

CURED - IN - PLACE PIPE LINING
Itemized Bid Sheet

ITEM	DESCRIPTION	UNIT	UV CURED UNIT PRICE	HEAT CURED UNIT PRICE
1A	Provide temporary bypass pumping system for 6" to 12" CIPP restoration as specified.	Per Day	500 ⁰⁰	
1B	Provide temporary bypass pumping system for 15" to 24" CIPP restoration as specified.	Per Day	3500 ⁰⁰	
1C	Provide temporary bypass pumping system for 30" CIPP restoration as specified.	Per Day	3500 ⁰⁰	
1D	Provide temporary bypass pumping system for 36" CIPP restoration as specified.	Per Day	3500 ⁰⁰	
1E	Provide temporary bypass pumping system for 42" CIPP restoration as specified.	Per Day	4900 ⁰⁰	
1F	Provide temporary bypass pumping system for 48" CIPP restoration as specified.	Per Day	4900 ⁰⁰	
1G	Provide temporary bypass pumping system for 60" CIPP restoration as specified.	Per Day	5900 ⁰⁰	
1H	Removed from bid			
2A	Provide new 6" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	40.00	
2B	Provide new 6" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	40.00	
2C	Provide new 6" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	40.00	
3A	Provide new 8" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	44.94	
3B	Provide new 8" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	44.94	
3C	Provide new 8" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	44.94	
4A	Provide new 10" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	48 ⁵²	
4B	Provide new 10" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	48 ⁵²	

ITEM	DESCRIPTION	UNIT	UV CURED UNIT PRICE	HEAT CURED UNIT PRICE
4C	Provide new 10" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	48 ⁵²	
5A	Provide new 12" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	54 ⁶⁹	
5B	Provide new 12" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	54 ⁶⁹	
5C	Provide new 12" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	54 ⁶⁹	
6A	Provide new 15" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	89 ²⁵	
6B	Provide new 15" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	89 ²⁵	
6C	Provide new 15" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	89 ²⁵	
7A	Provide new 18" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	115 ³¹	
7B	Provide new 18" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	115 ³¹	
7C	Provide new 18" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	115 ³¹	
8A	Provide new 24" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	149 ⁷⁵	
8B	Provide new 24" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	149 ⁷⁵	
8C	Provide new 24" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	149 ⁷⁵	
9A	Provide new 30" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	205 ⁹⁹	
9B	Provide new 30" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	205 ⁹⁹	

ITEM	DESCRIPTION	UNIT	UV CURED UNIT PRICE	HEAT CURED UNIT PRICE
9C	Provide new 30" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	205. ⁹⁹	
10A	Provide new 36" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	270. ⁰⁰	
10B	Provide new 36" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	270. ⁰⁰	
10C	Provide new 36" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	270. ⁰⁰	
11A	Provide new 42" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	282. ⁰⁰	
11B	Provide new 42" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	282. ⁰⁰	
11C	Provide new 42" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	282. ⁰⁰	
12A	Provide new 48" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	325. ⁰⁰	
12B	Provide new 48" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	325. ⁰⁰	
12C	Provide new 48" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	325. ⁰⁰	
13A	Provide new 60" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	495. ⁰⁰	
13B	Provide new 60" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	495. ⁰⁰	
13C	Provide new 60" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	495. ⁰⁰	
14A	Removed from bid			
14B	Removed from bid			

ITEM	DESCRIPTION	UNIT	UV CURED UNIT PRICE	HEAT CURED UNIT PRICE
14C	Removed from bid			
15A	Provide service cuts for all existing laterals, tie-ins and connections as specified. Pipe diameter less than 42"	Each	275 ⁰⁰	
15B	Provide service cuts for all existing laterals, tie-ins and connections as specified. Pipe diameter 42" or larger	Each	275 ⁰⁰	
16	Provide supplemental CCTV inspection services	LF	3 ⁵⁰	
17	Grind Down Protruding Taps	Each	275 ⁰⁰	
18	Perform Heavy Cleaning of 8"-12" Sewers	LF	10 ⁰⁰	
19	Perform Heavy Cleaning of 15"-18" Sewers	LF	13 ⁰⁰	
20	Perform Heavy Cleaning of 24"-36" Sewers	LF	17 ⁰⁰	
21	Perform Heavy Cleaning of 48" Sewers	LF	21 ⁰⁰	
22	Perform Heavy Cleaning of 60" Sewers	LF	24 ⁵⁰	
23	Removed from bid			

The Contractor may be requested to submit time and material quotations for, but not limited to, the following tasks:

- 1 Spot repairs in areas that cannot be lined using conventional methods or require excavation.
- 2 Spot repairs to paved surfaces such as residential driveways or sidewalks

CIPP Lining items shall include light cleaning and pre/post CCTV inspection, as specified

Please submit documentation certifying contractor qualifications outlined in bid specifications, Section 1.N, will be satisfied.

Please specify heat cure method to be utilized UV Light Cured

EXHIBIT B
STANDARD TERMS AND CONDITIONS
REVISED OCTOBER 11, 2019

This Exhibit B sets forth the Standard Terms and Conditions intended to be incorporated into and made a part of the agreement with Onondaga County ("County"). The Agreement incorporating this Exhibit "B" executed between the County and the Supplier defined in the Agreement coupled with any other documents made a part of the Agreement shall be referred to herein as the "Contract Documents." References to "this Agreement" shall mean the Agreement which incorporates this Exhibit "B".

AMBIGUITIES OR CONFLICTS WITHIN CONTRACT DOCUMENTS

In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Supplier shall (1) provide the better quality or greater quantity of Work and/or (2) comply with the interpretation more favorable to the County as interpreted by the Director of Purchasing. The terms and conditions of this paragraph shall not relieve the Supplier of any of the obligations set forth elsewhere in the Contract Documents.

TERMINATION FOR CONVENIENCE

Upon five (5) days written notice, Onondaga County may, by written notice to Supplier, terminate the Contract, or any part thereof, for any or no reason, for Onondaga County's convenience. Upon notice of termination, Supplier shall immediately stop all work and cause its suppliers and/or subcontractors to stop all work in connection with the Contract. No liability shall be incurred by County for such cancellation beyond payment of the unit price for the portion of the work delivered and accepted. Further, County may cancel for breach and seek all remedies available at law or equity. Onondaga County shall have no responsibility for work performed after Supplier's receipt of notice of termination.

At least the following obligations shall survive the termination or expiration of this Agreement:

- 1) Owner making payments for amounts due and owing for work completed prior to termination, under a purchase order issued within the term of this Agreement;
- 2) Supplier maintaining documentation and produce such reports as may be required under this Agreement; and
- 3) Supplier defending, indemnifying, and holding harmless as set forth herein.

With cause, County may terminate the contract immediately upon dispatch of written notification to your firm.

Upon receiving notice of the intended termination, all work shall cease on the applicable termination date, and bidder shall proceed to cancel all existing subcontracts insofar as such contracts are for goods, equipment, or services chargeable to this agreement.

In case of default by the bidder holding a contract arising from this solicitation, County may procure the work, including the goods, equipment, or services, from other sources, without notice, and may hold such bidder responsible for any excess cost related to such procurement.

Notwithstanding the foregoing, neither the grant by County of an extension of time for the performance of the contract nor the doing and acceptance of any part of the work, including the goods, equipment, or services, shall be deemed to be a waiver by County of its rights to seek any and all remedies, including termination.

DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS

To the fullest extent permitted by law, Supplier agrees to indemnify, defend and hold harmless County, and County's agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the Supplier, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any tools, supplies, scaffolding or other equipment used by or furnished to Supplier, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

This indemnification shall apply regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This provision shall not be construed to require the Supplier to indemnify any indemnitee for the negligence of the indemnitee to the extent such negligence proximately caused the damages complained of. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

INSURANCE

Exhibit C, Supplier's Insurance Requirements, are incorporated herein by reference.

Supplier shall deliver to County's Department of Law, before this Agreement may be made or performed, and from time to time as is reasonable, as evidence that Supplier has obtained the insurance as required by this Agreement, both a form certificate of insurance approved for use by New York's Superintendent of Insurance which identifies the insurance contracts obtained by Supplier and copies of the declarations of each insurance contract referred to in the form certificate of insurance.

At the request of County, Supplier shall deliver to County's Department of Law a copy of any insurance contract required by this Agreement.

WORKERS' COMPENSATION AND DISABILITY BENEFITS

Supplier and other person or entity making or performing this Agreement shall secure compensation for the benefit of, and keep insured during the life of this Agreement, the employees engaged thereon, in compliance with the provisions of the New York State Workers' Compensation Law.

Supplier shall show, before this Agreement may be made or performed, and at all times during the life of this Agreement, that Supplier, and other person or entity performing this Agreement, is in compliance with the provisions of the New York State Workers' Compensation Law, by Supplier's delivering to County's Department of Law that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Supplier, and other person or entity making or performing this Agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Supplier, and other person or entity making or performing this Agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Supplier, and other person or entity making or performing this Agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Supplier, and other person or entity making or performing this Agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5. Board form DB-120.1, subscribed by the insurer, showing that Supplier, and other person or entity making or performing this Agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Supplier, and other person or entity making or performing this Agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Supplier, and other person or entity making or performing this Agreement is not required to secure.

INSPECTION, SAMPLES AND TESTING

Material offered under a bid shall be available for inspection before delivery at a point agreed upon between the bidder and the Purchasing Director.

Samples are required to be furnished by the bidder at the request of the Purchasing Director. Samples are to be furnished at no cost to the County. Samples will be returned only at the cost of the bidder when requested within ten (10) days of bid award. Absent such timely request, the samples are deemed property of the County. Some samples may be retained for the life of the contract to verify delivery is in compliance with specifications.

By submitting a bid, bidder understands, acknowledges, and otherwise agrees that bidder shall bear responsibility for the cost of all deliveries tested by the County.

DELIVERY & ACCEPTANCE

Time is of the essence: Delivery of goods, equipment, services, or other work in connection with this solicitation is required to be made on or before the date specified herein.

If County has specified a schedule for delivery within this solicitation, County may direct expedited delivery in the event that bidder, after receiving an award, fails to deliver according to such schedule. In such event, the bidder shall be responsible for all related costs of expediting.

Failure to deliver as specified may result in termination of the contract and may further disqualify your firm from receiving future contracts for at least two years, as such failure may be considered, among other factors, when determining your firm's responsibility in connection with performance on public contracts.

County shall assume no liability for any expense or loss because of early termination arising from a failure to perform according to the delivery schedule, where established, or in a reasonable manner, where a schedule is not established.

No work is authorized until and unless County issues a purchase order, with such work including the shipment or delivery of goods, equipment, or services described within this solicitation.

Condition: Any goods or equipment to be purchased in connection with this solicitation shall be delivered in good condition to the designated destination. Performance is to be in a manner consistent with this solicitation.

All broken and/or damaged items received by County shall be replaced by the Supplier, immediately, at his own cost and expense.

Unless otherwise specified, all equipment offered in response to this solicitation shall be standard, new, the latest model, or a regular stock product, with parts available and with equipment and parts that are not currently scheduled to be discontinued.

Bidder shall guarantee that no attachment or part has been applied contrary to manufacturer's recommendations.

Acceptance: Performance of the work will be deemed complete only upon delivery and acceptance by County after inspection. Payment alone does not constitute acceptance. County may reject the work or otherwise return goods, in whole or in part, at its discretion, reasonably exercised. Acceptance does not waive claims by County for damages arising from this transaction. For return of goods, your firm agrees to pay delivery costs.

Charges & Fees: Unless provided otherwise by County in writing, bidder agrees to deliver goods FOB Destination, Prepaid and Allowed, with bidder bearing the risk of loss until the goods reach the designated destination and paying for all costs of delivery.

To the extent practicable, deliverables are to be provided in an electronic format, unless otherwise directed by County's designated point of contact or in the specifications.

PAYMENTS

All public contracts are executory only to the extent of the monies appropriated and available for the purpose of such contracts. No liability on account thereof shall be incurred by County beyond monies appropriated and available for such purpose.

Compensation shall be paid based on unit pricing stated within the bid submission resulting in a contract award. No additional charges may be imposed, including, without limitation, delivery charges and travel costs, unless the County expressly agrees to such charges in writing. In no event shall County be obligated to pay compensation for amounts in excess of the pricing on the bid sheet, unless otherwise agreed in writing, where such shall be in full and final satisfaction of work arising out of this solicitation.

County shall receive invoices, referencing the number assigned to a contract resulting from this solicitation and detailing the basis for the claimed compensation (i.e., hours worked, percentage of phases completed, or deliverables received). Documentation shall be provided to support such claim, as reasonably needed, consistent with the terms and conditions of the contract arising from such solicitation. Such documentation shall be promptly provided to County's designated point of contact upon request.

All payment shall be made using procedures consistent with the Onondaga County Charter and Administrative Code.

Payment will be made upon the full and faithful performance of the contract, acceptance of materials and/or work by County's designated person, and upon receipt of the vendor invoices from the receiving department.

Partial payments for delivered items or quantities of a bid may be made by County upon presentation of properly executed claim voucher or invoice, unless otherwise stated.

By submitting a bid in response to this solicitation, bidder, if awarded a contract, agrees:

- County may withhold, out of any amounts due the Supplier, sums sufficient to cover any unpaid claims by mechanics or laborers for work or labor performed under this contract; provided, that the notice in writing of such claims, signed by the claimants, shall have been previously filed.
- Unless otherwise specified, County may in any contract involving construction work or labor retain up to five percent (5%) of the amount of the contract until final completion and acceptance of all work covered by the contract.

- o Bidder agrees that he shall not be entitled to demand or receive any payment except in the manner set forth in this contract.

Price includes all delivery charges for packing, crating, containers, shipping FOB the County or Project site as directed by the County, clean up and disposal of packing materials and, if applicable, installation of materials purchased.

Prices bid shall be the full amount of compensation to be paid by the County for all items to be furnished under this contract, irrespective of the time of shipment or delivery, unless otherwise expressly provided.

ASSIGNMENT

Supplier is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or Supplier's right, title, or interest in this Agreement, or Supplier's power to execute this Agreement, to any other person or entity without the previous consent in writing of County.

INDEPENDENT CONTRACTOR

Supplier is an independent contractor. Neither Supplier, nor Supplier's officers, employees, agents, or servants, shall hold themselves out as, or claim to be, officers, employees, agents, or servants of County.

NO PARTNERSHIP OR JOINT VENTURE

Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between County and Supplier.

CONFLICT OF INTEREST

At the time Supplier submits a bid, or if no bid is submitted, prior to performing any services under this Agreement, Supplier shall deliver to County's Department of Law, the attached affidavit certifying that Supplier has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to County.

The affidavit shall further state that in rendering services to County no persons having any such interest shall be employed by Supplier. Supplier assumes full responsibility for knowing whether Supplier's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to County.

During the course of performing services for County, Supplier shall disclose immediately to County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Supplier, Supplier's officers, Supplier's employees, Supplier's agents, and Supplier's servants.

The duty to disclose is a continuing duty.

Such disclosure is a material obligation of this Agreement and Supplier's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement.

If the conflict cannot be resolved to the satisfaction of County, County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Supplier, and Supplier shall disclose the same.

Supplier shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project.

Supplier shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than County for work on the project to which this Agreement pertains.

If applicable, Supplier shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof.

A conflict of interest of Supplier's officers, Supplier's employees, Supplier's agents, or Supplier's servants shall be deemed a conflict of interest of Supplier, giving rise to the duty to disclose.

CONFIDENTIALITY

Supplier shall not disclose any data, facts, or information concerning services performed for County or obtained while performing such services, except as authorized by County in writing or as may be required by law. County remains the owner of any such data, facts, or information, and Supplier is granted use for the purposes of this Agreement only.

COMPLIANCE WITH LAW

Supplier shall be responsible for obtaining knowledge of and complying with all applicable laws, rules, and regulations, including, without limitation, payment of prevailing wages for public works projects.

Such compliance is a material obligation of this Agreement and Supplier's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement.

The provisions of NY Labor Law §220-e are incorporated within and made a part of any resulting contract. Specifically, bidder acknowledges that discrimination on the basis of race, creed, color, disability, sex or national origin is prohibited under various provisions of federal, state, and local law, including applicable rules and regulations.

NY LABOR & PREVAILING WAGE LAWS

The provisions of NY Labor Law, including those pertaining to wages and public work, are incorporated within and made a part of any resulting contract to the extent they are applicable,

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a State or Federal court of competent jurisdiction located within Onondaga County, and Supplier consents to such jurisdiction.

NON-WAIVER

A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

LICENSES AND PERMITS

Supplier shall obtain at Supplier's own expense all licenses or permits required for Supplier's services or work under this Agreement, prior to the commencement of Supplier's services or work.

APPROPRIATIONS (AVAILABLE FUNDS)

This Agreement is executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.

Until such time as a purchase order is issued by County for specific work, following a certification within the County that funds are appropriated and available to support such work, County shall not have incurred a financial obligation under this Agreement for such work.

AGREEMENT MODIFICATIONS

This Agreement represents the entire and integrated agreement between County and Supplier and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by a writing signed by County and Supplier.

PURCHASES BY OTHER GOVERNMENTAL OR AUTHORIZED ENTITIES

Consistent with provisions of General Municipal Law § 103 and other applicable law, rules, and regulations, this contract is intended to be open and available for use by other government entities, including, but not limited to, counties, towns, and villages within New York State, and certain authorized users. Any such entity wishing to use this contract should consult with counsel as to its applicability and/or suitability within the specific context of such entity's governmental structure, authorized procurement processes, and market for comparable goods and/or services, accounting for such other factors as may be relevant to such transaction.

The County shall not be responsible for paying any costs incurred by such entity in using this contract, where such responsibility shall be borne solely and exclusively by the entity actually receiving services under this contract. Supplier and any such entity shall memorialize and provide in a separate written instrument

responsibility for payment and performing other obligations, including terms and conditions that may differ from this contract. The County shall not be responsible for liability arising from such use by any such entity in using this contract.

This contract shall be held open for such use, at prices quoted on the bid, for the entire term of the contract.

In the event that there are any minimum order requirements, delivery charges, or other deviations from the prices offered to County to be applied to purchases by such entities, any such deviations shall be clearly stated in the bid. No such charges to the entities purchases through this contract shall be permitted if such are not expressly contained in the original bid.

In all places where "the County" is used, the name of the entity making the purchase through this contract shall be substituted therefor, except for actions to be performed expressly by the County's Division of Purchase.

SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

DISCRIMINATION PROHIBITED

Consistent with Labor Law §220-e, Supplier agrees that:

- in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no Supplier, subcontractor, nor any person acting on behalf of any subcontractor, 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;
- no Supplier, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, disability, sex, or national origin;
- this Agreement may be cancelled or terminated by County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of this Agreement; and
- the aforesaid provisions of this section, covering every contract for or on behalf of the County for the manufacture, sale, or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

Further, Supplier acknowledges that discrimination on the basis of race, creed, color, disability, sex or national origin is prohibited under various provisions of federal, state, and local law, including applicable rules and regulations.

TAX EXEMPTION

Onondaga County is generally exempt from federal, state and local taxes for purchases made in furtherance of its exempt purposes, including New York sales and use taxes on all supplies and materials furnished by Supplier for incorporation into work pursuant to provisions of this Contract. Supplier shall not charge Onondaga County for any taxes in connection with goods or materials to the extent permitted by law. Without limiting the foregoing, Onondaga County will not be responsible directly or indirectly (including by reimbursement to Supplier) of any property taxes assessed on any leased property under this Order. Supplier is familiar with and shall comply with the requirements applicable to claiming such exemptions. Onondaga County shall provide copies of exemption certificates upon request.

Supplier's attention is called to fact that materials not actually incorporated into work will not be exempt from payment of a sales tax. This includes, but is not limited to, to such things as: Construction machinery and equipment including rentals or repair parts; Supplier's office supplies; Supplier's supplies, tools and miscellaneous equipment including forms, materials and scaffolding (whether purchased or rented); Temporary Heat; Telephone or electric services; Any other items purchased or rented by Supplier for Supplier's use in performing contract and not incorporated into realty.

WARRANTIES

Supplier warrants that all material, work product, and merchandise supplied under the Order (a) shall strictly conform to all specifications, drawings, samples, or other descriptions furnished to and approved by Onondaga County, (b) shall be fit and serviceable for the purpose intended, as agreed to by Onondaga County and Supplier (c) shall be of good quality and free from defects in materials and workmanship, (d) shall be new and not refurbished or reconditioned, unless expressly agreed in writing by Onondaga County, and (e) shall not infringe any patent, copyright, mask work, trademark, trade secret or other intellectual property, proprietary or contractual right of any third party. In addition, Supplier warrants that Onondaga County shall have good and marketable title to all goods (including all components thereof) purchased by Onondaga County pursuant to the Order, free of all liens and encumbrances and that no licenses are required for Onondaga County to use such goods. With respect to services, Supplier warrants that all services shall be provided in a professional and workmanlike manner, with a degree of skill and care consistent with current, good and sound professional procedures. Neither receipt of material, work product or merchandise nor payment therefore shall constitute a waiver of this provision. If a breach of warranty occurs, Onondaga County may, in its sole discretion, and without waiving any other rights, return for credit or require prompt correction or replacement of the nonconforming goods or services.

SUPPLEMENTAL WARRANTY

In addition to any other warranties, Bidder warrants for at least one year, commencing on the date of acceptance, that Bidder will correct at no additional cost to County any failure or defect in material and workmanship, where such defect appears in the equipment, goods, or services supplied under this bid. In the event that any applicable warranty provided by the manufacturer or otherwise related to the product, bidder shall cause its warranty to extend longer than the one-year period stated herein, ending at the time of the greater warranty period.

County does not accept purported terms and conditions in any bid documents attempting to make exceptions for implied warranties of suitability or merchantability. Further, County does not accept purported terms and conditions in any bid documents attempting to limit County's potential recovery for incidental or consequential damages or for its legal remedies to secure such recovery.

PACKING

Onondaga County's purchase order number and specific delivery location must appear on the outside of each package and on all packing slips, invoices, and allied papers. A packing slip must be included with each shipment. Except as expressly provided in the Order, Supplier shall pack, mark and prepare all shipments to meet the carrier's requirements, at Supplier's expense.

ASSISTANCE WITH FUNDING OBLIGATIONS

County may require assistance from Vendor in providing specific documentation required by funding sources, including, without limitation, State and Federal agencies. Vendor agrees to comply with County's requests for assistance in providing such documentation, including passing on such requirements to Vendor's subcontractors where applicable.

CLAUSES REQUIRED BY LAW

Each and every provision of law and clause required by law to be part of this agreement shall be deemed to be part of this agreement and to have been inserted in this agreement and shall have the full force and effect of law.

GOVERNING LAWS AND REGULATIONS

This Solicitation, including any resulting contracts and performance thereunder, shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a State or Federal court of competent jurisdiction located within Onondaga County, and bidder, by submitting its bid, consents to such jurisdiction. County does not agree to arbitration.

Bidder shall be responsible for obtaining knowledge of and complying with all applicable laws, rules, and regulations, including, without limitation, payment of prevailing wages for public works projects.

Such compliance is a material obligation of any contract resulting from this solicitation, bidder's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement.

Bidder shall obtain at its own expense all licenses or permits required for its services or work in connection with this solicitation, prior to the commencement of performance.

Special attention is called to those laws and requirements set forth below:

Section 103-d of the state's General Municipal Law requires the signing of a non-collusion certification, which reads:

"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 certified as to its own organization, under the penalty of perjury, that to the best of 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 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."

By submitting this bid, the bidder warrants that this bid is made without any connection with any person making another bid for the same contract and that the bid is in all respects fair, and without collusion or fraud; also that no member of the County Legislature or other officer of the County or any person employed by the County is directly or indirectly interested in said bid or in the supplies or work to which it relates or in any portion of the profits thereof.

The Toxic Waste Right to Know Law requires the bidder, supplier, manufacturer to provide, upon delivery, any and all information required by law. County reserves the right to refuse shipments and payment when Safety Data Sheets (SDS) are not supplied on delivery or promptly upon request.

Bidder will maintain Worker's Compensation during the life any resulting contract for the benefit of the bidder's employees.

The provisions of Labor Law §220-e are incorporated within and made a part of any resulting contract. Specifically, bidder acknowledges that discrimination on the basis of race, creed, color, disability, sex or national origin is prohibited under various provisions of federal, state, and local law, including applicable rules and regulations.

For construction projects that disturb more than one acre in total, construction Suppliers will be responsible for implementing storm water runoff control measures in accordance with the specifications. All construction projects disturbing more than one acre must control storm water runoff in full compliance with the SPDES general permit for storm water discharge from construction activity. The selected Supplier will certify their intent to comply with County's storm water management program.

SUSPENSION AND DEBARMENT

Supplier certifies that, except as noted, Supplier and any person associated with Supplier in the capacity of owner, partner, director, officer, or major stockholder is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, and has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years.

REPORTING AND DOCUMENTATION

Supplier shall report directly to the person designated by the County as the point of contact to act on County's behalf in directing and reviewing Supplier's services. This point of contact does not have authority to bind the County.

Supplier shall maintain sufficient documentation to reasonably support the use of funds or the delivery of goods and/or services to be provided to County, consistent with the terms and conditions of this Agreement. Such documentation shall be promptly provided to County's designated point of contact upon request.

To the extent practicable, deliverables are to be provided in an electronic format, unless otherwise directed by County within the Solicitation.

NOTICE TO PROCEED -- USE OF PURCHASE ORDERS

Supplier is not authorized to provide goods, equipment, services, or, in any other manner, commence work under the Agreement until and unless County issues a purchase order to Supplier for specific work or materials, consistent with an executed amendment (describing a phase, task, or deliverable). The purchase order shall constitute notice to proceed for such work. Supplier shall be limited to providing only the work specified on the purchase order and shall not incur costs or invoice County for amounts in excess of the purchase order. No oral modifications are permitted.

One or more purchase orders may be needed to accomplish the work of this Agreement, including any executed amendments. Under this Agreement, work may be phased or otherwise delivered at specific times in connection with a developed work schedule. County may choose to issue supplemental task orders or directives as may be needed to implement such work plan. The use of such supplemental documents, if any, may be specified within the purchase order or statement of work.

In the event Supplier reasonably anticipates costs or compensable work in excess of the dollar amounts authorized under a purchase order, Supplier shall promptly notify County and seek direction.

No purchase order shall be issued where the work is reasonably anticipated to extend beyond the end of the term, as specified herein. If it is reasonably anticipated that work shall extend beyond the end of the term, an extension in the form of an executed amendment should be in place, and Supplier shall promptly notify County and seek direction.

The County's obligation to make any payments under a contract resulting from this bid shall be limited to such amounts as has been duly appropriated by the County and made available for such contract. Until such time as a purchase order is issued by County for specific work, following a certification within the County that funds are appropriated and available to support such work, County shall not incur a financial obligation under this Agreement for such work.

PAYMENT AND PERFORMANCE BONDS

The Supplier shall furnish any required bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds shall be obtained from a surety satisfactory to the Owner rated "A/VI" or better by Best's rating service or an equivalent rating as certified by the Superintendent of Insurance, licensed to do business in New York State, and listed in the latest issue of the U.S. Treasury Circular 570. The cost of the required bonds shall be included in the Contract Sum. Each bond shall be maintained throughout the duration of the Project. The Surety furnishing the Performance Bond and the Labor and Material Payment bond must waive notice of any change in the contract price or contract time. Attorneys-in-Fact who sign bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

The Supplier shall deliver the required bonds to the Onondaga County Law Department prior to the execution of the Contract.

Every Bond must display the Surety's Bond Number.

PRICE INCREASES

Increases to the bid price shall not occur sooner than the date of renewal (if any). In the event that the Supplier intends to increase its pricing, the Supplier must notify the County Purchasing Director not less than ninety (90) days prior to such date of renewal. The date of renewal (if elected) will be deemed to be the contract anniversary date.

SUBSTITUTIONS FOR SPECIFIED EQUIPEMENT or MATERIALS

Use of Brand Names, Model Numbers or other References: References within the specifications to a trade name, manufacturer's catalog or model number are intended to establish the type and quality of materials, supplies or work desired.

If Bidder proposes goods, equipment, supplies, and methods by which work that are not as specified, Bidder warrants that the proposed items and are equal or better quality to the specified items in all respects. Each variance from any specified item must be clearly and fully stated within the bid. Bidder must provide supporting documentation (catalogue cuts, product literature, model number's, etc.) for each such item as part of its bid.

The Purchasing Director will determine, in such officer's sole discretion, whether such variant goods, equipment, supplies, and methods by which work is to be performed are accepted as being equal to the goods, equipment, supplies, and methods by which work is to be performed stated within the specifications.

SAFETY DATA SHEETS:

Safety Data Sheets must be provided for each item by each Bidder if requested.

End Standard Terms and Conditions

EXHIBIT C- INSURANCE REQUIREMENTS

The terms and conditions of the Agreement incorporating this Exhibit "C" executed between the Onondaga County ("County") and the Supplier identified in the Agreement shall take precedence over conflicting provisions within this document, unless otherwise stated herein. References to "this Agreement" shall mean the Agreement which incorporates this Exhibit "C". During the term of the Agreement, the Supplier shall comply with the Insurance Requirements set forth below:

INSURANCE

The insurance required within this section shall be obtained by Supplier from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A.M. Best Company, Inc. financial strength rating of A- or better and an A.M. Best Company, Inc. financial size category of XV.

Each insurance contract shall name Supplier as the insured in its declarations.

Each insurance contract, except a professional liability insurance contract, **shall be endorsed by the insurer to name, make, and add Onondaga County as additional insured** so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages.

Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to County, as primary to, and not seek contribution from, any other insurance available to County by any other insurance contract naming County as the insured.

Each insurance contract shall be endorsed by the insurer to obligate the insurer to give County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to County's Department of Law, John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, NY 13202.

Each insurance contract shall be approved and accepted by County, in its sole discretion.

Supplier shall deliver to County's Department of Law, before the Agreement may be made or performed, and from time to time as is reasonable, as evidence that Supplier has obtained the insurance as required by this Agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Supplier and copies of the declarations of each insurance contract referred to in the form certificate of insurance.

At the request of County, Supplier shall deliver to County's Department of Law a copy of any insurance contract required by the Agreement.

Supplier shall always obtain and maintain during the term of this agreement through at least three years after the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this Agreement, at its sole cost and expense, the following insurance:

Workers Compensation

Workers Compensation Insurance with statutory limits and Employers Liability coverage of not less than the statutory (unlimited) Employers Liability.

Commercial General Liability

Commercial General Liability Insurance with a minimum limit as follows:

Bodily Injury and Property Damage Limit	\$1,000,000 each occurrence
Products/Completed Operations Limit	\$2,000,000 aggregate
Personal Injury & Advertising Injury Limit	\$1,000,000 each person Or organization
General Aggregate	\$2,000,000 applicable on a Per project basis

- CGL Coverage shall be written on ISO Occurrence form CG00 01 0413 or substitute form providing equivalent coverage.
- Owner and all other parties required by contract, shall be included as additional insureds on the CGL including Completed Operations, using ISO Additional Insure Endorsement CG 2010 0413 or a combination of ISO form CG 2037 0413 or a equivalent coverage to the additional insured's. This insurance for the additional insured shall be as broad as the coverage provided for the named insured Supplier. shall apply as Primary and Noncontributory insurance, before any other insurance self-insurance, including any deductible, maintained by or provided to the additional insured.
- Supplier shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- CGL coverage shall not contain any exclusions for municipal work, "Labor Law" or any similar exclusions which exclude bodily injury to an employee of the Owner, Supplier or an employee of a sub-contractor hired by the Supplier if it occurs in the course of employment.

Automobile Liability

Automobile Liability insurance covering owned, hired and non- owned vehicles, with a minimum limit of liability of \$1,000,000. Owner and their agents and employees shall be included as additional insureds on a primary and non-contributing basis.

Umbrella or Excess Liability

Umbrella or Excess liability insurance with a limit of \$1,000,000.00 per occurrence and a general aggregate of \$1,000,000. Owner and their agents and employees shall be included as additional insureds on a primary and non-contributing basis before any other insurance or self- insurance, including any deductible maintained by, or provided to the additional insured other than the CGL, Auto Liability and Employer's Liability coverage's maintained by the Supplier.

If Supplier fails to procure insurance for the Owner as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by Owner, and their respective insurers, which would have otherwise been paid by the Supplier's required insurance.

Waiver of Subrogation - Supplier waives all rights against Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements above.

Notice of Change or Cancellation - No policy will permit cancellation or modification without thirty (30) days prior written notice of cancellation or modification to the Owner.

Prior to commencing "the Work" described in this Agreement, Supplier shall provide Owner a Certificate of Insurance evidencing compliance with the insurance procurement requirements herein, in standard ACORD form and attached to each certificate of insurance shall be a copy of the Additional Insured, Waiver of Subrogation and Notice of Cancellation endorsements.

In the event any part of this Addendum conflicts with any other provisions between Owner and Supplier regarding indemnity or insurance requirements, this Addendum controls. This Agreement cannot be modified orally, and any commencement of "the Work" described in the Agreement by the Supplier, or its agents, servants, employees or subcontractors shall constitute an acceptance of this written Agreement as is, and shall have the same force and effect as though same were fully executed.

THE
P R E C I S I O N
 Precision Industrial Maintenance, Inc. • Martin Environmental Services, Inc.
 Precision Trenchless, LLC
G R O U P

On Behalf of Precision Trenchless LLC, I am pleased to present you with pricing for Cleaning & CCTV inspection of UV cured pipe @ various locations in the Town of Clifton Park.

Work scope included in pricing

- CCTV with thumb drive video and reports
- High pressure jetting of pipe
- PW Rates included in pricing

Exclusions

- Any repairs to pipe
- Water source to be provided if needed by others
- Final billing will be done with post CCTV footages
- Area to dump spoils from cleaning to be provided by others
- Heavy Cleaning charge for any cleaning 3 or more passes per foot for the entire length of pipe segment

Per Onondaga County contract

89 Algonquin

125 LF 36 inch @ 270.00 per foot total length	\$ 33,750.00
CCTV	\$ 437.50
Bypass	<u>\$ 3,500.00</u>
Total	\$ 37,687.50

10 Gloucester 3 pipe segments = 389 lf

24 inch @ 159.95 per foot total length	\$ 62,220.55
Bypass (3)	\$ 10,500.00
CCTV	<u>\$ 1,361.50</u>
Total	\$ 74,082.05

96 Gloucester

24 inch @ 159.95 per foot total length 165lf	\$ 26,391.75
Bypass	\$ 3,500.00
CCTV	<u>\$ 577.50</u>
Total	\$ 30,469.25

THE
P R E C I S I O N
Precision Industrial Maintenance, Inc. • Martin Environmental Services, Inc.
Precision Trenchless, LLC
G R O U P

2 Laurel Oak lane (backyard)	
401 LF 18 inch @ 122.56 per foot total length	\$ 49,146.56
Bypass	<u>\$ 3,500.00</u>
Total	\$ 52,646.56

Project total estimate \$194,885.36

Signature _____

Date _____

Please contact me with any questions

Sincerely,

Lawrence Curtis,
Precision Trenchless, LLC
518 225 7129



CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

Form with fields for: 1a. Legal Name & Address of Insured, 1b. Business Telephone Number of Insured, 1c. NYS Unemployment Insurance Employer Registration Number of Insured, 1d. Federal Employer Identification Number of Insured or Social Security Number, 2. Name and Address of Entity Requesting Proof of Coverage, 3a. Name of Insurance Carrier, 3b. Policy Number of Entity Listed in Box "1a", 3c. Policy effective period, 3d. The Proprietor, Partners or Executive Officers are included.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? YES NO

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 policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Guy Alonge, III (Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [Signature] 01/12/2023 (Signature) (Date)

Title: President, Amsure - Albany Division

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-458-1800

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
PRECISION TRENCHLESS, LLC
1710 ERIE BOULEVARD
SCHENECTADY, NY 12308
1b. Business Telephone Number of Insured
1c. Federal Employer Identification Number of Insured or Social Security Number
465433576
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Clifton Park
639 Clifton Park Center Road
Clifton Park, NY 12065
3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company
3b. Policy Number of Entity Listed in Box "1a"
DBL573607
3c. Policy effective period
01/01/2023 to 12/31/2023

4. Policy provides the following benefits:
[X] A. Both disability and paid family leave benefits.
[] B. Disability benefits only.
[] C. Paid family leave benefits only.
5. Policy covers:
[X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
[] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 1/12/2023 By [Signature]
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)
Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.
Date Signed By
(Signature of Authorized NYS Workers' Compensation Board Employee)
Telephone Number Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

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 policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

RESOLUTION

#7

Resolution No. of 2023, a resolution appointing Joshua O’Leary to Chairman of the Industrial Development Agency (IDA).

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, Derek Brown has resigned as the current Chairman, and

WHEREAS, Josh O’ Leary has been recommended to fill the position, and

WHEREAS, Mr. O’ Leary has the background experience, education and training to act effectively as Chairman; now, therefore be it

RESOLVED, that Josh O’Leary is hereby appointed as a Chairman of the IDA for the remainder of a one-year term, term to expire December 31, 2023.

RESOLUTION
8

Resolution No. _____ of 2023, a resolution reappointing Sheila Barkevich as Secretary of the Industrial Development Agency (IDA).

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, the Town Supervisor has recommended that Sheila Barkevich, 630 Clifton Park Center Road, Clifton Park, be reappointed to this position, and

WHEREAS, Ms. Barkevich's presence on the IDA will confer a benefit to the Town of Clifton Park, now, therefore be it

RESOLVED, that Sheila Barkevich is hereby reappointed to the Secretary of the Industrial Development Agency, for a one year term to expire December 31, 2023.

RESOLUTION
9

Resolution No. _____ of 2023, a resolution appointing Cindy Zlogar as the Temporary Confidential Secretary to the Town Attorney

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, a vacancy exists in the office of the Town Attorney for administrative support, due to the Temporary Disability of Meg Springli, and

WHEREAS, the Town Board wishes to appoint Cindy Zlogar to the position of Confidential Secretary to the Town Attorney on a Temporary basis, now therefore, be it

RESOLVED that Cindy Zlogar is appointed as Confidential Secretary to the Town Attorney on a Temporary basis, and will be compensated at Grade 7 Step 3 (\$35.06 per hour) retroactive to January 10, 2023, and be it further

RESOLVED that the Comptroller is authorized to transfer funds from Contingency, \$14,500 to A-1420-E0252 (General Fund- Town Attorney-C. Zlogar), and be it further

RESOLVED, that Ms. Zlogar would be eligible for all full-time benefits offered by the Town.

**RESOLUTION
10**

Resolution No. _____ of 2023, a resolution correcting the appointment of Aaron Cote as an Alternate Representative to the Emergency Services Advisory Board (ESAB)

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, by resolution 2 of 2023, Mr. Cote was appointed to serve as an ESAB Alternate Representative to serve on the ESAB for a three-year term, term to expire December 31, 2025; and

WHEREAS, this resolution erroneously stated that Mr. Cote would represent the Ballston Lake Fire Department, and should be corrected to provide that he will represent the Rexford Fire Department in his capacity as Alternate Representative; now therefore be it

RESOLVED that Mr. Cote is appointed to serve as an ESAB Alternate Representative to the Rexford Fire Department for a three-year term, term to expire December 31, 2025.

**RESOLUTION
#11**

Resolution No. _____ of 2023, a resolution creating the position of Communications and Technology Coordinator for the Town, and appointing Norah Hoefer to the position provisionally,

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, due to the resignation of the Town's Information Specialist effective January 10, 2023, an opening exists in the Town for a position to manage the Town's communications and constituent service messaging, and to coordinate the IT needs of the Town with technology vendors relative to telephone, software, IT consultants and related services, and

WHEREAS, the Town Board wishes to establish the position of Communications and Technology Coordinator per the attached description to manage these and related functions, and

WHEREAS, after interviewing qualified candidates, the Town Board wishes to retain Norah Hoefer, Robinwood Drive, Clifton Park, NY to the position provisionally, now, therefore, be it

RESOLVED, that the position of Communications and Technology Coordinator for the Town is established, and be it further

RESOLVED, that Norah Hoefer, Robinwood Drive, Clifton Park, NY is hereby appointed provisionally for the position of Communications and Technology Coordinator at Grade 6, Step 8, \$37.35 per hour (\$67,977 per year), pending civil service qualification, effective immediately, to be paid with a transfer from A-1220-E0721 (General Fund- Supervisor- M. Andrus) to A-1220-Exxxx (General Fund- Supervisor- Employee).

COMMUNICATIONS AND TECHNOLOGY CO-ORDINATOR –

JOB POSTING

NOVEMBER 21, 2022

The Town of Clifton Park has an Opening for a position as Communications and Technology Coordinator – The position is non-union, and is a full time position, which will be offered at a starting compensation ranging from \$ 66,000 to 75,000, with appropriate Grade and step classification depending upon the experience and qualifications of the successful candidate. The Job description and minimum qualifications for the position is detailed below. The position is competitive within the New York State Civil Service system, and will be filled provisionally pending Civil service testing at a later date.

updated 11/2022

DISTINGUISHING FEATRURES OF THE CLASS:

The work involves responsibility for serving as the coordinator for the public communications of a large municipality through the release of information regarding the Town's programs, initiatives, public hearings and forums, as well as infrastructure needs and constituent services. Emphasis lies in the preparation of the Town newsletters, information for the website, use of new media, digital content and social networking, electronic messaging, advertisement and printed material. This position will also require actively working with Parks & Recreation and Highway Department personnel as well as other departments regarding emergency and other timely notifications. Does related work as required. This position reports to the Town Supervisor.

Additional duties will include acting as a first responder and coordinator for technology and software issues, including computers, electronic data and equipment for Town personnel, and serving as liaison with the Town's Information technology consultant, network administrators and vendors as needed, including the VOIP phones service provider, and parcel-based software systems.

TYPICAL WORK ACTIVITIES:

- 35 hours per week. Flexible schedule will include some evening and weekend in-person duties
- Collects, assembles and compiles information on department activities and designs announcements and press releases for Town Initiatives & Departmental announcements;
- Develops and collaborates on web content and new media as applicable, exhibit designs, newsletters, booklets, pamphlets, , flyers and articles for public distribution;

- Draft proclamations, letters of recognition, and award certificates
- Operates video camera for all Town Board Meetings;
- Perform effective constituent service activities, including satisfying direct inquiries and concerns, and serving as a liaison to community organizations
- Coordinate and triage internal requests for assistance regarding technology matters for all Town personnel, and escalation and communication with IT Consultants and vendor staff as necessary;
- Process invoices for IT equipment and services.

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Good knowledge of the principles of marketing and communications as they apply to governmental information and publication/promotional programs; good knowledge of marketing strategies, terminology, and technology appropriate for use in the various communications media; Good knowledge of the principles and practices of public relations; good knowledge of the agency's organization, functions, goals and programs; Good knowledge of style, vocabulary, spelling and grammar; working knowledge of the uses and capabilities of photographic, audio-visual, printing and other relevant equipment; working knowledge of obtaining and verifying information; Ability to collaborate and work with a team to achieve the desired goals of the organization; Good knowledge of website posting and editing, and current social media platforms; Good knowledge of and basic administration of current Windows operating systems, MS Office 365, and Outlook

MINIMUM QUALIFICATIONS

- A. Graduation from a regionally accredited college or university with a Bachelor's Degree and two (2) years of professional level work experience, or its part time equivalent in marketing, journalism or communications; OR
- B. Graduation from a regionally accredited college or university with an Associates Degree and four (4) years of professional level work experience, or its part time equivalent in marketing, journalism or communications; OR
- C. Graduation from High School or possession of a GED and six (6) years of professional level work experience, or its part time equivalent in marketing, journalism or communications.

Proficiency in current Windows, MS Office 365 and Outlook 365 applications required. Certifications in Windows Active Directory and A+ are a plus. Familiarity with WYSIWYG web content management systems such as WordPress and/or JOOMLA a plus.

NOTE: Successful completion of graduate semester credit hours in marketing, journalism or communications or closely related field from a regionally accredited or New York State registered college or university may be substituted for work experience as follows: Thirty

(30) graduate semester hours is equivalent to one (1) year of work experience; Sixty (60) graduate semester credit hours is equivalent to two years of work experience.