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. 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 Consultant'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, Consultant and its subconsultants 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.

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, the Consultant agrees, as a material condition of the Agreement, that neither the Consultant 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 Consultant, or any of the aforesaid affiliates of the Consultant, 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 Agreement, amendment or modification thereto shall be rendered forfeit and void. The Consultant shall so notify the Sponsor and the New York State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (see 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

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

ARTICLE 30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA.

At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

ARTICLE 31. MISCELLANEOUS

31.1 ***Executory Agreement***. This Agreement shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Sponsor beyond the monies legally available for the purposes hereof.

31.2 ***Waiver***. No waiver made by either party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation hereunder shall be considered a waiver of any of the rights of that party with respect to any other default or breach. No such waiver shall be valid unless it is in writing duly signed by the party waiving the right or rights.

31.3 ***Severability***. If any term or provision of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law.

31.4 ***Governing Law***. This Agreement shall be governed by and construed under the laws of the State of New York.

31.5 ***Modification or Amendment***. No amendment, change or modification of this Agreement shall be valid unless in writing, signed by both Parties hereto.

31.6 ***Binding Effect***. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the Parties hereto.

31.7 ***Entire Agreement***. This Agreement contains the entire terms and obligations between the Parties as to subject matter herein and supersedes all prior agreements whether oral or written between the Parties hereto. This Agreement may be modified only by a written instrument signed by the Parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first above written.

Reference: Sponsor Contract # _____

Sponsor	Consultant
Signature: _____	Signature: _____
Name: Todd Venning	Name: Scott Geiger, PE
Title: City Manager & CEO	Title: Sr. Vice President, Local Business Leader
Date: _____	Date: _____

ACKNOWLEDGMENT OF THE CITY OF NEWBURGH

STATE OF NEW YORK
ss:
COUNTY OF ORANGE

On this _____day of _____, 20 _____ before me, the subscriber, personally came **Todd Venning** to me known, who, being by me duly sworn, did depose and say; that he/she resides in Newburgh, New York; that he/she is the City Manager of the City of Newburgh, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of Sponsor.

_____

Notary Public, _____ County, NY

ACKNOWLEDGMENT OF THE CONSULTANT

STATE OF NEW YORK
ss:
COUNTY OF WESTCHESTER

On this _____day of _____, 20 _____ before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed same.

_____

Notary Public,_____ County, NY

Attachment A

Engineering Consultant Agreement
Project Description and Funding

PIN: 8758.75 *Term of Agreement Ends:* March 1, 2026
BIN: N/A

☐ Main Agreement ☐ Amendment to Contract ☒Supplement to Contract

Phase of Project Consultant to work on:

☐ P.E./Design ☐ ROW Incidentals ☐ ROW Acquisition ☒ Construction, C/I, & C/S

Dates or term of Consultant Performance:
Start Date: December 1, 2024
Finish Date: March 1, 2026

PROJECT DESCRIPTION:

PIN 8758.75 –Traffic Signal Improvements

Project Location:

Broadway between Route 9W and Grand Street, City of Newburgh, NY

Consultant Work Type(s): See Attachment B for more detailed Scope of Services.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:
$298,500

Attachment B:
Scope of Services

Section 8 - Construction Support Services

8.01 Construction Support

The Consultant will provide design response to unanticipated or changed field conditions, analyze, and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the Sponsor under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the Consultant will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The Consultant will analyze and make recommendations on the implementation of changes proposed by the Sponsor or the construction contractor. This includes the Traffic Control Plan.
- The Consultant will interpret and clarify design concepts, plans and specifications.
- The Consultant will review and approve all submittals, inclusive shop drawings, product data, and material samples for construction.

Section 9 - Construction Inspection

9.01 Equipment

The Contractor will furnish office space and basic office furnishings for the Consultant, as part of the Agreement.

The Consultant will furnish all other office, field and field laboratory supplies, and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The Consultant must provide, to the satisfaction of the Sponsor, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The Consultant must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the Project.

9.03 Sponsor Project Engineer

This Project Engineer shall be the Sponsor's official representative on the contract and the Consultant shall report to and be directly responsible to said Project Engineer.

9.04 Ethics

Prior to the start of work, the Consultant shall submit to the Sponsor a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The Consultant shall provide all necessary health and safety related training, supervision, equipment and programs for inspection staff assigned to the Project.

9.06 Staff Qualifications and Training

The Consultant shall provide sufficient trained personnel to adequately and competently perform the requirements of this Agreement.

9.07 Scope of Services / Performance Requirements

The Consultant will enforce the specifications and identify in a timely manner to the Sponsor local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the Project.

The work to be performed in this project is described in the following sub-tasks:

9.071 General and Pre-Construction Activities

Pre-construction Work - The Consultant shall review and become thoroughly familiar with all aspects of the work to be performed by the Contractor.

The Consultant shall prepare a table showing all procedures for routing of correspondence and submittals and shall identify all appropriate parties and channels.

The Consultant shall review thoroughly the project Construction Management Plan (CMP) and sign his/her name at the designated location. The CMP shall be updated as necessary to conform with NYSDOT requirements.

Project File - The Consultant shall establish and maintain a project file at the work site. The file shall provide for a records control system that records and files all correspondence and related documents from

construction commencement through final closeout. All records shall be kept in accordance with the Manual of Uniform Record Keeping (MURK).

The adoption of an automated records keeping software based on MURK procedures and documents is required, such as APPIA, Field Manager or equivalent application. The purchase and maintenance cost of this software application to document project administration activities is reimbursable.

9.072 Contractor Monitoring and Coordination

Contractor's Plant, Personnel and Performance - The Consultant shall assess the adequacy of the contractor's personnel and procedures, including safety, certifications, equipment, materials, means and methods, in the performance of the work.

Easements, Permits, and Variances - The Consultant shall verify that the contractor has identified and is in compliance with all easements, permits and variances as may be required.

Contractor's Compliance with Contractual Reporting Requirements - The Consultant shall monitor and ensure the contractor's compliance with contractual reporting requirements for bonds, insurance, certified payroll, DBE goals, safety, quality control and other programs as specified in the Construction Management Plan.

Submittals - The Consultant shall have the overall responsibility for coordination and expedition of all submittals and ensuring timely submittal turnarounds.

For related design submittals, including shop drawings, product data and material samples, the Designer shall have the primary responsibility for approval. In such cases, the Designer will solicit comments from the Sponsor and the Consultant before processing the submittals.

For field related submittals, such as safety, erection plans, and temporary construction, the Consultant will have the primary responsibility for approval. In such cases the Consultant will solicit comments from the Sponsor and the Designer before processing the submittals.

Deliverables - The Consultant shall receive, log, review, distribute, coordinate and monitor all contractor deliverables to verify that they are received in accordance with the schedule, and are in conformance with construction contract requirements, and take corrective actions as necessary where such deliverables are missing or deficient.

Field Inspection and Testing - The Consultant shall ensure that the work

is performed according to the construction contract documents, and that all specified quality control functions are instituted and carried out.

In this regard, the Consultant shall implement a Quality Assurance Plan to ensure that the contractor's work is performed and completed in conformance with the construction contract documents.

The Consultant shall implement Quality Assurance on behalf of the City and will establish material testing and acceptance process. The material testing procedures must be tailored based on NYSDOT CIM. The Consultant shall hire an independent testing company to approve/certify construction materials as per the Construction Management Plan (CMP). The Consultant must inform the Contractor of the proper notification process for in-plant testing performed by NYSDOT-Region 8 Materials.

When necessary, the Consultant shall provide the services of a survey party to monitor the layout of any replacement structures, verify elevations and confirm the accuracy of the contractor's survey control.

Materials Monitoring - The Consultant shall identify a time frame for all of the long lead items, track the contractor's delivery of materials and equipment and inspect the materials using inspections guidelines to identify non-conforming materials. The Consultant shall document any material deficiencies along with their resolution.

Safety - The contractor has the primary responsibility for the safety of his/her employees. The contractor shall be required to prepare a written Safety Program and submit it to the Sponsor for review. Specific requirements of the contractor's Safety Program are detailed in the project specifications.

The Consultant shall monitor the contractor's work practices for compliance with the approved Safety Program. Non-compliance and unsafe work practices shall be discussed during construction progress meetings and documented in the meeting minutes. In addition, safety issues and their resolution shall be reported on in the Consultant's Monthly Report.

9.073 Meetings, Schedules, and General Administration

Meetings - The Consultant shall attend all meetings required to manage the Project including: the pre-construction meeting, monthly progress meetings, construction schedule meetings, and coordination meetings with environmental agencies and other organizations or municipalities affected by the Project as may be required. In addition, the Consultant shall chair progress meetings, construction schedules, and coordination meetings.

The Consultant shall schedule, establish an agenda, notify the appropriate attendees, and issue detailed minutes for all project meetings chaired by the Consultant. Copies of the minutes shall be distributed to all attendees as well as others determined by the Consultant. Minutes shall be distributed so that all parties receive them within seven calendar days of the meeting. The Consultant shall include a detailed list of action items resulting from each meeting, listing the date the item was established, the responsible party and the target date for resolution. The Consultant shall follow-up with the responsible party until the action item is completed.

Minutes of meetings shall not be used as a vehicle to direct the contractor to do certain work, rather, separate letters, RFI, RFCOP, and/or CO, shall be issued to the contractor with specific directions and all appropriate parties shall receive a copy of such letters.

The Consultant shall keep the Sponsor, through its designated representatives, apprised of the contractor's anticipated work schedule approximately every two (2) weeks. The Contractor will notify the area residents, businesses, and emergency services of any sidewalk, travel lane, or shoulder closures, and any other Project-related events that may affect them.

Construction Schedule - The Consultant shall review and monitor the contractor's construction schedule to ensure that the schedule reflects all work necessary to complete the Project, meets City operational requirements, and is in accordance with the technical requirements of the contract drawings and specifications.

Contractor's Payments - The Consultant shall review the contractor's payment requests for accuracy and recommend for acceptance by the Sponsor. The invoices shall be processed in sufficient time to enable the Sponsor to make payment in accordance with prompt payment provisions in the contract. Backup documentation related to contractor payments shall include original, verified compliant certified payrolls of contractor/subcontractor(s) signed in blue ink that clearly indicated employees appropriate work classification, wage rate, and OSHA 10 compliance completion card.

Clarification of Contract Documents (RFI) - The Consultant shall have the overall responsibility for coordination and expedition of the replies to the contractor's requests for information regarding the information depicted in the contract drawings and specifications. The Consultant shall expedite and schedule all replies with the design engineer to ensure the Project is not delayed.

For design related questions, the Designer will have the primary responsibility for responding. In such cases, the Designer will solicit comments from the Sponsor and the Consultant before preparing a response.

For field related questions, the Consultant will have the primary responsibility for approval. In such cases the Consultant will solicit comments from the Sponsor and the Designer before preparing a response to the contractor.

Change Orders / Orders on Contract - Change orders will be processed in accordance with the current NYSDOT Order on Contract forms. The Consultant shall evaluate any change request for validity, scope, schedule and cost implications and will recommend approval to the Sponsor's Project Engineer. The Sponsor will review and approve the change order. Where it is determined that the Designer shall perform a revision to the design, the Consultant shall coordinate the Designer's work and assist the Sponsor to incorporate the change into the construction contract documents in a timely manner.

Inspection Daily Reports - At the end of each day following commencement of contract work, each inspector shall prepare and enter into the file an Inspector's Daily Report in accordance with MURK. The report will record and summarize, within the shift and area of oversight, the contractor's activities. In addition, the Consultant shall add any pertinent information and approve the inspector reports.

Public Relations - The Consultant shall address any public issues that may arise at the construction site on an immediate basis. This project will require close coordination with the Sponsor, local residences, local businesses, as well as the general public. In addition, the Consultant shall coordinate with various utility owners for scheduled work and resolve any disputes that arise during construction. The Consultant will be required to foster a good working relationship between the contractor, the Sponsor, utility owners as well as the public. This may require attendance and participation at public information meetings.

Monitoring of Disadvantaged Business Enterprise (DBE) Goal - The Consultant shall monitor Contractor's compliance with the goals. The Consultant shall perform monthly reviews of the approved DBE utilization reports and data entered into the New York State Department of Transportation Equal Employment Opportunity reporting software, which is currently "Equitable Business Opportunities" (EBO). The Contractor and all subcontractors and suppliers will utilize this reporting software. The Consultant shall collect and review the data to ensure that the DBE firms are, in fact, performing their work. A DBE status report shall be submitted to the Sponsor on a monthly basis. Should any deviation

from the originally approved DBE Utilization reports take place, the Consultant will require the prime contractor to submit revised data listed in the forms: AAPHC-89-1, DBE Utilization Worksheet Amendment and AAP-19, DBE Schedule of Utilization.

EEO Compliance - The Consultant shall review the Employee Utilization Reports submitted by the contractor and subcontractors for subcontract of more than $10,000. A composite report on form AAP-33d shall be submitted by the Contractor. The Consultant shall take responsibility to ensure EEO goals are met and ensure corrective actions are taken if goals are not met and shall keep the Sponsor informed.

Wage Rate Compliance - The Consultant shall perform wage rate interviews and ensure compliance by the contractor. The Consultant shall compare the weekly certified copies of payroll to satisfy that the contractor/subcontractor is paying prevailing wages.

Monthly Report - The Consultant shall prepare and deliver to the City a detailed Monthly Report. The Monthly Report shall be submitted electronically by the tenth of each month covering the work of the previous month.

The Monthly Report shall specifically address the progress, problems, resolutions, compliance, deviations and status of each sub-task as individually delineated in this Work Statement. At a minimum, the Monthly Report shall provide information on the following aspects of the work:

1) Executive Summary

2) Project Cost - The Consultant is responsible for monitoring and reporting of the overall project cost. The Monthly Report shall provide a cost summary report and the following information for the Construction contract and the Consultant's contract:
   - Original Budget
   - Current Budget
   - Expenditure to Date
   - Change Orders/Orders on Contract
   - Estimate at Completion

3) Project Schedule and Progress:
   - Narrative
   - Schedule to Complete
   - Summary of Contractor's Activities
   - Schedule of Activities for the Coming Month
   - Summary of Force Account Activities
   - Physical Progress Curve Graph and Table

Work in Progress Report

4) Construction Contract Status:
   Narrative
   Public Relations/Issues
   Accident Frequency Graph
   Safety Statistical Summary

5) Quality Control
   Narrative
   Non-Conformance

Monthly Progress Photographs - The Consultant shall furnish once a month during the period of construction contract copies of 5 quality digital photographs in JPEG format per work site showing the progress made during the previous monthly period. The photographs shall be clearly marked and each picture shall identify and describe the view and location. All photographs shall be clear and sharp in detail, and free of light streaks or other blemishes.

The photographs shall be furnished as follows:

1) Electronically as a PDF' file.
2) 2 USB drives containing all the progress photographs taken during the entire project.

9.074 Post Construction, Close-out, and Acceptance

Contract Closeout - The Consultant shall conduct initial, pre-final and final inspections, and shall develop two punch lists for the contractor at the completion of each phase. The punch lists shall consist of a compilation of items, actions, activities, retrofits, rework, defects, incomplete or omitted work, and unacceptable work that must be completed in order to comply with the requirements of the construction contract documents. The two formal punch lists are the physical, which denotes work in place, and the deliverable, for items such as as-built drawings, warranties and material certificates that must be turned over to the Sponsor, and collectively constitute the remaining work. The Consultant shall monitor, schedule and expedite performance of all work described in the punch lists.

The Consultant shall verify that all contractual obligations have been provided by the contractor in accordance with the construction contract prior to recommending final payment.

As-Built Drawings - The Consultant shall ensure that during the course of the work the contractor is maintaining an accurate set of "as-built"

drawings and that these documents are turned over to the Sponsor as the conclusion of the Project. The Consultant will maintain a set throughout the job for use in verifying that the contractor has brought the drawings into conformance with the as-built condition. The contractor will certify said drawings as "as-built" and the Consultant will accept them as "as-built" by performing a review for accuracy and completeness prior to submission to the Sponsor.

Construction Records - The Consultant shall inventory and coordinate the final documentation and turn over to the Sponsor all project records and documents, in archive condition, with a detailed index.

Section 10 - Estimating and Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 9 — Estimate construction services for this supplemental agreement will begin on December 1, 2024 and will be completed by March 1, 2026.

Field staff will share duties for PIN 8005.26 and PIN 8758.75.

10.02 Technical Assumptions

Section 9 — Assume the construction and closeout period will be staffed over a 12-month period. If the duration exceeds 12 months and the inspection budget is exhausted, continued inspection services will be provided and billed at an hourly rate.

A full-time Resident Engineer and a Senior Inspector shall be required for the duration of the Project. Two part-time Inspectors will be required over the Project duration excluding close-out (40 hours/week on average). See Staffing Worksheet for full explanation of hours for each title.

Notwithstanding any provision of the Agreement, in the event that the Agreement budget is expended for any reason (other than a default by Consultant) including but not limited to construction work continuing beyond the time period set forth in the Technical Assumptions, or if funds have not been appropriated or are not otherwise legally available to the Sponsor to fund the ongoing operations of Consultant, Consultant shall upon written notice to the Sponsor discontinue providing services until such time as a supplemental agreement for the ongoing/additional services is entered into and sufficient funds are appropriated or otherwise made available to the Sponsor to fund the ongoing/additional services or supplemental agreement. The Sponsor shall notify Consultant prior to the budget being expended or if there are not sufficient funds available to the Sponsor to fund the ongoing operations of Consultant.

Attachment C:
Staffing Rates, Hours, Reimbursables, and Fee

Attachment C, Page 1
Salary Schedule

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES PRESENT 4/2024	AVERAGE HOURLY RATES PROJECTED 4/2025	OVERTIME CATEGORY
Principal	IX (A)	$153.34	$157.94	A
Project Manager	VIII (A)	$135.72	$139.79	A
Supervising Engineer	VI (A)	$77.65	$79.98	B
Lead Engineer	V (A)	$68.16	$70.20	B
Sr. Engineer	IV (A)	$55.44	$57.10	B
CAD Detailer	IV (N)	$55.37	$57.03	B
Resident Engineer	VI (A)	$86.00	$88.58	B
Office Engineer	V (N)	$63.65	$65.56	C
Chief Inspector	IV (N)	$61.53	$63.38	C
Inspector	III (N)	$55.17	$56.82	C

OVERTIME POLICY

Category A - No overtime compensation.
Category B - Overtime compensated at straight time rate.
Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day.
Actual Rates to be billed

Attachment C, Page 2

Staffing Worksheet

Section	Task	Principal	Project Manager	Supervising Engineer	Lead Engineer	Sr. Engineer	CAD Detailer	Resident Engineer	Office Engineer	Chief Inspector	Inspector
	Straight Time										
SECTION 8 Construction Support	8.01 Construction Support		8								
	Coordination		24	8	8						
	Shop Drawing Review		24	24	24	40					
	Subtotal, Section 8	0	56	32	32	40	0	0	0	0	0
SECTION 9 Construction Inspection	9.071 General and Pre-Construction Activities		16					16			
	9.072 Contractor Monitoring and Coordination		16					640			640
	9.073 Meetings, Schedules, and General Admin		16					64			64
	9.074 Post-Construction, Close-out, and Acceptance		8				24	20			
	Subtotal, Section 9 (Straight Time)	0	56	0	0	0	24	740	0	0	704
	Total hours	0	112	32	32	40	24	740	0	0	704
	Total Hours	**1684**									
	Average Hourly Rates	$157.94	$139.79	$79.98	$70.20	$57.10	$57.03	$88.58	$65.56	$63.38	$56.82
	Technical Labor	$0.00	$15,656.66	$2,559.34	$2,246.55	$2,284.13	$1,368.71	$65,549.20	$0.00	$0.00	$40,002.55
	Total Office	**$24,115.39**									
	Total Field	**$105,551.75**									
	Total Technical Labor	**$129,667.14**									

Assumptions:

1. Construction duration is estimated to be starting full time in December 2024 and ending by March 2026. If construction continues beyond March 15, 2026, additional funds may be required.
2. Rates are the average rates as computed in the salary schedule. Actual rates will be billed.
3. Project will be staffed with: (1) Part-time Project Manager, (1) full-time Resident Engineer, (1) full-time Inspector, and (2) part-time Inspector/Office Engineer during construction. The EIC & OE will be full-time during pre-construction and CAD Detailer will be part-time during close out. Staff will begin project set-up approx 2 weeks prior to Contractor NTP.
4. Any additional staff will be with prior approval by the City.
5. Premium time will be as per Attachment C, Page 1 - Salary Schedule. In addition, a 10% premium shall apply to all night work. All time is budgeted as straight time.

Attachment C, Page 3
Direct Non-Salary Expense

1. Travel

PM to attend Progress Meetings						
6 meetings	100	miles @	$0.575	=	$345.00	
Inspection Staff Travel						
260 days	6	miles @	$0.575	=	$897.00	
			TOTAL TRAVEL:		SAY	$1,250.00

2. Independent Testing (As Required)

Field compaction and concrete testing	$5,000.00
Stockpile Testing	$1,250.00
TOTAL TESTING:	$6,250.00

3. Record Keeping and Payment Accounting Software (APPIA)

Cost per license per year:	$2,100.00	
No. of years:	1	(Licenses are per yr or portion thereof)
No. of licenses:	0	(RE & OE/Chief Insp)

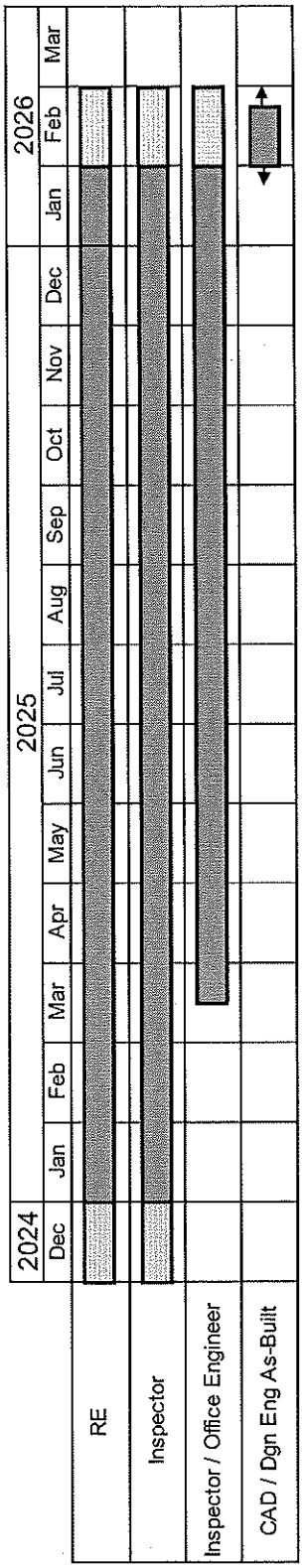
TOTAL LICENSING FEES: $0.00

TOTAL DIRECT NON-SALARY COST **$7,500.00**

Attachment C, Page 4
Summary

		Total PIN 8758.75
Item 1A, Direct Technical Salaries (Section 9) Office		$24,115.39
Item 1A, Direct Technical Salaries (Section 9) Field		$105,551.75
Item II, Direct Non-Salary Cost		$7,500.00
Item III, Overhead (Office)	131%	$31,530.87
Item III, Overhead (Field)	98%	$103,440.72
(Latest approved NYSDOT CONR 385)		
Item IV, Fixed Fee (10%)		$26,463.87
Total Estimated Cost		$298,602.60
Maximum Amount Payable		**$298,500.00**

Attachment C, Page 5
Personnel Schedule



PIN No. 8758.75 Construction Admin & Contruction Inspection								
Consultant Name	Contract Number	Total Contract Amount	PIN No. 8758.75 TIP Funds		PIN No. 8758.75 Local Match		PIN No. 8758.75 Other Funding	
			Amount	Phase Name	Amount	Source	Amount	Source
WSP	Original	$ 298,500.00	$ 83,000.00	CONINSP	$ 21,000.00	OCTC TIP Reserve Fund	$ 194,500.00	ARPA

RESOLUTION NO.: 234 - 2024

OF

NOVEMBER 12, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH LAN ASSOCIATES, ENGINEERING, PLANNING, ARCHITECTURE, SURVEYING, LLP FOR PROFESSIONAL ENGINEERING AND DESIGN SERVICES FOR THE WEST END FIREHOUSE ROOF REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $26,725.00

WHEREAS, the City of Newburgh issued Request for Proposals No. 23.24 for the purposes of obtaining a qualified professional consultant to evaluate, investigate and prepare design and bid specifications for the West End Firehouse Roof Replacement Project ("the Project"); and

WHEREAS, LAN Associates, Engineering, Planning, Architecture, Surveying, LLP submitted a proposal, a copy of which is attached hereto, and was determined to be the best qualified to provide the professional engineering and design services for the Project; and

WHEREAS, the cost for such Project shall be in an amount not to exceed $26,725.00 and funding shall be derived from A.1620.0208.0000; and

WHEREAS, this Council has determined that entering into an agreement with LAN Associates, Engineering, Planning, Architecture, Surveying, LLP is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to execute an agreement for professional engineering and design services with LAN Associates, Engineering, Planning, Architecture, Surveying, LLP in an amount not to exceed $26,725.00 for the West End Firehouse Roof Replacement Project.

#234-24

NOTICE

Solicitation No. 23.24

REQUEST FOR PROPOSALS (RFP)

for

Professional Services

related to the

Replacement of the West End Firehouse Roofs

City of Newburgh, Orange County, New York

Sealed Proposals will be received by the Office of the City Comptroller at City Hall, 83 Broadway, 4th Floor, Newburgh, New York 12550, until **12:00 p.m., (local time), Friday, September 27, 2024** for professional services related to the replacement of the West End Firehouse roofs.

This Request for Proposal (RFP) and consultant selection process is being conducted to engage a professional design firm/team that will coordinate, perform and/or subcontract an array of professional services to undertake and complete all approved activities necessary for the purpose of performing environmental and engineering investigations, preparing final design, construction documents, and bid specifications related to the replacement of the West End Firehouse roofs. Based upon the required criteria, an internal Evaluation Committee shall review and evaluate each Proposal and recommend award be made to a qualified consultant that submits a Proposal that best meets the City's needs.

This Request for Proposal, becoming available to the public on **Thursday, August 29, 2024**, may be viewed and downloaded by visiting the Empire State Purchasing Group website at: www.BidNetDirect.com/new-york/city-of-newburgh, selecting the "Open Solicitations" tab and title of solicitation. Vendors may have to register if visiting this site for the first time.

Proposals must be submitted in accordance with the requirements and provisions stated in the RFP Document and submitted on or before the specified due date and time. Proposals submitted after the deadline will not be considered. Facsimile or electronic mail submissions will not be accepted. ***Vendors are responsible for timely delivery of their Proposals.*** There will be no exceptions.

Proposals shall not be withdrawn for a period of forty-five (45) days subsequent to the submission deadline without the consent of the City of Newburgh Comptroller. The City of Newburgh reserves the right to reject any or all Proposals and to waive any informality or technicality in any Proposal deemed to be in the best interest of the City.

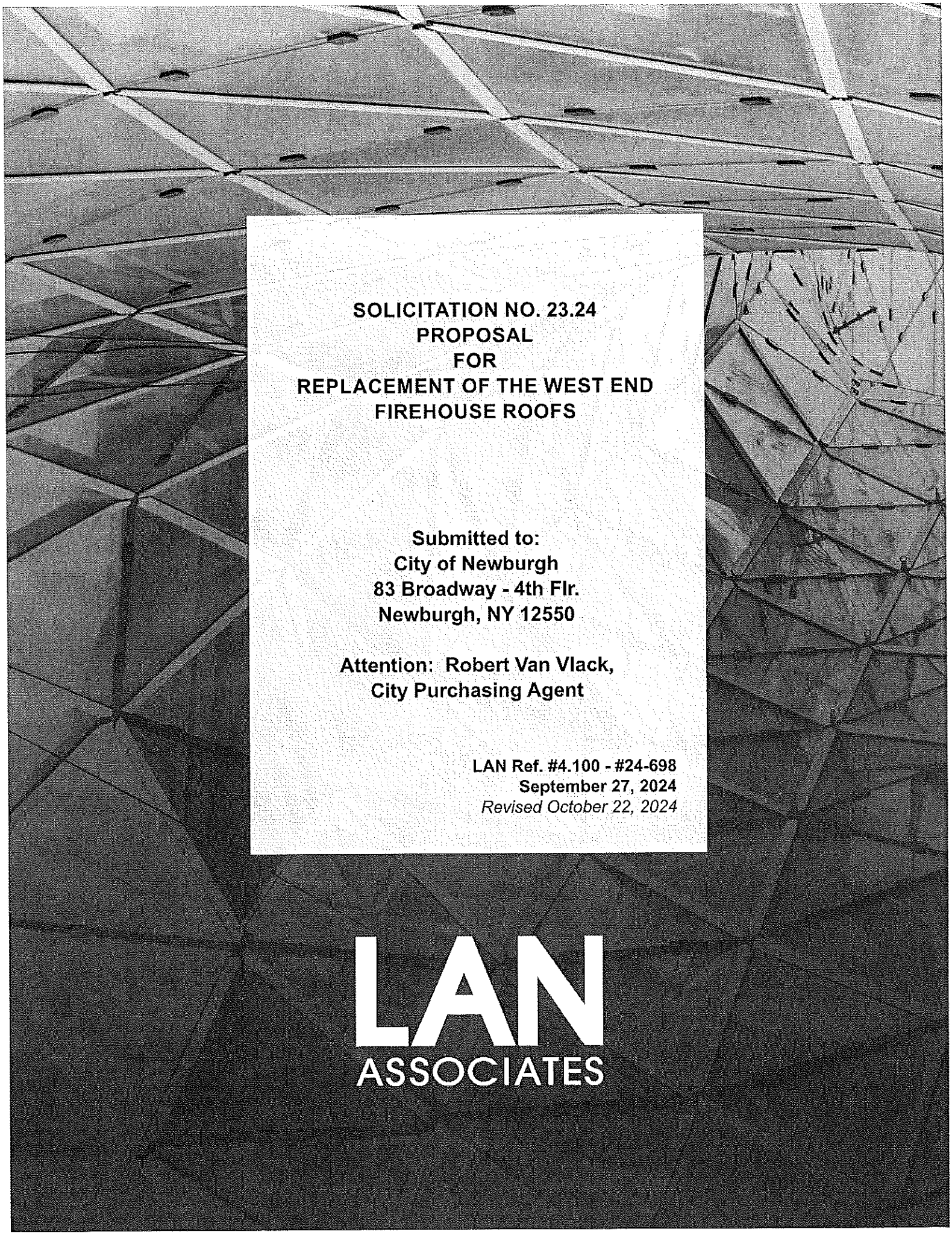
BY ORDER OF THE CITY OF NEWBURGH

By: _____ Dated: 8/13/24

City Comptroller

CITY OF NEWBURGH – AN EQUAL OPPORTUNITY EMPLOYER

Justice, Equity, Diversity and Inclusion are core values to the City of Newburgh, where there is a strong commitment to establishing and maintaining an environment free of discrimination. These values are promoted through the daily practice of professionalism, respect, acceptance and understanding. As such, City residents along with women, minorities, individuals with disabilities, members of the LGBTQ community, and veterans are encouraged to apply.



SOLICITATION NO. 23.24
PROPOSAL
FOR
REPLACEMENT OF THE WEST END FIREHOUSE ROOFS

Submitted to:
City of Newburgh
83 Broadway - 4th Flr.
Newburgh, NY 12550

Attention: Robert Van Vlack,
City Purchasing Agent

LAN Ref. #4.100 - #24-698
September 27, 2024
Revised October 22, 2024

LAN
ASSOCIATES

LAN ASSOCIATES | Engineering, Planning, Architecture, Surveying, LLP

September 27, 2024

Attn: Robert Van Vlack
City Purchasing Agent
City Hall
83 Broadway, 4th Floor
Newburgh, New York 12550

Requests for Proposals for West End-Fire House Roof Replacement
LAN Ref. # 200Lp24-698

Dear Mr. Van Vlack,

LAN Associates is excited to collaborate with the City of Newburgh for the replacement of the West-End Firehouse Roofs project. The role of an architecture and engineering firm extends beyond that of a technical advisor; it is that of a collaborative team member who can provide innovative solutions. From concept to completion, The LAN's team of professionals will work with the City of Newburgh to ensure the success of this project.

We understand that the City of Newburgh is seeking professional services to provide a roof replacement at the West End Firehouse located on New York State Route 17k. LAN Associates is pleased to submit our qualifications for this project as we have a portfolio of dozens of roof replacements for a variety of roofing styles for municipalities, school districts, and housing authorities.

LAN Associates is a full-service architecture and engineering design firm with 59 years of experience. While we will only provide architectural services for this project at this time, it is important to know that in choosing to work with LAN comes a team with nearly all the services required to complete a project. LAN's services include architecture, MEP engineering, civil engineering, environmental engineering, land use, land surveying, and construction administration.

LAN's Goshen, New York office will be leading efforts on this project and is located 20 miles from the City. We pride ourselves on being extremely responsive and demonstrating a unique efficiency that comes from decades of experience.

Respectfully,

V. Potiyevsky

Vlad Potiyevsky, AIA, LEED AP
Senior Associate | Architect
p. .215.909.5007
e. vlad.potiyevsky@lanassociates.com
LAN Associates, Engineering, Planning, Architecture, Surveying, LLP

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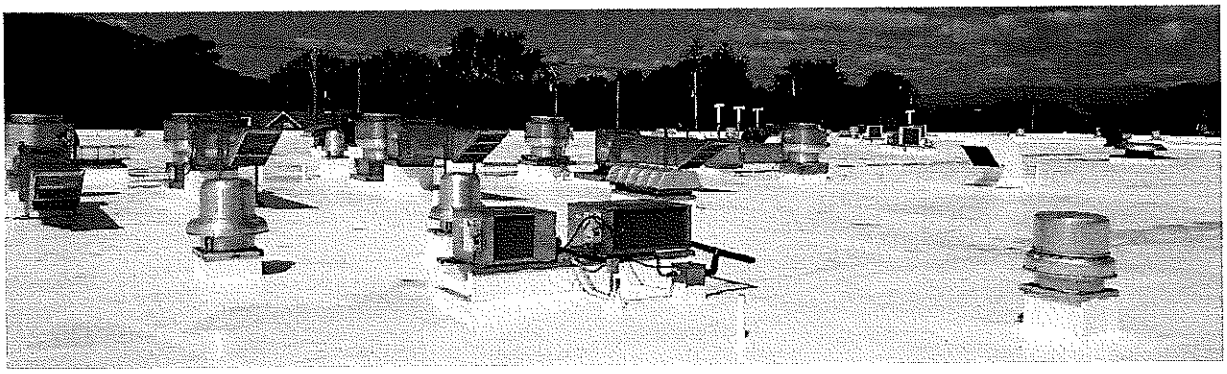

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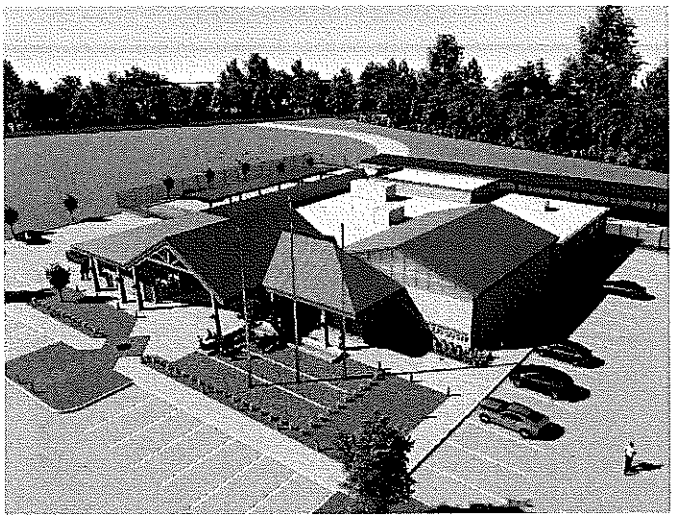
FIRM PROFILE

LAN Associates Engineering, Planning, Architecture, Surveying, LLP (LAN) is a full-service architectural and engineering firm working primarily in NJ, NY, PA, and CT. With a staff of over 120 skilled and experienced professionals, we provide our clients with sustainable, practical, and inspirational solutions. Our core philosophy is dedicated to three principles: expertise in design, dedication to our clients, and innovation that serves our clients' needs and transcends future generations.



HISTORY

LAN was founded in 1965 as a three-person engineering and planning firm by John A. Lacz. Since then, LAN has expanded its services and office locations multiple times to become the full-service design firm it is today. LAN has five offices, its Headquarter Corporate Office in Midland Park, NJ, and additional locations in Goshen, NY, Voorhees, NJ, Vernon, NJ, and Bethlehem, PA. LAN is an employee-owned private corporation. Our seasoned management team has 200 years of collective experience responsible for over $250M worth of construction annually for a variety of public and private clients.

A FULL-SERVICE DESIGN TEAM

LAN's extensive project experience comes with the benefit of partnering with a firm that offers full-service architecture and engineering capabilities for both building and site development. Should the need for any of these services arise outside of the original project scope, LAN can quickly mobilize, seamlessly integrating these professionals into our design team. Combined, we offer the shared knowledge base of multi-disciplinary experts under one roof who embody an integrated, streamlined approach where collaboration and communication are inherent through every stage of a project. LAN's professional services by discipline are listed below.

Building:

- Architecture
- Interior Design
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Construction Administration

Site:

- Civil Engineering
- Land Use
- Environmental Engineering
- Environmental Health & Safety
- Regulatory Compliance
- Land Surveying

12
in-house disciplines

120+
employees

59
years of experience

75%
repeat clients

OFFICE LOCATIONS

252 Main Street, Goshen, NY 10924
T. 845-615-0350
(lead office for this project)

Midland Park, NJ 07432
Bethlehem, PA 10817
Voorhees, NJ 08043
Vernon, NJ 07462

ABILITY TO PROVIDE SERVICES IN A TIMELY MANNER

Our team routinely holds project status meetings and weekly workload meetings to maintain deadlines and ensure all project needs are properly met. These meetings enable LAN to manage projected workload and more importantly it assures proper staffing of projects to maintain schedules and deliverables. These "due diligence" efforts lead to the quality of our product, being the caliber of our drawings and designs.

While LAN is continually pursuing new work, our current and projected workload and backlog is actively managed by experienced departmental leaders, and the knowledge and ability of our technical staff allows our team to be ready to mobilize promptly. LAN prides itself on providing quality professional services to our clients. In fact, all of LAN's company core values relate directly to the quality of our work product.

ACCREDITED TO SERVE YOUR NEEDS

23 Non-Licensed Architectural graduates
21 Professional Engineers (PEs)
18 Registered Architects (RAs)
17 LEED Accredited Professionals
05 NJDEP-Certified UST Personnel
04 AHERA Building Inspectors
04 Professional Planners (PPs)
03 Wetlands Professionals
02 Professional Land Surveyor (PLS)
02 NJDEP Licensed Site Remediation Professionals (LSRPs)
02 Certified Safety Professionals (CSPs)
01 Certified Municipal Engineer (CME)
01 Certified Industrial Hygienist (CIH)
01 AHERA Management Planner
01 AHERA Supervisor/Contractor
01 AHERA Project Designer
01 Professional Wetlands Scientist (PWS)
01 Certified Professional in Erosion & Sediment Control (CPESC)
01 NCQLP LC Lighting Certified Professional

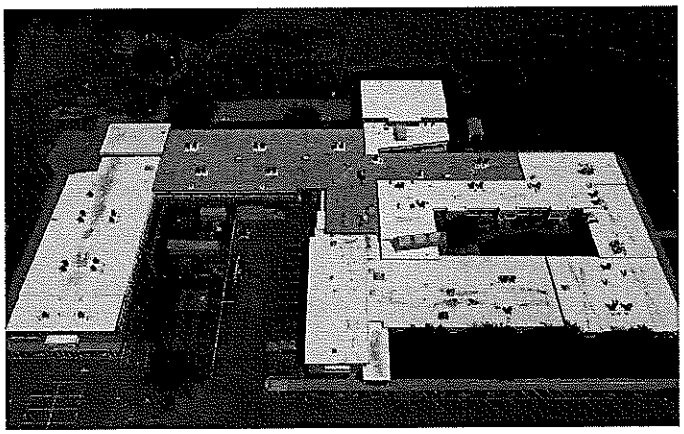
OUR CORE VALUES

Responsiveness
Loyalty
Honesty & Integrity
Pride
Innovation

COMMITMENT TO OUR CLIENTS:

"Our clients are our family. Every client, regardless of project size, scope, or length of services, receives dedicated personal attention. We value our relationships with each client, so much so, that many have been part of our extended family for many years and, in many cases, decades."

-Thomas Wighard,
President of LAN Associates



WORK PLAN & APPROACH

Expertise in Remediating

LAN has vast experience in roof replacement projects of all sizes, types and complexities. A great number of our roofing replacement work involves remediation of asbestos flashings, mastics and materials. Most roofing projects also involve repair or replacement of surrounding construction, such as roof decking, soffits, masonry, eaves, gutters, etc. It is also not uncommon to coordinate this work with various trades such as electrical and mechanical, as well as abatement.

Based upon the testing and reports conducted by Quest and Envirologic, the roofing material that contains ACM will be removed and placed in a dumpster that is sent to an environmental landfill specifically licensed to handle ACM waste. The dumpster(s) will be specifically tracked via manifests indicating the licensed landfill that has accepted the hazardous waste.

Project Approach

LAN's approach to this project is to first meet with the City review and confirm the scope of work, deliverable schedule and anticipated bid and construction schedule. It is critical to set the milestones early and to work backwards from the most advantageous bidding window which is usually late winter/early spring. Typically, this period allows for ample time to procure any material needed, such as roofing membrane and insulation for timely jobsite delivery. This period is also preferred as contractors are beginning to line up work for the spring/summer season.

Using the available documents as a base, our team will conduct field work to document and confirm all existing conditions, including adjacent construction, masonry condition, soffits, eaves, gutters, decking, etc. Close attention shall be paid in documentation of the extent of repairs necessary to the existing construction. While it is impossible to fully document the extent of the repairs prior to demolition, educated assumptions and unit prices will ensure all pricing for the repair work is included in the bid.

It is clear from the provided documentation by the City, that the existing roof is a 45 mil Carlisle EPDM roof that is fully adhered. LAN is able to provide the City with various roofing options that range in warranty life from 15 to 25 years and include systems such as SBS modified, liquid applied, EPDM, TPO, PVC, etc. Upon completion of the field work, LAN can suggest roofing options for consideration along with anticipated pricing, unless the City has a preferred system.

Our team will begin preparation of construction documents, including drawings, details and specifications for review and approval by the City with the aim of bidding the project by February, 2025. Submission of documents will come at 30%, 60% and 90% milestones as requested. Ongoing quality control and document review will ensure that the documents are clear and relay the appropriate information for contractors to properly price and construct the work in a timely manner.

PROJECT SCHEDULE

LAN ASSOCIATES

The schedule below is for planning purposes only and LAN will be periodically updating the schedule as the project progresses. The final scheduling will be contingent upon the timing collectively agree to by the entire project team. LAN will provide flexibility in our scheduling in order to accommodate the needs of the City of Newburgh.

Phase 1: Project Kick-Off

(October 14 - 18, 2024)

1 Week

Phase 2: Documentation and Development of Existing Drawings

(October 21 - November 1, 2024)

2 Weeks

Phase 3: Schematic Design (30% Submission)

City of Newburgh Review (2 Weeks)

(November 4 - 8, 2024)

1 Week

Phase 4: Design Development (60% Submission)

City of Newburgh Review (2 Weeks)

(November 25 - December 6)

2 Weeks
Holidays taken into account

Phase 5: Construction Documents (90% Submission)

City of Newburgh Final Review (2 Weeks)

(December 23 - January 17)

4 Weeks (due to holidays)

Reviewing agency approvals will be timed so that preliminary or final approval can be secured so as to avoid changes during bidding.

Phase 6: Bidding & Contract Award

(January 20 - February 28)

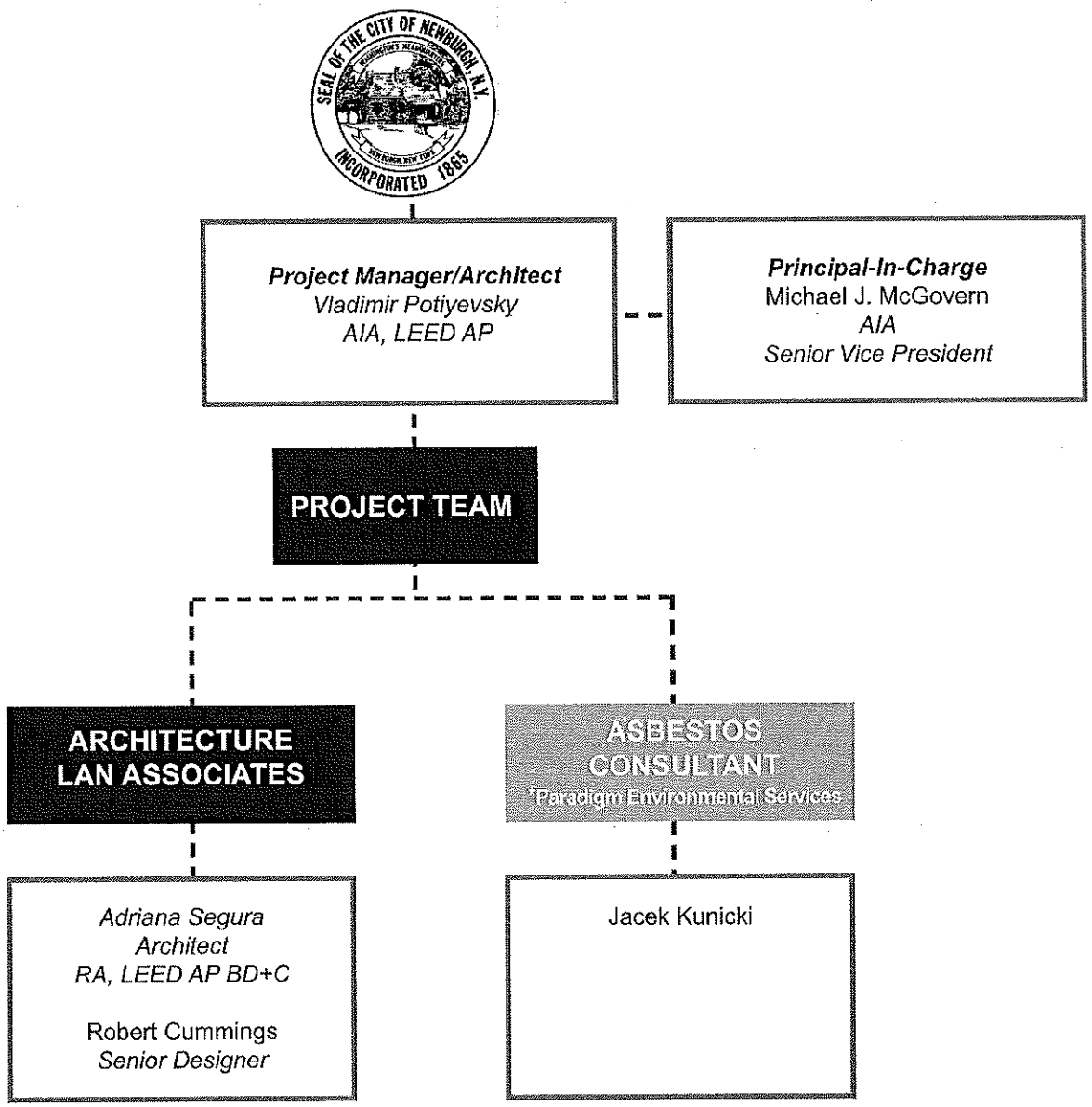
5 Weeks

PROJECT COMPLETED, March 2025

**Assumes a project start date of October 14, 2024.*

PROJECT ORGANIZATION

*Indicates a strategic partner on the this project



KEY TEAM MEMBERS

LAN ASSOCIATES

The following team members will serve as the main point of contact between LAN and the City of Newburgh. Team members have been selected based on their experience routinely providing professional design services on similar projects for public clients. These personnel will be promptly available for the entire project from start up to completion. If the need for additional services are required, LAN's depth of in-house services can be made available.

PRINCIPLE-IN-CHARGE
Michael J. McGovern, AIA
37 Years of Experience
Senior Vice President | Architect

Responsible for overall management of the project and ensures that all work meets the project's objective; oversees project leadership, planning, management and QA/QC.

PROJECT MANAGER / ARCHITECT
Vladimir Potiyevsky, *AIA, LEED AP*
28 Years of Experience
Senior Associate | Architect

Responsible for management of the project, as well as all architectural design and detailing; team interaction and coordination; ensures the project is on schedule and budget; coordinates all team communication and technical aspects.

ARCHITECT
Adriana Segura, RA, LEED AP BD+C
26 Years of Experience
Architect

Responsible for production of construction documents utilizing computer-aided design (CAD) software, calculating equipment requirements and setting up production methods.

SENIOR DESIGNER
Robert Cummings
27 Years of Experience
Senior Designer

Will be responsible for design, detailing, and code analysis for all intended renovations. He will coordinate the technical aspects of the design with the project manager.

ASBESTOS CONSULTANTS
Jacek Kunicki
Paradigm Environmental Services

Will be responsible for providing description and specifications for the proper abatement of ACM during demolition, so that it is done in a proper and safe manner meeting all required regulations.

LAN ASSOCIATES

Engineering, Planning, Architecture, Surveying

LICENSES & CERTIFICATIONS
Registered Architect
NJ License #21AI01232200
NY License #022257
CT License #8019
NH License #2303
PA License #RA402370
MD License #14410
ME License #ARC3264
FL License #AR93481
MA License #31428
AR License #10050
DE License #S5-0007646
Washington DC License # ARC101095

AWARDS & ACHIEVEMENTS
American School & University, Outstanding Design, Bronxville School, 2022

American School & University, Outstanding Libraries, Mamaroneck High School, 2018

33rd Annual New Jersey Concrete Institute Concrete Awards – Honorable Mention for Passaic High School

Learning by Design – Educational Facilities Design Excellence for Passaic High School

ORGANIZATIONS/AFFILIATIONS
American Institute of Architects
(AIA # 30105906)

National Council of Architectural Registration Review Boards (NCARB #44069)

Auto Desk User Group Int'l

International Code Council (ICC)

BOCA International

EDUCATION
Pratt Institute,
New York, New York
Bachelor of Architecture

Michael J. McGovern

SENIOR VICE PRESIDENT
AIA

EXPERIENCE
As a Senior Vice President, Mr. McGovern is responsible for oversight and management of approximately 25 staff architects in LAN's Goshen, NY office, preparation of schematic plans, design development drawings, construction documents, and specifications, developing CAD office standards and supervision and coordination of its operation.

Other responsibilities include preparing proposals, assembling bid packages for State and municipal review, recommending award of contracts, conducting pre-construction meetings, and coordinating projects under construction by performing field inspections and construction management. Mr. McGovern reviews shop drawing submittals, supervises the design, mechanical, electrical, plumbing, and structural coordination of construction documents, as well as provides testimony as a Registered Architect before planning boards.

Mr. McGovern has worked on projects that have included new construction and renovation for Boards of Education, and private, residential, and commercial clients.

PARTIAL CLIENT LISTING

Housing: Multi-Family Mr. McGovern has worked with various housing authorities including Freehold Housing Authority; Harrison Housing Authority; Passaic Housing Authority; Montgomery Gateway; Kingston Housing Authority; Ellenville Housing Authority; Poughkeepsie Housing Authority; and Yonkers Housing Authority.

Senior Living Holland Christian Home; Van Dyk Assisted Living approximately 100,000 sf and 120 units ($15M); recently, The Vista, a $74M senior living continuing care retirement community in Wyckoff and Hawthorne, New Jersey with 164 units, was completed.

Municipal Mr. McGovern has served as Architect of Record for the following municipalities in New York and New Jersey: Orange County DPW; Orange County Parks & Recreation; Orange County Department of Records Management; Borough of Ringwood, NJ Department of Parks & Recreation, NJ Department of Parks & Forestry, and the Middletown Parks & Recreation. Projects included new municipal garages, building additions and renovations, pool upgrades, physical condition surveys, and feasibility studies. Mr. McGovern also worked with the Monmouth County Parks System to complete a physical needs assessment at Hominy Hill Clubhouse.

Education: K-12 Mr. McGovern has served as lead architect for several school districts in New Jersey and New York. Current or recent major projects include Mahwah BOE; Passaic BOE; West Milford BOE; Ramsey BOE; Fair Lawn BOE; Fairfield BOE; Mamaroneck UFSD; Norwood BOE; Ridgewood BOE; Boonton BOE; Goshen CSD; Chester UFSD; Irvington UFSD; Nyack UFSD; Rye Neck UFSD; Bronxville UFSD. The projects included new buildings, additions, change-of-use renovations, and capital improvement projects.

Ecclesiastical Recent additions or renovations include The Mission Church, Holmes, NY; The Hudson Valley United Reformed Church; and various sites for the Salvation Army.

Commercial Mr. McGovern has worked on several projects for LEGOLAND, New York, including the design and construction of several back-of-house facilities, as well as value engineering services for various facilities. He also designed computer facilities, technology advancements, and office spaces for Advanced Coating Technologies; Chromalloy New York; and Pratt & Whitney. Projects included new construction of new Electron Beam Coater facilities, the design of specialty alarm detection and suppression systems, electric system upgrades, envelope studies, and improvements.

Higher Education Mr. McGovern has worked for many higher education institutions such as Fairleigh Dickinson University, SUNY Orange, and SUNY Ulster.

LAN ASSOCIATES

Engineering, Planning, Architecture, Surveying

LICENSES & CERTIFICATIONS
Registered Architect
CT # ARI.0010857
NJ #21AI01683400
NM # 004816
NY #30220
PA #RA403225

ICC - Building Plans Examiner
ICC - Residential Building Inspector
ICC - Accessibility Inspector/Plans Examiner

NCARB

LEED® Accredited Professional

AWARDS & ACHIEVEMENTS
Borough of Milford, PA
Architectural Review Board – Presiding Architect

ORGANIZATIONS/AFFILIATIONS

Southern New Jersey Development Council
- Energy & Environment Committee

International Code Council

National Council of Architectural Registration Boards

American Institute of Architects

United States Green Building Council

National Trust for Historic Preservation

EDUCATION
Pratt Institute, New York, NY
Bachelor of Architecture

Vlad Potiyevsky

SENIOR ASSOCIATE
AIA, LEED® AP

EXPERIENCE

Vlad Potiyevsky has extensive experience in the architecture and construction industry. As a Project Manager and Architect at LAN for more than 16 years, he manages all phases of roof replacement projects. He excels at maintaining client relationships, working with external consultants, and coordinating among project team members.

Vlad has an extensive background and knowledge of sustainable design practices and high-performance buildings. He is responsible for preparing schematic plans, design development drawings, construction documents, and specifications. Utilizing his experience during the initial phase of design, Vlad assists with guiding the team with respect to code compliance and broad budgetary constraints to ensure maximum creativity and design flexibility to achieve optimum results.

He has worked with numerous public and private clients on a variety of roof projects, including both renovations and replacements. As a Senior Associate on LAN's team, he will help create a unified, finished product that will minimize construction duration, cost, and system conflicts.

PARTIAL CLIENT LISTING

Vlad has completed dozens of roof replacement projects and is generally involved with numerous re-roofing projects per year ranging in size from isolated portions of buildings to entire buildings. These include various roofing system types and buildings from low-rise to high-rise buildings.

Vlad has experience replacing existing roofing systems at the upper and lower roof levels, providing new tapered insulation, cleaning existing roof drains, and installing new metal fascias and all associated items. He has also designed code-compliant ventilation and installed roof edge metals and rainwater system modifications.

A list of clients Vlad has provided services to can be found below:

- Asbury Park Convention Hall
  3 Replacements
- Chester Union Free School District
  2 Replacements
- Cresskill Public Schools
  1 Replacement
- Church Street Corporation
  1 Replacement
- Fairleigh Dickinson University
  4 Replacements
- Madison Marquette
  1 Replacement
- Mamaroneck Union Free School District
  13 Replacements | 2 Repairs
- Orange Ulster BOCES
  1 Replacement
- Passaic Family Head Start
  2 Replacements
- The School District of Philadelphia
  2 Replacements
- Ridgewood Board of Education
  19 Replacements | 4 Repairs
- Sussex County Technical School
  2 Replacements

LAN ASSOCIATES

Engineering, Planning, Architecture, Surveying

LICENSES & CERTIFICATIONS
Registered Architect
NJ #046464

LEED® Accredited Professional, BD+C

NCARB

EDUCATION
Universidad del Valle
Cali, Columbia
Bachelor Degree

Adriana Segura

ARCHITECT
AIA, LEED® AP BD+C

EXPERIENCE

Adriana Segura is an Architect with over two decades of experience in the AEC industry. She has experience working with various educational, government, housing, healthcare, and faith-based clients.

Ms. Segura's day-to-day responsibilities include leading a team, developing proposals, developing cost estimates, developing plans, analyzing code, creating designs for clients, drafting construction documents, reviewing submittal and shop drawings, and performing construction administration services. She is also working with clients to define a project's scope of work, creating floor plans and elevations for proposed building additions, design development drawings, construction documentation, cost estimates, and construction administration.

Conducting client meetings from conceptual design through project close-out has allowed Ms. Segura to become knowledgeable in all aspects of project development from start to finish. Developing project schedules and ensuring clients, consultants, in-house personnel, and contractors adhere to the schedule is key to her effective approach to working with everyone.

PARTIAL CLIENT LISTING

Education: K-12
- Allendale BOE
- Cresskill BOE
- Elizabeth BOE
- Maywood BOE
- Oradell BOE
- Paramus BOE
- Ramapo Indian Hills Regional HS District
- Wanaque BOE

Education: Higher Ed
- Montclair State University
- William Paterson University

Housing: Multi-Family
- Newark Housing Authority
- Paterson Housing Authority
- Housing Authority of the County of Morris
- Bergen County Housing Authority
- Guttenberg Housing Authority
- Linden Housing Authority
- Dover Housing Authority
- Hoboken Housing Authority

Commercial
- Columbia Bank

Food Service
- Mt. Fuji Japanese Restaurant, Hasbrouck Heights, NJ
- Eno Wine Bar, Four Seasons Hotel, Washington DC
- Mrs. Green's Commissary Kitchen, Elmsford, NY
- Occupations Inc., Edible Oil Packaging Facility, Middletown, NY

Medical
- Integrated Medical Professionals, Palisades Professional Center
- Integrated Medical Professionals, Hartsdale, NY
- James J. Peters VA Medical Center, Bronx, NY
- VA Hudson Valley Health Care System, Montrose, NY

Senior Living
- Christian Health

Faith-Based
- New Hope Ministries
- Most Blessed Sacrament
- Hutchcraft Ministries

Municipal
- NJDOT

LAN ASSOCIATES

Engineering, Planning, Architecture, Surveying

LICENSES & CERTIFICATIONS
10 Hour OSHA Training

EDUCATION
Bergen Community College
Paramus, NJ
Architectural Drafting & Design

Robert Cummings

SENIOR DESIGNER

EXPERIENCE

Mr. Cummings is an experienced designer with over two decades of experience in design and residential/commercial construction. As a Senior Designer, Robert's responsibilities include managing projects, reviewing project elements for conformity, leading others, and assisting with proposals. Additional responsibilities include preparing schematic plans, construction documents, and specifications, conducting construction observation and coordination of mechanical, structural, electrical and plumbing construction documents, review of shop drawing submittals, supervision of CAD standards and practices as well as providing CAD support to his fellow employees.

Robert is proficient in AutoCAD Architecture, AutoCAD Civil 3D, Autodesk Revit Architecture, AutoCAD 3ds Max and SketchUp.

Robert works on projects which include new construction and renovation for Boards of Education, state, ecclesiastical, residential, and commercial clients.

PARTIAL CLIENT LISTING

Education: K-12
- Florham Park BOE
- Manalapan/Englishtown Regional Schools
- Passaic BOE
- Passaic Valley Regional High School
- Paterson BOE
- Plainfield BOE
- Ramapo Indian Hills High School District
- Ridgewood BOE
- Sayreville BOE
- Verona BOE

Federal/State/Local
- NJ School Development Authority (NJSDA) – Various Projects, Paterson, NJ
- Various Renovations of Facilities for the Juvenile Justice Commission

Ecclesiastical
- All Saints Church Addition,
- Church of the Assumption of Our Blessed Lady, Woodridge, NJ
  Glen Rock, NJ
  Jersey City, NJ
- Our Lady of Mercy Church,
- St. Bonaventure Church – Various Projects, Paterson, NJ

Housing: Multi-Family
- Bergen County Housing Authority
- Newark Housing Authority
- Paterson Housing Authority
- Union City Housing Authority

Commercial
- Eno Wine Bar, Four Seasons Hotel, Washington, DC
- Gateway Computers – Various Locations throughout the U.S.*
- Godiva Chocolatier – Various Locations throughout the U.S.*
- Mt. Fuji Japanese Restaurant, Hasbrouck Heights, NJ
- Northwest Bergen County Utilities Authority, New Office Building, Waldwick, NJ
- Ridgewood Water Company, J.A. Carr Operating Center, Ridgewood, NJ and H.V. Florence Control Center, Midland Park, NJ
- The Children's Place - Various Locations throughout the U.S.*
- Vitamin World - Various Locations throughout the U.S.*

Housing: Single-Family
- Grove Estates, Cedar Grove, NJ*
- Parkside Manor, Newark, NJ*
- Surfside Estates, Manasquan, NJ*

- **Client experience prior to employment at LAN Associates*

222 Martin Avenue
Highland, New York 12528

(845) 430-2527
jkunicki@icloud.com

Jacek Kunicki

Education

A.S. Degree: Liberal Arts, Dutchess Community College, Poughkeepsie, New York

B.S. Degree: Chemistry, SUNY New Paltz, New Paltz, New York

Certifications/Training

NYS ELAP Approved Technical Laboratory Director
NYS ELAP Approved Quality Assurance Officer
NYS Certified Asbestos Air Sampling Technician
NYS Certified Asbestos Project Monitor
NYS Certified Asbestos Building Inspector
NYS Certified Asbestos Project Designer
EPA Model Lead Inspector
Sampling & Evaluation of Airborne Asbestos Dust by Phase Contrast Microscopy (PCM)
Identification of Asbestos by Polarized Light Microscopy (PLM)
RMD LPA-1 Lead Paint Inspection Training

Experience

Paradigm Environmental, LLC.
Poughkeepsie, New York
Asbestos/Lead Testing & Monitoring Company
March 2019 – Present

Position: Regional Manager
Responsible for overseeing the daily operations of an asbestos air monitoring laboratory. Performing and overseeing all the required duties that are outlined by NYS ELAP, NIOSH, and OSHA. Performing NIOSH 7400 PCM analysis. Project Monitoring and Air Sampling for large and small asbestos removal projects. Quality Control Management. Asbestos Inspector performing sampling and size estimations of bulk materials for the identification of asbestos containing materials.

Envirologic of New York, Inc. – East
Poughkeepsie, New York
Asbestos/Lead Testing & Monitoring Company
February 1997 – March 2019

Position: Vice President
Responsible for overseeing the daily operations of an asbestos air monitoring laboratory. Performing and overseeing all the required duties that are outlined by NYS ELAP, NIOSH, and OSHA. Performing NIOSH 7400 PCM analysis. Project Monitoring and Air Sampling for large and small asbestos removal projects. Quality Control Management. Asbestos Inspector performing sampling and size estimations of bulk materials for the identification of asbestos containing materials.

ROOFING WORK EXAMPLES

LAN ASSOCIATES

LAN has completed hundreds of roof replacement projects and is generally involved with approximately twenty to twenty-five re-roofing projects per year ranging in size from isolated portions of buildings to entire buildings. These include numerous roofing system types and buildings from low rise to high rise buildings. The chart below includes various work examples of our past roofing projects.

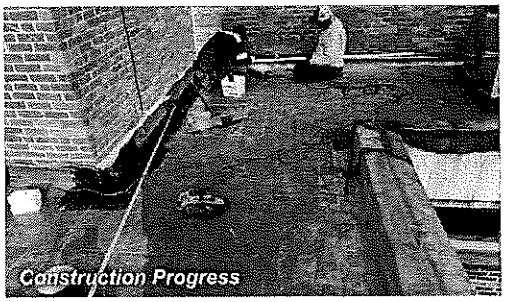
Client	Number of Roof Replacements
East Orange Housing Authority	1 Replacement
Boonton Housing Authority	1 Replacement
Harrison Housing Authority	16 Replacements | 1 Repair
Paterson Housing Authority	16 Replacements
Passaic Housing Authority	4 Replacements | 6 Repairs
Passaic Board of Education	1 Replacement | 1 Repair
Ridgewood Board of Education	19 Replacements | 4 Repairs
Tenafly Board of Education	1 Repair
Ringwood Board of Education	2 Replacements | 1 Repair
Hawthorne Board of Education	6 Replacements | 1 Repair
Ramsey Board of Education	7 Replacements
Wayne Township Public Schools	16 Replacements | 4 Repairs
Freehold Housing Authority	4 Replacements | 1 Repair
Passaic Public Libraries	1 Repair
Ho-Ho-Kus Board of Education	1 Replacement | 1 Repair
Urban Home Corp./Montgomery Gateway	8 Replacements | 1 Repair
Bloomingdale Board of Education	2 Replacements
Wyckoff Board of Education	5 Replacements
Franklin Lake Board of Education	2 Replacements
Woodcliff Lakes Board of Education	3 Replacements | 1 Repair
Passaic Family Head Start	2 Replacements
North Haledon Board of Education	1 Replacement
Fairfield Board of Education	2 Replacements
State of New Jersey	2 Replacements
Carlstadt Board of Education	1 Replacement
Christian Health Care Center	1 Replacement
Passaic Valley Regional High School	4 Replacements | 1 Repair
Mamaroneck Union Free School District	13 Replacements | 2 Repairs
Cranford Board of Education	1 Replacement | 2 Repairs
Bloomfield Board of Education	6 Replacements
Ulster BOCES	2 Replacements
Greenwood Lake Public Library	1 Replacement
Blind Brook-Rye Union Free School District	3 Replacements
Lakeland Regional HS Board of Education	12 Replacements
Fair Lawn Board of Education	1 Replacement
Maywood Board of Education	2 Replacements
Township of Wayne	3 Replacements

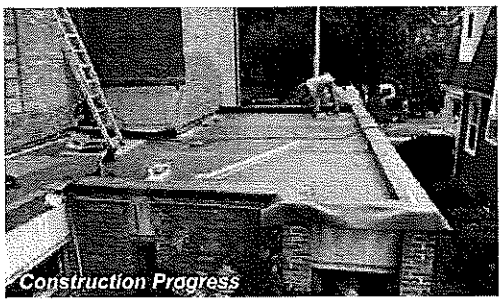
Client	Number of Roof Replacements
Roosevelt Public Schools	3 Replacements
New Milford Board of Education	1 Replacement
Montclair State University	1 Replacement
Northern Highlands Regional HS District	1 Replacement
Guttenberg Housing Authority	1 Replacement
West Milford Board of Education	2 Replacements
Saddle River Board of Education	1 Replacement
Demarest Board of Education	2 Replacements
Princeton Regional Board of Education	1 Replacement
Alpine Board of Education	1 Replacement
Cresskill Public Schools	1 Replacement
Paterson Public Schools	2 Replacements | 1 Repair
Church Street Corporation	1 Replacement
Wanaque Board of Education	3 Replacements
Hamburg Board of Education	2 Replacements
Norwood Board of Education	2 Replacements
Sussex County Technical School	2 Replacements
Passaic County Elks Cerebral Palsy Treatment Center	3 Replacements | 1 Repair
Borough of Red Bank- Housing Authority	1 Replacement
Sayerville Board of Education	1 Replacement
Orange County Department of Public Works	1 Replacement
Orange Ulster BOCES	1 Replacement
Chester Fire District	1 Replacement
Ellenville Housing Authority	1 Replacement
Irvington Union Free School District	1 Replacement
Goshen Central School District	2 Replacements
Chester Union Free School District	2 Replacements
Nyack Public Schools	5 Replacements
Farleigh Dickinson University	4 Replacements
County of Passaic	1 Replacement
Madison Marquette	1 Replacement
Foremost Management Corporation	1 Replacement
Ramapo-Indian Hills Regional High School District	2 Repairs
The School District of Philadelphia	2 Replacements
Asbury Park Convention Hall	3 Replacements

ROOF REPLACEMENT AT WEST END FIREHOUSE

BOROUGH OF SOMERVILLE

MUNICIPAL





The Borough of Somerville Buildings & Grounds Department retained LAN Associates to provide architectural services for the design and documentation of a roof replacement at the West End Firehouse, located at 133 West High Street, Somerville, NJ.

The scope of work included, but was not limited to, the replacement of the existing roofing system at the upper and lower roof levels as well as the roof above the stair tower for a new EPDM roofing system. The project also included providing and installing new tapered insulation, and cleaning the existing roof drains, as well as providing and installing new metal fascias and all associated items.

Since the facility is an active firehouse, proper phasing was a key to a successful project. By strategically scheduling all construction, LAN was able to limit interruptions on the firehouse's day-to-day operations.

Reference:
Brendan Nally
Department of Public Works
Borough of Somerville
908.704.2490

Project Size: 3,500 SF

Cost: $115,000 **Est:** $107,000

Completion Date: July 2023

Project Manager:
Manuel Padilla

Project Number: 2.20444.01

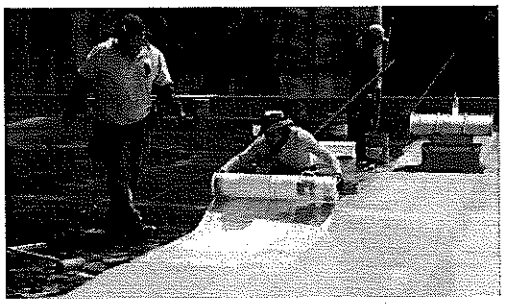
Project Manager:
Vlad Potiyevsky

LAN
ASSOCIATES

ULSTER BOCES CAREER & TECHNICAL CENTER ROOF REPLACEMENT

ULSTER BOCES

ROOF RESTORATION



LAN was retained by Ulster BOCES to provide a new roofing system for the existing EPDM membrane at the 87,000 sf Career & Technical Center located in Port Ewen, New York. LAN was able to determine the condition of the existing roofing system by performing an infrared scan and TV scoping of the existing roof drains. Through this analysis, LAN informed the client to proceed with a restoration of the existing roof.

LAN recommended a new fluid applied, fully reinforced restorative coating to be applied over the existing EPDM membrane. The flashings were replaced on all roof penetrations with the same fluid applied roofing, thus providing the client with a cost effective and water tight solution that included a 25-year warranty. In addition to the roofing work, LAN provided mechanical services including raising existing pad mounted AC condensers on new roof curbs.

Reference:
Dr. Charles Khoury
Superintendent
Ulster BOCES
845.255.3040

Project Size:
87,000 sf

Cost: $990,000 **Est:** $1,479,000

Completion Date: August 2017

Project Number: 4.1342.02

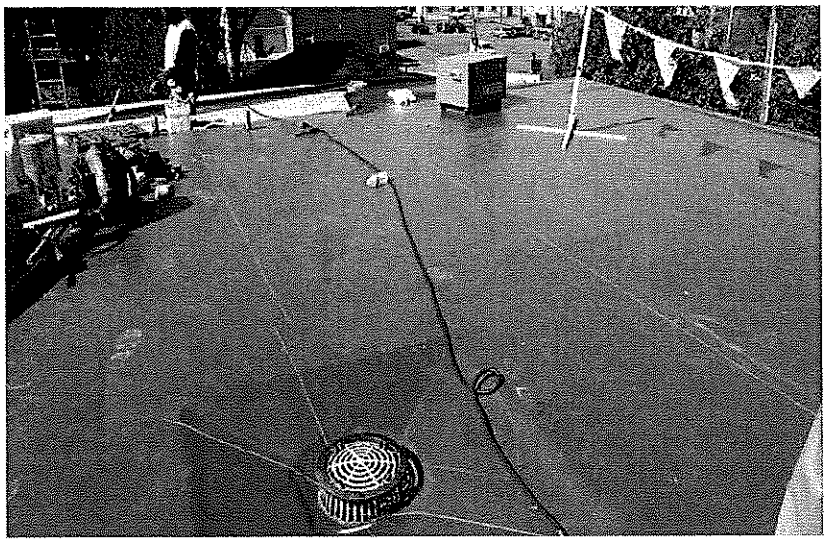
Project Manager:
Vlad Potiyevsky

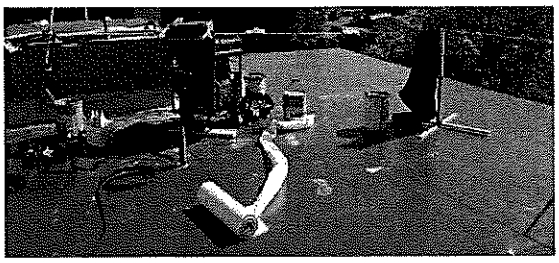
LAN ASSOCIATES

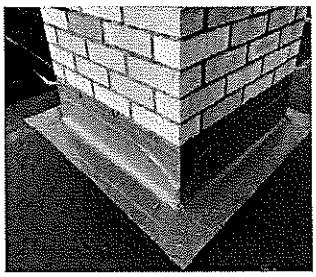
ROOF REPLACEMENT AT DPW HEADQUARTERS

ULSTER COUNTY DEPARTMENT OF PUBLIC WORKS

MUNICIPAL







LAN was retained by the Ulster County Department of Public Works (DPW) to provide architectural services for the design and bidding for a roof replacement of the existing gravel built-up roof at the DPW's headquarters in Kingston, New York.

After documenting the existing roofing conditions, a roof scan was performed. The information gleaned from the roof scan dictated the need for a full roof replacement.

The scope of work included removing all existing roofing, insulation, and underlayment to expose the existing roof deck. LAN then designed a new code compliant tapered insulation layout and a new ketone ethylene esther (KEE) roof membrane that was requested by the owner. Due to the thickness of the new insulation requirements, the existing roof edges were built up and new metal copings were installed.

LAN provided architectural services from preliminary design and cost estimation through bidding, construction, and project closeout.

During construction, LAN was able to work with the contractor and owner to obtain a credit for the owner. The credit, combined with no additional change orders helped the owner to keep the construction contract under budget.

Reference:
Mr. David Gruskiewicz
Senior Project Manager
Ulster County Department of Public Works, Buildings & Grounds Division
845.340.3141
Project Size: 3,600 sf

Cost: $128,000 **Est:** $188,500

Completion Date: August 2019

Project Number: 4.1307.03

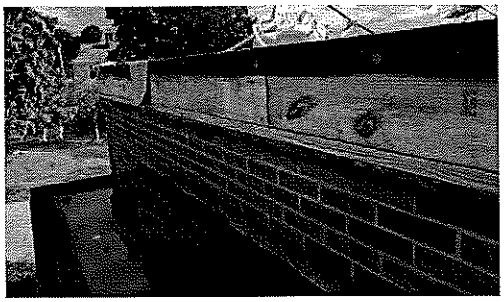
Project Manager:
Vlad Potiyevsky

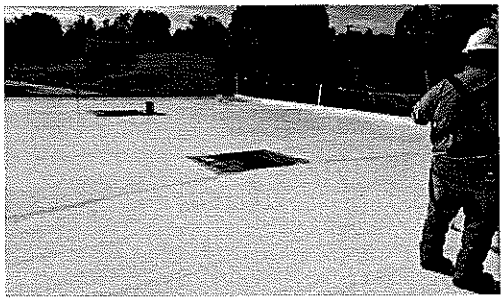
LAN
ASSOCIATES

WALTON ENGINE AND HOSE COMPANY #1 ROOF REPLACEMENT

CHESTER FIRE DISTRICT

MUNICIPAL





LAN Associates was contracted by the Chester Fire District to provide architectural and engineering services for a roof replacement at the Walton Engine & Fire Hose Company Building in Chester, New York. LAN's involvement consisted of a field survey, cost analysis/estimation, construction documents, bidding/contract award, and construction administration services necessary to complete the project.

The scope of work for the project first required the complete removal of the existing 105' by 55'. 5,775 sf roof. LAN completed an Infra-Red scan of the existing area, determining the location and extent of moisture within the existing system and outlining those locations for future identification. A drainage study was conducted to determine the capacity of the existing drains, ensuring that they were in accordance with NYS code requirements,

After full removal, LAN installed a new roof with a rigid foam insulation and fluid applied Tremco AlphaGuard roof system. Roof mounted site lighting, as well as mechanical fan replacement and modifications were also installed to ensure the site could be properly maintained.

Reference:
Jack Deshler
Commissioner
845.469.0991

Project Size: 5,400 sf

Cost: $250,000 **Est:** $186,000
*Owner requested changes

Completion Date: 2019

Project Number: 4.0193.08

Project Manager:
Vlad Potiyevsky

LAN
ASSOCIATES

REFERENCES

ULSTER COUNTY DEPARTMENT OF PUBLIC WORKS BUILDINGS & GROUND DIVISION

Mr. David Gruskeiwicz
Senior Project Manager
317 Shamrock Ln, Kingston NY 12401
P: 845.340.3141
E: dgru@co.ulster.ny.us

ULSTER COUNTY BOARD OF COOPERTIVE EDUCATIONAL SERVICES

Ms. Amanda Stokes
175 Route 32 North
New Platz, New York 12561
P: 845.255.1400
E: Astokes@ulsterboces.org

GOSHEN CENTRAL SCHOOL DISTRICT

Mr. Stephen Brugge
1000 West Boston Post Road
Mamaroneck New York 10543
P: 914.220.3000
E:sbrugge@mamkschools.org

CURRENT WORKLOAD

LAN ASSOCIATES

PRESENT WORKLOAD & AVAILABILITY:

LAN takes pride in our steady growth; we currently have over 120 dedicated team members. With this depth of in-house resources at our disposal, our staff to workload ratio allows us to pursue multiple opportunities simultaneously. However, LAN selectively pursues RFP's to ensure our clients and their projects receive the care and personal attention they deserve.

Management of our workload and our large, diverse staff of architects and engineers ensures we are well equipped to handle our workload despite any unexpected issues that may arise. This commitment not only extends to long planned projects, but most importantly any unforeseen situation that may arise requiring urgent action or an immediate response. Our responsibility is to be a dependable and responsive member of your team.

The project manager and key team members will be committed to the project, seeing it through from the kick-off meeting to completion. The team has been selected based on their relevant experience as well as their current capacity to work with the City of Newburgh on this project.

As the key members wrap up the designs of other public projects, the selected team is ready to meet the visions for enhancing these highly valued recreational spaces across the municipality.

Below is a listing of recent/ongoing projects within the last 3-6 months.

- **Ulster BOCES Capital Improvement**
  Currently under construction. Anticipated completion 9/2028

- **Bergen Catholic Conversion of Library to Student Commons**
  Currently in Schematic Design. Anticipated construction begins 6/2025

- **Union City Housing Authority RAD Improvements**
  Negotiating Bids. Anticipated construction begins 2/2025

- **South Orange Pool Gutter Replacement**
  Construction started 9/3/2024. Substantial completion 11/2024

- **Morris Union Jointure Commission Roof Assessment at Warren**
  Field Work and Report Anticipated Oct/Nov. 2024

FEE BREAKDOWN & WORK ALLOCATION

Name	Firm	Title	Hours	Rate	Fee
Item #1: Schematic Design					
Potiyevsky, Vladimir	LAN Associates	Senior Associate	8	$205	$1,640
Segura, Adriana E	LAN Associates	Job Captain	8	$150	$1,200
Cummings, Robert A	LAN Associates	Senior Designer	24	$125	$3,000
					Total: $5,840
Item #2: Design Development					
Potiyevsky, Vladimir	LAN Associates	Senior Associate	16	$205	$3,280
Segura, Adriana E	LAN Associates	Job Captain	8	$150	$1,200
Cummings, Robert A	LAN Associates	Senior Designer	40	$125	$5,000
Abatement Design					$825
					Total: $10,305
Item #3: Construction Documents					
Potiyevsky, Vladimir	LAN Associates	Senior Associate	8	$205	$1,640
Segura, Adriana E	LAN Associates	Job Captain	8	$150	$1,200
Cummings, Robert A	LAN Associates	Senior Designer	40	$125	$5,000
					Total: $7,840
Item #4: Bidding & Award					
Potiyevsky, Vladimir	LAN Associates	Senior Associate	8	$205	$1,640
Segura, Adriana E	LAN Associates	Job Captain	4	$150	$600
Cummings, Robert A	LAN Associates	Senior Designer	4	$125	$500
					Total: $2,740

FEE SUMMARY

Item	Total Fee
Item #1: Schematic Design	$5,840
Item #2: Design Development	$10,305
Item #3: Construction Documents	$7,840
Item #4: Bidding & Award	$2,740
TOTAL FEE:	**$26,725**

EXCLUSIONS:

The following items are excluded from LAN's fee:

- Additional ACM sampling & testing
- Infrared Scan of the roof areas
- Destructive testing and probes

REIMBURSABLE EXPENSES:

No other

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/1/2024

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

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

PRODUCER
Risk Strategies Company
80 West Century Road, Suite 301
Paramus, NJ 07652

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 201-837-1100 FAX (A/C, No):
E-MAIL ADDRESS: certificates2@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company	25658
INSURER B : Travelers Indemnity Company of CT	25682
INSURER C : Travelers Property Casualty Co of Amer	25674
INSURER D : Travelers Indemnity Co of America	25666
INSURER E : ACE American Insurance Company	22667
INSURER F :	

INSURED
LAN Associates, Engineering, Planning, Architecture, Surveying, LLP
252 Main Street
Goshen NY 10924

COVERAGES **CERTIFICATE NUMBER:** 79797710 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ☐ LOC OTHER:			680-9H736983	5/1/2024	5/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
B	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BA-7R250064	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
C	✓ UMBRELLA LIAB ✓ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ✓ RETENTION $ 10,000			CUP-3705T448	5/1/2024	5/1/2025	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-4K627638	5/1/2024	5/1/2025	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
E	Cyber Liability			F17639286001	1/23/2024	1/23/2025	$1,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

SAMPLE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
RSC Insurance Brokerage Inc.
RSC Insurance Brokerage

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/5/2024

PRODUCER
WHITEHORN FINANCIAL GROUP INC
29 Main Street, 2nd Floor
Madison, NJ 07940
(973) 564-9330

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
LAN Associates, Engineering, Planning, Architecture, Surveying, LLP
252 Main Street
Goshen, NY 10924

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: C.N.A.	20443
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY / PRO-JECT / LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER Professional Liability	AEH 11-404-99-81	06/04/24	06/04/25	$5,000,000 Per Claim and Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

SAMPLE CERTIFICATE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Maureen Andrews

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APPENDIX C

IRANIAN ENERGY SECTOR DIVESTMENT ACT AFFIDAVIT

Certification Pursuant to Section 103-g of the New York State General Municipal Law

1 By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

2 A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph 1 above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph 1 above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:

2.1 The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2.2 The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Name: Ronald M. Panicucci Title: CEO/Treasurer

Signature:

Date: September 25, 2024 Company Name: LAN Associates, Engineering, Planning, Architecture, Surveying, LLP

Subscribed and sworn to Ronald M. Panicucci CEO/Treasurer

Name of Affiant *Title of Affiant*

Signature of Affiant (in blue ink)

before me this 25th day of September, 2024

Affix Notary Seal or Stamp below

Notary Public of New Jersey

My commission expires: April 28, 2028

Kim A Hauser
NOTARY PUBLIC
State of New Jersey
ID # 2043799
My Commission Expires
April 28, 2028

Notary Signature:

Kim A. Hauser

This Affidavit must be completed by all Proposers and submitted with Proposal.

APPENDIX D

NON-COLLUSION BIDDING AFFIDAVIT

Professional Services related to the Replacement of the West End Firehouse Roofs

RFP No. 23.24

City of Newburgh, New York

STATE OF: New York)

) SS: 06-1544066

County of: Orange)

I, Ronald M. Panicucci of the Town, Village, City of North Haledon

in the County of Passaic and the State of New Jersey

of full age, being duly sworn according to law on my oath depose and say that:

I am CEO/Treasurer, an officer of the firm of LAN Associates, Engineering, Planning, Architecture, Surveying, LLP

the Bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that said Bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh, NY as OWNER relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by LAN Associates, Engineering, Planning, Architecture, Surveying, LLP

Contractor Name

Subscribed and sworn to Ronald M. Panicucci — CEO/Treasurer

Name of Affiant — *Title of Affiant*

Signature of Affiant

before me this 25th day of September, 20 24

Affix Notary Seal or Stamp below

Notary Public of New Jersey

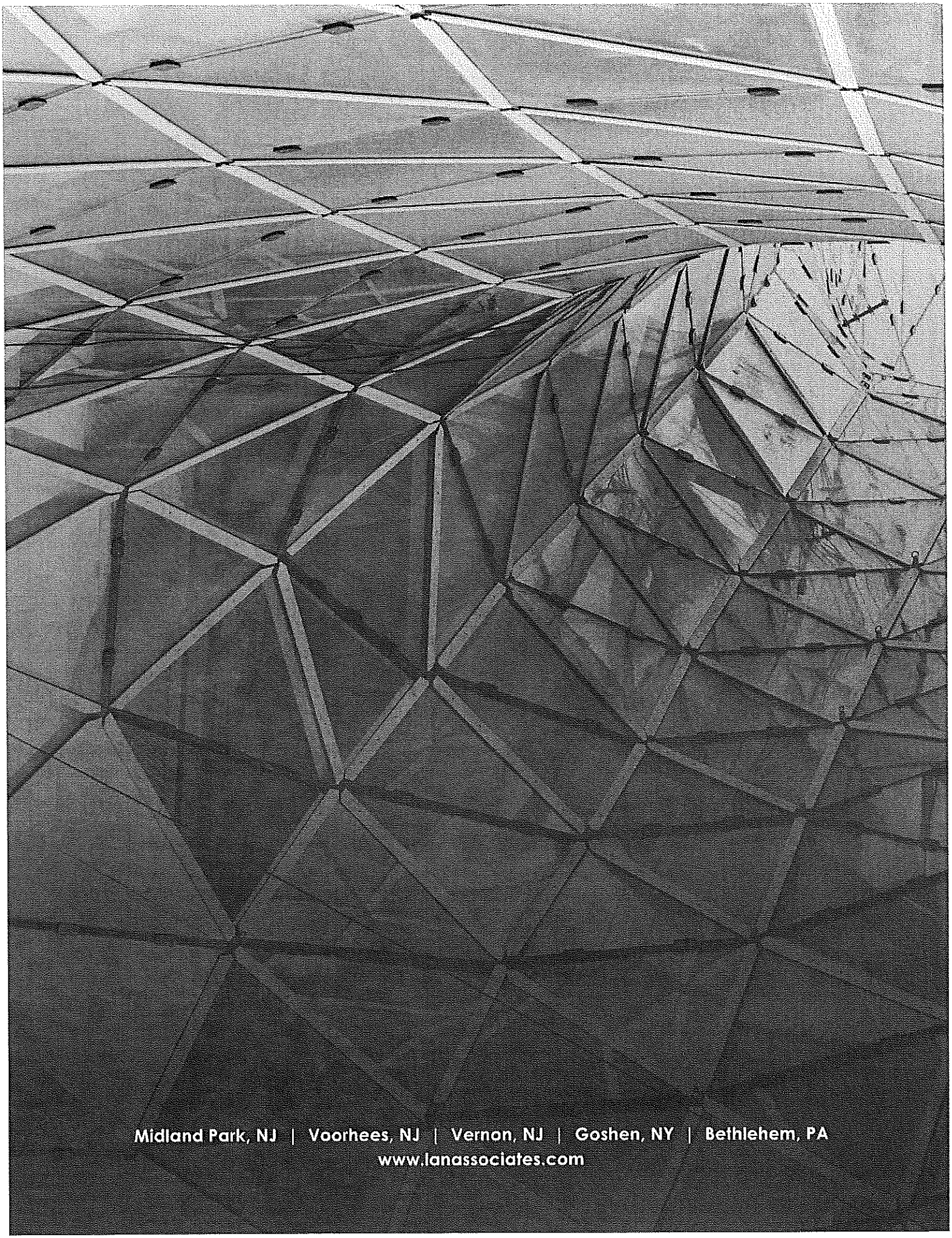
My commission expires: April 28, 2028

Notary Signature:

Kim A. Hauser

Kim A Hauser
NOTARY PUBLIC
State of New Jersey
ID # 2043799
My Commission Expires
April 28, 2028

This Affidavit must be completed by all Proposers and submitted with Proposal.



Midland Park, NJ | Voorhees, NJ | Vernon, NJ | Goshen, NY | Bethlehem, PA

www.lanassociates.com

CITY OF NEWBURGH

Office of the Engineer
83 Broadway, Newburgh, New York 12550
Voice: (845) 569-7446 / Fax: (845) 569-7349
www.cityofnewburgh-ny.gov

Jason C. Morris, P.E.
Commissioner of Public Works & City Engineer
jmorris@cityofnewburgh-ny.gov

Elizabeth Garrison
Administrative Assistant to the City Engineer
egarrison@cityofnewburgh-ny.gov

Chad M. Wade, R.L.A.
Assistant City Engineer
cwade@cityofnewburgh-ny.gov

Dawna Guldan
Sewer Camera Operator
dguldan@cityofnewburgh-ny.gov

Allison Spinelli
Assistant City Engineer
aspinelli@cityofnewburgh-ny.gov

DRAFT

AGREEMENT FOR PROFESSIONAL SERVICES

This design services agreement ("Agreement") is made and entered into this _____ day of _____, 2024, by and between the City of Newburgh, a municipal corporation, with an office address of 83 Broadway, Newburgh, New York 12550 ("City"), and [NAME], with an office address of [ADDRESS, CITY, STATE, ZIP] ("Consultant").

WITNESSETH

WHEREAS, Consultant, in consideration of the terms and conditions herein, agrees to furnish labor, materials, and equipment, and to perform work necessary to complete, in a skillful and professional manner, design services and services related and incidental to the design and construction of [NAME OF PROJECT].

WHEREAS, Consultant shall provide such services as more fully described in this Contract, along with any schedules or exhibits, which are incorporated by reference and made part of this Agreement, as follows:

Schedule A – Request for Proposal (RFP) No. 23.24 for Professional Services related to the Replacement of the West End Firehouse Roofs

Schedule B – Consultant Proposal dated _____.

Et cetera

WHEREAS, the term shall begin upon receipt of a fully-executed Agreement by Consultant from the City, with work elements being started during the term and continuing to completion and acceptance by the City.

WHEREAS, Consultant assumes responsibility for design only, with terms of construction of design elements being made pursuant to a separate agreement.

WHEREAS, the basic services amount to be expended under this Agreement shall not exceed [INSERT CONTRACT VALUE], with payment being made in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, In consideration of the statements and conditions herein, the City does hereby engage Consultant to perform the services related and incidental to the design, and Consultant does hereby agree to perform such services described herein. The City and Consultant agree as follows:

1. DEFINITIONS

The following terms as used in this Agreement are defined as follows:

1.1 Agreement: The Agreement executed by both the City and Consultant.

1.2 Additional Services: A written authorization for additional work beyond that required to be provided by Section 2, Scope of Services.

1.3 Base Design: The design arising out of the provision of the Consultant's basic services that meets project scope and budget.

1.4 Budgeted Direct Construction Cost: The City's budgeted cost to construct the project.

1.5 City: The City of Newburgh.

1.6 Construction Documents: The design drawings, specifications, general conditions, supplementary general conditions, special conditions, addenda, and change orders developed to convey in detail the design, function and construction of the project. These documents will be used as the basis for estimating the cost of the project, securing bids for constructing the project, and directing a contractor in construction of the project.

1.7 Construction Documents Phase: The portion of the work during which the Construction Documents are created.

1.8 Consultant: The individual or design firm represented who is identified on the signature line of the Agreement.

1.9 Contract: Same as Agreement.

1.10 Contract Documents: Any Requests for Proposals, Technical and Cost Proposals, this Agreement, Construction Documents, Bid Proposal Form, Notice to Contractors, bonds, and insurance certificates relative to the project.

1.11 Cost Control Report: Documentation providing cost data for the continuing evaluation of the work. The cost figures shall be a reasonable estimate of expenditures at the end of the reporting period based on current information.

DRAFT

1.12 Final Design Documents: The design drawings, specifications, design analysis, cost estimate, general conditions, supplementary general conditions, and special conditions developed to convey in detail the design, function and construction of the project.

1.13 Final Design Phase: The portion of the work during which the Preliminary Design Documents are created, ninety (90) percent design drawings.

1.14 Major Categories of (the) Work: Key components, systems and sub-assemblies of a project. These categories include, but are not limited to: demolition, site preparation, foundations, exterior enclosure, interiors construction, mechanical, electrical, plumbing systems, built-in casework and equipment, site improvements and landscape. Specific categories and sub-categories are defined within the UniFormat construction component classification system.

1.15 Normal Consulting and Engineering Services: Professional services provided by architect, civil engineer, landscape architect, structural, electrical, and mechanical engineers, design-assist or design-build trade contractors, and cost estimators which are necessary and appropriate to define the project's design and direct the project's construction.

1.16 Preliminary Design (Design Development) Documents: Design drawings, outline specifications and cost estimates developed from the Schematic Design Documents prepared to more comprehensively define the size, character and quality of the project and to further confirm compliance of the design with the project scope and budget.

1.17 Preliminary Design (Design Development) Phase: The portion of the work during which the Preliminary Design Documents are created sixty percent (60) percent design drawings.

1.18 Principal(s): The individual(s) of the Consultant authorized on behalf of the firm to act as signatories to agreements for this project.

1.19 Project Manager: A representative of the City designated to act on behalf of the City with respect to the project.

1.20 Project Construction Budget: The project construction cost allowance specifically stated in writing as the 'revised' or 'current' 'Project Construction Budget' by the City at each applicable phase of plan development.

1.21 Project Construction Cost: The actual amount paid by the City for constructing the project.

1.22 Record Documents: An archive reference edition of the Construction Documents prepared by the Consultant incorporating changes from the original Construction Documents indicated in the As Built Drawings.

DRAFT

1.23 Schematic Design Documents: Drawings, outline specifications, and room summary schedule developed to sufficient detail to convey an initial indication of the design of the project, functional relationships of interior areas, the relationship of the project to the site, other buildings and the campus, the materials to be used in construction, the types of mechanical, electrical and structural systems to be utilized.

1.24 Schematic Design Phase: The portion of the work during which the Schematic Design Documents are created, thirty (30) percent design drawings.

1.25 UniFormat: A construction classification system published by the Construction Specifications Institute (CSI) of Alexandria, VA, or successor, for organizing construction information into a standardized order and sequence to facilitate project budget analysis. UniFormat divides construction work into various categories and subcategories referred to as levels. The higher the level, the more detailed the division of the work becomes.

2. SCOPE OF SERVICES

2.1 Consultant shall render all services and furnish all materials and equipment necessary to provide the City with plans, estimates, and other services and deliverables more specifically described in **Schedule A** in a timely and professional manner.

2.2 Consultant shall ascertain the applicable practices of the City, New York State (including any relevant agencies thereto) and/or the United States of America (including any relevant agencies thereto), as applicable, before beginning any of the work of this Project. All work required under this Contract shall be performed in accordance with these practices, sound design and engineering standards, practices and criteria, and any special requirements as may be described in **Schedule A**.

2.3 Upon receipt of a fully executed Agreement from the City, Consultant shall prepare Schematic Design Documents in accordance with the Project requirements furnished by the City.

2.4 The Schematic Design Documents shall convey an initial indication of the design of the project, functional relationships of relevant areas, the relationship of the project to the site, other buildings, the materials to be used in construction, and the types of mechanical, electrical, and structural systems to be utilized.

2.5 Prior to the start of work, Consultant shall submit for approval by the City the names of any subconsultant firms and key individuals proposed for the project design team. The City shall have the exclusive discretion to accept or reject for cause any subconsultant or individual proposed. If a subconsultant is rejected, the Consultant shall propose an alternate subconsultant acceptable to the City. Nothing in this Agreement shall create any contractual relationship between the City and any subconsultant retained by the Consultant.

DRAFT

2.6 Prior to the start of work, Consultant shall review the document needs and organization, including coordination with the Project Manager. Based on this review, Consultant shall issue a letter to the Project Manager describing measures to be employed by the design team to ensure document coordination on the project.

2.7 Prior to the start of work, Consultant shall propose the number of visits and meetings as required to meet the scope and complete the phase. Project meetings/site visits shall be provided with the Scope of Services and as described in **Schedule A**. Absent specific agreement, no less than the following minimums shall be provided:

2.7.1 One (1) start meeting, which shall include a site visit.

2.7.2 Three (3) project progress review meetings, scheduled at thirty percent (30%) completion of work, sixty percent (60%) completion of work, and ninety percent (90%) completion of work..

2.7.3 One (1) project completion meeting.

2.8 Consultant will commence work no later than ten (10) days after receiving written notice to proceed from the City.

2.9 Physical prints and electronic copies of documents shall be provided upon request by the City at any time, including after project completion, at Consultant's sole cost and expense. Absent specific exclusion no less than the following minimums shall be provided:

2.9.1 One (1) full size print copies of completed work, with size to be determined by the City.

2.9.2 One (1) electronic copy of all plans, and specification in an electronic format acceptable to the City.

2.9.3 One (1) copy of an integrated 3D BIM model (if applicable), DWG, Word, and/or PDF of plans and specifications.

2.10 Consultant shall complete work and services in accordance with the Schematic Design Documents, typically 30% design drawings, and submit such work to the City for approval. Consultant shall keep the City informed as to the progress of the work and document to the City in writing if the Project Design Schedule needs to be revised.

2.11 Consultant shall solicit and obtain written authorization from the City to proceed with any Preliminary Design Phase work, typically 60% design drawings. Upon receipt of written authorization, the Consultant, using the approved Schematic Design Documents, shall prepare the Preliminary Design Documents. The development of the Preliminary Design Documents shall be responsive to the comments received from the City during the Schematic Design Phase.

DRAFT

2.12 Preliminary Design Documents shall continue from the Schematic Design Documents to develop the design of the project in greater detail confirming or adjusting as required all aspects of the Schematic Design Documents to fix and illustrate the size, character, and quality of the project.

2.13 Consultant shall solicit and obtain written authorization from the City to proceed with any Final Design Phase work, typically 90% design drawings. Upon receipt of written authorization, the Consultant, using the approved Preliminary Design Documents, shall prepare the Final Design Documents. The development of the Final Design Documents shall be responsive to the comments received from the City during the PreliminaryDesign Phase.

2.14 Consultant's performance of this Contract within the compensation provided shall be continuously reviewed in good faith by Consultant. Consultant shall notify the City of the results of those reviews in writing by submitting of a Cost Control Report to the Project Manager. Such Cost Control Report shall be submitted to the City monthly or at such alternative interval described in **Schedule A**.

2.15 If Consultant believes that any work the Consultant has been directed to perform is beyond the Scope of Services as outlined in Section 2 and in the Agreement, and constitutes Additional Services, the Consultant shall promptly notify the City, in writing, of its objections prior to the commencement of the objected to work. The City shall review said objections in good faith and, in its sole discretion, decide whether such work is beyond the Scope of Services and in the Agreement generally, and constitutes Additional Services. If the City determines that such work does constitute Additional Services, the City shall provide extra compensation to the Consultant as provided for in Sections 3 and 4, below. In this instance, an amendment to the Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the City.

3. ADDITIONAL SERVICES

3.1 During the project, the City may elect to seek additional work that, in its discretion, is substantially beyond that required to be provided by Section 2 (Scope of Services). Such work shall be considered Additional Services.

3.2 Additional Services require pre-authorization in writing by the parties. When Additional Services are authorized and accepted, they shall be provided by the Consultant and shall be paid for by the City as provided in Section 4 (Compensation).

3.3 The following services are expressly not covered by Section 2 (Scope of Services) of this Agreement and are considered extra services unless otherwise described in **Schedule A**:

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3.3.1 Providing feasibility studies necessary to define the scope for a Schematic Design.

3.3.2 Providing civil surveys, site evaluations, or comparative studies of prospective sites.

3.3.3 Making measured drawings of existing construction, as required for planning renovation work, if adequate record drawings are not available. As a part of the Scope of Services, Consultant shall confirm the accuracy of available information and shall make themselves familiar with the observable site and existing building conditions.

3.3.4 Revising previously approved work, notwithstanding Section 3.4.2.

3.3.5 Providing additional design assessments and remedial documentation for the replacement of work during construction damaged by fire or other causes not the fault of the Consultant.

3.3.6 Providing additional professional services made necessary through no fault of the Consultant, but by the fault of a builder/contractor, or the City in the performance of the construction contract. No extra services will be authorized in connection with change order preparation arising out of Consultant's misinterpretations, errors or omissions.

3.3.7 Providing additional professional services made necessary to affect a material change of the Agreement requested by the City.

3.3.8 Providing special delineations or renderings, other than that required in Section 2 (Scope of Services).

3.4 The following services are expressly covered by Section 2 (Scope of Services), of this Agreement and shall not be considered extra services:

3.4.1 Changes required by Federal, New York State, or local code laws, rules, or regulations, as may be applicable.

3.4.2 Changes resulting from Consultant's errors, omissions, or design deficiencies.

4. COMPENSATION

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

4.2 Compensation for Consultant's Scope of Services shall be as indicated in **Schedule B**.

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4.3 Fee proposals by the Consultant shall be reflective of the actual effort necessary to design and document the condition identified in Section 2 (Scope of Services).

4.4 For Consultant's Additional Services, as described in Section 3 (Additional Services), the compensation to be paid will be identified in a supplemental agreement as applicable.

4.5 Payments under this Agreement shall be made in arrears of work increment(s) completed to the satisfaction of the City and upon submittal of an invoice to the City. If not otherwise specified, payment for services rendered will be processed within thirty (30) days upon presentation of the invoice.

4.6 At the conclusion of work on the project, the Consultant shall submit a final invoice for any remaining amounts due. This invoice shall be prominently identified as 'FINAL INVOICE'.

4.7 Consultant agrees that no charges or claim for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the City may decide, it being understood, however, that the permitting of the Consultant to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein. Nothing in this Section will prevent the Consultant from exercising his rights under Section 2 (Scope of Services) of this contract.

4.8 All subcontractors and subconsultants performing work on this project shall be bound by the same required contract provisions as the Consultant. All agreements between the Consultant and a subcontractor or other subconsultant shall include all standard required contract provisions, and such agreements shall be subject to review by the City.

4.9 Payment to Consultant is subject to the following audit rights of the City:

4.9.1 For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.

4.9.2 For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than $300,000, an audit may be waived by the City.

4.9.3 For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than $300,000, an audit may be waived by the City.

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5. CITY RESPONSIBILITIES

5.1 The City shall make any surveys, reports, or other documents in the City's possession that the parties deem relevant to the project available to the Consultant as required, at City expense. Said documents shall be for reference only, and the City makes no representations as to the quality, propriety, or accuracy of the information contained in said documents.

5.2 To the best of its ability, the City shall provide site information that indicates lines of streets, alleys, pavements, and adjoining property; rights-of-way, restrictions, easements, encroachments, deed restrictions, boundaries; grades and contours of the site; locations, dimensions and data pertaining to known utilities, existing structures, landscaping and trees, and other improvements.

5.3 The City shall provide a geotechnical report, test borings, test pit information, soil bearing values, and other geotechnical assessments appropriate to define sub-surface conditions, if available.

6. CONSULTANT RESPONSIBILITIES

6.1 Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services as determined by the City.

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

6.3 The rights and remedies of the City provided for under this contract are in addition to any other rights and remedies provided by law.

7. OWNERSHIP AND USE OF DOCUMENTS

7.1 Consultant shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years from the date of creation or three (3) years after final payment is remitted by the City, whichever is later. Any authorized representatives of the City, New York State, or Federal Government shall have access to the Records during normal business hours at an office of the Consultant within the State of New York or,

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a mutually agreeable reasonable venue within the State, for the term specified above for inspection, auditing, and copying.

7.2 All technical data related to this Agreement that exists in the offices of the City or in the offices of the Consultant shall be made available to the other party to this Agreement upon written request and without expense to such other party.

7.3 Consultant agrees that designs, drawings, specifications, electronic equivalents and other technical data produced in the performance of this Agreement, whether in draft or final form, shall become the property of the City. The City shall have access, during regular business hours, to inspect and obtain copies of notes, designs, drawings, specifications, electronic files, calculations, and other technical data pertaining to the work performed under this Agreement.

7.4 The City reserves the right to use documents prepared under this Agreement regardless of whether the Agreement is terminated or the project is suspended or abandoned. This right allows the City to use these documents in the future for the same project, a modified version of it, or for one that is similar.

7.5 At the time of completion of the work, the Consultant shall make available to the City all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the City. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the City all the aforementioned data and material. All original tracings of maps and other engineering data furnished to the City by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates, and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the City.

7.6 Consultant agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. However, the Consultant agrees to, and does hereby grant, to the City, the State of New York, and the Federal Government, a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world, all in accordance with the provisions of 48 CFR 1-27.

8. TERMINATION

8.1 The City may terminate this Agreement or suspend or abandon the project upon fourteen (14) days written notice to the Consultant. Consultant may terminate this Agreement only if the City substantially fails to perform in accordance with Section 5 (City Responsibilities) of this Agreement. Prior to Consultant terminating this Agreement, a Notice of Termination must be given in writing and in accordance with the notice provision is Section 10 (Miscellaneous Provisions), below, to the City that

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allows the City fourteen (14) days to correct any default. If the default is corrected/cured, Consultant may not terminate this Agreement.

8.2 In the event the City terminates this Agreement, suspends the project for more than 180 days, abandons the project or the Consultant terminates this Agreement in accordance with Section 8.1, the City shall pay to the Consultant full payment for services performed and expenses incurred under this Agreement as follows:

8.2.1 The sum due under Section 4 (Compensation) as shall have become payable because of progress in the work plus a pro-rata portion of the next succeeding and uncompleted step, if any, for services actually rendered by Consultant, plus any pro-rata sums due to Consultant for Additional Services.

8.2.2 In ascertaining the services actually rendered up to the date of termination of this Agreement, suspension or abandonment of the project, consideration will be given to completed work and work in process including incomplete drawings and other documents whether delivered to the City or in the possession of the Consultant.

8.3 The City may immediately cancel this Agreement on notice to Consultant if the City receives information that any work under this Agreement conflicts with the provisions of any applicable law establishing a Code of Ethics for Federal, State or City officers and employees.

9. INSURANCE AND RISK MANAGEMENT

9.1 The parties agree that Consultant, its agents, officers, and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the City.

9.2 Consultant agrees to hold harmless, defend, and indemnify the City, and the officers, agents, and employees of the City from all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the Consultant, its officers, agents, and employees, in the performance of this Agreement. This provision shall survive the expiration or termination of this Agreement.

9.3 Consultant shall not commence work until the City has received evidence of the insurance required in this section and approved the same.

9.4 Consultant shall obtain the following policies and coverages. The insurance furnished by the Consultant under this section shall provide coverage in amounts not less than the following unless a different amount is stated herein:

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9.4.1 Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, shall cover work done or to be done by or on behalf of the Consultant and shall provide insurance coverage for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work.

The minimum liability limits shall be as follows:

$3,000,000	General Aggregate
$1,000,000	Each Claim - combined single limit for bodily injury and property damage.

9.4.2 Business Automobile Liability Insurance, on an occurrence basis, shall cover owned, scheduled, hired, and non-owned automobiles used by or on behalf of the Consultant and shall provide insurance coverage for bodily injury, property damage, and contractual liability.

The minimum liability limits shall be as follows:

$1,000,000	Each Accident - combined single limit for bodily injury and property damage.

9.4.3 Workers' Compensation Insurance, shall include Employer Liability limits of $1,000,000 and other limits required under New York law. Proof of the coverage shall be provided on Form C-105.2, GSI-105.2, SI-12 or U-26.3.

9.4.4 Disability Benefits shall be will provided throughout the duration of the contract for the employees required to be covered. Proof of such coverage shall be provided on Form D-120.1, DB-820/829 or DB-155.

9.4.5 Professional Liability Insurance (a/k/a Errors and Omissions insurance) on an occurrence basis, shall cover work done or to be done by or on behalf of the Consultant and provide insurance for professional liability in the amount of $1,000,000 each occurrence. At a minimum Consultant shall obtain and maintain professional liability insurance on a claims-made basis for no less than $1,000,000 each claim and $2,000,000 annual aggregate, and certification of coverage shall be submitted to the City upon signing of this Agreement. If the total contract amount exceeds $1,000,000, the Consultant shall renew and keep such insurance in effect for at least ten (10) years after the recordation of the notice of completion.

9.4.6 Insurers shall be authorized in the State of New York to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or carrier acceptable to the City.

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9.4.7 Consultant shall submit to the City certificates of insurance and endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage.

9.4.8 The scope of coverage and deductible shall be shown on the certificate of insurance.

9.4.9 The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the City, and without ten (10) days' notice for non-payment of premium.

9.4.10 Renewal certifications shall be timely filed by the Consultant for coverage until the work is accepted as complete.

9.4.11 Consultant shall notify the City in writing of any material change in insurance coverage.

9.4.12 Insurance policies shall contain, or be endorsed to contain, the following provisions and/or endorsements:

9.4.12.1 For the general and automobile liability policies, the City of Newburgh, its officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.

9.4.12.2 For claims related to the work, Consultant's insurance coverage shall be primary insurance as respects the City of Newburgh, their officers, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the City, their officers, employees, representatives, volunteers, and agents shall be in excess of the Consultant's insurance and shall not contribute with it.

9.4.12.3 Each insurance policy required by this section shall state that coverage shall not be canceled, except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City, ten (10) days' notice for non-payment of premium.

9.4.12.4 The City, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

9.4.13 Any deductible under any policy of insurance required in this section shall be the Consultant's liability.

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9.4.14 Acceptance of certificates of insurance by the City shall not limit the Consultant's liability under the Agreement.

9.4.15 If the City is damaged by the failure of Consultant to provide or maintain the required insurance, the Consultant shall pay the City for such damages.

9.4.16 Consultant's obligations to obtain and maintain required insurance are non-delegable duties under this Agreement.

10. MISCELLANEOUS

10.1 Consultant, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the City by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

10.2 Consultant agrees to comply with all applicable Federal, State and City Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with 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, Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, Consultant agrees that neither it nor its sub-consultants shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any 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 Agreement.

10.3 Consultant certifies compliance with providing a drug-free workplace.

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

10.5 Consultant warrants that no officer or employee of the City of Newburgh has received, or shall receive, compensation from the Consultant or subconsultants for work

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performed in the execution of this Agreement, or for any architectural or engineering services, public or private, performed for the Consultant or its subconsultants.

10.6 This Agreement shall be binding on, and inure to the benefit of, the successors and permitted assigns of the parties.

10.7 Consultant may not assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or its power to execute such Agreement, to any other person, company or corporation, without written consent of the City. If this provision is violated, the City may revoke and annul the Agreement and the City shall be relieved from all liability and obligations thereunder to the person, company or corporation to whom the Consultant shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the City.

10.8 Notice for either party may be served by delivering it in writing via any form of United States Postal Service that contains a tracking number, or by Federal Express, or by United Parcel Service, to the respective party and address as shown on the Agreement page.

10.8.1 Notice served upon the City shall be delivered to:

City of Newburgh
attn.: City Engineer
83 Broadway
Newburgh, New York 12550

10.8.2 Notice served upon Consultant shall be delivered to:

[NAME OF CONSULTANT]
attn.: [NAME OF PERSON]
[ADDRESS]
[CITY/STATE/ZIP]

10.9 In the event of any claims made or any actions brought against the City in connection with the Agreement, Consultant agrees to provide all information and assistance in the City's opinion that is reasonably necessary to defend such Claim.

10.10 The State courts located in New York State, County of Orange, shall have exclusive jurisdiction to adjudicate any disputes arising out of or relating to, this Agreement. Each party hereto consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of the forum for any reason. Arbitration shall not be used to resolve any claims, controversies, or disputes between the parties.

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10.11 This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws principles that may apply.

10.12 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Any changes to this Agreement may be amended by mutual consent of the parties hereto in writing.

10.13 This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

10.14 In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

11. CERTIFICATION FOR FEDERAL-AID CONTRACTS (IF APPLICABLE)

11.1 Should this Agreement, or any portion thereof, be funded with federal aid, Consultant certifies, by signing this Agreement, to the best of its knowledge and belief, that:

11.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

11.1.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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 undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

11.1.3 The signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):

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11.1.3.1 Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

11.1.3.2 Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

11.1.3.3 Does not have a proposed debarment pending; and

11.1.3.4 Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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[Signature and Acknowledgment Pages to Follow]

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SIGNATURE PAGE
AGREEMENT FOR PROFESSIONAL SERVICES

City of Newburgh with _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

DATED: _____, 2024

CITY OF NEWBURGH

By: _____
Per Resolution ____-2024
Name: Todd Venning
Title: City Manager & CEO

DATED: _____, 2024

CITY OF NEWBURGH
☐ Approved as to Form
☐ Approved as to Substance

By: _____
Name: Michelle Kelson
Title: Corporation Counsel

DATED: _____, 2024

CITY OF NEWBURGH
☐ Approved as to Form
☐ Approved as to Substance

By: _____
Name: Janice Gaston
Title: Comptroller

DATED: _____, 2024

_____

By: _____
Name: _____
Title: _____

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ACKNOWLEDGMENT PAGE
AGREEMENT FOR PROFESSIONAL SERVICES

City of Newburgh with _____

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

On the ____ day of _____, in the year 20____, before me personally appeared **Todd Venning**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

STATE OF _____)
) ss.:
COUNTY OF _____)

On the _____ day of _____, in the year 20____, before me personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

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[Schedules to Follow]

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RESOLUTION NO.: ___235___ - 2024

OF

NOVEMBER 12, 2024

RESOLUTION AMENDING RESOLUTION NO: 239-2023, THE 2024 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSFER $827,000.00 FROM SEWER FUND BALANCE TO SEWER FUND CONSTRUCTION AND MAJOR ALTERATIONS FOR THE JOHNSTON STREET EMERGENCY SEWER RECONSTRUCTION

WHEREAS, an amendment to the 2024 Budget is necessary to fund the cost of the Johnston Street Emergency Sewer Reconstruction; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 239-2023, the 2024 Budget of the City of Newburgh, is hereby amended as follows:

		Decrease	Increase
G.0000.0599.1000	Sewer Fund Balance	$827,000.00	
G.8120.0208.0000	Sewer Fund Construction And Major Alterations		$827,000.00
TOTAL:		$827,000.00	$827,000.00

RESOLUTION NO.: 236 - 2024

OF

NOVEMBER 12, 2024

A RESOLUTION DECLARING TELECOMMUNICATIONS EQUIPMENT AS SURPLUS AND AUTHORIZING DISPOSITION TO PACE BUTLER CORPORATION PURSUANT TO THE CITY OF NEWBURGH'S SURPLUS PROPERTY DISPOSITION POLICY AND PROCEDURE

WHEREAS, the City of Newburgh IT Department has reported that it is in possession of numerous telephones and other telecommunications and electronic devices that are of no use by the City of Newburgh; and

WHEREAS, the IT Department has requested that the computer equipment be designated as surplus and sold to Pace Butler Corporation, which purchases used cell phones and other electronic devices; and

WHEREAS, the City Council has determined that declaring the telecommunications equipment as surplus and authorizing disposition to Pace Butler Corporation is consistent with the City's Surplus Property Disposition Policy and in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the telecommunications equipment identified on the purchase order attached hereto and made part hereof are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus telecommunications equipment to Pace Butler Corporation in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.

#236-24

Pace butler

This money was for selling old damaged phones that were in the storage.

Purchase Order

PaceButler Corporation
5915 NW 23rd St.
Oklahoma City, OK 73127
(405) 755-3131

P.O. Number: 1115187
Order Date: 8/9/2024

Vendor Number: 20-0194761

Vendor:
Newburgh Street Dept
Nicaurys Rodriguez
123 Grand Street
2nd Floor
Newburgh, NY 12550-3247
Confirm To:

Ship To:
PaceButler Corporation
5915 NW 23rd St
Oklahoma City, OK 73127

Required Date	Ship VIA	F.O.B.	Terms
8/9/2024			Due on Receipt of Invoice

Item Code	Unit	Ordered	Received	Backordered	Unit Cost	Amount
IPAD 2 16 VER	EACH	1	1	0	0.00	0.00
No longer purchased			Whse: 020			
DEFECTIVE	EACH	1	1	0	0.00	0.00
VK700: LCD-Damaged			Whse: 020			
RECYCLED	EACH	1	1	0	0.00	0.00
			Whse: 020			
RECYCLED	EACH	1	1	0	0.00	0.00
SMG715U: LCD-Damaged			Whse: 020			
RECYCLED	EACH	1	1	0	0.00	0.00
SMG950V: Software-won't boot			Whse: 020			
SMA102U-R	EACH	1	1	0	0.00	0.00
SMA102U: LCD-Screen Burn			Whse: 020			
SMG715U-R	EACH	2	2	0	0.00	0.00
SMG715U: Housing-Scratched			Whse: 020			
SMG900V	EACH	1	1	0	0.00	0.00
No longer purchased			Whse: 020			
SMG930V-R	EACH	1	1	0	0.00	0.00
SMG930V: Housing Damaged			Whse: 020			
SMG930V-R	EACH	1	1	0	0.00	0.00
SMG930V: LCD-Screen Burn			Whse: 020			
SMG950V-R	EACH	1	1	0	2.00	2.00
SMG950V: LCD-Damaged			Whse: 020			
SMG950V-R	EACH	1	1	0	2.00	2.00
SMG950V: Swollen Battery			Whse: 020			
SMG960V-R	EACH	1	1	0	5.00	5.00
SMG960V: Swollen Battery			Whse: 020			
SMG998V-R	EACH	1	1	0	35.00	35.00
SMG998V: LCD-Damaged			Whse: 020			
SMT567V-R	EACH	1	1	0	0.00	0.00
SMT567V: LCD-Screen Burn			Whse: 020			
SMT567V-R	EACH	2	2	0	0.00	0.00
SMT567V: Locked-Google			Whse: 020			

Net Order:	44.00
Sales Tax:	0.00
Freight:	0.00
Order Total:	44.00

Purchase Order

PaceButler Corporation
5915 NW 23rd St.
Oklahoma City, OK 73127
(405) 755-3131

P.O. Number: 1115188
Order Date: 8/9/2024

Vendor Number: 20-0194761

Vendor:
Newburgh Street Dept
Nicaurys Rodriguez
123 Grand Street
2nd Floor
Newburgh, NY 12550-3247
Confirm To:

Ship To:
PaceButler Corporation
5915 NW 23rd St
Oklahoma City, OK 73127

Required Date	Ship VIA	F.O.B.	Terms
8/9/2024			Due on Receipt of Invoice

Item Code	Unit	Ordered	Received	Backordered	Unit Cost	Amount
IPAD 2 16 VER	EACH	5	5	0	0.00	0.00
No longer purchased			Whse: 020			
IPAD4 16 VER-R	EACH	1	1	0	0.00	0.00
IPAD4 16 VER: Locked-iCloud			Whse: 020			
RECYCLED	EACH	1	1	0	0.00	0.00
IPAD 2 16 VER: Unable to Erase			Whse: 020			
RECYCLED	EACH	1	1	0	0.00	0.00
TABLET: Broken Glass			Whse: 020			
SMT567V	EACH	1	1	0	0.00	0.00
No longer purchased			Whse: 020			
SMT567V-R	EACH	2	2	0	0.00	0.00
SMT567V: Locked-Google			Whse: 020			

Net Order:	0.00
Sales Tax:	0.00
Freight:	0.00
Order Total:	0.00

PaceButler corporation

Thank you!

We appreciate your business and want to thank you for sending your used cell phones to PaceButler Corporation.

We strive to get you the maximum return for your phones. Please keep in mind, phones that are broken or too old have no value, but as a service, we do recycle the phones in accordance to EPA standards. This will keep the phones, and the harmful materials they contain, out of our landfills.

Your phones can help a great cause!

The PaceButler Corp has given away over 2,490,150 books. For more information please visit our website www.pacebutler.com. This creates a win/win situation by putting your unused phones to good use.

Enclosed are additional prepaid shipping labels. Please use this label if you have more cell phones you would like to send. Also, if any of your friends, family, or co-workers has cell phones, they can use the labels to send in their phones free of charge.

PaceButler's goal is to make it simple, fast, and rewarding to sell used cell phones. For more information about our company or the services we offer, please visit our website at www.PaceButler.com.

Thank you,

Tom Pace

Tom Pace, CEO

PaceButler Corporation · 5915 NW 23rd St · Oklahoma City · Oklahoma 73127 · (405)755-3131

Buyers of Used Cell Phones

PaceButler corporation

PAYMENT INFORMATION SHEET:

Please complete your information below and put this sheet inside the box with your cell phones to ensure proper payment. You can use the FedEx label or the USPS label attached to this sheet. You can also request a prepaid FedEx shipping label at pacebutler.com All devices will be tested to determine final value based on condition. Payment will be issued by check and include an itemized invoice.

By using a PaceButler Corporation shipping label, you accept and agree to our terms of service for processing devices received by PaceButler Corporation. Current pricing is based on AT&T, Verizon, Sprint, T-Mobile and US Cellular carriers. Other carriers may have reduced pricing. Devices must be fully functional (as intended by manufacturer) with intact screens and housing. Some damaged models may still qualify for payment. Devices that do not qualify for payment will be recycled and not returned.

Check Payable to: _____

Organization: _____
(optional)

Contact Person: _____

Mailing Address: _____

City, State, ZIP: _____

Phone Number: _____ Email Address: _____

DATA ERASE NEEDED [__] Yes [__] No

RECORD IMEIs [__] Yes [__] No

It's easy. Here is all you need to do:

Step 1 - Gather your cell phones, tablets and MIFI's

Step 2 - Use the enclosed USPS label or request a prepaid FedEx label

Step 3 - Check issued within days of receipt of phones

Cut on the line and affix to the outside of your package.

_____

_____

_____

_____

POSTAGE DUE COMPUTED BY ACCEPTANCE POST OFFICE

POSTAGE DUE: _____
PARCEL POST

NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

CUT ALONG DOTTED LINE

PACEBUTLER CORPORATION

MERCHANDISE RETURN LABEL
PERMIT NO. 131 OKLAHOMA CITY, OK 73125
CELLPHONE BUYBACK PO BOX 269050

POSTAGE DUE UNIT
US POST SERVICE
4025 W RENO AVE
OKLAHOMA CITY, OK 73125-9998

5915 NW 23rd St • Oklahoma City, OK 73127 • (405) 755-3131 Fax (405) 755-1114 • www.pacebutler.com

8/13/2024

PaceButler Corporation

Purchase Price List

405-755-3131 x750
pacebutler.com

Apple	
Iphone 15	
IP 15PM 1T A	$610.00
IP 15PM 1T T	$610.00
IP 15PM 1T V	$610.00
IP 15PM 256A	$610.00
IP 15PM 256T	$610.00
IP 15PM 256V	$610.00
IP 15PM 512A	$610.00
IP 15PM 512T	$610.00
IP 15PM 512V	$610.00
Iphone 15 Pro	
IP 15PRO 128A	$530.00
IP 15PRO 128T	$530.00
IP 15PRO 128V	$530.00
IP 15PRO 1TA	$530.00
IP 15PRO 1TT	$530.00
IP 15PRO 1TV	$530.00
IP 15PRO 256A	$530.00
IP 15PRO 256T	$530.00
IP 15PRO 256V	$530.00
IP 15PRO 512A	$530.00
IP 15PRO 512T	$530.00
IP 15PRO 512V	$530.00
Iphone 15 Plus	
IP 15+128A	$500.00
IP 15+128T	$500.00
IP 15+128V	$500.00
IP 15+256A	$500.00
IP 15+256T	$500.00
IP 15+256V	$500.00
IP 15+512A	$500.00
IP 15+512T	$500.00
IP 15+512V	$500.00
Iphone 15	
IP 15 128A	$410.00
IP 15 128T	$410.00
IP 15 128V	$410.00
IP 15 256A	$410.00
IP 15 256T	$410.00
IP 15 256V	$410.00
IP 15 512A	$410.00
IP 15 512T	$410.00
IP 15 512V	$410.00
Iphone 14 Pro Max	
IP 14PM 128V	$560.00
IP 14PM 1TV	$560.00
IP 14PM 256T	$560.00
IP 14PM 128A	$560.00
IP 14PM 512T	$560.00
IP 14PM 256A	$560.00
IP 14PM 256V	$560.00
IP 14PM 1TA	$560.00
IP 14PM 128T	$560.00
Iphone 14 Pro	
IP 14PRO 128A	$500.00
IP 14PRO 512A	$500.00
IP 14PRO 256V	$500.00
IP 14PRO 256T	$500.00
IP 14PRO 128T	$500.00
Iphone 14+	
IP 14+128 ATT	$400.00
IP 14+128 VER	$400.00
IP 14+ 256 VER	$400.00
IP 14+ 128 TMO	$400.00
Iphone 14	
IP 14 128ATT	$380.00
IP 14 256VERZ	$380.00
IP 14 128VERZ	$380.00
IP 14 128TMO	$380.00
IP 14 256TMOB	$380.00
IP 14 512ATT	$380.00
Iphone 13 Pro Max	
IP 13PM 128V	$430.00
IP 13PM 256V	$430.00
IP 13PM 128A	$430.00
IP 13PM 256T	$430.00
IP 13PM 1T A	$430.00
IP 13PM 256A	$430.00
Iphone 13 Pro	
IP 13PRO 128V	$380.00
IP 13PRO 128A	$380.00
IP 13PRO 256V	$380.00
IP 13PRO 1T S	$380.00
IP 13PRO 512A	$380.00
Iphone 13	
IP 13 128VERZ	$200.00
IP 13 512VERZ	$200.00
IP 13 512ATT	$200.00

Apple	
Iphone 13	
IP 13 256VERZ	$200.00
IP 13 128ATT	$200.00
IP 13 128TMOB	$200.00
IP 13 512TMOB	$200.00
IP 13 256TMOB	$200.00
Iphone 13 Mini	
IP 13M 128A	$220.00
IP 13M 128V	$220.00
IP 13M 256V	$220.00
IP 13M 128T	$220.00
IP 13M 256A	$220.00
Iphone 12 Pro Max	
IP 12PM 512A	$280.00
IP 12PM 512T	$280.00
IP 12PM 512T	$280.00
IP 12PM 512V	$280.00
IP 12PM 256A	$280.00
IP 12PM 256T	$280.00
IP 12PM 256V	$280.00
Iphone 12 Pro Max	
IP 12PM 128A	$280.00
IP 12PM 128T	$280.00
IP 12PM 128V	$280.00
IP 12PM 128S	$280.00
Iphone 12 Pro	
IP 12PRO 512V	$210.00
IP 12PRO 512T	$210.00
IP 12PRO 512A	$210.00
IP 12PRO 256T	$210.00
IP 12PRO 128A	$210.00
IP 12PRO 256V	$210.00
IP 12PRO 128V	$210.00
IP 12PRO 256S	$210.00
IP 12PRO 128T	$210.00
Iphone 12	
IP 12 256ATT	$140.00
IP 12 256TMOB	$140.00
IP 12 256VERZ	$140.00
IP 12 128ATT	$140.00
IP 12 128VERZ	$140.00
IP 12 64ATT	$140.00
IP 12 64VERZ	$140.00
IP 12 128SPRT	$140.00
IP 12 128TMOB	$140.00
IP 12 64SPRT	$140.00
IP 12 64TMOB	$140.00
Iphone 12 Mini	
IP 12M 256A	$95.00
IP 12M 256T	$95.00
IP 12M 256V	$95.00
IP 12M 128A	$95.00
IP 12M 128T	$95.00
IP 12M 128V	$95.00
IP 12M 64A	$95.00
IP 12M 64P	$95.00
IP 12M 64T	$95.00
IP 12M 128S	$95.00
Iphone 11 Pro Max	
IP 11PM 512A	$180.00
IP 11PM 512T	$180.00
IP 11PM 512V	$180.00
IP 11PM 256A	$180.00
IP 11PM 64A	$180.00
IP 11PM 256T	$180.00
IP 11PM 256V	$180.00
IP 11PM 64T	$180.00
IP 11PM 64V	$180.00
IP 11PM 256S	$180.00
IP 11PM 512P	$180.00
Iphone 11 Pro	
IP 11PRO 256T	$170.00
IP 11PRO 512A	$170.00
IP 11PRO 512V	$170.00
IP 11PRO 256A	$170.00
IP 11PRO 256V	$170.00
IP 11PRO 64 A	$170.00
IP 11PRO 64 V	$170.00
IP 11PRO 512T	$170.00
IP 11PRO 64 T	$170.00
IP 11PRO 512S	$170.00
IP 11PRO 256S	$170.00
IP 11PRO 64 S	$170.00
Iphone 11	
IP 11 256ATT	$115.00
IP 11 256VERZ	$115.00
IP 11 128ATT	$115.00
IP 11 128VERZ	$115.00

Apple	
Iphone 11	
IP 11 64 ATT	$115.00
IP 11 64 VERZ	$115.00
IP 11 256SPRT	$110.00
IP 11 256TMOB	$110.00
IP 11 128SPRT	$110.00
IP 11 128TMOB	$110.00
IP 11 64 SPRT	$110.00
IP 11 64 TMOB	$110.00
Iphone XS Max	
IP XSM 512ATT	$95.00
IP XSM 512VER	$95.00
IP XSM 256ATT	$95.00
IP XSM 256VER	$95.00
IP XSM 64 VER	$95.00
IP XSM 64 ATT	$95.00
IP XSM 256SPR	$95.00
IP XSM 256TMO	$95.00
IP XSM 64SPRT	$95.00
IP XSM 64TMO	$95.00
IP XSM 512SPR	$95.00
Iphone XS	
IP XS 512 VER	$70.00
IP XS 512ATT	$70.00
IP XS 64 ATT	$70.00
IP XS 64 VERZ	$70.00
IP XS 256 ATT	$70.00
IP XS 256 VER	$70.00
IP XS 64 SPRT	$70.00
IP XS 64 TMOB	$70.00
IP XS 256 TMO	$70.00
IP XS 256 SPR	$70.00
Iphone XR	
IP XR 256 ATT	$70.00
IP XR256 VERZ	$70.00
IP XR 64 ATT	$70.00
IP XR 64 VERZ	$70.00
IP XR 128 ATT	$70.00
IP XR 128 VER	$70.00
IP XR256 SPRT	$70.00
IP XR256 TMOB	$70.00
IP XR 128 SPR	$70.00
IP XR 128 TMO	$70.00
IP XR 64 SPRT	$70.00
IP XR 64 TMOB	$70.00
Iphone X	
IP X 256 VERZ	$70.00
IP X 256 ATT	$70.00
IP X 64 ATT	$70.00
IP X 64 VERZ	$70.00
IP X 256 SPRT	$70.00
IP X 64 SPRT	$70.00
IP X 64 TMOB	$70.00
IP X 256 TMOB	$70.00
Iphone 8+	
IP 8+256 VERZ	$40.00
IP 8+64 ATT	$40.00
IP 8+128 VERZ	$40.00
IP 8+64 TMOB	$40.00
IP 8+128 ATT	$40.00
IP 8+64 VERZ	$40.00
IP 8+256 ATT	$40.00
IP 8+64 SPRT	$40.00
IP 8+256 TMOB	$40.00
IP 8+256 SPRT	$40.00
IP 8+128 SPRT	$40.00
IP 8+128 TMOB	$40.00
Iphone 8	
IP 8 64 VERZ	$20.00
IP 8 64 ATT	$20.00
IP 8 256 ATT	$20.00
IP 8 256 VERZ	$20.00
IP 8 128 VERZ	$20.00
IP 8 128 ATT	$20.00
IP 8 64 SPRT	$20.00
IP 8 128 TMOB	$20.00
IP 8 128 SPRT	$20.00
IP 8 256 TMOB	$20.00
IP 8 256 SPRT	$20.00
IP 8 64 TMOB	$20.00
Iphone 7+	
IP 7+128 ATT	$20.00
IP 7+128 VERZ	$20.00
IP 7+256 ATT	$20.00
IP 7+256 VERZ	$20.00
IP 7+32 ATT	$20.00
IP 7+32 VERZ	$20.00

Apple	
Iphone 7	
IP 7 32 VERZ	$12.00
IP 7 256 ATT	$12.00
IP 7 128 ATT	$12.00
IP 7 128 VERZ	$12.00
IP 7 256 VERZ	$12.00
IP 7 32 ATT	$12.00
Iphone SE3	
IP SE3 128VER	$60.00
IP SE3 128ATT	$60.00
IP SE3 64 ATT	$60.00
IP SE3 256VER	$60.00
IP SE3 64 VER	$60.00
IP SE3 64 SPR	$60.00
IP SE3 256ATT	$60.00
IP SE3 256TMO	$60.00
Iphone SE2	
IP SE2 128VER	$30.00
IP SE2 256ATT	$30.00
IP SE2 128ATT	$30.00
IP SE2 128VER	$30.00
IP SE2 256VER	$30.00
IP SE2 64 ATT	$30.00
IP SE2 64 VER	$30.00
IP SE2 256SPR	$30.00
IP SE2 256TMO	$30.00
IP SE2 128SPR	$30.00
IP SE2 64 SPR	$30.00
IP SE2 128TMO	$30.00
IP SE2 64 TMO	$30.00
Iphone 6s+	
IP 6S+32 ATT	$10.00
IP 6S+32 VER	$10.00
IP 6S+128 ATT	$10.00
IP 6S+128 VER	$10.00
IP 6S+16 ATT	$10.00
IP 6S+16 VER	$10.00
IP 6S+64 ATT	$10.00
IP 6S+64 VER	$10.00
Apple IPads	
PRO6 12.9 256	$450.00
PRO6 12.9 128	$450.00
PRO5 12.9 256	$350.00
PRO4 12.9 1TB	$300.00
IPAD 10 64	$200.00
PRO4 11 512	$250.00
PRO4 11 1TB	$250.00
PRO3 12.9 512	$200.00
PRO3 12.9 1TB	$200.00
PRO2 10.5 512	$175.00
PRO3 11 512	$150.00
PRO3 11 1T	$150.00
PRO2 12.9 512	$150.00
PRO2 12.9 256	$150.00
PRO2 11 512	$150.00
PRO2 11 256	$150.00
IP AIR 4 64	$150.00
PRO 11 512	$130.00
PRO 11 1TB	$130.00
PRO2 10.5 256	$125.00
IPAD 9 64	$125.00
PRO 12.9 256	$100.00
PRO 12.9 128	$100.00
IPAD 8 32	$50.00
IPAD 8 128	$80.00
IP AIR 3 64	$75.00
IP AIR 3 256	$75.00
PRO 10.5 512	$70.00
PRO 10.5 256	$70.00
PRO 9.7 256	$45.00
PRO 9.7 128	$45.00
IPAD 7 32	$40.00
IPAD 7 128	$40.00
IPAD 6 32	$20.00
IPAD 6 128	$20.00
IPAD 5 32	$20.00
Iphone 6s	
IP 6S 128 VER	$3.00
IP 6S 128 ATT	$3.00
IP 6S 64 ATT	$3.00
IP 6S 64 VER	$3.00
IP 6S 32 ATT	$3.00
IP 6S 16 ATT	$3.00
IP 6S 128 TMO	$3.00
Samsung	
Galaxy Z4 Ultra	
SM8926U	$650.00
Galaxy Z4 Plus	
SM8926U	$485.00

Samsung	
Galaxy S24	
SMS921U	$250.00
Galaxy S23 Ultra	
SMS918U	$390.00
Galaxy S23+	
SMS916U	$310.00
Galaxy S23	
SMS911U	$160.00
Galaxy S22 Ultra	
SMS908U	$280.00
Galaxy S22	
SMS901U	$125.00
Galaxy S21 Plus 5G	
SMG996T	$130.00
SMG996A	$120.00
SMG996V	$130.00
Galaxy Note 20 Ultra 5G	
SMN986T	$190.00
SMN986A	$190.00
SMN986V	$190.00
Galaxy S21 Ultra	
SMG998V	$195.00
SMG998A	$195.00
SMG998T	$195.00
SMG998P	$160.00
Galaxy S21 5G	
SMG991A	$85.00
SMG991V	$85.00
SMG991T	$85.00
Galaxy S21 FE	
SMG990U	$50.00
Galaxy S20 FE 5G	
SMG781U	$40.00
Galaxy S20 Ultra 5G	
SMG988A	$110.00
SMG988T	$110.00
SMG988P	$110.00
SMG988S	$110.00
SMG988V	$110.00
Galaxy S20 Plus 5G	
SMG986S	$100.00
SMG986A	$100.00
SMG986V	$100.00
SMG986T	$90.00
Galaxy S20	
SMG981A	$65.00
SMG981V	$70.00
SMG981P	$70.00
Galaxy S10s	
SMG970A	$20.00
SMG970T	$20.00
SMG970V	$20.00
SMG970P	$20.00
Galaxy S10	
SMG973A	$40.00
SMG973V	$40.00
SMG973P	$40.00
SMG973T	$40.00
Galaxy S9+	
SMG965A	$30.00
SMG965V	$30.00
SMG965P	$30.00
SMG965R4	$30.00
Galaxy S9	
SMG960A	$25.00
SMG960V	$25.00
SMG960P	$25.00
SMG960T	$25.00
Galaxy S8+	
SMG955A	$17.00
SMG955V	$17.00
SMG955T	$17.00
SMG955P	$17.00
SMG955R4	$17.00
Galaxy S8	
SMG950A	$15.00
SMG950V	$15.00
SMG950P	$15.00
SMG950R4	$15.00
SMG950T	$15.00
Galaxy S8 Active	
SMG892A	$7.00
SMG892T	$7.00
Galaxy A71 5G	
SMA716U	$30.00
Galaxy A54 5G	
SMA546U	$45.00
Galaxy A53	
SMA536U	$35.00

Samsung	
Galaxy A32 5G	
SMA326U	$33.00
Galaxy A51 5G	
SMA516U	$25.00
Galaxy A51	
SMA515U	$10.00
Galaxy A5G	
SMA505U	$10.00
Galaxy A42 5G	
SMA426U	$20.00
Galaxy A32 5G	
SMA326U	$10.00
Galaxy S10e	
SMG970A	$20.00
SMG970T	$20.00
SMG970V	$20.00
SMG970P	$20.00
Galaxy S10	
SMG973A	$40.00
SMG973V	$40.00
SMG973P	$40.00
SMG973T	$40.00
Galaxy S9+	
SMG965A	$30.00
SMG965V	$30.00
SMG965T	$30.00
SMG965P	$30.00
Galaxy S9	
SMG960A	$30.00
SMG960V	$30.00
SMG960T	$30.00
SMG960P	$30.00
Galaxy Note 8	
SMN950A	$30.00
SMN950V	$30.00
SMN950P	$30.00
SMN950T	$30.00
Galaxy Z Flip 3	
SMF711U	$50.00
Galaxy Z Fold 2 5G	
SMF916U	$10.00
Google	
PIXEL 8	
PIXEL 8 PRO	$240.00
PIXEL 8	$200.00
PIXEL 7	
PIXEL 7 PRO	$135.00
PIXEL 7	$75.00
PIXEL 6	
PIXEL 6A	$60.00
PIXEL 6 PRO	$75.00
PIXEL 6	$40.00
PIXEL 5	
PIXEL 5A	$20.00
PIXEL 5	$20.00
PIXEL 4	
PIXEL 4A 5G	$20.00
PIXEL 4A	$15.00
PIXEL 4 XL	$20.00
PIXEL 4	$15.00

Pricing is based on devices that are fully functional after testing and have no damage. These prices are subject to change. Please call us at 405-755-3131 for the current pricing or visit our website at: www.pacebutler.com.

PaceButler corporation

PH. 405-755-3131 FAX 405-755-1114
5915 NW 23rd St
OKLAHOMA CITY, OK 73127

QUAIL CREEK BANK, N.A.
OKLAHOMA CITY, OK 73120
39-180-1030

No. **0000453446**

VOID AFTER 90 DAYS

Pay *FORTY-FOUR AND XX / 100

Date	Check Amount
8/14/2024	**********44.00*

Pay to the Order of
Newburgh Street Dept
123 Grand Street
2nd Floor
Newburgh, NY 12550-3247

Tom Pace

⑈0000453446⑈ ⑆103001809⑆ ⑈1079148⑈

Date	Invoice Number	Comment	Amount	Discount Amoun	Net Amount
8/9/2024	1115187		44.00	0.00	44.00

Check: 0000453446 8/14/2024 20-0194761 Newburgh Street Dept Check Total: 44.00

Check: 0000453446 8/14/2024 20-0194761 Newburgh Street Dept Check Total: 44.00

RESOLUTION NO.: 237 - 2024

OF

NOVEMBER 12, 2024

A RESOLUTION AUTHORIZING AN AGREEMENT WITH INTWINE CONNECT, LLC FOR EFAX SUBSCRIPTION AND RELATED SERVICES AT A MONTHLY COST OF $270.00

WHEREAS, the City of Newburgh has recognized a need to reduce paper-based facsimile transmission documents and transition into an electronic cloud-based system; and

WHEREAS, the City of Newburgh has received a proposal from Intwine Connect, LLC for providing electronic facsimile (efax) transmission and related services to assist City departments to operate more efficiently in the receiving and transmission of documents; and

WHEREAS, the cost of these services will be $270.00 per month and paid from A.1670.0421.0000.0000; and

WHEREAS, this Council finds it in the best interest of the City of Newburgh to enter into an agreement with Intwine Connect, LLC for electronic facsimile transmission and related services; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into an agreement with Intwine Connect, LLC at a monthly cost of $270.00 for electronic facsimile transmission and related services.

#237-24

QUOTE

Intwine Connect, LLC
8401 Chagrin Road, 10A
Chagrin Falls, OH 44023

DATE: 9/19/2024
QUOTE #7721

TO: City Of Newburgh

City of Newburgh Quote

QTY	SKU	Description	Unit Price	Total
1	eFax Service	eFax Service – Collector - 845-569-7460	$20/Month	$20/Month
1	eFax Service	eFax Service – City Manager - 845-569-7370	$20/Month	$20/Month
1	eFax Service	eFax Service – Code Compliance - 845-569-0096	$20/Month	$20/Month
1	eFax Service	eFax Service – City Historian - 845-569-8091	$20/Month	$20/Month
1	eFax Service	eFax Service – Comptroller - 845-569-7490	$20/Month	$20/Month
1	eFax Service	eFax Service – Corporation Counsel - 845-569-7338	$20/Month	$20/Month
1	eFax Service	eFax Service – Parking Tribunal - 845-569-7460	$20/Month	$20/Month
1	eFax Service	eFax Service – Fire Department - 845-569-7435	$20/Month	$20/Month
1	eFax Service	eFax Service – Public Works – 845-561-6710	$20/Month	$20/Month
1	eFax Service	eFax Service – Planning & Development – 845-569-9700	$20/Month	$20/Month
1	eFax Service	eFax Service – Police Department - 845-565-5662	$20/Month	$20/Month
1	eFax Service	eFax Service – Wastewater Treatment - 845-565-8440	$20/Month	$20/Month
1	eFax Service	eFax Service – Water Department 845-565-2537	$20/Month	$20/Month
13	eFax Setup	eFax Setup	$ 25	$ 325
2	Voicemail to Email	Voicemail to Email Service	$5/Month	$10/Month
		TOTAL ONE TIME CHARGES	$	325
		TOTAL SUBSCRIPTION		$270/Month

NOTES:

- Quote Is Valid for 30 Days

What's Included

- Unlimited Faxes
- Introduction and portal training
- Tier 1 technical support
- Portal set-up/Activation

If you have any questions regarding this quote, please contact Josh Stull,
jstull@intwineconnect.com

TERMS OF SERVICE AND LICENSE AGREEMENT

1. SERVICE SUBSCRIPTION

1.1 Subject to this Agreement, Intwine will provide the Customer with a subscription to access Intwine's cloud-based network management, connectivity and other related services provided by Intwine through the Internet as described at www.intwineconnect.com and rmp.intwineconnect.com or as otherwise documented and made available to Customer upon request by Intwine (collectively referred to as the "Service").

1.2 The Service and the software underlying or used to deliver the Service are hosted on servers under the control or direction of Intwine or its third party providers. The Service is subject to modification from time to time at Intwine's sole discretion, for any purpose deemed appropriate by Intwine. Intwine will use reasonable efforts to give Customer prior written notice of any material modifications to the Service.

1.3 For paid Customer accounts in good standing, Intwine will use commercially reasonable efforts to make the Service available. Notwithstanding the foregoing, Intwine has the right to suspend Customer's access to the Service: (i) for scheduled or emergency maintenance, (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due, or (iii) as a result of circumstances beyond Intwine's reasonable control (including, but not limited to: acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, strike or other labor problem, hosting provider failure or delay, issues related to a third party, or denial of service attacks) ("Force Majeure").

1.4 Subject to the terms hereof, Intwine or its designated third-party partners will provide reasonable support to Customer for the Service. Customer will designate an employee who will be responsible for all matters relating to this Agreement ("Primary Contact"). Customer may change the individual designated as Primary Contact at any time.

1.5 Customer is responsible for all acts and omissions of its employees and agents (including any breaches of this Agreement) as if Customer committed such act or omission itself. Intwine may exercise any rights and remedies under this Agreement, at law or in equity, against Customer based upon such acts or omissions of such employees or agents.

2. CUSTOMER RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, and will not permit any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure or algorithms of any portion of the Service, documentation or data related to the Service (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); modify, translate, or create derivative works based on the Service; use the Service for timesharing or service bureau purposes or for any purpose other than its own internal use (unless Customer is an Intwine Dealer and has reviewed and agreed to be bound by the additional terms and conditions set forth in the Dealer Agreement ("Dealer Addendum") available separately and hereby incorporated herein by reference). The customer is not permitted to use the Service in connection with any high risk or strict liability activity; use the Service other than in accordance with this Agreement and in compliance with all applicable laws and regulations, including but not limited to any privacy laws, and laws and regulations concerning intellectual property, consumer and child protection, obscenity or defamation; run or use any processes that run or are activated while Customer is not logged on to the Service or that "crawl," "scrape," or "spider" the Service; or use the Service in any manner that (i) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable (including without limitation, accessing any computer, computer system, network, software, or data without authorization, breaching the security of another user or system, or attempting to circumvent any user authentication or security process), (ii) impersonates any person or entity, including without limitation any employee or representative of Intwine, or (iii) contains a virus, Trojan horse, worm, time bomb, unsolicited bulk, commercial, or "spam" message, or other harmful computer code, file, or program (including without limitation, password guessing programs, decoders, password gatherers, keystroke loggers, cracking tools, packet sniffers, or encryption circumvention programs). Notwithstanding anything to the contrary, Intwine reserves the right to suspend or limit Customer's access to the Service if Intwine determines, in its sole discretion, that Customer's use of the Service does or is likely to: (a) damage the Service or interfere with Intwine's ability to reliably provide the Service to other users; or (b) place an unreasonable or unexpected load on the Service (c) there is a threat or attack on the cloud servers hosting the Service (including a denial of service attack) or other event that may create a risk to the Service, to Customer or to any other user of the Service; (d) Customer's use of the Service disrupts or poses a security risk to the Service or any other user of the Service, may harm Intwine's systems or any other user of the Service, or may subject Intwine or any third party to liability; (e) Customer is misusing the Service or using the Service for fraudulent or illegal activities; (f) subject to applicable law, Customer has ceased to continue Customer's business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Customer's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; (g) Customer is using the Service in breach of the Agreement; (h) Customer is in default of Customer's payment obligations hereunder; or (g) there is an unusual spike or increase in Customers use of the Service (collectively, "Service Suspensions"). Customer understands that many of the reasons for suspension listed above are imposed on us by third party licensors, are subject to change without notice, and may result in Customer's access to the Service being suspended as a result of the actions of other users. Intwine will make commercially reasonable efforts to provide written notice of any Service Suspension to Customer (including notices posted on the website or sent to Customer's registered e-mail address) and to provide updates regarding resumption of Customer's access to the Service following any Service Suspension. Intwine will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer may incur as a result of any Service Suspension or limitations related to carrier coverage or support.

2.2 Customer will cooperate with Intwine in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as Intwine may reasonably request. Customer will also cooperate with Intwine in establishing a password or other procedures for verifying that only designated employees of Customer has

access to any administrative functions of the Service.

2.3 Customer shall indemnify, defend, and hold harmless Intwine, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, contractors, suppliers, successors, and assigns from and against any third party judgments, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from or attributable to (i) any breach by Customer or its employees or agents of Customer's obligations contained herein, or (ii) any violation by Customer of any privacy, employee, or consumer protection right. This section shall survive the expiration or termination of the Agreement.

2.4 Customer will be responsible for maintaining the security of Customer's account, passwords, including but not limited to administrative and user passwords and files, and for all uses of Customers account, whether with or without Intwine's knowledge or consent.

2.5 THE SERVICE IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE WITH DATA, CONTENT OR INFORMATION USED FOR OR REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPON SYSTEMS, IN WHICH THE FAILURE OF THE SERVICE, INTERNET OR THIRD PARTY CLOUD SERVICE PROVIDER INFRASTRUCTURE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK APPLICATIONS"). Intwine and its third party licensors specifically disclaim any express or implied warranty of fitness for High Risk Applications.

Customer acknowledges and agrees that the Service may include services provided to Intwine by one or more wireless service providers. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH INTWINES UNDERLYING WIRELESS SERVICE PROVIDERS OR SUCH PROVIDERS' AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN INTWINE AND ANY UNDERLYING WIRELESS SERVICE PROVIDER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING WIRELESS SERVICE PROVIDERS AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

3. CONFIDENTIALITY

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Without limiting the foregoing, any software provided by Intwine or to which Intwine allows Customer to access, is Intwine Proprietary Information. Customer will treat Intwine Proprietary Information in accordance with the terms of this Agreement prior to allowing any such employee or agent to have access to the Service.

3.2 The Receiving Party agrees (i) to give access to such Proprietary Information solely to those of its employees with a need to have access thereto for purposes of this Agreement, and (ii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party use less than a reasonable degree of care to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed by it without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure (if such notice is permitted by applicable law) in order to allow the Disclosing Party an opportunity to contest such order.

3.3 Customer acknowledges that Intwine does not wish to receive any Proprietary Information from Customer that is not necessary for Intwine to perform its obligations under this Agreement (including, without limitation, any information protected under applicable privacy laws and regulations), and, unless the parties specifically agree otherwise, Intwine may reasonably presume that any information unrelated to the Service received from Customer is not Proprietary Information.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Intwine alone (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Service, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Service. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service or any Intellectual Property Rights owned by Intwine, Inc. or its third party licensors.

4.2 Customer represents and warrants that Customer owns and will continue to own all worldwide right, title and interest in, or holds and will continue to hold a valid license to, all information distributed by or on behalf of Customer through the Service ("Content") and the intellectual property rights with respect to that Content. If Intwine receives any notice or claim that any Content, or any of its activities with respect to any Content or its use of the Service, may infringe or violate rights of a third party or any applicable law or regulation (a "Claim"), Intwine may (but is not required to) suspend activity hereunder with respect to that Content or use of the Service. Customer shall indemnify, defend, and hold harmless Intwine, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, contractors, suppliers, successors, and assigns from and against any third party judgments, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from or attributable to in connection with any such Claim. This section shall survive the expiration or termination of the Agreement.

5. USE OF DATA

5.1 By using or accessing the Service, Customer hereby grants to Intwine during the term of this Agreement a worldwide, royalty-free, non-exclusive, irrevocable, sublicensable right and license to use, copy, display, perform, store, distribute and modify Data as necessary to perform the Service. "Data" means all electronic data and information submitted by Customer for set up and provisioning of the Service, and information created, generated, collected or harvested by Intwine in the furtherance of this Agreement and the security and performance of the Service. Data does not include any Content.

5.2 Notwithstanding anything else in this Agreement or otherwise, Intwine may monitor Customer's use of the Service in an aggregate and anonymous manner, compile statistical and performance information related to the provision and operation of the Service ("Intwine Data"), and may make such information publicly available, provided that such information does not identify Customer or Customer's confidential information. Intwine shall own all right, title and interest in and to the Intwine Data. To the extent needed to perfect Intwine's ownership in the Intwine Data, Customer hereby irrevocably assigns all right, title and interest in such Intwine Data to Intwine.

5.3 The Service may make use of non-PII location data (including, but not limited to, GPS coordinates, the MAC address and received signal strength of nearby Wi-Fi access points, nearby cell tower IDs, and the IP Address) that is sent by devices using the Service. In order to allow Intwine to provide the best user experience, the Service may utilize a third party provider to resolve location requests. At all times, Customer's location information will be treated in accordance with such third party's privacy policy, a copy of which is available upon request. Customer consents to Intwine and its partners' transmission, collection, maintenance, processing and use of Customer's location data and queries to provide and improve location-based products and services.

6. PAYMENT OF FEES

6.1 Customer will pay the applicable fees as set forth at the time of purchase by Intwine or its distributors, resellers or partners ("Fees") for availability, features and functionalities of the Service subscribed to by Customer ("Subscription") without any right of set-off or deduction. To the extent applicable, Customer will pay for additional services, such as integration fees or other consulting fees. All payments will be due beginning on the date of Service initiation. All Fees paid hereunder (including any prepaid amounts) are non-refundable, including without limitation if this Agreement is terminated in accordance with Section 7 below.

6.2 Unpaid Fees may be subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local use, sales, value-added, property and similar taxes, if any. Unless otherwise explicitly agreed in writing at the time of purchase, Customer agrees to pay such taxes (excluding US taxes based on Intwine's or its distributors', resellers', or partners' net income) unless Customer has provided a valid exemption certificate. In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid on account thereof.

7. TERMINATION

7.1 This Agreement shall continue until terminated in accordance with this Section 7.

7.2 Intwine may terminate this Agreement immediately upon written notice to Customer in the event of any material breach of this Agreement by Customer or its employees or agents, or failure to pay any Fees or other amounts when due hereunder.

7.3 Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings (provided such proceedings are not dismissed within thirty (30) days of such institution), (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business.

7.4 Customer's access to the Service, and any licenses granted hereunder, shall terminate upon any termination of this Agreement. All sections of this Agreement, which by their nature should survive termination, will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability. The following Sections will survive any termination of this Agreement: 2 through 6, this section 7, and 8 through 11.

7.5 Customer agrees that upon any termination of this Agreement, Customer will not be entitled to a refund of fees for any additional work previously performed by Intwine at Customer's request or any pre-paid Fees for Subscriptions still in effect at the time of termination, and Customer's obligation to pay any balance due shall survive any such termination.

8. LIMITED WARRANTIES; DISCLAIMER OF WARRANTIES

8.1 Intwine warrants only that the Service will conform to Intwine's official documentation therefor. The sole remedy available to the Customer for breach of the foregoing limited warranty is the reperformance of the Service that fails to comply with the foregoing limited warranty, or, in lieu thereof, and at Intwine's sole discretion, a refund of the Fee paid by the Customer for the period of non-conformance.

8.2 INTWINE DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE OR ANY FUNCTION CONTAINED THEREIN WILL MEET CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVERS THAT MAKE THIS SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT FOR THE FOREGOING EXPRESS LIMITED WARRANTIES, THE SERVICE, SOFTWARE AND INTWINE PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND.

8.3 INTWINE MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICE. INTWINE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 Intwine will not be liable for any loss resulting from a cause over which it does not have direct control.

9.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL INTWINE OR ITS THIRD PARTY LICENSORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURES TO TRANSMIT OR RECEIVE DATA OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICE OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF INTWINE OR ITS THIRD PARTY LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 THE TOTAL LIABILITY OF INTWINE AND ITS LICENSORS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE LESSER OF (i) ONE THOUSAND DOLLARS ($1,000), OR (ii) THE FEES PAID TO INTWINE HEREUNDER IN THE THREE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9.4 THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

10. U.S. GOVERNMENT MATTERS

Customer shall not provide to any person or export or re-export or allow the export or re-export of the Service or any software or anything related thereto or any direct product thereof (collectively "Controlled Subject Matter"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing, Customer acknowledges and agrees that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Customer's use of the Service is deemed a representation and warranty by Customer that the user is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations. As defined in FAR section 2.101, any software and documentation provided by Intwine are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11. MISCELLANEOUS

11.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

11.2 This Agreement is not assignable, transferable or sublicensable by Customer except with Intwine's prior written consent. Intwine may transfer and assign any of its rights and obligations under this Agreement with written notice to Customer.

11.3 This Agreement is the complete and exclusive statement of the mutual understanding of the parties relating to the subject matter of this Agreement, and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

11.4 Neither party shall be liable to the other or responsible for delay or non-performance of any of the terms of the Agreement due to Force Majeure.

11.5 No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect whatsoever.

11.6 All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid.

11.7 This Agreement shall be governed by the laws of the State of Ohio and the parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Cuyahoga County, Ohio for any dispute arising out of this Agreement.

11.8 Intwine reserves the right, in its sole discretion, to change, modify, add or remove provisions of this Agreement at any time by notifying Customer of such changes and providing Customer 10 business days to agree to accept those changes or terminate Customer's Subscription.

11.9 No Implied Waivers. If either party fails to require performance of any duty hereunder by the other party, such failure shall not affect its right to require performance of that or any other duty thereafter. The waiver by either party of a breach of any provision of this Agreement shall not be a waiver of the provision itself or a waiver of any breach thereafter, or a waiver of any other provision herein.

11.10 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A counterpart of this Agreement executed and delivered by facsimile or electronic mail shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or electronic mail shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

12. INDEMNIFICATION

If Intwine receives any notice or claim that Customer's use of the Service may infringe or violate rights of a third party or any applicable law or regulation (a "Claim"), Intwine may (but is not required to) suspend activity hereunder with respect to Customer's use of the Service. Customer shall indemnify, defend, and hold harmless Intwine, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, contractors, suppliers, successors, and assigns from and against any third party judgments, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from or attributable to in connection with any such Claim. This section shall survive the expiration or termination of the Agreement.

13. WIRELESS SERVICE PROVIDERS

Customer acknowledges and agrees that the Service may include services provided to Intwine by one or more Wireless Service Providers. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH INTWINE'S UNDERLYING WIRELESS SERVICE PROVIDERS OR SUCH PROVIDERS' AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN INTWINE AND ANY UNDERLYING WIRELESS SERVICE PROVIDER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING WIRELESS SERVICE PROVIDERS AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

City Of Newburgh Signature_____

Intwine Connect Signature_____

QUOTE

Intwine Connect, LLC
8401 Chagrin Road, 10A
Chagrin Falls, OH 44023

DATE: 9/19/2024
QUOTE #7721

TO: City Of Newburgh

City of Newburgh Quote

QTY	SKU	Description	Unit Price	Total
1	eFax Service	eFax Service – Collector - 845-569-7460	$20/Month	$20/Month
1	eFax Service	eFax Service – City Manager - 845-569-7370	$20/Month	$20/Month
1	eFax Service	eFax Service – Code Compliance - 845-569-0096	$20/Month	$20/Month
1	eFax Service	eFax Service – City Historian - 845-569-8091	$20/Month	$20/Month
1	eFax Service	eFax Service – Comptroller - 845-569-7490	$20/Month	$20/Month
1	eFax Service	eFax Service – Corporation Counsel - 845-569-7338	$20/Month	$20/Month
1	eFax Service	eFax Service – Parking Tribunal - 845-569-7460	$20/Month	$20/Month
1	eFax Service	eFax Service – Fire Department - 845-569-7435	$20/Month	$20/Month
1	eFax Service	eFax Service – Public Works – 845-561-6710	$20/Month	$20/Month
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What's Included

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- Introduction and portal training
- Tier 1 technical support
- Portal set-up/Activation

If you have any questions regarding this quote, please contact Josh Stull,
jstull@intwineconnect.com

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1.3 For paid Customer accounts in good standing, Intwine will use commercially reasonable efforts to make the Service available. Notwithstanding the foregoing, Intwine has the right to suspend Customer's access to the Service: (i) for scheduled or emergency maintenance, (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due, or (iii) as a result of circumstances beyond Intwine's reasonable control (including, but not limited to: acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, strike or other labor problem, hosting provider failure or delay, issues related to a third party, or denial of service attacks) ("Force Majeure").

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1.5 Customer is responsible for all acts and omissions of its employees and agents (including any breaches of this Agreement) as if Customer committed such act or omission itself. Intwine may exercise any rights and remedies under this Agreement, at law or in equity, against Customer based upon such acts or omissions of such employees or agents.

2. CUSTOMER RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, and will not permit any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure or algorithms of any portion of the Service, documentation or data related to the Service (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); modify, translate, or create derivative works based on the Service; use the Service for timesharing or service bureau purposes or for any purpose other than its own internal use (unless Customer is an Intwine Dealer and has reviewed and agreed to be bound by the additional terms and conditions set forth in the Dealer Agreement ("Dealer Addendum") available separately and hereby incorporated herein by reference). The customer is not permitted to use the Service in connection with any high risk or strict liability activity; use the Service other than in accordance with this Agreement and in compliance with all applicable laws and regulations, including but not limited to any privacy laws, and laws and regulations concerning intellectual property, consumer and child protection, obscenity or defamation; run or use any processes that run or are activated while Customer is not logged on to the Service or that "crawl," "scrape," or "spider" the Service; or use the Service in any manner that (i) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable (including without limitation, accessing any computer, computer system, network, software, or data without authorization, breaching the security of another user or system, or attempting to circumvent any user authentication or security process), (ii) impersonates any person or entity, including without limitation any employee or representative of Intwine, or (iii) contains a virus, Trojan horse, worm, time bomb, unsolicited bulk, commercial, or "spam" message, or other harmful computer code, file, or program (including without limitation, password guessing programs, decoders, password gatherers, keystroke loggers, cracking tools, packet sniffers, or encryption circumvention programs). Notwithstanding anything to the contrary, Intwine reserves the right to suspend or limit Customer's access to the Service if Intwine determines, in its sole discretion, that Customer's use of the Service does or is likely to: (a) damage the Service or interfere with Intwine's ability to reliably provide the Service to other users; or (b) place an unreasonable or unexpected load on the Service (c) there is a threat or attack on the cloud servers hosting the Service (including a denial of service attack) or other event that may create a risk to the Service, to Customer or to any other user of the Service; (d) Customer's use of the Service disrupts or poses a security risk to the Service or any other user of the Service, may harm Intwine's systems or any other user of the Service, or may subject Intwine or any third party to liability; (e) Customer is misusing the Service or using the Service for fraudulent or illegal activities; (f) subject to applicable law, Customer has ceased to continue Customer's business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Customer's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; (g) Customer is using the Service in breach of the Agreement; (h) Customer is in default of Customer's payment obligations hereunder; or (g) there is an unusual spike or increase in Customers use of the Service (collectively, "Service Suspensions"). Customer understands that many of the reasons for suspension listed above are imposed on us by third party licensors, are subject to change without notice, and may result in Customer's access to the Service being suspended as a result of the actions of other users. Intwine will make commercially reasonable efforts to provide written notice of any Service Suspension to Customer (including notices posted on the website or sent to Customer's registered e-mail address) and to provide updates regarding resumption of Customer's access to the Service following any Service Suspension. Intwine will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer may incur as a result of any Service Suspension or limitations related to carrier coverage or support.

2.2 Customer will cooperate with Intwine in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as Intwine may reasonably request. Customer will also cooperate with Intwine in establishing a password or other procedures for verifying that only designated employees of Customer has

access to any administrative functions of the Service.

2.3 Customer shall indemnify, defend, and hold harmless Intwine, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, contractors, suppliers, successors, and assigns from and against any third party judgments, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from or attributable to (i) any breach by Customer or its employees or agents of Customer's obligations contained herein, or (ii) any violation by Customer of any privacy, employee, or consumer protection right. This section shall survive the expiration or termination of the Agreement.

2.4 Customer will be responsible for maintaining the security of Customer's account, passwords, including but not limited to administrative and user passwords and files, and for all uses of Customers account, whether with or without Intwine's knowledge or consent.

2.5 THE SERVICE IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE WITH DATA, CONTENT OR INFORMATION USED FOR OR REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPON SYSTEMS, IN WHICH THE FAILURE OF THE SERVICE, INTERNET OR THIRD PARTY CLOUD SERVICE PROVIDER INFRASTRUCTURE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK APPLICATIONS"). Intwine and its third party licensors specifically disclaim any express or implied warranty of fitness for High Risk Applications.

Customer acknowledges and agrees that the Service may include services provided to Intwine by one or more wireless service providers. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH INTWINES UNDERLYING WIRELESS SERVICE PROVIDERS OR SUCH PROVIDERS' AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN INTWINE AND ANY UNDERLYING WIRELESS SERVICE PROVIDER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING WIRELESS SERVICE PROVIDERS AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

3. CONFIDENTIALITY

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Without limiting the foregoing, any software provided by Intwine or to which Intwine allows Customer to access, is Intwine Proprietary Information. Customer will treat Intwine Proprietary Information in accordance with the terms of this Agreement prior to allowing any such employee or agent to have access to the Service.

3.2 The Receiving Party agrees (i) to give access to such Proprietary Information solely to those of its employees with a need to have access thereto for purposes of this Agreement, and (ii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party use less than a reasonable degree of care to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed by it without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure (if such notice is permitted by applicable law) in order to allow the Disclosing Party an opportunity to contest such order.

3.3 Customer acknowledges that Intwine does not wish to receive any Proprietary Information from Customer that is not necessary for Intwine to perform its obligations under this Agreement (including, without limitation, any information protected under applicable privacy laws and regulations), and, unless the parties specifically agree otherwise, Intwine may reasonably presume that any information unrelated to the Service received from Customer is not Proprietary Information.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Intwine alone (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Service, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Service. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service or any Intellectual Property Rights owned by Intwine, Inc. or its third party licensors.

4.2 Customer represents and warrants that Customer owns and will continue to own all worldwide right, title and interest in, or holds and will continue to hold a valid license to, all information distributed by or on behalf of Customer through the Service ("Content") and the intellectual property rights with respect to that Content. If Intwine receives any notice or claim that any Content, or any of its activities with respect to any Content or its use of the Service, may infringe or violate rights of a third party or any applicable law or regulation (a "Claim"), Intwine may (but is not required to) suspend activity hereunder with respect to that Content or use of the Service. Customer shall indemnify, defend, and hold harmless Intwine, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, contractors, suppliers, successors, and assigns from and against any third party judgments, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from or attributable to in connection with any such Claim. This section shall survive the expiration or termination of the Agreement.

5. USE OF DATA

5.1 By using or accessing the Service, Customer hereby grants to Intwine during the term of this Agreement a worldwide, royalty-free, non-exclusive, irrevocable, sublicensable right and license to use, copy, display, perform, store, distribute and modify Data as necessary to perform the Service. "Data" means all electronic data and information submitted by Customer for set up and provisioning of the Service, and information created, generated, collected or harvested by Intwine in the furtherance of this Agreement and the security and performance of the Service. Data does not include any Content.

5.2 Notwithstanding anything else in this Agreement or otherwise, Intwine may monitor Customer's use of the Service in an aggregate and anonymous manner, compile statistical and performance information related to the provision and operation of the Service ("Intwine Data"), and may make such information publicly available, provided that such information does not identify Customer or Customer's confidential information. Intwine shall own all right, title and interest in and to the Intwine Data. To the extent needed to perfect Intwine's ownership in the Intwine Data, Customer hereby irrevocably assigns all right, title and interest in such Intwine Data to Intwine.

5.3 The Service may make use of non-PII location data (including, but not limited to, GPS coordinates, the MAC address and received signal strength of nearby Wi-Fi access points, nearby cell tower IDs, and the IP Address) that is sent by devices using the Service. In order to allow Intwine to provide the best user experience, the Service may utilize a third party provider to resolve location requests. At all times, Customer's location information will be treated in accordance with such third party's privacy policy, a copy of which is available upon request. Customer consents to Intwine and its partners' transmission, collection, maintenance, processing and use of Customer's location data and queries to provide and improve location-based products and services.

6. PAYMENT OF FEES

6.1 Customer will pay the applicable fees as set forth at the time of purchase by Intwine or its distributors, resellers or partners ("Fees") for availability, features and functionalities of the Service subscribed to by Customer ("Subscription") without any right of set-off or deduction. To the extent applicable, Customer will pay for additional services, such as integration fees or other consulting fees. All payments will be due beginning on the date of Service initiation. All Fees paid hereunder (including any prepaid amounts) are non-refundable, including without limitation if this Agreement is terminated in accordance with Section 7 below.

6.2 Unpaid Fees may be subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local use, sales, value-added, property and similar taxes, if any. Unless otherwise explicitly agreed in writing at the time of purchase, Customer agrees to pay such taxes (excluding US taxes based on Intwine's or its distributors', resellers', or partners' net income) unless Customer has provided a valid exemption certificate. In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid on account thereof.

7. TERMINATION

7.1 This Agreement shall continue until terminated in accordance with this Section 7.

7.2 Intwine may terminate this Agreement immediately upon written notice to Customer in the event of any material breach of this Agreement by Customer or its employees or agents, or failure to pay any Fees or other amounts when due hereunder.

7.3 Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings (provided such proceedings are not dismissed within thirty (30) days of such institution), (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business.

7.4 Customer's access to the Service, and any licenses granted hereunder, shall terminate upon any termination of this Agreement. All sections of this Agreement, which by their nature should survive termination, will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability. The following Sections will survive any termination of this Agreement: 2 through 6, this section 7, and 8 through 11.

7.5 Customer agrees that upon any termination of this Agreement, Customer will not be entitled to a refund of fees for any additional work previously performed by Intwine at Customer's request or any pre-paid Fees for Subscriptions still in effect at the time of termination, and Customer's obligation to pay any balance due shall survive any such termination.

8. LIMITED WARRANTIES; DISCLAIMER OF WARRANTIES

8.1 Intwine warrants only that the Service will conform to Intwine's official documentation therefor. The sole remedy available to the Customer for breach of the foregoing limited warranty is the reperformance of the Service that fails to comply with the foregoing limited warranty, or, in lieu thereof, and at Intwine's sole discretion, a refund of the Fee paid by the Customer for the period of non-conformance.

8.2 INTWINE DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE OR ANY FUNCTION CONTAINED THEREIN WILL MEET CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVERS THAT MAKE THIS SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT FOR THE FOREGOING EXPRESS LIMITED WARRANTIES, THE SERVICE, SOFTWARE AND INTWINE PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND.

8.3 INTWINE MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICE. INTWINE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 Intwine will not be liable for any loss resulting from a cause over which it does not have direct control.

9.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL INTWINE OR ITS THIRD PARTY LICENSORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURES TO TRANSMIT OR RECEIVE DATA OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICE OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF INTWINE OR ITS THIRD PARTY LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 THE TOTAL LIABILITY OF INTWINE AND ITS LICENSORS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE LESSER OF (i) ONE THOUSAND DOLLARS ($1,000), OR (ii) THE FEES PAID TO INTWINE HEREUNDER IN THE THREE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9.4 THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

10. U.S. GOVERNMENT MATTERS

Customer shall not provide to any person or export or re-export or allow the export or re-export of the Service or any software or anything related thereto or any direct product thereof (collectively "Controlled Subject Matter"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing, Customer acknowledges and agrees that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Customer's use of the Service is deemed a representation and warranty by Customer that the user is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations. As defined in FAR section 2.101, any software and documentation provided by Intwine are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11. MISCELLANEOUS

11.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

11.2 This Agreement is not assignable, transferable or sublicensable by Customer except with Intwine's prior written consent. Intwine may transfer and assign any of its rights and obligations under this Agreement with written notice to Customer.

11.3 This Agreement is the complete and exclusive statement of the mutual understanding of the parties relating to the subject matter of this Agreement, and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

11.4 Neither party shall be liable to the other or responsible for delay or non-performance of any of the terms of the Agreement due to Force Majeure.

11.5 No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect whatsoever.

11.6 All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid.

11.7 This Agreement shall be governed by the laws of the State of Ohio and the parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Cuyahoga County, Ohio for any dispute arising out of this Agreement.

11.8 Intwine reserves the right, in its sole discretion, to change, modify, add or remove provisions of this Agreement at any time by notifying Customer of such changes and providing Customer 10 business days to agree to accept those changes or terminate Customer's Subscription.

11.9 No Implied Waivers. If either party fails to require performance of any duty hereunder by the other party, such failure shall not affect its right to require performance of that or any other duty thereafter. The waiver by either party of a breach of any provision of this Agreement shall not be a waiver of the provision itself or a waiver of any breach thereafter, or a waiver of any other provision herein.

11.10 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A counterpart of this Agreement executed and delivered by facsimile or electronic mail shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or electronic mail shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

12. INDEMNIFICATION

If Intwine receives any notice or claim that Customer's use of the Service may infringe or violate rights of a third party or any applicable law or regulation (a "Claim"), Intwine may (but is not required to) suspend activity hereunder with respect to Customer's use of the Service. Customer shall indemnify, defend, and hold harmless Intwine, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, contractors, suppliers, successors, and assigns from and against any third party judgments, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from or attributable to in connection with any such Claim. This section shall survive the expiration or termination of the Agreement.

13. WIRELESS SERVICE PROVIDERS

Customer acknowledges and agrees that the Service may include services provided to Intwine by one or more Wireless Service Providers. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH INTWINE'S UNDERLYING WIRELESS SERVICE PROVIDERS OR SUCH PROVIDERS' AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN INTWINE AND ANY UNDERLYING WIRELESS SERVICE PROVIDER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING WIRELESS SERVICE PROVIDERS AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

City Of Newburgh Signature_____

Intwine Connect Signature_____

RESOLUTION NO.: 238 - 2024

OF

NOVEMBER 12, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT AND STATEMENT OF WORK WITH INHANCE UTILITIES IN THE AMOUNT OF $18,000.00 FOR THE CLOUD MIGRATION OF THE IMPRESA UTILITY BILLING SYSTEMS

WHEREAS, the City of Newburgh is currently under a contract with InHance for the Impresa utility billing system and software; and

WHEREAS, the City now proposes to migrate the Impresa system to a cloud-based platform; and

WHEREAS, the cost for such cloud migration and related services shall be $18,000.00 and derived from A.1680.0448; and

WHEREAS, this Council has reviewed the Agreement and Statement of Work, attached hereto, determined that such migration and related services are in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached Agreement and Statement of Work with InHance Utilities in the amount of $18,000.00 in connection with the cloud migration of the Impresa utility billing systems.

738-24

inHANCE

To:	Camile W Mohammed
Organization:	City of Newburgh
Email:	cmohammed@cityofnewburgh-ny.gov
Phone:	(845) 569-7326

From:	Maria Villalba
Email:	Mvillalba@harriscomputer.com
Phone:	(314) 594-1947

Date:	October 22nd, 2024
Subject:	Impresa Migration to the City of Newburgh's Cloud environment
Price:	**$18,000.00**

Service Description: This quote defines the work to be performed by inHANCE, an incorporated division of N. Harris Computer Corporation, to perform an Impresa Migration for the City of Newburgh.

Scope Of Work:

- inHANCE will perform data/new server migration services which include: back-up, verification of environment/settings, restore database, encryption and security, recreate custom SQL scripts/jobs, implement interfaces, repoint resources (reports, etc.)
- Promote the changes to Test environment
- Additional training for Impresa
- Provide User Acceptance Testing (UAT) support
- Upon City of Newburgh approval, promote to Live Environment

Assumptions:

- Project activities to be performed remotely
- All City of Newburgh will provide the appropriate remote access to its network, facilities, and systems as maybe required to perform activities from one of inHANCE's locations. inHANCE shall abide by all rules and directions of City of Newburgh when accessing the City's network, facilities or systems
- All hardware, software, and network components supplied by the City of Newburgh are working properly and are free of defects and will meet minimum requirements provided below.
- If a project delay is encountered due to external factors outside of inHANCE's control and testing needs to extend beyond the one (1) week User Acceptance Testing (UAT), inHANCE and the organization will analyze the results of this external factor on the project timeline to determine if there is a need for a change order to reflect a substantial change to the project plan, budget, or timeline
- The project is deemed closed once Impresa has been deployed to the production environment for ten (10) calendar days and any critical issues raised during that period have been resolved.

- Should the City of Newburgh cancel the project prior or during the implementation, inHANCE will invoice and receive payment on work incurred or the next milestone as agreed to between the organization and inHANCE.
- This engagement currently has, and will continue to have, the support of senior the City of Newburgh and inHANCE management, and each party will be assigned sufficient priority with respect to their other projects to ensure its success.
- The City of Newburgh and inHANCE will each assign a Project Manager to lead and guide their respective teams throughout this engagement.
- The City of Newburgh and inHANCE will each secure the appropriate staff from their teams in a timely fashion in order to discuss or review the various materials produced when required.
- The City of Newburgh and inHANCE agree to facilitate any required corporate logistics for the fulfillment of this project.
- inHANCE will work with the City of Newburgh and all third-party vendors referenced in the Fees & Payment Schedule to ensure a successful implementation. However, the City of Newburgh will secure, as required and in a timely fashion, the assistance and cooperation of third-party vendors to ensure a successful implementation. A change order may be created if the third-party vendor is unavailable or noncooperative and, as such, results in an impact to the schedule or effort
- Third party vendors' solutions are able to provide information required by inHANCE as well as accept information provided by inHANCE.
- All third-party software and hardware products are assumed to perform correctly in the City of Newburgh's current production environment, in accordance with the appropriate third-party vendor's specifications.
- Activities associated with organizational change management. This is the people side of change management that includes managing the effect of new business processes, changes in organizational structure or cultural changes within an enterprise.
- Any modifications to Impresa CIS software or integrations/interfaces other than previously identified in this SOW.
- Training if deemed required.
- Any items not explicitly identified within this document are considered out of scope for this project. Changes to scope must be put into written format and submitted to inHANCE during the project for review and consideration.

Delivery:

inHANCE will work with City of Newburgh to schedule the migration at a mutually agreeable time. Upon receiving a signed quote, inHANCE strives to coordinate and commence all work at the earliest period. Your project manager will contact you after receipt of signed order and go over the anticipated project schedule during the Discovery/Kick Off Call. You will be given a sign off form that will layout the schedule with start and end dates. Please speak to your Account Manager to confirm the anticipated project start date.

Once the project schedule is reviewed and signed any delays to the schedule could result in a penalty fee and delay of predetermined project delivery timeline.

Should additional time be required to complete this project at any time, you will be notified and asked for your approval in advance of inHANCE completing the incremental work.

Price: $18,000.00 for professional services and project management to migrate Impresa to the customer's cloud environment.

This is a fixed price quote based on the scope described above.

If there are material changes to the scope or our understanding of the scope, the price is subject to change. To accept the SOW, sign/initial where indicated and either fax or email a copy to the details noted above.

Price excludes any applicable taxes.

Quote is valid for 30 days from date of delivery. After 30 days the quote will be considered expired and would need to be reassessed and re-quoted if still required.

Payment Terms:

This quotation will require a 100% payment upon receipt of signed order by Harris.

Invoices are payable upon receipt.

Acceptance Terms:

The work contained within this document is deemed completed and accepted if the following criteria is met:

- The migration is completed upon City of Newburgh approval.

Note: Any items requiring support following acceptance of this work is to be logged in TeamSupport via a ticket.

Termination:

Unless inHANCE and/or City of Newburgh exercises its right to terminate this quote due to material breach or default, inHANCE must provide, and City of Newburgh must purchase, services from inHANCE for the items defined within this quote.

If City of Newburgh and/or inHANCE exercises its right to terminate this quote due to material breach or default, or City of Newburgh and/or inHANCE terminates this quote without cause,

City of Newburgh obligation includes the following:

1. If this project is cancelled pursuant to the terms of the governing agreement, return the Software to inHANCE and certify, under the hand of a duly authorized officer of the Organization, that all copies of the software or any part thereof, in any form, within the possession or control of the Organization have been returned to inHANCE (if applicable).
2. Complete payment for services performed and expenses incurred prior to termination including:
    a. Any amounts previously invoiced but unpaid;

b. Fees for services performed through the termination date which has not been invoiced; and

c. Any approved travel and living costs.

inHANCE's obligation includes the following:

1. Provide notice of 10 calendar days for termination without cause.

Under no circumstances shall inHANCE be liable for any special, indirect, consequential, punitive or incidental damages of any kind and shall not be liable for loss of profits, works stoppage, system failure or malfunction, loss of data or any other damages or losses in connection with this statement of work, even if inHANCE has been advised of the possibility of such damages. In any event, inHANCE shall not be liable to pay any amount, in the aggregate, that is greater than the fees received by inHANCE under this quote.

Acceptance:

This quote is governed by the existing terms and conditions of the governing agreement between the parties, which terms and conditions are incorporated herein by reference. Once completed City of Newburgh will have up to 15 days to notify inHANCE of any issues or concerns. The quote is accepted and approved by:

Print Name	Title
Signature	Date

RESOLUTION NO.: ____239____ - 2024

OF

NOVEMBER 12, 2024

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 161 ANN STREET (SECTION 36, BLOCK 5, LOT 5) AT PRIVATE SALE TO JAMES D. SWEENY FOR THE AMOUNT OF $175,000.00

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell a parcel of real property identified as 161 Ann Street, being more accurately described as Section 36, Block 5, Lot 5 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before Friday, February 14, 2025, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
161 Ann Street	36 – 5 – 5	James D. Sweeny	$175,000.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

#239-24

Terms and Conditions of Sale
161 Ann Street, City of Newburgh (SBL: 36-5-5)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number on the City of Newburgh Tax Map.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid City/County taxes for the year 2024, school taxes for the tax year **2024-2025**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any City/County taxes for the year 2024, school taxes paid by the City for the tax year **2024-2025**, and subsequent levies up to the date of the closing. Upon closing of title, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE. The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: (i) obtain a Certificate of Occupancy for all buildings on the property; (ii) make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or (iii) demolish any buildings deemed structurally unsound by a New York State-licensed engineer and by the Building Inspector. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for its consideration.**
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. The property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept cash or credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.**
11. The purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of such entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that they shall <u>not</u> be entitled to special or consequential damages, attorneys fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey

its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City Engineer.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts. This provision shall survive closing.
19. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provisions of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with any additional laws, rules or regulations applicable to those districts.
20. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **$8,750.00** payable to "City of Newburgh" by money order or guaranteed funds to the "City of Newburgh". At closing, the downpayment amount shall be credited against the purchase price.
21. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.

ACKNOWLEDGED AND AGREED

Date: _____

_____

James D. Sweeny

RESOLUTION NO.: 240 - 2024

OF

NOVEMBER 12, 2024

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 220 GIDNEY AVENUE (SECTION 7, BLOCK 9, LOT 17) AT PRIVATE SALE TO JOSE RUIZ FOR THE AMOUNT OF $150,000.00

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell a parcel of real property identified as 220 Gidney Avenue, being more accurately described as Section 7, Block 9, Lot 17, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before Friday, February 14, 2025, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
220 Gidney Avenue	7 – 9 – 17	Jose Ruiz	$150,000.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

#240-24

Terms and Conditions of Sale
220 Gidney Avenue, City of Newburgh (SBL: 7-9-17)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number on the City of Newburgh Tax Map.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid City/County taxes for the year 2024 and 2025, and school taxes for the tax years of **2024-2025**, and all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any City/County taxes for the year 2024 and 2025, and school taxes paid by the City for the tax year **2024-2025**, and subsequent levies up to the date of the closing. Upon closing of title, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE. The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: (i) obtain a Certificate of Occupancy for all buildings on the property; (ii) make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or (iii) demolish any buildings deemed structurally unsound by a New York State-licensed engineer and by the Building Inspector. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for its consideration.**
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the

City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. The property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept cash or credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.**
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that they shall <u>not</u> be entitled to special or consequential damages, attorneys fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City Engineer.

17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts. This provision shall survive closing.
18. The property is sold subject to an owner-occupancy restriction. Purchaser has agreed to purchase the property subject to a ten (10) year owner occupancy restriction. Purchaser shall, within 18 months of the delivery of the deed, establish domicile and principal residence at said premises and maintain domicile and principal residence at said premises for a period of at least ten (10) years thereafter, provided that within said ten (10) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms and Conditions of Sale.
19. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
20. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **$5,250.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price

ACKNOWLEDGED AND AGREED

Date: _____

_____

Jose Ruiz

RESOLUTION NO.: 241-2024

OF

NOVEMBER 12, 2024

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO TINA A. AMOS TO THE PREMISES KNOWN AS 29 SPRING STREET (N/K/A 31 SPRING STREET) (SECTION 39, BLOCK 5, LOT 3)

WHEREAS, on August 12, 1994, the City of Newburgh conveyed property located at 29 Spring Street (n/k/a 31 Spring Street), being more accurately described on the official Tax Map of the City of Newburgh as Section 39, Block 5, Lot 3, to Tina A. Amos; and

WHEREAS, the current owner, Bragada Properties LLC (by Vincent Simmons, managing member) has requested a release of the restrictive covenants contained in the deed from the City of Newburgh; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, and 4 of the aforementioned deed.

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 29 Spring Street (n/k/a 31 Spring Street), Section 39, Block 5, Lot 3 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated August 12, 1994, from THE CITY OF NEWBURGH to TINA A. AMOS, recorded in the Orange County Clerk's Office on September 16, 1994, in Book 4109, Page 156 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2024

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: _____-2024

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

On the _____ day of November in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____
Notary Public

RESOLUTION NO.: 242 - 2024

OF

NOVEMBER 12, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SIMAREN CORP. (D/B/A WISDOM PROTECTIVE SERVICES) FOR SECURITY GUARD SERVICES

WHEREAS, the City issued Request for Proposals ("RFP") No. 16-24 for security guard services and received seventeen (17) responses from companies interested in providing security guard services to the City; and

WHEREAS, a review committee reviewed the responses to the RFP and recommended to City Council that Simaren Corp. (d/b/a Wisdom Protective Services) be selected to provide security guard services to the City; and

WHEREAS, the cost for these services will be derived from A.1620.0448.0000.0000 – Vendor Services; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to enter into a contract with Simaren Corp. (d/b/a Wisdom Protective Services) for said security guard services;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into agreements with Simaren Corp. (d/b/a Wisdom Protective Services), with all such terms and conditions as may be required by the Corporation Counsel, for security guard services to the City.

#242-24

City of Newburgh
Orange County, New York

Solicitation # 16.24

Request for Proposal (RFP)

for

Security Guard Services

Date of Submission:

Wednesday August 21, 2024

Proposals to be received by 11:00 a.m.

Contents

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1. Introduction

The City of Newburgh, NY ("City") requests proposals from qualified, experienced, and licensed contractors ("Contractor") for professional guard security services at City sites. The successful Contractor will be required to provide appropriately trained professional security personnel as well as requisite equipment to perform security services of the highest quality.

The City requires Security Guards for:

Number of Guards	Location	Workday	Shift	Period
1	City Hall, 83 Broadway, Newburgh, NY 12550	Monday-Friday	8:30am–4:30pm 8 hours	All Year
1	Old Court House Building, 123 Grand St., Newburgh, NY 12550	Monday-Friday	8:30am–4:30pm 8 hours	All Year
#1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550	Monday-Friday	4pm–10pm 6 hours	May 1 – Nov. 1
#1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550	Saturday & Sunday	8am-4pm 8 hours	May 1 – Nov. 1
#1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550	Saturday & Sunday	4pm-10pm 6 hours	May 1 – Nov. 1
**1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550 Aquatic Center	Monday-Friday	8am-4pm 8 hours	May 24-Sept. 14 2025
**1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550 Aquatic Center	Monday-Friday	4pm-12am 8 hours	May 24-Sept. 14 2025
**1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550 Aquatic Center	Monday-Friday	12am-8am 8 hours	May 24-Sept. 14 2025
**1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550 Aquatic Center	Saturday & Sunday	8am-4pm 8 hours	May 24-Sept. 14 2025
**1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550 Aquatic Center	Saturday & Sunday	4pm-12am 8 hours	May 24-Sept. 14 2025
**1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550 Aquatic Center	Saturday & Sunday	12am-8am 8 hours	May 24-Sept. 14 2025

These services may start in 2025 depending on when the award is made.

**Starting in May 2025 (approximate), guard services will be needed for the newly constructed Aquatic Center at Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550. The guard services will be required starting May 24 – September 14, 2025, seven (7) days a week and 24 hours a day.

The City of Newburgh is located about 60 miles north of New York City on the western side of the Hudson River in Orange County, New York. It is a small, densely settled community of 3.8 square miles bounded by the Town of Newburgh on the west and north, the Hudson River on the east and Town of New Windsor on the south. The population estimate as of July 2022 is 28,501.

2. Contractor Qualifications

- Contractors are advised that the City's intent in having the requirements listed below is to ensure that only qualified, reliable, Contractors perform the work. The Contractor shall have the burden of demonstrating to the satisfaction of the City that it can perform the work required. The City retains the right to request any additional information pertaining to the Contractor's ability, qualifications, financial capacity, financial stability, and procedures used to accomplish all work as it deems necessary to ensure reliable, responsible, safe, and satisfactory work. A Contractor shall meet the following qualifications set forth below. Failure to meet any of the qualifications in whole or in part may result in the rejection of the proposal and the Contractor being found non-responsive at the discretion of the City.
- The Contractor is licensed to do business in New York State.
- The Contractor must provide evidence of having provided the requested services previously to a New York municipality or agency.
- The Contractor shall provide evidence that it has maintained an organization capable of performing the work described herein for at least the three (3) years prior to the proposal opening date. The Contractor must provide evidence that it meets this requirement.
- The Contractor shall provide evidence that it has a valid Watch, Guard or Patrol agency license issued by the New York State Department of State.
- The Contractor must provide uninterrupted Security Guard coverage. The Contractor must have a procedure in place for a guard to communicate both tardiness and absence in a fashion that allots sufficient time for a replacement guard of equal or better qualification(s) to be retained for the shift in question without any additional cost to the City.
- Guards will be paid following the NYS Department of Labor Prevailing Wage Schedule (as of 7/1/2024) and as may be amended.
- The Contractor will provide Prevailing Wage Payroll forms with each submitted invoice.
- The Contractor shall be required to procure, at its sole cost and expense, all required insurance. Proof of required Insurance shall be provided at the time of proposal submission. The awarded Contractor shall maintain all required insurances throughout the term of the contract.
- The Contractor, at their own cost, shall provide for guard uniforms and standard equipment.

3. Scope of Services

The City has the right to request the Contractor to retain current Security Guard(s) personnel. The City seeks affirmative confirmation from the Contractor about whether it will retain the current Security Guard Joseph Bonilla assigned to the Old Court House Building, 123 Grand St site and Peter Oates assigned to City Hall 83 Broadway site.

Number of Guards	Location	Workday	Shift	Period
1	City Hall, 83 Broadway, Newburgh, NY 12550 **Security Guard (Peter Oates)**	Monday-Friday	8:30am–4:30pm 8 hours	All Year
1	Old Court House Building, 123 Grand St., Newburgh, NY 12550 **Security Guard (Joseph Bonilla)**	Monday-Friday	8:30am–4:30pm 8 hours	All Year
#1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550	Monday-Friday	4pm–10pm 6 hours	May 1 – Nov. 1
#1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550	Saturday & Sunday	8am-4pm 8 hours	May 1 – Nov. 1
#1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550	Saturday & Sunday	4pm-10pm 6 hours	May 1 – Nov. 1
**1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550 Aquatic Center	Monday-Friday	8am-4pm 8 hours	May 24-Sept. 14 2025
**1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550 Aquatic Center	Monday-Friday	4pm-12am 8 hours	May 24-Sept. 14 2025
**1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550 Aquatic Center	Monday-Friday	12am-8am 8 hours	May 24-Sept. 14 2025
**1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550 Aquatic Center	Saturday & Sunday	8am-4pm 8 hours	May 24-Sept. 14 2025
**1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550 Aquatic Center	Saturday & Sunday	4pm-12am 8 hours	May 24-Sept. 14 2025
**1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550 Aquatic Center	Saturday & Sunday	12am-8am 8 hours	May 24-Sept. 14 2025

These services may start in 2025 depending on when the award is made.

**Starting in May 2025 (approximate), guard services will be needed for the newly constructed Aquatic Center at Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550. The guard services will be required starting May 24 – September 14, 2025, seven (7) days a week and 24 hours a day.

- **Guards will be paid at the current (7/1/2024) Prevailing Wage including Supplemental Benefits and as may be amended.**
- The Contractor shall provide Security Guards that meet, at least, the following minimum requirements:

Minimum Requirements

- High School Diploma or GED
- Minimum six months' experience as a New York State DOS registered Security Guard
- Minimum 18 years of age
- Able to communicate with visitors and prepare incident reports in English
- Able to speak, read and write in English
- Physically capable of performing the essential duties of the position, with or without reasonable accommodation.
- Have a valid and current DOS Security Guard registration
- Have a copy of the current DOS Photo ID card and Certification of Compliance on file with Contractor
- Completed all DOS registration and DCJS Security Guard training
- Any additional site-specific requirements as determined by the City
- Any additional specific training and certifications such as AED (Automated External Defibrillator) as determined by the City.

Higher Level Requirements

All minimum requirements plus;

One or more of the following:

- Two years of prior Military experience on active duty, and no type of military discharge that renders such Security Guard unsuitable for the position for which he or she is intended.
- Two years of experience as a member of the National Guard or Military Reserves
- Two years of full-time experience as a Police Officer, Probation Officer, or Corrections Officer
- Three years of full-time experience as a DOS registered New York State Security Guard
- Two years of experience as a Security Guard Supervisor
- An Associate's or Bachelor's degree in Criminal Justice

Minimum Guard Responsibilities

- Visibly display the DOS Photo ID on the Security Guard's person at all times while on duty
- Protect offices, buildings, grounds and occupants against potential incidents and evacuations which may include but is not limited to fire, disruptive activity, violent storm, vandalism, theft,

loitering, trespass, burglaries, unlawful entry, bodily harm, building system malfunctions and deficiencies, etc.

- Report any serious incidents promptly to the police, fire department or appropriate emergency personnel in response. As necessary sound any mechanical or electronic alarms in order to alert responsible parties to potential danger.
- Document any issues in a logbook
- Review logbook for issues that may have occurred on a previous shift and may require action. Action may include advising the appropriate Security Guard of the reported potential risks and responsibilities.
- Monitor and protect all entrances including, but not limited to, checking ID's, ensuring visitors sign-in and sign-out, observing, and screening visitors, escort duties, etc.
- Confiscate contraband and or distribute receipts to persons for items such as weapons, tools, scissors, and other prohibited items. Log all items and report incidents to City Management for appropriate action.
- Perform routine internal and external walking tour of the building and grounds to assure that all entrances are secured and log any changes or issues
- Inspection of all fire suppression equipment including, but not limited to, extinguishers, emergency lights, and fire hoses on a monthly basis to ensure good working order. If a deficiency is identified, the Security Guard must immediately inform City Management.
- Ensure compliance of building and ground rules including, but not limited to, restricting food or drinks in a building, cell phone restrictions, etc.
- Attempt to diffuse situation with hostile persons or escort unruly or disruptive persons from premises. If the effort is unsuccessful, call the appropriate emergency contacts.
- Report directly to the City Police Department
- Must be able to communicate with law enforcement personnel, other State, and city agencies as well as City Management
- Interface with third parties including, but not limited to, building security (i.e. New York State Troopers), emergency service personnel and building fire and safety personnel while functioning as a first and primary responder in all fire and safety issues
- Answer questions and give directions to visitors to assist them in finding appropriate offices and services.

<u>Higher Level Guard Responsibilities</u>

All minimum responsibilities and;

- Must possess demonstrated administrative capabilities to oversee various locations and the ability to interface with City Management.
- Overall responsibility for all Security Guards at each individual location
- Ensure all Security Guards are present and on post during operating hours
- Ensure all Security Guards are properly trained and familiarized with security procedures and operations
- Ensure all Security Guards are equipped with appropriate equipment
- Ensure all Security Guards maintain professional and courteous standards

4. Event Timelines

Event	Timeframe
1. RFP Publish	Friday July 19, 2024
2. Question Period	Until Wednesday August 7, 2024 by 11:00 a.m.
3. RFP Submission Date	Wednesday August 21, 2024 at 11:00 a.m.
4. RFP Opening (Non-Public)	Wednesday August 21, 2024 at 11:15 a.m.

5. Submission Requirements

Contactor Experience and Qualifications (Three page limit)
Completed Bid Submission Form (Signed)
Completed Proposer Acknowledgement Form (Signed)
Completed Non-Collusion Bidding Affidavit (Signed and Notarized)
Contractor Company W-9
Proof of Insurance Coverage
One original and two copies of submitted proposal
One Digital Copy of Proposal (Flash Drive)
All submitted proposals must be clearly marked as "#16.24 – "Security Guard Services"

- **Deadline for submission is Wednesday August 21, 2024 at 11:00 a.m.**
- Contractor proposals must contain and indicate compliance of the following information which shall be outlined in the order read below:
- A Contractor, when submitting a proposal, must be responsive. A responsive proposal is defined as submitting a complete proposal as required by this solicitation.
- A Contractor, when submitting an offer, must not be on a New York State or Federal Debarment list. This is defined as being a responsible Contractor. Any Contractor included on these debarment lists is ineligible for an award.
- Contractors are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of the RFP may cause a proposal to be rejected. Submission of a proposal in response to this RFP constitutes acceptance of all requirements outlined in the RFP.
- The original proposal must be prepared on 8-1/2" x 11" paper using a font no smaller than 11-point with one-inch margins. Each page of the submission must be numbered in a manner so that it can be uniquely identified. Legibility, clarity, and completeness are required.
- The proposal must be signed by each individual Contractor or its authorized representative having the authority to legally bind the Contractor. The proposal shall also contain a statement that the proposal, including all bid prices, contained therein shall remain firm and irrevocable for a period of ninety (90) days following the City's receipt of such proposal and the award of the contract.
- All proposals are to be submitted sealed.
- The Contractor must provide proof of experience, qualifications, capabilities, references, licenses, procedures, and training policies.

- The Contractor must provide proof of required insurances.

Type of Coverage	Limit of Coverage
Worker's Compensation	Statutory
Employer's liability	$1,000,000
or similar insurance	each occurrence
Automobile liability	$1,000,000
	aggregate
Bodily Injury	$2,000,000
	each occurrence
Property Damage	$1,000,000
	each occurrence
Comprehensive General	$1,000,000
Liability, including	aggregate
Broad form contractual	$2,000,000
Liability, bodily injury	each occurrence
and property damage	
Professional liability	$1,000,000
(If commercially available	aggregate
for your profession)	$2,000,000
	each claim

- The Contractor must submit the Bid Submission Form (attached).
- The Contractor must submit the Proposer Acknowledgement Form (attached).
- One original and two copies of submitted proposal.
- One digital copy (USB Flash Drive) containing an Adobe Portable Document Format (PDF) version of all proposal materials must also be provided.
- Completed Non-Collusion Bidding Affidavit (attached).
- Company W-9
- Iran Divestment Act: By submission of a proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Vendors Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

- All bids must be clearly marked as "#16.24 –"Security Guard Services".

- Send sealed proposals to:

City of Newburgh
City Hall, Office of the Comptroller
Attn: Robert Van Vlack, City Purchasing Agent
83 Broadway
Newburgh, New York 12550

- The City will accept all sealed proposals that either are received by hand delivery or mailed. No electronic submissions.
- All received bids will be initialed, dated and time recorded by Purchasing/Comptroller. Date and time will be recorded from an office computer or mobile (cell) phone.
- **Deadline for proposal submission is Wednesday August 21, 2024 at 11:00 a.m.**
- **Responses that miss the deadline will not be considered.**

6. Question and Answer Period (Contacts)

The question submission period will be open until Wednesday August 7, 2024 by 11:00 a.m.

- All questions regarding this Request for Proposal (RFP) must be submitted in writing to the following:

Robert Van Vlack – City Purchasing Agent at rvanvlack@cityofnewburgh-ny.gov or submitted through the solicitation on bidnetdirect.com.

- Any impermissible contact with any other City officer or employee regarding the RFP during the procurement period shall result in the rejection of any such Contractor's proposal. Contractors shall communicate in writing only.
- The City Purchasing Agent will review, acknowledge, and respond to all questions as quickly as possible.

7. Proposal Opening

No public opening will be held. The closed event will be on Wednesday August 21, 2024 at 11:15 a.m.

The Purchasing Agent (or designee) is the lead for the RFP opening. Other attendees will be requested by the Purchasing Agent.

- The published Proposal Opening document will contain the following information:
  A. The Solicitation Number.
  B. Date and time of opening.
  C. Attendees.

D. Name of each bidder.

- The Bid Opening results will be published on bidnetdirect.com. The City is a participant in the Empire State Purchasing Group.

8. Evaluation Criteria, Scoring, and Selection

- The information requested through this RFP is necessary for the City of Newburgh to adequately evaluate any proposal. Applicants are urged to submit proposals as complete as possible on their initial submission. Failure to supply the requested information may result in the rejection of the proposal.

- Each Contractor is responsible for carefully examining all RFP documents and thoroughly familiarizing themselves with each of the City's requirements prior to its submission of a proposal to ensure that its responses are following the RFP.

Weighted Factors:

- **(60%)** The Contractor's experience and qualifications, demonstrated ability to fulfill the requirements of the proposal, plan for providing guards, training policies, ease of integration with current City procedures and policies, technical ability, knowledge of laws and regulations as they apply to the City and the services to be provided, resumes of key members of the team, references, and other factors, which the City considers relevant.
- **(15%)** Confirmation from Contractor agreeing to retain current guards at City Hall (83 Broadway) and 123 Grand Street sites.
- **(25%)** The Contractor Total Rate bid. The Total Rate equals Prevailing Wage (paid to guard) + Supplemental Benefit (paid to guard) + Contractor Markup.

TOTAL = 100%

- Each proposal will be evaluated based on the information submitted. The proposals will be evaluated by a selected City team.
- The final evaluation, containing scoring and selection, will be published on bidnetdirect.com.
- Award will be to the highest scoring Contractor based on overall best value.

9. Contract Term

- The contract term will be for three (3) years with the possibility of two (2) one year extensions.
- The Successful Contractor must sign the City of Newburgh "Agreement for Vendor Services".
- The Successful Contractor must provide insurance coverage as outlined in Section 5 of this RFP, naming the City of Newburgh as an additional insured.
- The contract is subject to approval by the City Council of the City of Newburgh and City Manager signature.

10. Payment and Pricing Terms

- All payments are managed according to the City Accounts Payable (AP) Process.
- Invoices and Prevailing Wage Payroll Form must be sent to apinvoices@cityofnewburgh-ny.gov.
- Prevailing Wage Payroll Form must be completed and sent with invoice.
- Invoices are payable within 30 days of receipt of an approved invoice.

11. Terms and Conditions

- The City may, at its option, interview prospective proposers as part of this selection process. However, selection may take place without such interviews. Therefore, applicants are urged to present proposals that are as complete as possible upon initial submission.
- The City reserves the right to amend its evaluation criteria at any point, at its sole discretion.
- The City may terminate the RFP process at any time for any reason.
- The City reserves the right to reject any and/or all proposals.
- The City has no obligation to discuss its reasons for selecting, accepting, or rejecting any proposals with the proposer or representatives of said proposer, but will entertain such requests.
- The issuance of the RFP does not obligate the City to select a proposal and/or enter into any agreement. Any submission does not constitute business terms under any eventual agreement.
- This RFP does not in any way commit the City to reimburse respondents for any costs associated with the preparation and submission of proposals.
- The proposal chosen will be one that represents the best value to the City.
- The Contract will need the approval of the Newburgh City Council and signed by the City Manager.

12. Additional Considerations

Justice, Equity, Diversity, and Inclusion are core values to the City of Newburgh, where there is a strong commitment to establishing and maintaining an environment free of discrimination. These values are promoted through the daily practice of professionalism, respect, acceptance and understanding. As such, City residents along with women, minorities, individuals with disabilities, members of the LGBTQ community, and veterans are encouraged to apply. Minority and Women-owned Business Enterprises ("MBW/WBE"), small and disadvantaged businesses are encouraged to apply.

13. Forms and Attachments

- Bid Submission Form
- Proposer Acknowledgement Form
- Non-Collusion Bidding Affidavit
- PRC #2024500020
- Prevailing Wage Payroll Form

BID SUBMISSION FORM

REQUEST FOR PROPOSALS RFP #16.24

SECURITY GUARD SERVICES

FOR THE

CITY OF NEWBURGH, NEW YORK

I (We) hereby submit the following Total Rate Bid for consideration by the City of Newburgh. The Total Rate will be the Contractor charge rate per hour. **The Total Rate equals Prevailing Wage (paid to guard) + Supplemental Benefit (paid to guard) + Contractor Markup.**

(We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this RFP as presented without reservation or alteration.

GUARD TOTAL RATE (per hour): _____

COMMENTS: _____

COMPANY NAME _____

COMPANY ADDRESS _____

PHONE NO. _____ EMAIL ADDRESS _____

SUBMITTED BY/DATE _____

(SIGNATURE IN BLUE INK)

PRINT NAME / TITLE _____

PROPOSER ACKNOWLEDGEMENT FORM

REQUEST FOR PROPOSALS RFP #16.24

SECURITY GUARD SERVICES

FOR THE

CITY OF NEWBURGH, NEW YORK

I (We) hereby propose Security Guard Services for the City of Newburgh, New York as requested by the City in accordance with the RFP Solicitation #16.24. By signing and submitting this Form for consideration by the City of Newburgh, I (We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this RFP as presented without reservation or alteration.

COMPANY NAME _____

COMPANY ADDRESS _____

PHONE NO. _____ EMAIL ADDRESS _____

SUBMITTED BY _____

(SIGNATURE IN BLUE INK)

PRINT NAME / TITLE _____

DATE _____

NON-COLLUSION BIDDING AFFIDAVIT

CITY OF NEWBURGH

STATE of)
) SS:
County of)

I, _____ of the (Town, Village, City) of _____ in the County of _____ and the State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am _____, an officer of the firm of _____the bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh, NY as Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by _____.
(Name of Contractor)

Subscribed and sworn to: _____
(Signature of Affiant above in ***BLUE*** Ink; type or print name/title below)

Name: _____ Title: _____

before me this _____ day

of _____, 20__

_____
Notary Public of

My commission expires: _____

AFFIX NOTARY SEAL OR STAMP IN THIS BOX

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS

Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Newburgh, NY

Robert Van Vlack, Purchasing Agent
83 Broadway
4th Floor
NEWBURGH NY 12550

Schedule Year 2024
Date Requested 05/20/2024
PRC# 2024500020

Location	City of Newburgh
Project ID#	16.24
Occupation Type(s)	Guards, Security

PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The Schedule is effective from July 2024 through June 2025. All updates or corrections, are posted on the 1st business day of each month. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website, www.labor.ny.gov. Future copies of the annual determination are also available on the Department's website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars ($1,500.00).

Building service employee includes, but is not limited, to, watchman, guard, doorman, building cleaner, porter, handyman, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

Responsibilities of the Public Agency

A Public Agency means the state, any of its political subdivisions, a public benefit corporation, a public authority or commission or special purpose district board appointed pursuant to law, and a board of education.

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer (NOTE: The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city).

A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

In response to each filing, the Bureau of Public Work will assign a Prevailing Rate Case (PRC) number to each building service contract, and will issue a Prevailing Wage Schedule setting forth the wage rates required to be paid for work performed and the expiration date of those rates. If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

The Public Agency must include in the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contactor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Upon the awarding of the contract, the law requires that the Public Agency furnish the following information to the Bureau of Public Work: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Bureaus "Notice of Contract Award" form (PW 16.9) is provided with the original Prevailing Rate Schedule. The Public Agency is required to notify the Bureau of the completion or cancellation of any public work building service contract. The Bureaus PW 200.9 form is provided for this purpose.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rate. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times his prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule provided with the awarded contract. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage or in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

The Commissioner of Labor makes an annual determination of the prevailing rates, which is in effect from July 1st through June 30th of the following year. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

If a prime contractor on a public work contract has not been provided with a Prevailing Rate Schedule, the contractor must notify the Public Agency who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work.

Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us. www.labor.ny.gov.

Upon receiving the original schedule, the Public Agency is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification. Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, by are not limited to time cards, work description sheets, proof that supplements were provided, canceled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 9, Section 237 of the Labor Law. The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Law, Article 9. Section 237).

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work contract failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 235.2 of the Labor Law to so notify the financial officer of the Public Agency that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Public Agency shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work contract.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 9, Section 231-7a, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 9, Section 239-1).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 9, Section 239-2).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of $50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 9, Section 239-3).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 9, Section 239-4).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Newburgh, NY

Robert Van Vlack, Purchasing Agent
83 Broadway
4th Floor
NEWBURGH NY 12550

Schedule Year 2024
Date Requested 05/20/2024
PRC# 2024500020

Location City of Newburgh
Project ID# 16.24
Occupation Type(s) Guards, Security

Notice of Contract Award

New York State Labor Law, Article 9, Section 231.5 requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16.9, which may be photocopied), MUST be completed for EACH prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this building service contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Amount of Contract: $_____ Occupation(s): _____

Approximate Starting Date: ___/___/___ _____

Approximate Completion Date: ___/___/___ _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Introduction to the Prevailing Rate Schedule

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars ($1,500).

Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

A supplemental benefit of 'paid time off' shall be provided as paid leave, or converted to an hourly value paid to the employee. If 'paid time off' is converted to an hourly monetary value, such an amount is to be paid in addition to any other hourly supplements required by this schedule.

The hourly value for 'paid time off' would be calculated as follows: hourly wage rate X 8 hours per day X total number of paid days off divided by 2080 hours. For example: $16.00 per hour wage rate X 8 hours per day = $128.00; $128.00 X 5 paid days off = $640.00; $640.00 divided by 2080 hours = $0.31 per hour. The $0.31 per hour amount would be in addition to any other required supplemental monetary amount paid.

All 'paid time off' provided to part-time employees, shall be prorated (divided, distributed, or assessed proportionately) based on fulltime equivalent hours.

The amount of 'paid time off' for part-time employees, would be calculated as follows: number of part-time weekly hours divided by 40 fulltime weekly hours = percentage of 'paid time off' for part-time employee. For example: a fulltime employee works 40 hours per week and a part-time employee works 30 hours per week (30 hours divided by 40 hours = .75); If a fulltime employee is provided 5 paid vacation days (5 X .75 = 3.75), a part-time employee would be provided 3.75 paid vacation days.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: *For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".*

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12226

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Orange County Article 9

Guards, Security 07/01/2024

JOB DESCRIPTION Guards, Security **DISTRICT** 10

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour:	07/01/2024
	$ 22.44

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour: $ 2.44

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(I)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays
(S)	Two and one half times the hourly rate for Holidays

(S1)	Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
(T)	Triple the hourly rate for Holidays
(U)	Four times the hourly rate for Holidays
(V)	Including benefits at SAME PREMIUM as shown for overtime
(W)	Time and one half for benefits on all overtime hours.
(X)	Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day
(28)	Easter Sunday

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: (Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone Fax

E-Mail:

2. NY State Units (see item 5).

- ☐ 01 DOT
- ☐ 02 OGS
- ☐ 03 Dormitory Authority
- ☐ 04 State University Construction Fund
- ☐ 05 Mental Hygiene Facilities Corp.
- ☐ 06 OTHER N.Y. STATE UNIT
- ☐ 07 City
- ☐ 08 Local School District
- ☐ 09 Special Local District, i.e., Fire, Sewer, Water District
- ☐ 10 Village
- ☐ 11 Town
- ☐ 12 County
- ☐ 13 Other Non-N.Y. State (Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Fuel Delivery
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: https://apps.labor.ny.gov/EDList/searchPage.do

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 06/28/2024

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		ADESUWA UWUIGBE		320 THROOP AVENUE APT #3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	DOL		CHARLES AIBANGBEE		320 THROOP AVE APT #3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	NYC	*****5732	COMMERCIAL BUILDING MAINTENANCE CORPORATION		65 BILTMORE DR MASTIC BEACH NY 11951	03/14/2022	03/14/2027
DOL	NYC		DAVID PARSONS		200 OAK DR SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL	*****8011	ECOA CLEANING CONTRACTORS INC		320 THROOP AVENUE APT# 3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	05/17/2021	05/17/2026
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		935 S LAKE BLVD SUITE 7MAHOPAC NY 10541	05/17/2021	05/17/2026
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		935 S LAKE BLVD SUITE 7MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		RUSSELL NEEDHAM		532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027
DOL	DOL	*****7007	SHOREFRONT MENTAL HEALTH BOARD	BROOKLYN BRIGHT	532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027

U.S. Department of Labor
Wage and Hour Division

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

WAGE AND HOUR DIVISION
Revised December 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS | OMB No. 1235-0008 Expires 09/30/2026

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

WISDOM PROTECTIVE
837 Old Country Road, Westbury, NY 11590
(P): 718.766.5392
(F): 516.203.7258
(E): info@wisdomprotective.com

August 21, 2024

Re: **City of Newburgh – Response to RFP # 16.24 for Security Guard Services**

Simaren Corp dba Wisdom Protective Services ("Wisdom Protective") has been providing tailored, client-centric services for over two (2) decades. Since its founding, Wisdom Protective has purposed to provide client-focused security services that go beyond providing a *"warm body in a uniform"*. In our over 20 years of operations, we have grown to become a leading provider of security officers throughout New York State with experience across several industries including municipalities, towns and villages, government agencies, utility plants but especially state offices and buildings.

EXPERIENCE

Licensed and bonded in the State of New York as a watchguard agency, Wisdom Protective has provided coverage to clients whose profile and requested services mirror that of the City of Newburgh. For example: -

a.) Monroe County (Offices & County Facilities)

- twelve (12) County offices that include a Health Clinic, Probation Center and DMV office.

b.) Suffolk County Water Authority

- County utility facility that required coverage during business hours and after hours

c.) New York State Office of General Services

- under this coverage we provide coverage at several State Office buildings across NY State.

d.) Port Authority of New York & New Jersey

- security sensitive, high-profile locations with that includes not only office buildings, but thruways, landmarks, construction site etc.

e.) NYS Department of Labor

- sixteen (16) NYS offices across New York State including Poughkeepsie, Albany, Buffalo & Rochester.

Wisdom Protective's commitment to providing security services to the City of Newburgh is reinforced by our qualifications. Over the years, we have practiced and leaned into what is described as out primary deliverables:

1. **Experience**: Wisdom Protective has over 20 years' experience providing protection at high stakes, security sensitive locations, ranging from government offices to state facilities. We understand the importance of our responsibilities and have the necessary experience and expertise to fulfill our commitments. One of our clients once described Wisdom's paramount deliverable as *"a quality and consistent security team,"* and that is indeed what we provide.

2. **Client-Centric Services:** Our primary mission, and the genesis behind our company's founding, is to provide We recognize that for every client and site, the nature and delivery of services are specific which may require different approaches to promote peace of mind. We pay attention to these nuances to help us achieve our mission to provide protective services and solutions ***in line with our client's highest expectations***.

WISDOM PROTECTIVE
837 Old Country Road, Westbury, NY 11590
(P): 718.766.5392
(F): 516.203.7258
(E): info@wisdomprotective.com

3. **Personnel Qualifications:** Wisdom Protective personnel are licensed, conscientious security professionals, many of whom have had distinguished careers in the military or law enforcement. Backing up our on-site team is a 24/7 security operations command center ("24/7 SOCC") and a dedicated management team. Our unarmed uniformed officers are well qualified to provide security guard services in the City of Newburgh whether its access control, public relations or foot patrols.

4. **Responsive & Value Driven:** Responsiveness is a hallmark of the Wisdom Protective client experience, setting us apart from our competitors. Our Security Operations Command Center ("SOCC") operates 24/7, every day of the year, to ensure that our clients can reach us at any time. With our familiarity in providing security services for state offices, we understand that security coverage may be impacted at any time of day, and this is where we shine. Whether you call our 24/7 SOCC or directly reach out to your Operations Manager / Account Manager, expect a "small business" responsiveness without layers of bureaucracy.

METHODS & PROCEDURES

Wisdom Protective deploys a well-practiced approach to prepare to take over new sites. The approach is designed to:

- Familiarize ourselves with client locations, risks, expectations, and policies.
- Brief our 24/7 SOCC to ensure they are prepared to support both onsite employees and the client.
- Communicate up and down the operational chain of management, so that we are ready to respond to client requests and operational hiccups.

To facilitate these objectives Wisdom Protective practices the following steps following a contract award:

1.) CONTRACT AWARD

2.) CLIENT FAMILIARIZATION

We request several meetings with client officials and representatives to understand your preferences, requirements and past difficulties (i.e., our goal is to provide you with excellent service while avoiding the pitfalls of our predecessor). With each meeting and visit, we attempt to gather information about both general site operations and specific post instructions, so we are properly equipped to manage the workforce and instruct all new hires. By way of example, during these site visits we will become acquainted with **1.) Facility Layouts** *(to familiarize ourselves with "sensitive"/soft targets at each location so officers can function efficiently),* **2.) Post Instructions** *(to establish parameters that will be communicated to officers) and* **3.) Emergency Procedures** *(to ensure we support (and not hinder) any necessary emergency response)*

3.) RECRUITMENT

We will begin recruiting almost immediately upon contract award to fill gaps and ensure an adequate pool of fill ins. However, Wisdom Protective will seek to maintain the incumbent staff provided they are properly qualified, pre-screened in accordance with client requirements and adequately trained. Specifically, for the City of Newburgh, we will prioritize the retention of the officers at 83 Broadway (City Hall) and 123 Grand Street. We feel this approach is time efficient and allows for a pool of qualified surplus personnel for staffing purposes. We also believe this should minimize disruption to operations and enhance the likelihood of continuity of quality service.

WISDOM PROTECTIVE
837 Old Country Road, Westbury, NY 11590
(P): 718.766.5392
(F): 516.203.7268
(E): info@wisdomprotective.com

3.) TRAINING & ORIENTATION

Each Wisdom Protective officer receives training on client and company policies that supplement the training required under their state licenses. This training includes both practical skills (e.g. Report Writing) and softer skills (e.g. Customer Service) designed to reinforce our customer-service orientation. For this contract, we would develop a training schedule that meets the City's requirements and expectations. We would also adapt our pre-placement orientation to ensure that post instructions, standing orders and other client expectations before someone comes on site.

4.) POST ASSIGNMENT & CONTRACT COMMENCEMENT

Once we have appropriately qualified, certified trained officers, we will assign specific officers to posts based on their availability, qualifications, dispositions and their other requirements of the post

TECHNICAL ABILITIES & SUPERVISION

Below are some of the ways that we provide oversight and supervision to the staff providing services.

Technological Monitoring. Where appropriate for a post and, as requested by our clients, Wisdom Protective uses ADP biometric software, the ***ProxiLite*** Guard Tour system, dash cams and ***SAMSARA*** trip monitoring software (for our vehicles) and monitored on site cameras to verify the location and activities of our security officers.

Management Software. Wisdom Protective uses ***in-house security management*** platform alongside ***ADP Workforce Now*** to manage schedules and ensure there are no conflicts in security coverage. Access to schedules is shared with operations managers, the 24/7 Security Operations Command Center and senior management so that any member of the operations team can step in to handle operational issues, whether to arrange coverage or determine who is on site and available to address a particular security issue.

24/7 Security Operations Command Center. Wisdom Protective operates a Security Operations Command Center (24/7 SOCC) that is staffed 24 hours a day, 7 days a week, every day of the year. If a security incident occurs on site, the 24/7 SOCC ensures that the client and our executive team are notified based on the protocols established. If a security officer calls out sick, the SOCC is responsible for ensuring that the post is covered, either by coordinating with the Operation Manager / Account Manager or arranging coverage directly (e.g., by calling fill-ins or off duty officers). The 24/7 SOCC is also responsible for ensuring urgent matters are handled urgently. If the unexpected occurs, whether it is bad weather or transportation interruptions or modifications to our services, we use the same capabilities to ensure coverage continues at the desired level.

Whether we're providing coverage at one of the City's Board Meetings or your Annual National Night Out, Wisdom Protective would embrace the opportunity to safeguard your city and bring peace of mind to your residents. Come what may, Wisdom Protective wishes you the best in your search and selection.

Sincere regards,

Kay Simaren
Executive Director

[redacted]

PROPOSER ACKNOWLEDGEMENT FORM

REQUEST FOR PROPOSALS RFP #16.24

SECURITY GUARD SERVICES

FOR THE

CITY OF NEWBURGH, NEW YORK

I (We) hereby propose Security Guard Services for the City of Newburgh, New York as requested by the City in accordance with the RFP Solicitation #16.24. By signing and submitting this Form for consideration by the City of Newburgh, I (We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this RFP as presented without reservation or alteration.

COMPANY NAME Simaren Corp. dba. Wisdom Protective Services

COMPANY ADDRESS 837 Old Country Rd. Westbury, NY 11590

PHONE NO. [redacted] EMAIL ADDRESS [redacted]

SUBMITTED BY 8/19/2024

(SIGNATURE IN BLUE INK)

PRINT NAME / TITLE Kay Simaren, Executive Director

DATE 8/19/24

BID SUBMISSION FORM

REQUEST FOR PROPOSALS RFP #16.24

SECURITY GUARD SERVICES

FOR THE

CITY OF NEWBURGH, NEW YORK

I (We) hereby submit the following Total Rate Bid for consideration by the City of Newburgh. The Total Rate will be the Contractor charge rate per hour. **The Total Rate equals Prevailing Wage (paid to guard) + Supplemental Benefit (paid to guard) + Contractor Markup.**

(We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this RFP as presented without reservation or alteration.

GUARD TOTAL RATE (per hour): $32.69

COMMENTS: _____

COMPANY NAME Simaren Corp. dba. Wisdom Protective Services

COMPANY ADDRESS 837 Old Country Rd. Westbury, NY 11590

PHONE NO. [redacted] EMAIL ADDRESS [redacted]

SUBMITTED BY/DATE 8/19/2024

(SIGNATURE IN BLUE INK)

PRINT NAME / TITLE Kay Simaren, Executive Director

NON-COLLUSION BIDDING AFFIDAVIT

CITY OF NEWBURGH

STATE of)

) SS:

County of)

I, Kay Simaren of the (Town, Village, City) of Westbury in the County of Nassau and the State of New York of full age, being duly sworn according to law on my oath depose and say that:

I am Executive Director, an officer of the firm of Wisdom Protective Services the bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh, NY as Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by _____.
(Name of Contractor)

Subscribed and sworn to: _____
(Signature of Affiant above in ***BLUE*** Ink; type or print name/title below)

Name: Kay Simaren Title: Executive Director

before me this 19th day

of August, 2024

Holly N Drasser
Notary Public of

My commission expires: 07/06/2025

AFFIX NOTARY SEAL OR STAMP IN THIS BOX

Holly N Drasser
Notary Public, State of New York
Reg. No. 01DR6419291
Qualified in Suffolk County
Commission Expires 07/06/2025

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS

ATTACHMENT #1

References

Wisdom Protective - REFERENCES

CLIENT REFERENCES	
CONTRACT:	**Syosset Central School District**
Locations include:	Twelve (12) schools and the Business Office
Client Name:	[redacted]
Contact Information	
Scope of Services:	***Unarmed Security Services:*** In addition to Monday to Friday coverage, Wisdom is also responsible for District-wide extracurricular activities, mobile patrol and after hour coverage on weekends. This security team consists of retired law enforcement or military officers.
CONTRACT:	**New York State Office of General Services**
Locations include:	Shirley Chisholm State Office Building, University at Buffalo, H. Lee Dennison Building, Suffolk County Water Authority, Queens College, Borough of Manhattan Community College
Client Name:	[redacted]
Contact Information	
Scope of Services:	***Unarmed Security Services:*** Under the State-wide contract, coverage that includes providing security at several State Office buildings, facilities in NY State as well as State Colleges and Universities; from a 2 million square foot building that required 24hr security and Fire Safety Directors to a high-rise office building that hold the office of a US Congressman.
CONTRACT:	**Port Authority of New York & New Jersey**
Locations include:	George Washington Bridge, World Trade Center, PANYNJ Leased Properties, Port Authority Security Operations Center, Teleport & Staten Island Bridges
Client Name:	[redacted]
Contact Information	
Scope of Services:	***Unarmed Security Services:*** From the executive offices at the World Trade Center to the George Washington Bridge, we provide a variety of services for the Port Authority. In addition to securing several security sensitive posts, we are also responsible for continuously reporting all security incidents to the Chief Security Office and working with Port Authority PD to deter or security incidents at assigned locations.

ATTACHMENT #2

Management Resumes

Charmain A Corlette

EXPERIENCE

New York City Police Department, Brooklyn, NY — Police Officer

October 1994 - December 2000

-Served and Protected citizens from crime and dangerous activities while maintaining an incorruptible level of integrity

- Displayed sound judgement daily under high stress and life threatening situations as well as other emergency service scenarios

-Worked on patrol with other first responders to assess scenes, ensure victim/public safety, apprehend suspected criminal offenders, secure crime scenes and conduct preliminary investigations

- Worked alongside school and community officials to ensure students throughout Brownsville and East New York were safe

- Responded to ongoing calls of distress involving but not limited to traffic accidents, domestic violence, assault/battery, theft, burglary, drug trafficking and vandalism

- Served as a training officer to new recruits assigned to patrol in the 73 Precinct

New York City Police Department (Internal Affairs Bureau), New York City, NY — *Detective*

December 2000 - June 2015

- Practiced a high level of investigative and administrative competence while working in NYPD's Internal Affairs Bureau

-Conducted internal investigations surrounding corruption and serious misconduct

- Assisted in preserving the integrity of the NYPD

- Ensured the public's trust by detecting, investigating, and bringing to justice the small number of New York City police officers and civilians who engage in misconduct and corruption

-Handled fiscal affairs for the office with minimal to no supervision

- Worked alongside federal, state and local law enforcement agencies to provide protection to dignitaries visiting the United States

-Discretionary promotion to Second Grade Detective in 2007

-Discretionary promotion to First Grade Detective 2013

EDUCATION

Medgar Evers College CUNY, Brooklyn
August 1988 – August 1993
-NYPD Cadet Corps while enrolled

Skills

-Working with Children

-Mentoring and raising children and young adults

-Child and adult safety

-Conflict resolution

- Microsoft word, Google Suite, Internet Explorer

-Investigations

- Organized time management skills

- Drivers License

- Excellent Communication and Interpersonal Skills

Trainings

- Defensive Driving Training

-Crime Prevention Training

- Sex Crimes Training

- Dignitary Protection Training

Gary Messina

Work Experience

Deputy Inspector-Commanding Officer

DBMN, Group #2
July 2019 to Present

* Manage seven (7) Precinct Detective Squads and three (3) Narcotics Modules on the Westside of Manhattan North.
* Coordinate efforts by Precinct Squads and Narcotics Modules to solve crime and reduce violence on the Westside of Manhattan North
* During 2019, successfully managed 22 homicides with positive results.
* Coordinated joint efforts by the Precinct Squads, Narcotics module and the Manhattan DA's Office.

Deputy Inspector- Commanding Officer, Manhattan North Detective Operations

Manhattan
June 2016 to June 2019

* Through motivation and case management, I have increased the number of arrests in UNDO by 6.8% while working with a 23% shortage of personnel. One of the motivational tools was the creation of the "Silver Bracelet Award." This plaque is presented annually to the investigator in each of my twelve commands who accrues the most arrests.
* Managed numerous high profile investigations throughout Manhattan, which include the suicide of a sitting NY Supreme Court Judge and a double homicide of a woman and her 6 year old son.
* Ensured proper case management by conducting weekly Squad reviews with my squad commanders.
* Collaborated with my counterparts in Narcotics, Gang, and Patrol, as well as the US Attorney's Office to reduce violence in Manhattan North
* Successfully managed forty-one homicide investigations which resulted in arrests.
* Implemented a "Detective of the Year" ceremony to honor the great work by the men and women of UNDO

Captain- Commanding Officer, DBM Zone

Manhattan
May 2012 to June 2016

* Through motivation and case management, I have increased the number of arrests per detective by 46.5%. One of the motivational tools was the creation of the "Silver Bracelet Award." This plaque is presented annually to the investigator in each of my three commands who accrues the most arrests.
* Managed numerous high profile investigations throughout Manhattan, which include a fatal building collapse in the 25 Precinct, the shooting of a School Safety Agent and a perpetrator who was randomly assaulting victims with a hammer.

* Collaborated with my counterparts in Narcotics, Gang, and Patrol, as well as the US Attorney's Office to reduce violence in the 9th Precinct. Since the arrest of one suspect on federal charges, in July 2015, there have been no shooting incidents.
* Used innovative tactics and techniques to identify and apprehend suspects and close patterns. More particularly, a 37 case Grand Larceny Pattern, in which a cab driver was picking up apparently intoxicated victims and switching their debit cards. The perpetrator would then remove money from the victim's bank accounts via ATM. A collaborative effort between 10th Squad Investigators, the surveillance team, TARU and patrol resulted in two arrests and successful prosecutions.
* Successfully managed sixteen homicide investigations which resulted in arrests.
* On June 1, 2016, I rescued an EDP from drowning in the East River. For my efforts I received an Award of Honorable Mention from the Police Department. I also received awards from the Life Saving Benevolent Association of New York and the Carnegie Hero Medal.

Captain- Executive Officer
February 2012 to May 2012

* Developed a review process for all Stop, Question and Frisk Reports, which included holding supervisors accountable for reports which they approved.
* Developed a review process for all accident reports, which included holding supervisors accountable for reports which they approved.
OPERATIONAL EXPERIENCE:

Lieutenant- Wheel Supervisor
PBQS
June 2010 to February 2012

TRAINING/PROFESSIONAL DEVELOPMENT:
* Auto Crime School
* SNEU Course
* Plain-clothes Course
* CIMS Training-Logistics Officer-Certified
* COBRA certified
* Executive NYC Fire and Life Safety Director Program Certification

Lieutenant
Chamber of Commerce
January 2003 to June 2010

* In 2006, received the "Cop of the Year" Award from the Rockaway Chamber of Commerce.
* In 2008, received the "Cop of the Year " award from the Hatzolah Volunteer Ambulance Service
* Successfully re-engineered response plans for robberies and shootings to more accurately reflect command conditions.
* Implemented operations to reduce spikes in crimes. I was responsible to coordinate efforts and enforcement by numerous units on "Spike Reduction Days."
* Coordinated an annual Medal Day ceremony. Coordinated Masses for Healing for the severely injured members of the 101 Precinct: Sgt. Timothy Smith and PO Thomas Mitchell.

Lieutenant
February 1998 to January 2003

* Designated three times as "Cop of the Month"
* Increased Grand Larceny Auto arrests by 500%

* Coordinated an Annual Medal Day Ceremony

Lieutenant- Special Operations
NYPD
May 1991 to February 1998

* I created a scholarship program for one male and one female graduating senior from John Adams High School, who expressed interest in a law enforcement career, with the NYPD. Money was raised for the scholarship by the sale of tickets by the Precinct Community Council to sports competitions between the varsity teams and members of the 106 Precinct.
* I created a DWI display annually opposite John Adams High School one month before graduation. In order to create the display, I would obtain a vehicle from a local collision shop. The signs would be created in a high school art class after a competition.
* In order to reduce juvenile crime, once a year I would bring students from the local junior high schools to Rahway Correctional Facility for the "Scared Straight Program."
* Implemented and participated in the 106th Precinct Explorer Post.
* Due to my efforts, in 1994, I received the NYC Police Foundation Hemmerdinger Award for Excellence in Policing
* Due to my efforts, in 1995, I received the Captain Endowment Association Medal of Merit
* Organized Precinct Details: such as the Pagwah Parade, Halloween and the 4th of July
* During my tenure in the 106 Precinct, I showed an extremely high level of integrity by being intimately involved in eight bribery arrests, which included two controlled Pads.
* 1993 received a certificate from the NYC Public Schools Division of School Safety for my efforts in improving the safety at the Public Schools in the 106th Precinct
* I created several graffiti programs and was a facilitator at the 1996 Graffiti Conference at Baruch College. One program was dubbed, "Operation SOL." In this program, fliers were distributed at the high school and junior high, indicating that a British Media Company was filming a documentary on Urban Graffiti Artists. This "Company" was requesting a short story and a copy of the "Artists" latest graffiti. I obtained a post office box at JFK Airport, where the suspects would forward their information. This program led to seven arrests and the identification of twenty-three taggers.
* During my tenure in the 106th Precinct, I supervised the development of one hundred and twenty-nine search warrants.
* Coordinated an annual Medal Day ceremony.

Lieutenant- 2nd Platoon Commander, 114th Precinct
August 1990 to May 1991

Sergeant
SNEU
October 1989 to August 1990

Sergeant- Patrol Supervisor
March 1987 to October 1989

Sergeant- Patrol Supervisor
April 1985 to March 1987

Sergeant- Patrol Supervisor
October 1984 to April 1985

Police Officer
Auto Larceny Unit
November 1983 to October 1984

Police Officer
Patrol, Tactical
January 1982 to November 1983

ADMINISTRATIVE EXPERIENCE:

Education

Bachelor of Science
SUNY Empire State College
2001

Skills

- Law Enforcement
- Security
- Special Operations
- Surveillance
- Law Enforcement
- Quality Assurance
- Security
- Law Enforcement

Mosa Parris

EDUCATION:

Stonybrook University
Master of Business Administration, May 2024 *(expected completion)*
Concentration in Innovation

Hofstra University, Hempstead, NY
Bachelor of Arts in Humanities, May 2011 – GPA: 3.5
Concentration in Public Relations & Fine Arts

St. Joseph High School, Brooklyn, NY
Honors and Advanced Designation Diploma, June 2006
Graduated 2nd out of a class of 74

EXPERIENCE:

The Simaren Corp, Director of Client Relations — **Westbury, NY** — **January 2022-present**

- Oversee Account Implementation for all new contract awards
- Engage in Client & Site Familiarization in an effort to successfully implant an Operations Manager
- Respond to client concerns and any contract deficits
- Ensure continued contract compliance and personnel certifications
- Periodic assessment of contract success, personnel proficiency and client satisfaction

The Simaren Corp, *Operations Manager* — **Kew Gardens, NY** — **January 2012-December 2021**

- Travelled to and supervise business activity in our offices in NYC, White Plains, Rochester, Buffalo & New Jersey
- Remained on-call to respond to emergency situations quickly and efficiently at client sites.
- Researched and composed countless proposals/bids for contracts eventually acquired.
- Responsible for interviewing, hiring, and posting employees at client sites.
- Visited and ensured client satisfaction at various locations in New York & New Jersey
- Carefully and confidentially maintained client information & documents.

The Simaren Corp, *Administrative Assistant* — **Kew Gardens, NY** — **August 2010-January 2012**

- Composed correspondences and field calls for Executive Director.
- Oversaw website reconstruction and created marketing materials for Wisdom PS.
- Created and maintained employee schedules
- Maintained office supplies and uniform inventory
- Created and updated employee application forms based on observed deficits

Hofstra Law School Dean's Office, *Office Assistant* — **Hempstead, NY** — **June 2009- April 2010**

- Created brochures for visiting students and faculty.
- Created and managed the Deans' reading files.
- Compiled professors' course proposals and evaluation.

Department of Homeless Services, *Summer Intern* — **New York, NY** — **Summer 2008**

- Managed eligibility letters for clients in the DHS Advantage Program.
- Assisted the Planning & Analysis Unit with weekly reports.
- Worked with the Quality Assurance Unit to directly attend to clients' needs.
- Compiled daily rent requests for the Finance Department.
- Conducted numerous surveys and gathered contact information for clients.

ACTIVITIES & SKILLS:

Hofstra University African Caribbean Society, *Treasurer* — Sept. 2009- May 2010

- Prepared budget proposals for organization's events and promoted upcoming events via social media.

Hofstra University — Hempstead, NY — Summer 2007
Collective Behavior and Social Movements Workshop, *Student Assistant*

- Prepared art exhibition for one of the events.
- Compiled numerous journal abstracts and organized participant registration for the workshop.

Central Park Conservancy Central Park, *Volunteer* — New York, NY — October 2005- May 2006

- Worked weekly with groups to preserve the landscape of Central Park and executed park-maintenance projects.

Michal Kaminski
[redacted] Brooklyn, NY, 11204

Professional Summary

Flexible Security guard offering 5 years in the security industry. Worked 2 Summers in the construction field as a laborer. Willing to work, good communications skills, good attention to detail, basic computer skills. Attended college for 3 years.

Skills

- Premises Surveillance
- Safety and Security
- Loading and Unloading Proficiency
- Cleaning

Work History

Security Guard - Wisdom Protective Services - New York City- 05/2015 to Current

- Secured premises and personnel by patrolling property and monitoring surveillance equipment.
- Remained calm, assertive and mindful to think critically and problem solve during stressful situations.
- Interacted assertively but non-confrontationally with all levels of personnel and general public.
- Completed full building and grounds patrols every hour to spot and investigate concerns.
- Verified each individual's right to enter restricted areas and denied access to unauthorized persons.

Laborer - Bruno Frustaci Contracting - Summers of 2013 and 2014

Education High School of Telecommunication Arts and Technology Brooklyn NY
High School Diploma
Hunter College CUNY New York, NY
56 credits earned

Certifications

Licensed Security Guard
F01 Fireguard

ATTACHMENT #3

Insurance, W9, Licenses

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/31/2024

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

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

PRODUCER
The Coyle Group of New York, Inc
30 South Main Street
New City NY 10956-3515

CONTACT NAME: [redacted]
PHONE (A/C, No, E
E-MAIL ADDRESS

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Allied World Surplus Lines Ins Co.	24319
INSURER B:	Progressive Northwestern	42919
INSURER C:	Beazley Insurance Company	37540
INSURER D:	National Specialty Insurance Company	22608
INSURER E:		
INSURER F:		

INSURED
Simaren Corp, DBA: Wisdom Protective Services
837 Old Country Road
Westbury NY 11590

COVERAGES **CERTIFICATE NUMBER:** Updated 2024-2025 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	5200-2993-04	04/01/2024	04/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			970275420	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			5201-1188-04	04/01/2024	04/01/2025	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Sexual Abuse and Molestation Liability Inc. Sexual Assault and Battery			W371AE240101	04/18/2024	04/18/2025	Victim Limit	$1,000,000
							Aggregate Limit	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insurer D-Hired/Non-Owned Auto $1,000,000 Liability Limit

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Simaren Corp.

2 Business name/disregarded entity name, if different from above
Wisdom Protective Services

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
837 Old Country Road

Requester's name and address (optional)

6 City, state, and ZIP code
Westbury, NY 11590

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶** 8/19/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage inter 098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

UNIQUE ID NUMBER

[redacted]

State of New York

Department of State

DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY

Control No. [redacted]

Pursuant to the provisions of

ARTICLE 7 OF THE GENERAL BUSINESS LAW
AND AMENDMENTS THERETO

EFFECTIVE DATE

MO.	DAY	YR.
09	01	83

WISDOM PROTECTIVE SERVICES
76 S BROADWAY
SUITE 425
WHITE PLAINS NY 10601

EXPIRATION DATE

MO.	DAY	YR.
08	31	25

HAS BEEN ISSUED A BRANCH OFFICE LICENSE TO TRANSACT BUSINESS AS A

WATCH, GUARD OR PATROL AGENCY

FOR THE TERM OF TWO YEARS FROM DATE HEREOF, TO BE REPRESENTED,
AS PRINCIPAL, BY THE QUALIFIED MEMBER(S) NAMED ON THE ATTACHED:

In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.

ROBERT J. RODRIGUEZ
SECRETARY OF STATE

DOS-030 (Rev. 4/03)

UNIQUE ID NUMBER

[redacted]

DUPLICATE LICENSE

State of New York

Department of State

DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY

Control No. [redacted]

Pursuant to the provisions of

ARTICLE 7 OF THE GENERAL BUSINESS LAW
AND AMENDMENTS THERETO

EFFECTIVE DATE

MO.	DAY	YR.
01	31	24

WISDOM PROTECTIVE SERVICES
837 OLD COUNTRY ROAD
WESTBURY NY 11590

EXPIRATION DATE

MO.	DAY	YR.
01	30	26

HAS BEEN DULY LICENSED TO TRANSACT BUSINESS AS A

WATCH, GUARD OR PATROL AGENCY

FOR THE TERM OF TWO YEARS FROM DATE HEREOF, TO BE REPRESENTED,
AS PRINCIPAL, BY THE QUALIFIED MEMBER(S) NAMED ON THE ATTACHED:

In Witness Whereof, the Department of State has caused
its official seal to be hereunto affixed

WALTER T. MOSLEY
SECRETARY OF STATE

DOS-090 (Rev. 4/03)

CITY OF NEWBURGH
Services Contract

This contract ("Contract") is made and entered into this _____ day of _____, 2024 ("Effective Date"), by and between the City of Newburgh, a municipal corporation, with an office address of 83 Broadway, Newburgh, New York 12550 ("City"), and Simaren Corp. (d/b/a Wisdom Protective Services), with an office address of 837 Old Country Road, Westbury, New York 11590 ("Contractor").

WITNESSETH

WHEREAS, the City issued Request for Proposals #16.24 (the "RFP") seeking proposals from qualified and experienced bidders with the capability to provide security guard services, as set forth in the RFP; and

WHEREAS, the City provided notification of the availability of the RFP in accordance with state and local requirements; and

WHEREAS, the RFP set forth the minimum administrative, technical, and cost requirements that a vendor needed to meet to be eligible for consideration to receive an award; and

WHEREAS, Contractor submitted a proposal in response to the RFP, as the same was amended through the procurement process; and

WHEREAS, the City evaluated Contractor's proposal and determined that the Contractor's proposal was among the top five responsive and responsible proposals that offered the best value based on the evaluation criteria as set forth in the RFP;

NOW THEREFORE, in consideration of the terms hereinafter mentioned and also the mutual covenants and obligations moving to each party hereto from the other, the Parties hereby agree as follows:

[Remainder of this page intentionally left blank. Terms and conditions to follow.]

DRAFT

1. APPENDICES AND ATTACHMENTS

1.1. The following appendices and attachments, attached hereto, are hereby expressly made a part of this Contract:

Schedule A – RFP #16.24
Schedule B – Contractor Response to RFP #16.24

2. SCOPE OF SERVICES

2.1. Contractor shall render all services and deliverables and furnish all materials and equipment necessary to provide the City with services and deliverables more specifically described in **Schedule A** (hereafter "Services"), in a timely and professional manner, using the degree of care, skill, and diligence generally observed by other companies in the industry, and in accordance with the highest professional and industry standards relevant to the Services as reasonably anticipated based on the applicable Scope of Work.

2.2. Contractor will perform all Services. Services shall not be performed by any other person, entity, agency, affiliate, or subcontractor unless approved by the City in writing. Contractor shall remain responsible for the performance of all of its obligations under this Contract, and for the performance by all third parties providing Services herein. Any Contract between Contractor and a permitted subcontractor must contain terms and provisions consistent with those contained in this Contract.

3. RATES AND FEES

3.1. For the Services described in **Schedule A**, Contractor shall be entitled to charge rates and fees as set forth in **Schedule B**.

3.2. Contractor may not charge more than rates and charges set forth in **Schedule B**.

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

3.4. For any additional services proposed or requested, the compensation to be paid will be identified in a supplemental Contract as applicable.

3.5. Payments under this Contract shall be made in arrears of work increment(s) completed to the satisfaction of the City and upon submittal of an invoice to the City. If not otherwise specified, payment for services rendered will be processed within thirty (30) days upon presentation of the invoice. In the event of any conflict or ambiguity, all payments shall be managed according to the City's accounts payable process. Invoices and prevailing wage payroll forms must be completed and sent with any invoices, or the invoices will be rejected.

~~3.6. Intentionally deleted. At the conclusion of work on a project, Contractor shall submit a final invoice for any remaining amounts due. This invoice shall be prominently identified as 'FINAL INVOICE'.~~

3.7. Contractor agrees that no charges or claim for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the City may decide, it being understood, however, that the permitting of the Contractor to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein.

4. TERM

4.1. This Contract will commence on the Effective Date and will continue for a period of three (3) years, unless terminated in accordance with Section 9.

4.2. At the expiration of the Contract term, the City, at its sole option, may extend the Contract upon the same terms and conditions herein for a period of one (1) year ("First Option Term").

4.3. At the expiration of the First Option Term, the City, at its sole option, may extend the Contract upon the same terms and conditions herein for another period of one (1) year ("Second Option Term").

4.4. The City shall notify Contractor of its intention whether to exercise its option(s) as outlined in ¶4.2 or 4.3 no later than 30 days prior to the expiration of the preceding term.

5. CONTRACTOR'S OBLIGATIONS

5.1. Contractor shall:

5.1.1. Apply such time, attention, and reasonable skill and care as may be necessary or appropriate for its proper performance and provision of the Services;

5.1.2. Use industry and proprietary tools and data for the provision of Services that are generally accepted as suited in the industry;

5.1.3. Comply with all applicable laws in connection with its performance of Services hereunder;

5.1.4. Comply with all reasonable directions regarding the Services communicated to it from time to time by the City;

5.1.5. Keep confidential materials that are in its possession or control safe and secure;

5.1.6. Deliver all Services by the dates set out in the applicable Scope of Work or any other delivery date(s) agreed by the Parties in writing.

5.2. If at any time Contractor becomes aware that it may not be able to perform or deliver the Services by any date set out in the applicable scope of work (or any other deadline agreed by the Parties in writing), Contractor will promptly notify the City and give details of the reasons for the delay. Unless the delay is caused by Force Majeure, Contractor's failure to perform the Services will represent a material breach of this Contract entitling the City to terminate this Contract and pursue its legal and equitable remedies if the breach.

6. CONFIDENTIAL INFORMATION

6.1. Any information provided by the City to Contractor shall be deemed confidential. Contractor shall not disclose any information to a third-party unless authorized by the City in writing.

6.2. The obligations contained in this section shall survive the termination or expiration of any relationship between the parties into perpetuity.

7. WORK PRODUCT

7.1. Contractors must provide any written records in Word, Excel, PDF or another format acceptable to the City and be able to share documents with the City in electronic format via email or managed file transfer (for larger sized documents) in a manner acceptable to the City.

7.2. All records in any form (e.g. written, visual, audio, etc.) produced by the Contractor for the City, or on behalf of the City, shall be considered property of the City. All records produced by the Contractor for the City, or on behalf of the City, shall not be used for any purpose without the City's written consent. At the conclusion of any engagement, either as a result of termination or the natural conclusion of the engagement, all records shall be turned over to the City within 60 days, or as may be extended in writing by the City.

7.3. All information collected or otherwise obtained by the Contractor, the Contractor's staff and all subcontractors in performance under the Contract is proprietary and may not be disclosed to any party other than the City without the City's express written consent.

7.4. The obligations contained in this section shall survive the termination or expiration of any relationship between the parties into perpetuity.

7.5. Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum

of six (6) years from the date of creation or three (3) years after final payment is remitted by the City, whichever is later. Any authorized representatives of the City, New York State, or Federal Government shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for inspection, auditing, and copying.

7.6. The City reserves the right to use any work product prepared under this Contract regardless of whether the Contract is terminated or the project is suspended or abandoned. This right allows the City to use these documents in the future for the same project, a modified version of it, or for one that is similar.

8. KEY INDIVIDUALS AND ASSOCIATES

8.1. Should Contractor fail to provide at least the staffing mutually agreed upon by the City and Contractor during the term of the Contract, the City will have the right, in addition to any other right set forth herein, to prospectively renegotiate fees in light of any staffing deficiency, or to terminate the contract.

8.2. Contractor may allocate suitable associates with appropriate levels of experience and seniority to provide the Services. The composition of Contractor's team assigned to the City and the allocation of their work time will comply with the specifications set forth in the relevant scopes of work.

8.3. Contractor will appoint key individuals, named specifically by the City, to be actively involved in the provision of the Services. Said key individuals may be named in Schedule A, in this Contract, or upon written notice to Contractor during the term of the Contract. Should any key individual leave Contractor's employment or cease to be involved in the provision of Services for any reason, Contractor will consult the City and, subject to the City's written approval, appoint a suitable replacement. Any such change in the key individuals will occur with full and timely transfer of know-how at Contractor's sole expense.

9. TERMINATION

9.1. The City may terminate this Contract or suspend or abandon Services upon 30 days written notice to the Contractor. Contractor may terminate this Contract only if the City substantially fails to perform in accordance with Section 3 of this Contract regarding payment for Services. Prior to Contractor terminating this Contract, a Notice of Termination must be given in writing and in accordance with the notice provision in Section 10 (Miscellaneous Provisions), below, to the City that allows the City 60 days to correct any default. If the default is corrected/cured, Contractor may not terminate this Contract.

9.2. In the event the City terminates this Contract, suspends Services more than 180 days, abandons Services, or the Contractor terminates this Contract, the City shall pay to the

Contractor full payment for Services performed and expenses incurred under this Contract as follows:

9.2.1. The sum due under Section 3 (Compensation) as shall have become payable for services actually rendered by Contractor.

9.2.2. In ascertaining the services actually rendered up to the date of termination of this Contract, or suspension or abandonment of Services, consideration will be given by the City to completed work and work in process.

9.3. The City may immediately cancel this Contract on notice to Contractor if the City receives information that any work under this Contract conflicts with the provisions of any applicable law establishing a Code of Ethics for Federal, State or City officers and employees.

10. INSURANCE AND RISK MANAGEMENT

10.1. The parties agree that Contractor, its agents, officers, and employees, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the City.

10.2. Contractor agrees to hold harmless, defend, and indemnify the City, and the officers, agents, and employees of the City from all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the Contractor, its officers, agents, and employees, in the performance of this Contract, provided, however, that Contractor shall not be obligated to indemnify for any claim, loss or damage arising hereunder to the extent caused by the negligent act, failure to act, gross negligence or willful misconduct of the City or any of its officers, agents or employees. This provision shall survive the expiration or termination of this Contract.

10.3. Contractor shall not commence work until the City has received evidence of the insurance policies and/or coverages required in this section and approved the same.

10.4. Contractor shall obtain policies and coverages as set forth in **Schedule A**.

10.5. Insurers shall be authorized in the State of New York to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or carrier acceptable to the City.

10.6. Contractor shall submit to the City certificates of insurance and endorsements to the policies of insurance required by the Contract as evidence of the insurance coverage.

10.7. The scope of coverage and deductible shall be shown on the certificate of insurance.

10.8. The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the City, and without ten (10) days' notice for non-payment of premium.

10.9. Renewal certifications shall be timely filed by the Contractor for coverage until the work is accepted as complete.

10.10. Contractor shall notify the City in writing of any material change in insurance coverage.

10.11. Insurance policies shall contain, or be endorsed to contain, the following provisions and/or endorsements:

10.11.1. For the general and automobile liability policies, the City of Newburgh, its officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.

10.11.2. For claims related to the work, Contractor's insurance coverage shall be primary insurance as respects the City of Newburgh, their officers, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the City, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.

10.11.3. Each insurance policy required by this section shall state that coverage shall not be canceled, except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City, ten (10) days' notice for non-payment of premium.

10.11.4. The City, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

10.12. Any deductible under any policy of insurance required in this section shall be the Contractor's liability.

10.13. Acceptance of certificates of insurance by the City shall not limit the Contractor's liability under the Contract.

10.14. If the City is damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the City for such damages.

10.15. Contractor's obligations to obtain and maintain required insurance are non-delegable duties under this Contract.

10.16. Contractor's insurances shall be primary in any suit by a third-party that names both the City and Contractor as defendants to an action.

10.17. Contractor waives and releases the City from any and all claims and liability or responsibility with respect to any losses covered by Contractor's insurance, including losses arising out of the inability to conduct business. Contractor agrees that its insurance companies shall have no right of subrogation against the City on account of this release.

11. MISCELLANEOUS

11.1. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

11.2. Contractor agrees to comply with all applicable Federal, State and City Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with 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, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, Contractor agrees that neither it nor its sub-Contractors shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any 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.

11.3. Contractor shall act in good faith to maintain a drug free workplace through the communication and enforcement of its safety-related policies. For the avoidance of doubt, it is the intention of the parties that the services provided under this Contract be performed by individuals who are not impaired by drugs or alcohol to the extent permitted by applicable law.

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

11.5. Contractor warrants that no officer or employee of the City of Newburgh has received, or shall receive, compensation from the Contractor or subcontractors for work

performed in the execution of this Contract, or for any architectural or engineering services, public or private, performed for the Contractor or its subcontractors.

11.6. This Contract shall be binding on, and inure to the benefit of, the successors and permitted assigns of the parties.

11.7. Contractor may not assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest therein, or its power to execute such Contract, to any other person, company or corporation, without written consent of the City. If this provision is violated, the City may revoke and annul the Contract and the City shall be relieved from all liability and obligations thereunder to the person, company or corporation to whom the Contractor shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the City.

11.8. Notice for either party may be served by delivering it in writing via any form of United States Postal Service that contains a tracking number, or by Federal Express, or by United Parcel Service, to the respective party and address as shown on the Contract page.

11.8.1. Notice served upon the City shall be delivered to:

City of Newburgh
attn.: City Manager
83 Broadway
Newburgh, New York 12550

11.8.2. Notice served upon Contractor shall be delivered to:

Simaren Corp. (d/b/a Wisdom Protective Services)
837 Old Country Road
Westbury, New York 11590

11.9. In the event of any claims made or any actions brought against the City in connection with the Contract, Contractor agrees to provide all information and assistance in the City's opinion that is reasonably necessary to defend such Claim.

11.10. The State courts located in New York State, County of Orange, shall have exclusive jurisdiction to adjudicate any disputes arising out of or relating to, this Contract. Each party hereto consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of the forum for any reason. Arbitration shall not be used to resolve any claims, controversies, or disputes between the parties.

11.11. This Contract shall be governed and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws principles that may apply.

DRAFT

11.12. This Contract constitutes the entire Contract between the parties with respect to the subject matter hereof and supersedes all other prior Contracts and understandings, both written and oral, between the parties with respect to the subject matter hereof. Any changes to this Contract may be amended by mutual consent of the parties hereto in writing.

11.13. This Contract may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

11.14. In the event that any provision of this Contract is held to be unenforceable under applicable law, this Contract will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

11.15. In recognition of the efforts expended by Contractor and the challenges presented in recruiting and retaining qualified personnel under this Agreement and to prevent circumvention of the service relationship between the parties, the City agrees that it will not engage or employ or utilize directly or indirectly in any capacity (e.g. as employee, manager, consultant, agent, volunteer, intern) to provide security services or security consulting any Contractor employee providing services under this Agreement, unless either (i) more than 12 months has elapsed since the individual has provided services to the City hereunder, or (ii) the Contractor expressly consents in writing; provided, however, that the foregoing prohibition will not apply to any individuals employed or utilized by the City within 12 months preceding the date they became employed by the Contractor.

12. CERTIFICATION FOR FEDERAL OR STATE AID CONTRACTS (IF APPLICABLE)

12.1. Should this Contract, or any portion thereof, be funded with federal or state aid, Contractor certifies, by signing this Contract, to the best of its knowledge and belief, that:

12.1.1. No federal or state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal or state agency, an elected member of federal or state government, an officer or employee of an elected member of federal or state government, in connection with the award of any federal or state contract, the making of any federal or state grant, the making of any federal or state loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.

12.1.2. If any funds other than federal or state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal or state agency, an elected member of federal or state government, an officer or employee of an elected member of federal or state government in

connection with this contract, the undersigned shall complete and submit a "Disclosure Form to Report Lobbying," in accordance with its instructions.

12.1.3. The signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):

12.1.3.1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal or state agency;

12.1.3.2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal or state agency within the past three years;

12.1.3.3. Does not have a proposed debarment pending; and

12.1.3.4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
[Signature and Acknowledgment Pages to Follow]

DRAFT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

DATED: _____, 2024

CITY OF NEWBURGH

By: _____
Name: Todd Venning
Title: City Manager
Per Res. No.: _____-2024

DATED: _____, 2024

SIMAREN CORP.
(d/b/a Wisdom Protective Services)

By: _____
Name: Kay Simaren
Title: President/CEO

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
[Acknowledgment Page to Follow]

DRAFT

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

On the ____ day of _____, in the year 2024, before me personally appeared Todd Venning, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

STATE OF _____)
) ss.:
COUNTY OF _____)

On the _____ day of _____, in the year 2024, before me personally appeared Kay Simaren, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

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[Schedules to Follow]

DRAFT

SCHEDULE A (for attachment)

SCHEDULE B (for attachment)

DRAFT

Schedule A

City of Newburgh
Orange County, New York

Solicitation # 16.24

Request for Proposal (RFP)

for

Security Guard Services

Date of Submission:

Wednesday August 21, 2024

Proposals to be received by 11:00 a.m.

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1. Introduction

The City of Newburgh, NY ("City") requests proposals from qualified, experienced, and licensed contractors ("Contractor") for professional guard security services at City sites. The successful Contractor will be required to provide appropriately trained professional security personnel as well as requisite equipment to perform security services of the highest quality.

The City requires Security Guards for:

Number of Guards	Location	Workday	Shift	Period
1	City Hall, 83 Broadway, Newburgh, NY 12550	Monday-Friday	8:30am–4:30pm 8 hours	All Year
1	Old Court House Building, 123 Grand St., Newburgh, NY 12550	Monday-Friday	8:30am–4:30pm 8 hours	All Year
#1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550	Monday-Friday	4pm–10pm 6 hours	May 1 – Nov. 1
#1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550	Saturday & Sunday	8am-4pm 8 hours	May 1 – Nov. 1
#1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550	Saturday & Sunday	4pm-10pm 6 hours	May 1 – Nov. 1
**1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550 Aquatic Center	Monday-Friday	8am-4pm 8 hours	May 24-Sept. 14 2025
**1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550 Aquatic Center	Monday-Friday	4pm-12am 8 hours	May 24-Sept. 14 2025
**1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550 Aquatic Center	Monday-Friday	12am-8am 8 hours	May 24-Sept. 14 2025
**1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550 Aquatic Center	Saturday & Sunday	8am-4pm 8 hours	May 24-Sept. 14 2025
**1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550 Aquatic Center	Saturday & Sunday	4pm-12am 8 hours	May 24-Sept. 14 2025
**1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550 Aquatic Center	Saturday & Sunday	12am-8am 8 hours	May 24-Sept. 14 2025

These services may start in 2025 depending on when the award is made.

**Starting in May 2025 (approximate), guard services will be needed for the newly constructed Aquatic Center at Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550. The guard services will be required starting May 24 – September 14, 2025, seven (7) days a week and 24 hours a day.

The City of Newburgh is located about 60 miles north of New York City on the western side of the Hudson River in Orange County, New York. It is a small, densely settled community of 3.8 square miles bounded by the Town of Newburgh on the west and north, the Hudson River on the east and Town of New Windsor on the south. The population estimate as of July 2022 is 28,501.

2. Contractor Qualifications

- Contractors are advised that the City's intent in having the requirements listed below is to ensure that only qualified, reliable, Contractors perform the work. The Contractor shall have the burden of demonstrating to the satisfaction of the City that it can perform the work required. The City retains the right to request any additional information pertaining to the Contractor's ability, qualifications, financial capacity, financial stability, and procedures used to accomplish all work as it deems necessary to ensure reliable, responsible, safe, and satisfactory work. A Contractor shall meet the following qualifications set forth below. Failure to meet any of the qualifications in whole or in part may result in the rejection of the proposal and the Contractor being found non-responsive at the discretion of the City.
- The Contractor is licensed to do business in New York State.
- The Contractor must provide evidence of having provided the requested services previously to a New York municipality or agency.
- The Contractor shall provide evidence that it has maintained an organization capable of performing the work described herein for at least the three (3) years prior to the proposal opening date. The Contractor must provide evidence that it meets this requirement.
- The Contractor shall provide evidence that it has a valid Watch, Guard or Patrol agency license issued by the New York State Department of State.
- The Contractor must provide uninterrupted Security Guard coverage. The Contractor must have a procedure in place for a guard to communicate both tardiness and absence in a fashion that allots sufficient time for a replacement guard of equal or better qualification(s) to be retained for the shift in question without any additional cost to the City.
- Guards will be paid following the NYS Department of Labor Prevailing Wage Schedule (as of 7/1/2024) and as may be amended.
- The Contractor will provide Prevailing Wage Payroll forms with each submitted invoice.
- The Contractor shall be required to procure, at its sole cost and expense, all required insurance. Proof of required Insurance shall be provided at the time of proposal submission. The awarded Contractor shall maintain all required insurances throughout the term of the contract.
- The Contractor, at their own cost, shall provide for guard uniforms and standard equipment.

3. Scope of Services

The City has the right to request the Contractor to retain current Security Guard(s) personnel. The City seeks affirmative confirmation from the Contractor about whether it will retain the current Security Guard Joseph Bonilla assigned to the Old Court House Building, 123 Grand St site and Peter Oates assigned to City Hall 83 Broadway site.

Number of Guards	Location	Workday	Shift	Period
1	City Hall, 83 Broadway, Newburgh, NY 12550 **Security Guard (Peter Oates)**	Monday-Friday	8:30am–4:30pm 8 hours	All Year
1	Old Court House Building, 123 Grand St., Newburgh, NY 12550 **Security Guard (Joseph Bonilla)**	Monday-Friday	8:30am–4:30pm 8 hours	All Year
#1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550	Monday-Friday	4pm–10pm 6 hours	May 1 – Nov. 1
#1	Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550	Saturday & Sunday	8am-4pm 8 hours	May 1 – Nov. 1
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These services may start in 2025 depending on when the award is made.

**Starting in May 2025 (approximate), guard services will be needed for the newly constructed Aquatic Center at Delano Hitch Recreation Park, Washington St., Newburgh, NY 12550. The guard services will be required starting May 24 – September 14, 2025, seven (7) days a week and 24 hours a day.

- **Guards will be paid at the current (7/1/2024) Prevailing Wage including Supplemental Benefits and as may be amended.**
- The Contractor shall provide Security Guards that meet, at least, the following minimum requirements:

Minimum Requirements

- High School Diploma or GED
- Minimum six months' experience as a New York State DOS registered Security Guard
- Minimum 18 years of age
- Able to communicate with visitors and prepare incident reports in English
- Able to speak, read and write in English
- Physically capable of performing the essential duties of the position, with or without reasonable accommodation.
- Have a valid and current DOS Security Guard registration
- Have a copy of the current DOS Photo ID card and Certification of Compliance on file with Contractor
- Completed all DOS registration and DCJS Security Guard training
- Any additional site-specific requirements as determined by the City
- Any additional specific training and certifications such as AED (Automated External Defibrillator) as determined by the City.

Higher Level Requirements

All minimum requirements plus;

One or more of the following:

- Two years of prior Military experience on active duty, and no type of military discharge that renders such Security Guard unsuitable for the position for which he or she is intended.
- Two years of experience as a member of the National Guard or Military Reserves
- Two years of full-time experience as a Police Officer, Probation Officer, or Corrections Officer
- Three years of full-time experience as a DOS registered New York State Security Guard
- Two years of experience as a Security Guard Supervisor
- An Associate's or Bachelor's degree in Criminal Justice

Minimum Guard Responsibilities

- Visibly display the DOS Photo ID on the Security Guard's person at all times while on duty
- Protect offices, buildings, grounds and occupants against potential incidents and evacuations which may include but is not limited to fire, disruptive activity, violent storm, vandalism, theft,

loitering, trespass, burglaries, unlawful entry, bodily harm, building system malfunctions and deficiencies, etc.

- Report any serious incidents promptly to the police, fire department or appropriate emergency personnel in response. As necessary sound any mechanical or electronic alarms in order to alert responsible parties to potential danger.
- Document any issues in a logbook
- Review logbook for issues that may have occurred on a previous shift and may require action. Action may include advising the appropriate Security Guard of the reported potential risks and responsibilities.
- Monitor and protect all entrances including, but not limited to, checking ID's, ensuring visitors sign-in and sign-out, observing, and screening visitors, escort duties, etc.
- Confiscate contraband and or distribute receipts to persons for items such as weapons, tools, scissors, and other prohibited items. Log all items and report incidents to City Management for appropriate action.
- Perform routine internal and external walking tour of the building and grounds to assure that all entrances are secured and log any changes or issues
- Inspection of all fire suppression equipment including, but not limited to, extinguishers, emergency lights, and fire hoses on a monthly basis to ensure good working order. If a deficiency is identified, the Security Guard must immediately inform City Management.
- Ensure compliance of building and ground rules including, but not limited to, restricting food or drinks in a building, cell phone restrictions, etc.
- Attempt to diffuse situation with hostile persons or escort unruly or disruptive persons from premises. If the effort is unsuccessful, call the appropriate emergency contacts.
- Report directly to the City Police Department
- Must be able to communicate with law enforcement personnel, other State, and city agencies as well as City Management
- Interface with third parties including, but not limited to, building security (i.e. New York State Troopers), emergency service personnel and building fire and safety personnel while functioning as a first and primary responder in all fire and safety issues
- Answer questions and give directions to visitors to assist them in finding appropriate offices and services.

<u>Higher Level Guard Responsibilities</u>

All minimum responsibilities and;

- Must possess demonstrated administrative capabilities to oversee various locations and the ability to interface with City Management.
- Overall responsibility for all Security Guards at each individual location
- Ensure all Security Guards are present and on post during operating hours
- Ensure all Security Guards are properly trained and familiarized with security procedures and operations
- Ensure all Security Guards are equipped with appropriate equipment
- Ensure all Security Guards maintain professional and courteous standards

4. Event Timelines

Event	Timeframe
1. RFP Publish	Friday July 19, 2024
2. Question Period	Until Wednesday August 7, 2024 by 11:00 a.m.
3. RFP Submission Date	Wednesday August 21, 2024 at 11:00 a.m.
4. RFP Opening (Non-Public)	Wednesday August 21, 2024 at 11:15 a.m.

5. Submission Requirements

Contactor Experience and Qualifications (Three page limit)
Completed Bid Submission Form (Signed)
Completed Proposer Acknowledgement Form (Signed)
Completed Non-Collusion Bidding Affidavit (Signed and Notarized)
Contractor Company W-9
Proof of Insurance Coverage
One original and two copies of submitted proposal
One Digital Copy of Proposal (Flash Drive)
All submitted proposals must be clearly marked as "#16.24 – "Security Guard Services"

- **Deadline for submission is Wednesday August 21, 2024 at 11:00 a.m.**
- Contractor proposals must contain and indicate compliance of the following information which shall be outlined in the order read below:
- A Contractor, when submitting a proposal, must be responsive. A responsive proposal is defined as submitting a complete proposal as required by this solicitation.
- A Contractor, when submitting an offer, must not be on a New York State or Federal Debarment list. This is defined as being a responsible Contractor. Any Contractor included on these debarment lists is ineligible for an award.
- Contractors are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of the RFP may cause a proposal to be rejected. Submission of a proposal in response to this RFP constitutes acceptance of all requirements outlined in the RFP.
- The original proposal must be prepared on 8-1/2" x 11" paper using a font no smaller than 11-point with one-inch margins. Each page of the submission must be numbered in a manner so that it can be uniquely identified. Legibility, clarity, and completeness are required.
- The proposal must be signed by each individual Contractor or its authorized representative having the authority to legally bind the Contractor. The proposal shall also contain a statement that the proposal, including all bid prices, contained therein shall remain firm and irrevocable for a period of ninety (90) days following the City's receipt of such proposal and the award of the contract.
- All proposals are to be submitted sealed.
- The Contractor must provide proof of experience, qualifications, capabilities, references, licenses, procedures, and training policies.

- The Contractor must provide proof of required insurances.

Type of Coverage	Limit of Coverage
Worker's Compensation	Statutory
Employer's liability	$1,000,000
or similar insurance	each occurrence
Automobile liability	$1,000,000
	aggregate
Bodily Injury	$2,000,000
	each occurrence
Property Damage	$1,000,000
	each occurrence
Comprehensive General	$1,000,000
Liability, including	aggregate
Broad form contractual	$2,000,000
Liability, bodily injury	each occurrence
and property damage	
Professional liability	$1,000,000
(If commercially available	aggregate
for your profession)	$2,000,000
	each claim

- The Contractor must submit the Bid Submission Form (attached).
- The Contractor must submit the Proposer Acknowledgement Form (attached).
- One original and two copies of submitted proposal.
- One digital copy (USB Flash Drive) containing an Adobe Portable Document Format (PDF) version of all proposal materials must also be provided.
- Completed Non-Collusion Bidding Affidavit (attached).
- Company W-9
- Iran Divestment Act: By submission of a proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Vendors Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

- All bids must be clearly marked as "#16.24 –"Security Guard Services".

- Send sealed proposals to:

City of Newburgh
City Hall, Office of the Comptroller
Attn: Robert Van Vlack, City Purchasing Agent
83 Broadway
Newburgh, New York 12550

- The City will accept all sealed proposals that either are received by hand delivery or mailed. No electronic submissions.
- All received bids will be initialed, dated and time recorded by Purchasing/Comptroller. Date and time will be recorded from an office computer or mobile (cell) phone.
- **Deadline for proposal submission is Wednesday August 21, 2024 at 11:00 a.m.**
- **Responses that miss the deadline will not be considered.**

6. Question and Answer Period (Contacts)

The question submission period will be open until Wednesday August 7, 2024 by 11:00 a.m.

- All questions regarding this Request for Proposal (RFP) must be submitted in writing to the following:

Robert Van Vlack – City Purchasing Agent at rvanvlack@cityofnewburgh-ny.gov or submitted through the solicitation on bidnetdirect.com.

- Any impermissible contact with any other City officer or employee regarding the RFP during the procurement period shall result in the rejection of any such Contractor's proposal. Contractors shall communicate in writing only.
- The City Purchasing Agent will review, acknowledge, and respond to all questions as quickly as possible.

7. Proposal Opening

No public opening will be held. The closed event will be on Wednesday August 21, 2024 at 11:15 a.m.

The Purchasing Agent (or designee) is the lead for the RFP opening. Other attendees will be requested by the Purchasing Agent.

- The published Proposal Opening document will contain the following information:
  A. The Solicitation Number.
  B. Date and time of opening.
  C. Attendees.

D. Name of each bidder.

- The Bid Opening results will be published on bidnetdirect.com. The City is a participant in the Empire State Purchasing Group.

8. Evaluation Criteria, Scoring, and Selection

- The information requested through this RFP is necessary for the City of Newburgh to adequately evaluate any proposal. Applicants are urged to submit proposals as complete as possible on their initial submission. Failure to supply the requested information may result in the rejection of the proposal.

- Each Contractor is responsible for carefully examining all RFP documents and thoroughly familiarizing themselves with each of the City's requirements prior to its submission of a proposal to ensure that its responses are following the RFP.

Weighted Factors:

- **(60%)** The Contractor's experience and qualifications, demonstrated ability to fulfill the requirements of the proposal, plan for providing guards, training policies, ease of integration with current City procedures and policies, technical ability, knowledge of laws and regulations as they apply to the City and the services to be provided, resumes of key members of the team, references, and other factors, which the City considers relevant.
- **(15%)** Confirmation from Contractor agreeing to retain current guards at City Hall (83 Broadway) and 123 Grand Street sites.
- **(25%)** The Contractor Total Rate bid. The Total Rate equals Prevailing Wage (paid to guard) + Supplemental Benefit (paid to guard) + Contractor Markup.

TOTAL = 100%

- Each proposal will be evaluated based on the information submitted. The proposals will be evaluated by a selected City team.
- The final evaluation, containing scoring and selection, will be published on bidnetdirect.com.
- Award will be to the highest scoring Contractor based on overall best value.

9. Contract Term

- The contract term will be for three (3) years with the possibility of two (2) one year extensions.
- The Successful Contractor must sign the City of Newburgh "Agreement for Vendor Services".
- The Successful Contractor must provide insurance coverage as outlined in Section 5 of this RFP, naming the City of Newburgh as an additional insured.
- The contract is subject to approval by the City Council of the City of Newburgh and City Manager signature.

10. Payment and Pricing Terms

- All payments are managed according to the City Accounts Payable (AP) Process.
- Invoices and Prevailing Wage Payroll Form must be sent to apinvoices@cityofnewburgh-ny.gov.
- Prevailing Wage Payroll Form must be completed and sent with invoice.
- Invoices are payable within 30 days of receipt of an approved invoice.

11. Terms and Conditions

- The City may, at its option, interview prospective proposers as part of this selection process. However, selection may take place without such interviews. Therefore, applicants are urged to present proposals that are as complete as possible upon initial submission.
- The City reserves the right to amend its evaluation criteria at any point, at its sole discretion.
- The City may terminate the RFP process at any time for any reason.
- The City reserves the right to reject any and/or all proposals.
- The City has no obligation to discuss its reasons for selecting, accepting, or rejecting any proposals with the proposer or representatives of said proposer, but will entertain such requests.
- The issuance of the RFP does not obligate the City to select a proposal and/or enter into any agreement. Any submission does not constitute business terms under any eventual agreement.
- This RFP does not in any way commit the City to reimburse respondents for any costs associated with the preparation and submission of proposals.
- The proposal chosen will be one that represents the best value to the City.
- The Contract will need the approval of the Newburgh City Council and signed by the City Manager.

12. Additional Considerations

Justice, Equity, Diversity, and Inclusion are core values to the City of Newburgh, where there is a strong commitment to establishing and maintaining an environment free of discrimination. These values are promoted through the daily practice of professionalism, respect, acceptance and understanding. As such, City residents along with women, minorities, individuals with disabilities, members of the LGBTQ community, and veterans are encouraged to apply. Minority and Women-owned Business Enterprises ("MBW/WBE"), small and disadvantaged businesses are encouraged to apply.

13. Forms and Attachments

- Bid Submission Form
- Proposer Acknowledgement Form
- Non-Collusion Bidding Affidavit
- PRC #2024500020
- Prevailing Wage Payroll Form

BID SUBMISSION FORM

REQUEST FOR PROPOSALS RFP #16.24

SECURITY GUARD SERVICES

FOR THE

CITY OF NEWBURGH, NEW YORK

I (We) hereby submit the following Total Rate Bid for consideration by the City of Newburgh. The Total Rate will be the Contractor charge rate per hour. **The Total Rate equals Prevailing Wage (paid to guard) + Supplemental Benefit (paid to guard) + Contractor Markup.**

(We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this RFP as presented without reservation or alteration.

GUARD TOTAL RATE (per hour): _____

COMMENTS: _____

COMPANY NAME _____

COMPANY ADDRESS _____

PHONE NO. _____ EMAIL ADDRESS _____

SUBMITTED BY/DATE _____

(SIGNATURE IN BLUE INK)

PRINT NAME / TITLE _____

PROPOSER ACKNOWLEDGEMENT FORM

REQUEST FOR PROPOSALS RFP #16.24

SECURITY GUARD SERVICES

FOR THE

CITY OF NEWBURGH, NEW YORK

I (We) hereby propose Security Guard Services for the City of Newburgh, New York as requested by the City in accordance with the RFP Solicitation #16.24. By signing and submitting this Form for consideration by the City of Newburgh, I (We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this RFP as presented without reservation or alteration.

COMPANY NAME _____

COMPANY ADDRESS _____

PHONE NO. _____ EMAIL ADDRESS _____

SUBMITTED BY _____

(SIGNATURE IN BLUE INK)

PRINT NAME / TITLE _____

DATE _____

NON-COLLUSION BIDDING AFFIDAVIT

CITY OF NEWBURGH

STATE of)
) SS:
County of)

I, _____ of the (Town, Village, City) of _____ in the County of _____ and the State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am _____, an officer of the firm of _____the bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh, NY as Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by _____.
(Name of Contractor)

Subscribed and sworn to: _____
(Signature of Affiant above in ***BLUE*** Ink; type or print name/title below)

Name: _____ Title: _____

before me this _____ day

of _____, 20__

_____
Notary Public of

My commission expires: _____

AFFIX NOTARY SEAL OR STAMP IN THIS BOX

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS

Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Newburgh, NY

Robert Van Vlack, Purchasing Agent
83 Broadway
4th Floor
NEWBURGH NY 12550

Schedule Year 2024
Date Requested 05/20/2024
PRC# 2024500020

Location City of Newburgh
Project ID# 16.24
Occupation Type(s) Guards, Security

PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The Schedule is effective from July 2024 through June 2025. All updates or corrections, are posted on the 1st business day of each month. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website, www.labor.ny.gov. Future copies of the annual determination are also available on the Department's website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars ($1,500.00).

Building service employee includes, but is not limited, to, watchman, guard, doorman, building cleaner, porter, handyman, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

Responsibilities of the Public Agency

A Public Agency means the state, any of its political subdivisions, a public benefit corporation, a public authority or commission or special purpose district board appointed pursuant to law, and a board of education.

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer (NOTE: The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city).

A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

In response to each filing, the Bureau of Public Work will assign a Prevailing Rate Case (PRC) number to each building service contract, and will issue a Prevailing Wage Schedule setting forth the wage rates required to be paid for work performed and the expiration date of those rates. If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

The Public Agency must include in the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contactor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Upon the awarding of the contract, the law requires that the Public Agency furnish the following information to the Bureau of Public Work: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Bureaus "Notice of Contract Award" form (PW 16.9) is provided with the original Prevailing Rate Schedule. The Public Agency is required to notify the Bureau of the completion or cancellation of any public work building service contract. The Bureaus PW 200.9 form is provided for this purpose.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rate. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times his prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule provided with the awarded contract. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage or in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

The Commissioner of Labor makes an annual determination of the prevailing rates, which is in effect from July 1st through June 30th of the following year. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

If a prime contractor on a public work contract has not been provided with a Prevailing Rate Schedule, the contractor must notify the Public Agency who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work.

Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us. www.labor.ny.gov.

Upon receiving the original schedule, the Public Agency is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification. Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, by are not limited to time cards, work description sheets, proof that supplements were provided, canceled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 9, Section 237 of the Labor Law. The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Law, Article 9. Section 237).

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work contract failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 235.2 of the Labor Law to so notify the financial officer of the Public Agency that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Public Agency shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work contract.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 9, Section 231-7a, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 9, Section 239-1).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 9, Section 239-2).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of $50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 9, Section 239-3).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 9, Section 239-4).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Newburgh, NY

Robert Van Vlack, Purchasing Agent
83 Broadway
4th Floor
NEWBURGH NY 12550

Schedule Year 2024
Date Requested 05/20/2024
PRC# 2024500020

Location City of Newburgh
Project ID# 16.24
Occupation Type(s) Guards, Security

Notice of Contract Award

New York State Labor Law, Article 9, Section 231.5 requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16.9, which may be photocopied), MUST be completed for EACH prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this building service contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Amount of Contract: $_____ Occupation(s): _____

Approximate Starting Date: ___/___/___ _____

Approximate Completion Date: ___/___/___ _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Introduction to the Prevailing Rate Schedule

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars ($1,500).

Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

A supplemental benefit of 'paid time off' shall be provided as paid leave, or converted to an hourly value paid to the employee. If 'paid time off' is converted to an hourly monetary value, such an amount is to be paid in addition to any other hourly supplements required by this schedule.

The hourly value for 'paid time off' would be calculated as follows: hourly wage rate X 8 hours per day X total number of paid days off divided by 2080 hours. For example: $16.00 per hour wage rate X 8 hours per day = $128.00; $128.00 X 5 paid days off = $640.00; $640.00 divided by 2080 hours = $0.31 per hour. The $0.31 per hour amount would be in addition to any other required supplemental monetary amount paid.

All 'paid time off' provided to part-time employees, shall be prorated (divided, distributed, or assessed proportionately) based on fulltime equivalent hours.

The amount of 'paid time off' for part-time employees, would be calculated as follows: number of part-time weekly hours divided by 40 fulltime weekly hours = percentage of 'paid time off' for part-time employee. For example: a fulltime employee works 40 hours per week and a part-time employee works 30 hours per week (30 hours divided by 40 hours = .75); if a fulltime employee is provided 5 paid vacation days (5 X .75 = 3.75), a part-time employee would be provided 3.75 paid vacation days.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: *For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".*

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12226

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Orange County Article 9

Guards, Security **07/01/2024**

JOB DESCRIPTION Guards, Security **DISTRICT** 10

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour:	07/01/2024
	$ 22.44

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour: $ 2.44

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(I)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays
(S)	Two and one half times the hourly rate for Holidays

(S1)	Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
(T)	Triple the hourly rate for Holidays
(U)	Four times the hourly rate for Holidays
(V)	Including benefits at SAME PREMIUM as shown for overtime
(W)	Time and one half for benefits on all overtime hours.
(X)	Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day
(28)	Easter Sunday

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: (Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone Fax

E-Mail:

2. NY State Units (see Item 5).

- ☐ 01 DOT
- ☐ 02 OGS
- ☐ 03 Dormitory Authority
- ☐ 04 State University Construction Fund
- ☐ 05 Mental Hygiene Facilities Corp.
- ☐ 06 OTHER N.Y. STATE UNIT
- ☐ 07 City
- ☐ 08 Local School District
- ☐ 09 Special Local District, i.e., Fire, Sewer, Water District
- ☐ 10 Village
- ☐ 11 Town
- ☐ 12 County
- ☐ 13 Other Non-N.Y. State (Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Fuel Delivery
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: https://apps.labor.ny.gov/EDList/searchPage.do

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 06/28/2024

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		ADESUWA UWUIGBE		320 THROOP AVENUE APT #3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	DOL		CHARLES AIBANGBEE		320 THROOP AVE APT #3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	NYC	*****5732	COMMERCIAL BUILDING MAINTENANCE CORPORATION		65 BILTMORE DR MASTIC BEACH NY 11951	03/14/2022	03/14/2027
DOL	NYC		DAVID PARSONS		200 OAK DR SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL	*****8011	ECOA CLEANING CONTRACTORS INC		320 THROOP AVENUE APT# 3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	05/17/2021	05/17/2026
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		935 S LAKE BLVD SUITE 7MAHOPAC NY 10541	05/17/2021	05/17/2026
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		935 S LAKE BLVD SUITE 7MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		RUSSELL NEEDHAM		532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027
DOL	DOL	*****7007	SHOREFRONT MENTAL HEALTH BOARD	BROOKLYN BRIGHT	532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027

U.S. Department of Labor
Wage and Hour Division

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

WHD
WAGE AND HOUR DIVISION
Revised December 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

ADDRESS

OMB No. 1235-0008
Expires 09/30/2026

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

Schedule B

BID SUBMISSION FORM

REQUEST FOR PROPOSALS RFP #16.24

SECURITY GUARD SERVICES

FOR THE

CITY OF NEWBURGH, NEW YORK

I (We) hereby submit the following Total Rate Bid for consideration by the City of Newburgh. The Total Rate will be the Contractor charge rate per hour. **The Total Rate equals Prevailing Wage (paid to guard) + Supplemental Benefit (paid to guard) + Contractor Markup.**

(We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this RFP as presented without reservation or alteration.

GUARD TOTAL RATE (per hour): $32.69

COMMENTS: _____

COMPANY NAME Simaren Corp. dba. Wisdom Protective Services

COMPANY ADDRESS 837 Old Country Rd. Westbury, NY 11590

PHONE NO. [redacted] EMAIL ADDRESS [redacted]

SUBMITTED BY/DATE 8/19/2024

(SIGNATURE IN BLUE INK)

PRINT NAME / TITLE Kay Simaren, Executive Director

RESOLUTION NO.: 243 - 2024

OF

NOVEMBER 12, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SYN-TECH SYSTEMS, INC. AND AMERICAN PETROLEUM EQUIPMENT & CONSTRUCTION COMPANY, INC. FOR THE PURCHASE OF FUELMASTER FUEL MANAGEMENT EQUIPMENT AND SERVICES AT A COST OF $16,668.75

WHEREAS, the City of Newburgh proposes to execute an agreement with Syn-Tech Systems, Inc. and American Petroleum Equipment & Construction Company, Inc. for the purchase of Fuelmaster fuel management equipment and services; and

WHEREAS, the proposal includes costs of equipment, installation, and the first year of a cloud-based subscription software service; and

WHEREAS, the cost for the equipment and services will be $16,668.75, with funding derived from A.5132.0448.0000.0000 – Other Services; and

WHEREAS, the City Council has reviewed the annexed estimate and has determined that purchasing such equipment and services would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Syn-Tech Systems, Inc. and American Petroleum Equipment & Construction Company, Inc. for the purchase of Fuelmaster fuel management equipment and services at a cost of $16,668.75.

#243-24

american petroleum
equipment & construction
Naturally, leading the way

63 Orange Avenue
Walden, NY 12586
(845) 778-5110
service@apecco.biz

Estimate

ESTIMATE#	24306848
DATE	12/13/2023
PO#	

CUSTOMER	SERVICE LOCATION
City Of Newburgh DPW George 88 Pierces Rd Newburgh , NY 12550 (845) 565-3297	City Of Newburgh DPW George City Of Newburgh DPW 88 Pierces Rd Newburgh, NY 12550 (845) 565-3297

DESCRIPTION

Remove the existing Legacy FMU head; supply and install a new FMLive Upgrade utilizing the existing FMU power and wiring to the dispensers.
- New pedestal head - base is left in place
- 1st Year subscription for FM Live Cloud Based Services (Following years will be billed directly by Fuelmaster)
- Cellular connectivity

Fuelmaster support will provide the database conversion to the cloud based software, training on the new software, and web access.

Estimate

Description	Qty	Rate	Total
Day Rate for Service Crew	1.00	2,200.00	2,200.00
FMLive Upgrade with Cellular Connectivity, Prokee Reader (UPG5710)	1.00	7,894.00	7,894.00
1st Year Subscription to FMLive Services with Cellular Connectivity	1.00	2,988.00	2,988.00
FMLive Setup & Activation	1.00	700.00	700.00
FMLive Project Management	1.00	366.75	366.75
FMLive Database Construction and Conversion	1.00	2,350.00	2,350.00
FMU Shipping Charges	1.00	170.00	170.00

CUSTOMER MESSAGE

Estimate Total: $16,668.75

PRE-WORK SIGNATURE

Signed By:

CONTRACT

CITY OF NEWBURGH / SYN-TECH SYSTEMS, INC. / AMERICAN PETROLEUM EQUIPMENT & CONSTRUCTION COMPANY, INC.

This contract ("Contract"), made effective on the latest date signed by the parties referenced herein, is made by and between the City of Newburgh, a municipal corporation, with an address of 83 Broadway, Newburgh, New York 12550, Syn-Tech Systems, Inc., with an address of 100 Four Points Way, Tallahassee, Florida 32305, and American Petroleum Equipment & Construction Company, Inc., with an address of 63 Orange Avenue, Walden, New York 12586, on terms and conditions set forth as follows:

1. **APPLICABILITY.** These Terms and Conditions of Sale (the "Terms and Conditions") apply to the purchase of products, the license of software and the provisions of ancillary services related thereto (collectively the "Products") by the City of Newburgh, with an office address of 83 Broadway, Newburgh, New York 12550 (hereafter "Buyer") from Syn-Tech Systems, Inc., with an office address of 100 Four Points Way, Tallahassee, Florida 32305 (hereafter "Seller"), and American Petroleum Equipment & Construction Company, Inc., with an address of 63 Orange Avenue, Walden, New York 12586 ("Seller's Subcontractor"), pursuant to a quotation, purchase order or other order acknowledgement and related attachments (herein collectively the "Purchase Order"). Buyer accepts these Terms and Conditions by signing and returning Seller's quotation, by sending a purchase order in response to the quotation, or by Buyer's instructions to Seller to ship the Products (or any portion thereof). No terms, conditions or warranties other than those identified in the quotation or purchase order (and which do not conflict with these Terms and Conditions) and no agreement or understanding, oral or written, in any way purporting to modify these Term and Conditions whether contained in Buyer's purchase order or shipping release forms, or elsewhere, shall be binding on Seller unless hereafter made in writing and signed by Seller's authorized representative. Buyer is hereby notified of Seller's express rejection of any terms inconsistent with these Terms and Conditions or to any other terms proposed by Buyer not included herein or the Purchase Order. All references in this document to "Seller" shall include Syn-tech Systems, Inc. and / or any parent, subsidiary or affiliate of Syn-tech Systems, Inc. (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer, Seller, and Seller's Subcontractor may be referred to individually as a "Party" and collectively as "Parties". As used herein, "Agreement" means these Terms and Conditions and the applicable Purchase Order (to the extent that the Purchase Order does not conflict with these Terms and Conditions).

2. **CONFLICT OF TERMS.** All sales to Buyer are subject to these Terms and Conditions, which shall prevail over any inconsistent terms of Buyer's Purchase Order or other documents. No modification or alteration of these Terms and Conditions shall result by Seller's shipment of goods following receipt of Buyer's Purchase Order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms and Conditions are binding on the Parties, their successors, and

permitted assigns.

3. **PRICE.** Prices in any quotation from Seller are subject to change upon notice sent to Buyer at any time before the Purchase Order has been accepted by Seller. Prices for Products covered by this Agreement may be adjusted by Seller (herein a "Price Adjustment"), upon notice to Buyer (herein an "Adjustment Notice") at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) or any surcharge or other cost increase incurred by Seller after issuance of the applicable Purchase Order. Upon an Adjustment Notice, Buyer shall, within thirty (30) days following the Adjustment Notice, either accept the price adjustment or reject the price adjustment. Upon rejection of the Price Adjustment, either Party to this Agreement may terminate this Agreement; provide however that Buyer will pay to Seller all amounts due through the date of termination. All stated prices are exclusive of any taxes, fees, duties, and levies, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement (collectively, "Taxes"). Any Taxes related to the Products purchased pursuant to this Agreement are the responsibility of Buyer (excluding taxes based on Seller's net income), unless Buyer presents an exemption certificate acceptable to Seller and the applicable taxing authorities. If possible, Seller will bill Taxes as a separate item on the invoice presented to Buyer. If any exemption certificate presented by Buyer is held to be invalid, then Buyer will pay Seller the amount of the Tax and any penalties and interest related thereto.

4. **INVOICE; PAYMENT.** Seller shall be entitled to invoice Buyer upon the earlier to occur of (i) shipment of the Products or (ii) completion of services relating thereto (as applicable). Without in any way limiting the terms of the immediately preceding sentence, payment of license fees and of services relating to FMLive (and whether such are one-time (non-recurring) fees or annually recurring fees) shall be paid upon the shipment of the Products (FMUs). Unless otherwise set forth in the Purchase Order, Buyer will pay all invoiced amounts within thirty (30) days following the date of Seller's invoice. Unpaid amounts will accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) per month and the maximum rate permitted by applicable law, from due date until paid, plus Seller's reasonable attorney fees, costs and expenses of collection. Seller reserves all other rights granted to a seller under the Uniform Commercial Code ("UCC") for Buyer's failure to pay for the Products or any other breach by Buyer of these Terms and Conditions. In addition to all other remedies available to Seller (which Seller does not waive by the exercise of any rights hereunder), Seller may suspend the delivery of any Products if Buyer fails to pay any amounts when due and the failure continues for five (5) days following Buyer's receipt of notice thereof. Buyer may not withhold payment of any amounts due and payable as a set-off of any claim or dispute with Seller, regardless of whether relating to Seller's breach, bankruptcy, or otherwise.

5. **DELIVERY.** All delivery dates are approximate. Seller will use commercially reasonable efforts to fill orders according to the delivery dates acknowledged by Seller. Delivery may be made in installments. Default or delay by Seller in shipping or delivering the whole or any part or installment of the goods or services under this contract shall not affect any other portion thereof. In no event shall Seller be liable for any claims for labor or for any special, indirect, incidental, or consequential damages including, but not limited to, demurrage charges, cost of shipment, downtime, lost profits (whether direct or indirect), lost sales, or any other damages

resulting from delay in delivery.

6. **SHIPMENT AND RISK OF LOSS.** Unless otherwise agreed in writing, Seller may, in its sole discretion, select the shipping method, the carrier and the applicable freight charges. Title to the Products and risk of loss to the Products shall pass to the Buyer at the point of shipment from Seller's facility, whether freight prepaid or freight collect to destination, regardless of which party selects the carrier and arranges the freight charges or particulars of shipment. Risk of loss for damage or delay in transit shall be borne by Buyer. Buyer shall file and pursue any claims directly with the carrier related to loss, damage or delay in transit, and Buyer shall not assert such claims against Seller or deduct from amounts owing to Seller.

7. **WARRANTY; ADDITIONAL MAINTENANCE SERVICES.** Seller provides a manufacturer's warranty covering Seller's products and services for either fifteen (15) months from the date of shipment or for twelve (12) months from the date of installation, whichever period ends first (the "Covered Period"). At the conclusion of the Covered Period, the parties may agree to implement a maintenance plan at a grade determined by Buyer.

8. **LICENSE GRANTS.**

   a. By Seller. Subject to the terms and conditions of this Agreement and the End User License Agreement (herein the "EULA") which must be accepted by Buyer prior to access to the Seller's Software Applications and prior to use of the Products, and during the term only, Seller will grant to Buyer and Buyer accepts from Seller, a non-exclusive, non-transferable, non-assignable, worldwide right and license to access and use: (a) the Software Application(s), along with all associated database and other applications that are used to support the functionality of such Software Applications; (b) the server(s) on which Seller has installed the Software Applications for Buyer's use (herein the "Host Server") and (c) the intellectual property, including software and applications that are included as part of the equipment comprising the Products (herein the "Equipment Software") (the equipment, the Equipment Software, the Host Server and the Software Applications, being herein collectively referred to as the "System"); (c) any then-current published guides for the Software ("Documentation"); and (d) all equipment and connections maintained by Seller or its hosting subcontractor solely to allow Buyer to access the System and the Documentation (collectively with the System and the Documentation, the "Service") in order to enable Buyer to upload, manage, process, and distribute certain information and data related to Buyer's fuel utilization, inventories and fleet management data.

   b. By Buyer. Subject to the terms and conditions of this Agreement, Buyer hereby grants to Seller, and Seller hereby accepts from Buyer, a non-transferable, royalty- free license, during the term of this Agreement to reproduce, translate, encode, publish, use, modify, display, perform and distribute the Customer Data (defined below) for the purpose of providing the Service to Buyer and fulfilling Seller's obligations under this Agreement.

9. **RESTRICTIONS.**

   a. Buyer may use and reproduce the Documentation for its own internal use only provided

that all titles, trademarks, trade names, copyright, restricted rights, and other proprietary notices of Seller are retained.

b. Buyer shall use the System only for its intended purpose. Buyer shall not directly or indirectly, nor permit any party to, do any of the following: (i) copy, modify, create derivative works of, publish, sublicense, sell, market or distribute the System; (ii) reverse engineer, decompile, disassemble or otherwise attempt to gain access to the source code form of the System; (iii) use the System or associated documentation in violation of export control laws and regulations; (iv) remove any proprietary notices from the System, the Documentation or any other Seller materials furnished or made available hereunder; (v) access the System in order to (x) build a competitive product or service, or (y) copy any features, functions or graphics of the System; (vi) make the System available to anyone other than user authorized by Seller; (vii) sell, resell, rent or lease the System, including, without limitation, use the System on a service bureau or time sharing basis or otherwise for the benefit of a third party; (viii) use the System to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (ix) use the System to store or transmit malicious code; (x) interfere with or disrupt the integrity or performance of the System or any data contained therein; (xi) attempt to gain unauthorized access to the System or their related data, systems or networks; (xii) publish or disclose to third parties any evaluation of the System without Seller's prior written consent; (xiii) publish or disclose to third parties any data or information on Buyer's results from using the System, without Seller's prior written consent; or (ix) perform vulnerability, load or any other test of the System without Seller's prior written consent.

10. **NO LICENSE.**

a. If software is provided by Seller under the Agreement, Buyer agrees that the software may only be used in accordance with the terms and conditions of these Terms and Conditions and the EULA which must be agreed to by Buyer in order to access Seller's software products and in order to use the Products. Except as otherwise provided herein and in the EULA, the sale of the Products will not confer upon Buyer any license, express or implied, under any patents, trademarks, trade names, or other proprietary rights owned or controlled by Seller, its subsidiaries, affiliates, or suppliers; it being specifically understood and agreed that all the rights are reserved to Seller, its subsidiaries, affiliates, or suppliers. Without limiting the foregoing, Buyer will not, without Seller's prior written consent, use any trademark or trade name of Seller in connection with any the Products, other than with respect to the resale of the Products pre-marked or packaged by or on behalf of Seller.

b. Buyer agrees not to directly or indirectly decompile, disassemble, reverse engineer or otherwise derive the source code for the System or any applicable software. If Buyer is a U.S. Government agency, Buyer acknowledges that the software licensed under the Agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government's rights' relating to the software are limited to those rights applicable to Buyer's as set forth herein and is binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-

defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.

11. **FM LIVE SERVICES.** Subject to the terms and conditions of this Agreement and the EULA, Buyer does hereby agree to license the software associated with the Products and including FM Live software (herein the "Software Applications") and to acquire cloud based hosting as such are described in the Purchase Order and shall pay the fees as set forth in the Purchase Order (herein collectively the "Software Fees").

12. **OWNERSHIP.**

    a. OWNERSHIP OF SYSTEM. As between the parties, Seller shall retain all title, copyright and IP Rights in the System, Documentation, and improvements thereto. Buyer does not acquire any right, express or implied, in the System or Documentation other than those specified in this Agreement or the EULA agreed upon by Buyer. For purposes of this Agreement, "IP Rights" means all forms of intellectual property rights and protections throughout the world, including, but not limited to, any (a) patents (including any patent applications, together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof); (b) copyrights; (c) Internet domain names, trademarks, service marks, and trade dress, together with all goodwill associated therewith; (d) trade secrets; (e) rights in databases and designs (ornamental or otherwise); (f) moral rights, rights of privacy, rights of publicity and similar rights; and (g) any other proprietary rights and protections, whether currently existing or hereafter developed or acquired, whether published or unpublished, arising under statutory law, common law, or by contract, and whether or not perfected, including all applications, disclosures and registrations with respect thereto.

    b. RETURN OF CUSTOMER DATA. Upon termination of this Agreement and at the Buyer's request, Seller shall promptly return active Customer Data in Seller's possession to Buyer.

    c. SOFTWARE OR HARDWARE MODIFICATIONS. Seller shall retain all IP Rights in and to any modifications, enhancements or derivative works to the Software Applications or the Products that contain or use any object code or source code of the Software Application (each a "Software Modification"), subject to the license rights granted to Buyer under the EULA. Buyer shall not modify in any way or reverse engineer any Software Application or any software, equipment or other hardware provided by Seller as part of the Products or licensed under the EULA.

    d. USE OF CUSTOMER MARKS. The parties agree that Seller may use Buyer's logo and/or trade name ("Customer Marks") in the user interface of the Software Applications for referential purposes to accurately identify Buyer during the course of the term of this Agreement (the "Permitted Use"). Buyer hereby grants to Seller a non-exclusive, non-transferable, revocable, royalty-free license to use Buyer's Marks for the Permitted Use. Seller hereby acknowledges and agrees that all rights, title and interest in and to the Buyer's Customer Marks are and shall remain the exclusive property of Buyer and that any use thereof and goodwill associated therewith shall insure solely to the benefit of Buyer.

e. Subject to the terms and conditions of this Agreement, Buyer does hereby agree to license the Software Applications pursuant to the EULA to be agreed upon by Buyer prior to uploading or downloading of such Software Applications and to acquire cloud based hosting as such is set forth in the Purchase Order.

13. **CUSTOMER DATA; OWNERSHIP OF CUSTOMER DATA; INDEMNIFICATION BY CUSTOMER.** In Seller's implementation of the Products, Seller may have access to Customer Data (as herein after defined) to be used in conjunction with the Products. Seller acknowledges and agrees that, as between the parties (but subject to the Licenses granted herein and in the EULA), Buyer owns all right, title, and interest in and to the Customer Data, including all IP Rights in and to such Customer Data, irrespective of whether such Customer Data is stored via the Service or in any database created using the Service. As used herein, the term "Customer Data" means and refers to all of the data and other information provided by the Buyer to Seller or which is used within the System. Buyer shall indemnify, defend and hold harmless Seller from and against any and all claims, suits, actions, or other proceedings for any personal injury or any other loss or damage (including reasonable attorney's fees) brought by third parties against Seller to the extent: (a) based on or arising from any claim that the Customer Data, or the use thereof in accordance with this Agreement, infringes or constitutes a wrongful use of any third party's IP Rights, or any right of publicity or privacy, or is fraudulent, deceptive, libelous or defamatory; <u>and</u> said claim, suit, action, etc. is (b) caused by, relating to or arising out of the unlawful activity, deceptive or unfair trade practices, gross negligence or willful misconduct of Buyer in connection with the subject matter of this Agreement.

14. **REPRESENTATIONS AND WARRANTIES.**

a. SELLER WARRANTIES. Seller represents and warrants to Buyer that:

i. Seller has the corporate power and authority to enter into this Agreement;

ii. Seller is the owner of or licensee of all rights necessary and appropriate to grant the rights hereunder;

iii. Seller will not violate any agreements with any third party as a result of performing its obligations under this Agreement; and

iv. the Documentation shall be sufficient to allow a user qualified in the subject matter of the application to use the System.

b. BUYER WARRANTIES. Buyer represents and warrants to Seller that:

i. Buyer has the corporate power and authority to enter into this Agreement;

ii. Buyer is the owner of or licensee of all rights in the Customer Data as necessary and appropriate to grant the rights hereunder;

iii. Buyer shall not use the Service in any manner that is deceptive, unlawful, or otherwise in violation of any law;

iv. Buyer will not violate any agreements with any third party as a result of performing its obligations under this Agreement; and

v. There are neither pending nor threatened, nor to the best of Buyer's knowledge, contemplated, any suits, proceedings, actions, or claims which would materially affect or limit the rights granted to Seller under this Agreement.

15. **LIMITATION OF LIABILITY**. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST SAVINGS, OR ANY INCIDENTAL, SPECIAL, OR OTHER ECONOMIC CONSEQUENTIAL DAMAGES, EVEN IF EITHER PARTY IS INFORMED OF THEIR POSSIBILITY (SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY). NOTWITHSTANDING THE ABOVE, BUYER SHALL BE AND REMAIN LIABLE FOR ANY AND ALL AMOUNTS DUE AND OWING UNDER THIS AGREEMENT FOR EQUIPMENT PURCHASED AND SERVICES PROVIDED OR RENDERED. IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY CONTAINED HEREIN, THE PARTIES' MAXIMUM LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT TO EACH OTHER SHALL NOT EXCEED THE AMOUNT PAID TO SELLER BY BUYER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

16. **DISCLAIMER.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICE, AND SELLER DISCLAIMS ALL EXPRESS WARRANTIES AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT UNDER THE UCC. SELLER DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE WILL MEET BUYER'S SPECIFIC REQUIREMENTS.

17. **CHANGES.** In the event that the price of the Products to be purchased under this Agreement (as set forth in a proposal to Buyer or as set forth in the Purchase Order) was based upon receipt of discounts received due to the volume of units of Product (herein "Units") to be acquired by Buyer under this Agreement and, if the number of Units actually acquired by Buyer during the time period contemplated by the Purchase Order is less than the number of Units used to attain the such discounts, then, in such event, Buyer shall pay to Seller the amount of the discount received by Buyer for the Products actually delivered by Seller and all pricing for future Products or Units shall be based upon non- discounted pricing.

18. **CELLULAR SERVICES.** In the event that the Purchase Order provides for cellular services, the terms and conditions set forth in the Cellular Addendum attached hereto as Exhibit A, shall apply to and be a part of this Agreement.

19. **TERM AND TERMINATION.** This Agreement shall be effective upon the Purchase Order acceptance and shall continue until the later to occur of (i) the time period set forth in the Purchase Order or (ii) completion of the requirements of the Purchase Order. With respect to the provision by Seller of licensed software or ongoing services which are set forth in the Purchase Order, Seller will give Buyer notice (the "Notice") no less than thirty (30) days prior to the expiration of the term of Buyer's use stating the renewal period (herein the "Renewal Term") and the price of the software license and/or services during such Renewal Term. Unless Buyer gives notice to Seller, within thirty (30) days following the Notice, that Buyer desires to terminate Buyer's license and/or future services, such license or services shall continue as set forth in the Notice. During each Renewal Term, Buyer shall pay the fees required herein as such may be increased and disclosed in the Renewal Notice.

    This Agreement may be terminated as follows:

    a. For Breach. Either party will have the right to terminate this Agreement for breach of any material term or condition of this Agreement and failure to cure such breach within thirty (30) days after written notice.

    b. For Insolvency. Either party may terminate this agreement upon written notice if: (a) the other party becomes insolvent, or voluntary or involuntary proceedings are instituted by or against such other party under any federal, state, or foreign bankruptcy or insolvency laws, and, in the case of involuntary proceedings commenced against such party, such proceedings are not terminated within sixty (60) days; (b) if the other party makes an assignment for the benefit of creditors; if the other party ceases to operate as a going concern; or (c) if a receiver is appointed for such other party.

    c. For Convenience. Either party may terminate this Agreement for convenience upon Thirty (30) days written notice to the other party. In the event of a termination for convenience by either party, Buyer shall pay any amount due to the date of termination and Buyers shall receive a refund a prepaid software license fees. All other amounts paid to Seller shall be retained by Seller.

    In addition to any other obligations of the parties set forth herein, upon expiration or termination of this Agreement each party shall promptly return or destroy the Confidential Information (as defined herein below) of the other party.

20. **CONFIDENTIAL INFORMATION**

    a. DEFINITION. As used in this Agreement, the term "Confidential Information" shall mean any and all information prepared or delivered to the receiving party by the disclosing party or its representatives (including information or data received by the disclosing party from

a third party and as to which the disclosing party has confidentiality obligations). Seller's Confidential Information includes the amount of consideration paid by Buyer to Seller pursuant to this Agreement. For the avoidance of doubt all Customer Data shall, at all times, constitute the Confidential Information of Buyer

b. OBLIGATIONS. Each Party acknowledges that it may have access to Confidential Information of the other Party. Each Party agrees to keep the Confidential Information of the other Party confidential and to take all reasonable precautions, at least to the same degree of care and precautions the recipient would take to protect the confidential nature of its own information, not to disclose, copy, distribute or otherwise disseminate the Confidential Information to any third parties. The receiving party may disclose the Confidential Information only to those employees, agents and subcontractors who have a legitimate business reason to have such access for purposes of performing its obligations under this Agreement, and are subject to the requirement to abide by a non- disclosure agreement substantially similar to this Agreement's non-disclosure obligations.

c. EXCLUSIONS. Except for Customer Data, the obligations of this Section shall not apply to information (a) which is published or available to the public other than by breach of this Agreement; (b) otherwise rightfully received by the non-disclosing party from a third party without obligations of confidentiality; (c) independently developed by the non- disclosing party's employees having no access to the disclosed information; (d) known to the non-disclosing party before receiving the Confidential Information from the disclosing party under this or any prior agreement of the parties; (e) disclosed by the disclosing party to a third party without restrictions; (f) is disclosed under operation of law; or (g) is disclosed by recipient with discloser's prior written approval.

d. INJUNCTIVE RELIEF. Each Party acknowledges and agrees that the other Party would be irreparably harmed if any Confidential Information of the disclosing party were to be disclosed to third parties, or if any use were to be made of such Confidential Information other than that permitted under this Agreement, and further agrees that the disclosing party shall have the right to seek injunctive relief upon any violation or threatened violation of the terms of this Section, in addition to all other rights and remedies available at law or in equity, without having to post a bond or other security.

e. RETURN OF CONFIDENTIAL INFORMATION. Except as otherwise set forth or contemplated in Section 3.3 above, upon the termination, cancellation or expiration of this Agreement for any reason and upon the request of Customer, all Confidential Information, together with any copies that may be authorized herein, shall be returned to Customer or, if requested by Customer, certified destroyed by Syntech.

21. **FORCE MAJEURE.** Except for the payment of money, neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, performance issues, lack of materials or services, quarantine or isolation mandates or other issues resulting directly or indirectly from the COVID-19 (aka "coronavirus") pandemic or any future pandemic, acts of God or public enemy, war, terrorism, riot, embargoes, acts of civil or military authorities (including, but not

limited to delays in permitting or other required approvals), fire, floods, earthquakes, strikes, or inability to obtain any material or services government requirement, acts or omissions of carriers, or other causes beyond the reasonable control of such party (each such event is a "Force Majeure Event") provided that such Party gives prompt written notice thereof to the other Party. The time for performance will be extended for a period equal to the duration of the Force Majeure Event. Notwithstanding the above, if Seller cannot perform its obligations under this Agreement due to a Force Majeure event, then Buyer will not be liable for fees or payment of money which relate to the obligations not yet performed as a result of the Force Majeure Event.

22. **COMPLIANCE.** Each party will comply with all applicable laws, regulations, and ordinances, and Buyer will comply with the export and import laws and regulations in effect as of the date of shipment of the Products of any country involved in the transactions contemplated by the Agreement.

23. **GOVERNING LAW; VENUE; DISPUTE RESOLUTION.** Buyer, with its principal office in Orange County, New York, Seller, with its principal office in Leon County, Florida, and Seller's Subcontractor, with its principal office in Orange County, New York, mutually agree that as a compromise, all matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule, and party irrevocably submits to the exclusive jurisdiction of those courts in any the suit, action or proceeding.

    Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be first be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be the State of Delaware. Notwithstanding the above, nothing in this Agreement shall be deemed as preventing a party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of the dispute as necessary to protect that party's name, proprietary information, trade secrets, know-how, or any other intellectual property or proprietary rights.

24. **TAXES.** The compensation, fees and costs (the "Compensation") set forth in the Purchase Order does not include taxes; if Seller is required to pay or remit sales, use, or other taxes based on the Compensation or based upon the Products provided pursuant to this Agreement then such taxes shall be billed to and paid by Buyer; provided however, that this Section shall not apply to taxes based on Seller's income or revenues.

25. **FAILURE OF PAYMENT.** If Buyer fails to make payment in full or in part when due or refuses to pay any applicable price increases or surcharges, Seller shall have the right to: (i) immediately suspend performance and cancel the unfinished portion of any outstanding orders, (ii) declare all unpaid amounts for the Products delivered (or services performed) immediately due and payable, and (iii) withhold further deliveries. Seller shall have the right to enforce payment of the full purchase price, including any price increase or surcharge, for Products (or services) already delivered or in process. Buyer shall reimburse Seller for all costs of

collection, including reasonable attorney's fees, incurred as a result of Buyer's failure to make payments when due.

26. **ASSIGNMENT**. Neither party may assign its rights under this Agreement without the prior written consent of the other party. Any assignment permitted hereunder will be subject to the written consent of the assignee to all of the terms and provisions of this Agreement. Any attempted assignment in derogation of this section will be null and void. Notwithstanding the foregoing, Seller may, without consent, assign its rights under this Agreement to any person or entity in connection with a merger, acquisition, divestiture, or sale of all or substantially all of its assets.

27. **NO THIRD PARTY RIGHTS.** This Agreement is for the sole and exclusive benefit of the Parties hereto and their permitted successors and assigns. Nothing expressed or referred to in this Agreement will be construed to give any other person any legal or equitable right, remedy or claim under or with respect this Agreement.

28. **INDEPENDENT PARTIES.** Seller and Buyer are independent parties and nothing in this Agreement shall make either party an agent, partner, joint venturer, or legal representative of the other.

29. **HEADINGS.** The section headings contained in these Terms and Conditions are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

30. **SEVERABILITY.** If any provision or part of a provision of this Agreement is declared invalid, illegal, or unenforceable under applicable law, the affected provision will be considered omitted or modified to conform to applicable law. The validity, legality, and enforceability of all other remaining provisions or parts of provisions will remain in full force and effect.

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[Exhibit A – Cellular Addendum to follow]

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EXHIBIT A
CELLULAR ADDENDUM

TERMS AND CONDITIONS RELATING TO CELLULAR PLANS AND USAGE

A. If Buyer has been provided a Cellular Plan, this Addendum shall be applicable and Buyer shall pay the fees and costs associated with Cellular Plan.

B. Terms and Conditions of Cellular Plan and Usage.

1. Service Plans. If Buyer has procured a cellular plan (herein a "Service Plan") from Seller pursuant to Part I of this Agreement, the following shall apply.

2. Definitions

   i. "Machine-to-Machine" shall mean the transmission of data using cellular communication between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.

   ii. "Wireless Equipment" shall mean any cellular communications device manufactured by Seller or a third party, and sold to the Buyer by Seller or one of its agents to be used exclusively for Machine- to- Machine data transmission.

   iii. "Machine-to-Machine Line" shall mean the wireless service for machine-to-machine transmission for a single piece of wireless equipment.

   iv. "Wireless Service Provider" shall mean any provider of wireless services (including any Underlying Carrier) that Seller partners with to provide cellular data service to the Buyer for the purpose of Machine-to-Machine data transmission.

3. Wireless Equipment. Buyer has or will purchase the Wireless Equipment from Seller and the Service Plan shall be used exclusively for Machine-to-Machine transmission of data from and to such Wireless Equipment as purchased from Seller.

4. Buyer Obligation Buyer shall ensure, and does hereby represent, and warrant to Seller that all of Buyers employees or agents who have access to the Wireless Equipment for use of the Service Plan, are aware of this Agreement and its terms and conditions, and that each such employee or agent of Buyer shall strictly comply with Buyer's obligations under this Agreement and its terms and conditions. If Buyer becomes aware of any violation of its obligations under this Agreement or the terms and conditions hereof, Buyer shall immediately notify Seller and shall immediately suspend access to the Service Plan by any employee or agent of Buyer who has violated or who Buyer believes may violate any provisions of this Agreement or its terms and conditions.

5. Service Level and Dependencies Buyer acknowledges and agrees that Buyer's use of and access to the Service Plan is dependent upon the Wireless Service Provider continuing to

provide and support its network, and Buyer does hereby waive any and all claims against Seller or the Wireless Service Provider resulting from discontinuation or failure by the Wireless Service Provider to support its network. Buyer acknowledges that the Service Plan may be interrupted in the event of an interruption of the Wireless Service Provider network, and Buyer waives any and all claims against Seller and the Wireless Service Provider resulting from the same. Buyer further acknowledges that the Service Plan is available only within the applicable plan coverage areas, within operating range of wireless systems, and with equipment authorized by the Wireless Service Provider to operate on its network. In no way reducing the effectiveness of the waiver set forth above, any failure of Seller or its Wireless Service Provider to perform hereunder shall be excused if caused by failure of a third-party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, acts of God, strikes, other labor disturbance, severe weather conditions, fire, terrorism, riots, war, earthquakes, or any other causes beyond Seller or its Wireless Service Provider's reasonable control. Notwithstanding the above, Seller will undertake reasonable efforts to ensure that migration of Wireless Service Providers to 4G and 5G networks (and away from 3G networks) will be supported by the Equipment and Software Applications.

6. Relationships BUYER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT BUYER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN THE WIRELESS SERVICE PROVIDER (INCLUDING ANY UNDERLYING CARRIER) AND SELLER. IN ADDITION, BUYER ACKNOWLEDGES AND AGREES THAT THE WIRELESS SERVICE PROVIDER (INCLUDING ANY UNDERLYING CARRIER) AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO BUYER AND BUYER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

7. Waivers. Buyer acknowledges and agrees that Buyer is responsible for all maintenance and security with respect to the Wireless Equipment and Buyer's own network, server and other systems. Buyer does hereby waive any and all claims against Seller or any Wireless Service Provider (including any Underlying Carrier) for and with respect to any unauthorized use of Buyers network, service, other systems or data under the Service Plan.

8. Authorized Usage. Buyer agrees to use the Service Plan solely in connection with the operation of Wireless Equipment sold by Seller, or its authorized agent, to Buyer and applied to Machine-to-Machine communication systems with such devices installed within the Wireless Service Provider coverage area. Buyer may not use the Service Plan for any other use not specifically authorized herein. Unless specifically authorized by Seller in writing or by a separate contract, Buyer may not sell, rent, lease, distribute, broadcast, sublicense, or otherwise assign this Agreement or any rights to the Service Plan to any third party(ies).

9. Equipment Modification. Buyer acknowledges that Seller provides certified Wireless Equipment to operate in accordance with the Wireless Service Provider's requirements for use on its network. Buyer agrees that it will in no way alter the Wireless Equipment, and that doing so may result in termination of the Service Plan by Seller.

10. No Illegal Use and Reservation of Rights. Buyer may not use the Service Plan for any illegal, unauthorized or fraudulent purpose. Buyer acknowledges that the sale of the Service Plan to the Buyer does not transfer to the Buyer title to or ownership of any intellectual property rights of Seller or its suppliers.

11. Export Regulations. Buyer acknowledges that the export, import, and use of certain hardware, software, and technological data provided under this Agreement is regulated by the United States and other governments and agrees to comply with all applicable laws and regulations, including the U.S. Export Administration Act. Buyer agrees to comply with all export and re-export restrictions and regulations of the Department of Commerce and other United States agencies and authorities, and not to transfer, or encourage, assist or authorize the transfer of the Service or Wireless Equipment to a prohibited country or otherwise in violation of any such restrictions or regulations.

12. Termination. Seller may, at Seller's option, terminate or suspend any and all of Buyer's rights under this Agreement and discontinue the Service Plan, upon thirty (30) days written notice to Buyer if (i) Buyer fails to comply with any term of this Agreement, or fails to make payment of any amounts due hereunder (including, without limitation, data overage charges), (ii) Buyer uses in excess of Buyer's allotted and allowable data allowance during a periodic billing term (as such allowance is provided in Part I of this Agreement, (iii) if Seller's relationship with the Wireless Service Provider expires, terminates, or modifies its terms with Seller in such a way that Seller must change the way it provides the Service Plan under this Agreement, as determined by Seller in Seller's sole discretion, (iv) Buyer files for or is involved in any bankruptcy proceedings, whether voluntary or involuntary, or (v) Buyer fails to comply with the law or requests of governmental entities. In case of termination, Seller may terminate providing the Service Plan to Buyer, Buyer must cease all use of the Service Plan, and Buyer shall ensure that the Wireless Equipment does not register or attempt to register on the Wireless Service Provider's network. Should Buyer fail to ensure that the Wireless Equipment does not register on the Wireless Service Provider's network, then, in such event, Buyer shall be responsible for any and all costs and fees required to be paid by the Wireless Service Provider. Seller's failure to insist upon or enforce strict compliance with this Agreement does not constitute a waiver of any of its rights hereunder or at law or in equity. Either Buyer or Seller may terminate the Service Plan for convenience at any time upon ninety (90) days prior written notice to the other party. Upon termination by either Party, for convenience, Seller shall refund to Buyer a prorate amount of any prepaid Software Fees prepaid by Buyer. Seller shall be entitled to retain (or Buyer shall pay) any and all other payments made or which are due pursuant to this Agreement.

13. Fees. Buyer acknowledges that Seller charges fees and costs for the use of the Service Plan. Seller reserves the right to discontinue providing the Service Plan at any time or to

otherwise change the terms and conditions applicable to the Service Plan at any time, but only if Seller experiences an increase in fees charged to Seller by the applicable Service Provider and only to that amount incurred, including, but not limited to, with respect to (a) limiting the amount of data that may be utilized and/or transferred under the Service Plan, and (b) changing the amount and terms applicable for cellular data service charges. Buyer also acknowledges that the Service Plan has enforced limits on the amount of data utilized or transferred monthly, which, if exceeded, will result in additional fees to be paid by the Buyer, but only to the extent of the amount that Seller incurs additional expenses and fees by the applicable Service Provider. The initial fees and costs (herein referred to as the Fees) to be paid by Buyer under this Agreement are set forth in Part I of this Agreement. The Fees may be modified or increased by Seller at any time upon ninety (90) days prior written notice given to Buyer.

14. Taxes. Buyer will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on it upon or with respect to the transactions and payments under this Agreement.

15. Disputed Charges. In the event of disputed charges, Buyer must, as soon as practicable following identification of such dispute, but not to exceed 60 days from the due date of the bill, provide written notice to Seller, which shall include the date of the bill, disputed amounts, the reason for the dispute, and any supporting documentation. Both parties will use their good faith efforts to reconcile any disputed charges within 60 days of the date of notification.

16. Disclaimer of Warranties THIS SECTION ONLY APPLIES TO THE CELLULAR SERVICE PROVIDED TO BUYER. BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SERVICE PLAN IS AT BUYER'S SOLE RISK. SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER HEREBY DISCLAIMS, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, ANY AND ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE PLAN, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE EXPRESSLY PROVIDED HEREIN. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SELLER OR AN AUTHORIZED REPRESENTATIVE OF SELLER SHALL CREATE A WARRANTY. BUYER ACKNOWLEDGES AND AGREES THAT THE SERVICE PLAN IS PROVIDED TO BUYER ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." THE ACCURACY, TIMELINESS, COMPLETENESS, SUITABILITY, OR AVAILABILITY OF ALL OR ANY ASPECT OF THE SERVICE PLAN IS NOT GUARANTEED, AND IS SUBJECT TO OUTAGES, TERMINATION, AVAILABILITY, RESTRICTIONS, AND/OR INTERFERENCE. NEITHER SELLER NOR THE WIRELESS SERVICE PROVIDER SHALL BE LIABLE FOR ANY UNAUTHORIZED USE OF THE SERVICE PLAN NOR ANY CONSEQUENCE THEREOF.

17. Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF INCOME, LOSS OF BUSINESS, DIMINUTION OF GOODWILL, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THE OTHER PARTY'S ENGAGEMENT TO PERFORM, USE OR INABILITY TO USE THE SERVICE PLAN, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY. BOTH PARTIES ACKNOWLEDGE THAT THE OTHER HAS ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SET FORTH HEREIN AND THAT THE SAME IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. IN ANY CASE, SELLER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO, AND SHALL NOT EXCEED, THE PRORATED ANNUAL AMOUNT PAID FOR THE SERVICE PLAN FOR THE PERIOD DURING WHICH SUCH DAMAGE OCCURRED.

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[FMLive End-User License Agreement to follow]

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FMLIVE® END-USER LICENSE AGREEMENT

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1. The FMLIVE® CLOUD HOSTED SOFTWARE, henceforth referred to as "the SOFTWARE", has been provided to you under a license agreement containing restrictions on its use. Use of the SOFTWARE or any associated services, except as directed by SYNTECH SYSTEMS, INC., is a direct violation of this agreement. The SOFTWARE may be used on numerous PCs. Except as stated in the license agreement, the SOFTWARE may not be copied or distributed in any form or medium, or disclosed to third parties. You are legally accountable for any violation of the License Agreement or of copyright law.

2. This End-User License Agreement is a legal agreement between you (either an individual or a single entity), henceforth referred to as "the LICENSEE", and SYNTECH SYSTEMS, INC. By using the SOFTWARE, you are agreeing to become bound by the terms of this agreement.

3. You may permanently transfer all of your rights under this agreement only as a part of a sale of the FMLIVE® SYSTEMS HARDWARE, henceforth referred to as "the HARDWARE", provided you retain no copies of the SOFTWARE. You may not install the medium on another computer. You may not loan, rent, lease, or otherwise transfer the medium to another user, except as provided as part of a permanent transfer or sale of the SOFTWARE and the HARDWARE.

4. The SOFTWARE, HARDWARE, and documentation sold to the U.S. Government are provided with restricted rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR 52.227-19 or subparagraphs (c) (1) and (2) of the COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS.

5. In consideration of payment for the SOFTWARE, SYNTECH SYSTEMS, INC. grants to the LICENSEE a nonexclusive right, without right to sublicense, to use the SOFTWARE. SYNTECH SYSTEMS, INC. reserves all rights not expressly granted and retains title and ownership of the SOFTWARE, including all subsequent copies in any media. This SOFTWARE and the accompanying written materials are copyrighted. All copying of the SOFTWARE or of the written materials is expressly forbidden.

6. As the only written warranty under this agreement, and in the absence of accident, abuse or misapplication, SYNTECH SYSTEMS, INC. warrants, to the LICENSEE, End-user only, that the SOFTWARE is compatible with the HARDWARE.

7. SYNTECH SYSTEMS, INC. reserves the right to make changes to the SOFTWARE and to furnish updates to said SOFTWARE compatible with the HARDWARE at its sole discretion. THIS WARRANTY GIVES YOU LIMITED, SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

8. There are no implied warranties, including warranties of merchantability and fitness for particular purposes, offered with the SOFTWARE. There are no warranties except those contained on the face hereof.

9. In no event, shall SYNTECH SYSTEMS, INC. be liable for incidental or consequential damages arising from the use of the SOFTWARE.

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Signature Page
Terms and Conditions – City of Newburgh / Syntech Systems, Inc. / American Petroleum Equipment & Construction Company, Inc.

IN WITNESS WHEREOF, the Parties have executed these Terms and Conditions on the day and year herein mentioned.

DATED: _____, 2024 CITY OF NEWBURGH

By: _____
Name: Todd Venning
Title: City Manager
Per Resolution No.: _____ - 2024

DATED: _____, 2024 SYNTECH SYSTEMS, INC.

By: _____
Name:
Title:

DATED: _____, 2024 AMERICAN PETROLEUM EQUIPMENT & CONSTRUCTION COMPANY, INC.

By: _____
Name: James Dollaway
Title: President / CEO

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DEFEATED

LOCAL LAW NO.: E - 2024

OF

NOVEMBER 12, 2024

A LOCAL LAW AMENDING SECTION C4.00 ENTITLED "LEGISLATIVE POWERS FIXED IN COUNCIL" OF THE CITY CHARTER OF THE CITY OF NEWBURGH TO INCREASE THE ANNUAL SALARY OF THE MAYOR AND COUNCIL MEMBERS

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Section C4.00 entitled 'Legislative Powers fixed in Council' of the City Charter of the City of Newburgh to increase the annual salary of the Mayor and Council Members".

SECTION 2 – AMENDMENT

§ C 4.00 of the City Charter is hereby amended as follows:

All the legislative powers of the City, however, conferred upon or possessed by it, are hereby fixed in a board to be known as the "Council of the City of Newburgh" to be composed of the Mayor and six Council members. It shall be, for all purposes, the Common Council of the City. The Mayor shall receive an annual salary of $25~~15~~,000, the two Council Members elected by the qualified voters of the City shall receive an annual salary of $22,500, and the four Council Members elected by the qualified voters from the wards from which they are elected shall receive an annual salary of $20,000 ~~and the other six members of the Council shall each receive an annual salary of $12,000~~, payable in equal monthly installments.

SECTION 3 – SEVERABILITY

The provisions of this Local Law are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been adopted if such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included

~~Strikethrough~~ denote deletions
Underlining denotes additions

therein, and if such person or circumstance to which the Local Law or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 4 – CODIFICATION

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the Charter of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Local Law" shall be changed to "Chapter", "Section", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Local Law or the provisions of the Charter affected thereby.

SECTION 5 - VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 6 - EFFECTIVE DATE

This Local Law shall take effect on January 1, 2025 after being filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and upon expiration of the time period for filing a petition for permissive referendum. In the event that a petition is duly filed and a referendum held, this Local Law shall take effect after said referendum has been duly passed by a majority of voters and has been duly filed in the Office of the New York State Secretary of State.

~~Strikethrough~~ denote deletions
Underlining denotes additions

RESOLUTION NO.: 244 -2024

OF

NOVEMBER 12, 2024

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDING AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NO. EF006024-2024 INVOLVING SECTION 16, BLOCK 10, LOTS 1 AND 5, AND SECTION 16, BLOCK 9, LOT 5 (LORA REALTY, INC.)

WHEREAS, Lora Realty, Inc. has commenced a tax certiorari proceeding against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2023 tax year bearing Orange County Index No. EF006024-2024; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Kelly M. Naughton, Esq. of Naughton & Torre, LLP, Special Counsel for the City of Newburgh in the aforesaid proceeding, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, Lora Realty, Inc. is willing to settle this proceeding without interest, costs or disbursements in the following manner:

1. That the real property of Petitioner described on the City of Newburgh tax roll for the 2024 tax year as tax map number 16-10-1 be reduced to a market value of $690,000.00.
2. That the real property of Petitioner described on the City of Newburgh tax roll for the 2024 tax year as tax map number 16-10-5 be reduced to a market value of $690,000.00.
3. That the real property of Petitioner described on the City of Newburgh tax roll for the 2024 tax year as tax map number 16-9-5 be reduced to a market value of $690,000.00.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Consent Judgment is hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Todd Venning, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; Kelly M. Naughton, Esq. on behalf of Naughton & Torre, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

----------x

In the Matter of the Application of
LORA REALTY, INC.,

Petitioner,

-against-

CITY OF NEWBURGH, a Municipal Corporation, its ASSESSOR, and its BOARD OF ASSESSMENT REVIEW,

Respondents.

To Review Real Property Assessments Pursuant to Article 7 of the Real Property Tax Law

----------x

CONSENT JUDGMENT

Index Nos. EF006024-2024

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of Newburgh assessment roll for the 2024-2025 tax year as follows:

Tax Map No. 16-10-1

Tax Map No. 16-10-5

Tax Map No. 16-9-5

be reduced in assessed value from $780,000.00, $780,000.00 and $780,000.00 to an assessed value of $690,000.00, $690,000.00 and $690,000.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the Petitioner's real property taxes on said parcels above described for the 2024-2025 School, County and City taxes be adjusted accordingly and that any overpayment

by Petitioner for the 2024-2025 tax year be refunded upon the entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh assessment roll shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform such reduced market values; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amount, if any, paid as City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh, the County of Orange, and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amount, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the Newburgh City School District, the amount, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

ORDERED, that all tax refunds hereinabove directed to be made by Respondents and/or any of the various taxing authorities be made by check or draft payable to the order of VAN DEWATER & VAN DEWATER LLP, as attorneys for the Petitioner, who are to hold the proceeds

as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law § 475; and it is further,

ORDERED, that the provisions of Real Property Tax Law § 727 shall be applicable to the 2024, 2025 and 2026 assessment years; and it is further,

ORDERED, that in the event that the refunds are made within ninety (90) days after service of the Order with notice of entry, there shall be no interest, otherwise, interest shall be paid in accordance with the applicable statute, and it is further;

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed: _____, 2024
Goshen, New York

ENTER: _____
HON.
SUPREME COURT JUSTICE

ON CONSENT:

_____
HON. TODD VENNING
City Manager
Dated: _____

_____
KYLE W. BARNETT, ESQ.
Van DeWater & VanDewater, LLP
Attorneys for the Petitioner
Dated: _____

_____
HON. JOANNE MAJEWSKI
Assessor
Dated: _____

_____
KELLY M. NAUGHTON, ESQ.
Naughton & Torre, LLP
Attorneys for City Respondents
Dated: _____

_____
IRA S. LEVY, ESQ.
Shaw, Perelson, May & Lambert, LLP
Attorneys for Intervenor-Respondent School District
Dated: _____

OLD BUSINESS

There was no old business to discuss.

NEW BUSINESS

Councilmember Shakur would like to set the date for the raising on the Liberation Flag on February 3, 2025. Also, he requested that a traffic study be conducted for Liberty Street.

Councilmember Monteverde requested that the council add to its legislative action item list, discussion concerning the installation of electric charging stations in the city.

Councilmember McLymore mentioned he emailed the council about a street naming request, and he would like to put that discussion on for a work session.

There was no other new business to discuss.

FURTHER COMMENTS FROM THE COUNCIL

The order of speakers was reversed intentionally.

Councilmember Sofokles wished everyone a good evening.

Councilmember Sklarz wished everyone a good evening.

Councilmember Shakur thanked everyone for coming out tonight.

Councilmember Monteverde thanked everyone for coming out this evening.

Councilmember McLymore commented. He reminded everyone to check out all of the recreation updates that were mentioned, including the youth basketball program, and trips to Nickolodean and Radio City Music Hall's Christmas Spectacular. He wants everyone to know that the council is out here doing the work consistently. You will continue to see us in the community every day.

Councilmember Martinez said she wasn't going to comment, but she felt she should say something about the vote tonight. She pointed out that she and her colleagues work extremely hard, and she hears a lot of slack from others that they are not doing enough for the people in this city. Martinez stated she has a very ill family member, and she has had to put on her best face to attend these meetings. Serving on this council is one of the greatest honors she has had. She felt that her colleagues deserve to be paid more money; but due to personal conflicts, she could not vote in favor of the increases. If people think that she and her colleagues are just here for the money, then they should run for office themselves, because it is not an easy position to be in. She thanked her colleagues, because they work extremely hard. It is a fulltime position that is around the clock.

Mayor Harvey commented. He was disappointed about tonight's vote, and as the mayor of this city, he works very diligently to keep this council united. There are a lot of initiatives and resolutions that have come before them, even federal matters. They work hard to stay united on issues dealing with emergency housing and development day in and day out. Harvey spoke about the election. He congratulated Donald J. Trump for winning the election. Trump is the President Elect, and Harvey is going to support and get behind him once he takes his Oath of Office as the 47th President of the United States of America. Harvey pointed out that there are some initiatives that will gravely affect this country, and especially the City of Newburgh. He also pointed out that the City of Newburgh is not a Sanctuary City. It was never presented that way and voted on. City of Newburgh is a welcoming city. There are talks about a mass deportation coming, and the beefing up of ICE, which is going to affect the larger cities first; but it is going to come to Newburgh too. These initiatives will be a destructor, and they will create some serious

challenges for us. He said we are going to stand tall though and do what we can to support our residents. We have to stay vigilant and be aware of it, because this presidential election will have results that will be felt here too. He also pointed out that the majority of the Senate has changed too, as well as the makeup of the Supreme Court. He wants everyone to know that this council is here to serve and protect the best interests of all of our residents in the City of Newburgh.

This section of the meeting was closed.

ADJOURNMENT

There being no further business to come before the council, the meeting adjourned at 8:07 P.M.

Submitted,

KATRINA COTTEN
CITY CLERK