

MUNICIPALITY/SPONSOR: Town of Cicero
PROJECT ID NUMBER: 375471 BIN: 2268400
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A

Federal-Aid Local Project Agreement

COMPTROLLER'S CONTRACT NO D033422

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the Town of Cicero (the "Municipality/Sponsor")
acting by and through Supervisor
with its office at 8236 South Main Street, Cicero, NY 13039.

This Agreement covers eligible costs incurred on or after 9/16/2011.

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal-aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal-aid project shall be identified for the purposes of this Agreement as East Circle Drive Bridge over Darlene's Brook - Bridge Rehabilitation BIN 2268400 (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal-aid funds to the State for the purpose of carrying out Federal-aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal-aid available under the Federal-aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal-aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, the State established the "Marchiselli" Program, that provides State aid for Federal-aid highway projects not on the State highway system; and

MUNICIPALITY/SPONSOR: Town of Cicero
PROJECT ID NUMBER: 375471 BIN: 2268400
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A

WHEREAS, pursuant to Chapters 329, 330 and 331 of the Laws of New York of 1991, Highway Law §80-b and Public Authorities Law §380 funding of the "State share" of projects under the Marchiselli Program is provided from the proceeds of Local Highway and Bridge Service Contract Bonds issued by the New York State Thruway Authority ("Thruway Authority Bonds"); and

WHEREAS, the continuing legislative authorization for the funding of eligible costs of Federal-aid Municipal/Sponsor streets and highway projects from the proceeds of Thruway Authority Bonds is pursuant to a chapter or chapters of the laws of New York State providing appropriations pursuant to Public Authorities Law §380(1); and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal-aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the Supervisor of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal-Aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "2" - Iran Divestment Act
- Appendix "B" - U.S. Government Required Clauses
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

MUNICIPALITY/SPONSOR: Town of Cicero
PROJECT ID NUMBER: 375471 BIN: 2268400
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Procedures for Locally Administered Federal-aid Projects" (available through NYSDOT's web site at <https://www.nysdot.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal-aid and the required Municipality/Sponsor Deposit for the non-Federally-aided portion, and, if applicable, shall request Thruway Authority funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal-aid and, if applicable, Marchiselli aid as described below. NYSDOT will make reimbursements periodically upon request and certification by the Sponsor. The frequency of billing must be in conformance with that stipulated in the *NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments)*. NYSDOT recommends that bills not be submitted more frequently than monthly for a typical project. In all cases, bills must be submitted at least once every six months.

4.1 *Federal-aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal-aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal-aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal-aid eligible projects to be on the Federal-Aid Highway System ("FAHS"), except for bridge and safety projects that can be off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

MUNICIPALITY/SPONSOR: Town of Cicero
PROJECT ID NUMBER: 375471 BIN: 2268400
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A

4.2 *Marchiselli Aid (if applicable)*. NYSDOT will request Thruway Authority reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal-aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs*. To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under §4.1; (b) be for work which, when completed, has a certifiable service life of at least 10 years; and (c) be for a work type that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing off the State Highway System.

4.3 In no event shall this Agreement create any obligation to the Municipality/Sponsor for funding or reimbursement of any amount in excess of:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share or the amount stated in the Comprehensive List, whichever is lower.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreements and Supplemental Schedule(s) A*. Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties, and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements*. NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal-aid or Marchiselli Aid hereunder.

MUNICIPALITY/SPONSOR: Town of Cicero
PROJECT ID NUMBER: 375471 BIN: 2268400
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal-aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

MUNICIPALITY/SPONSOR: Town of Cicero
PROJECT ID NUMBER: 375471 BIN: 2268400
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they 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 State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

MUNICIPALITY/SPONSOR: Town of Cicero
PROJECT ID NUMBER: 375471 BIN: 2268400
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal-aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Procedures for Locally Administered Federal-aid Projects manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (a) Via certified or registered United States mail, return receipt requested;
 - (b) By facsimile transmission;
 - (c) By personal delivery;
 - (d) By expedited delivery service; or
 - (e) By e-mail.

MUNICIPALITY/SPONSOR: Town of Cicero
PROJECT ID NUMBER: 375471 BIN: 2268400
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: Doug Mills
Title: Civil Engineer 2

Address: 333 East Washington Street, Syracuse, NY 13202
Telephone Number: 315 428-4410
Facsimile Number: 315 428-4417
E-Mail Address: doug.mills@dot.ny.gov

[Municipality/Sponsor] Town of Cicero

Name: James Corl
Title: Supervisor
Address: P.O. Box 1517, 8236 South Main Street Cicero, NY 13039-1517
Telephone Number: 315 699-1414
Facsimile Number: 315 699-0399
E-Mail Address: jcorl@ciceronewyork.net

17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available on the State Comptroller's website at www.osc.state.ny.us/epay/index.htm or by email at epunit@osc.state.ny.us. When applicable to State Marchiselli and other State reimbursement by the NYS Thruway, registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website.

MUNICIPALITY/SPONSOR: Town of Cicero
PROJECT ID NUMBER: 375471 BIN: 2268400
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS Thruway Authority's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), *External Programs*; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State *Smart Growth Public Infrastructure Policy Act*, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal-aid Projects (PLAFAP) manual, which, as such, may be amended from time to time.

Locally administered Federal-aid transportation projects must be constructed in accordance with the current version of *NYSDOT Standard Specifications; Construction and Materials*, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

MUNICIPALITY/SPONSOR: Town of Cicero
PROJECT ID NUMBER: 375471 BIN: 2268400
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

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

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

Notary Public

YSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

By: _____
For Commissioner of Transportation

By: _____
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

COMPTROLLER'S APPROVAL:

Date: _____

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
 NYSDOT/ State-Local Agreement - Schedule A for PIN 3754.71**

OSC Municipal Contract #: D033422	Contract Start Date: 9/15/2011 (mm/dd/yyyy)	Contract End Date: 12/31/2016 (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
---	--	---

Purpose: Original Standard Agreement Supplemental Schedule A No.

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): Town of Cicero
 State Administered Other Municipality/Sponsor (if applicable):

State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: BR REHAB **County (If different from Municipality):** Onondaga County

Project Description (Check, if changed from last Schedule A): EAST CIRCLE DRIVE BRIDGE OVER DARLENE'S BROOK
Additional Project Description (if required): BRIDGE REHABILITATION BIN 2268400

Marchiselli Eligible Yes No

Marchiselli Allocations Approved FOR ALL PHASES *To compute Total Costs in the last row and column, right click in each field and select "Update Field."*

Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$7,500.00	\$5,250.00	\$	\$12,750.00
<input type="checkbox"/>	Current SFY	\$	\$	\$	\$ 0.00
Authorized Allocations to Date		\$7,500.00	\$5,250.00	\$ 0.00	\$12,750.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in the last row, right click in each field and select "Update Field."*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding Program	Total Costs	FEDERAL Participating Share and Percentage	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
3754.71.121	Current	STP	\$50,000.00	\$40,000.00 (80%)	\$7,500.00	\$2,500.00	\$
	Old		\$	\$	\$	\$	\$
3754.71.221	Current	STP	\$25,000.00	\$20,000.00 (80%)	\$3,750.00	\$1,250.00	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
TOTAL CURRENT COSTS:			\$75,000.00	\$60,000.00	\$11,250.00	\$3,750.00	\$ 0.00

NYS DOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in last row, right click in each field and select "Update Field."

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
..	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
..	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
..	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
..	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
..	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
..	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
..	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

C. Total Local Deposit(s) Required for State Administered Projects:	\$
--	----

D. Total Project Costs To compute Total Costs in the last column, right click in the field and select "Update Field."				
Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total Other STATE Cost	Total LOCAL Cost	Total Costs (all sources)
\$60,000.00	\$11,250.00	\$	\$3,750.00	\$75,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Doug Mills</u> Phone No: <u>315-428-4410</u>
--	--

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

December, 2011

TABLE OF CONTENTS

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

STANDARD CLAUSES FOR NYS CONTRACTS

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

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are

required to be covered by the provisions of the Workers' Compensation Law.

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

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

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually

agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to

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

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

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the

December, 2011

subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5803
<http://www.empire.state.ny.us>

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

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

retained the documentation of these efforts to be provided upon request to the State;

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

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

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

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

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

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

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

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

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

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

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

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

APPENDIX B
REQUIREMENTS FOR FEDERALLY AIDED TRANSPORTATION PROJECTS
(January 2009)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, NYSDOT is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its "Procedures for Locally Administered Federal-Aid Projects" (available through NYSDOT's web site at: www.dot.ny.gov/plafap). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: www.fhwa.dot.gov/programadmin/contracts/1273.htm).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and Department of Transportation regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION.** No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the execution of this Agreement, the Municipality/Sponsor's contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State

in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49CFR Part 26.

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations". Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptroller's Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

² www.cfda.gov/

Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215 Highway Training and Education
20.219 Recreational Trails Program
20.XXX Highway Planning and Construction - Highways for LIFE;
20.XXX Surface Transportation Research and Development;
20.500 Federal Transit-Capital Investment Grants
20.505 Federal Transit-Metropolitan Planning Grants
20.507 Federal Transit-Formula Grants
20.509 Formula Grants for Other Than Urbanized Areas
20.600 State and Community Highway Safety
23.003 Appalachian Development Highway System
23.008 Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient 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.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

APPENDIX 2 IRAN DIVESTMENT ACT

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

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

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

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

SAMPLE RESOLUTIONS

SAMPLE RESOLUTION BY MUNICIPALITY

(Locally Administered Project)

RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the _____, P.I.N. _____ (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of _____% Federal funds and _____% non-federal funds; and

[For **SOFT MATCH CREDIT AGREEMENTS** add: WHEREAS, as provided for by agreement with the NYS Department of Transportation, PE and/or ROW Incidental or ROW acquisition work performed by the municipality for the federal aid-eligible construction project covered by the agreement, the costs of such work that are approved in writing by NYSDOT as applicable to the federal aid and Marchiselli aid construction work (excluding costs applicable to non-federally eligible or non-Marchiselli eligible project elements) shall be credited following FHWA's construction phase closeout audit of the Project to Project costs that are eligible for federal aid and Marchiselli aid; and]

WHEREAS, the _____ of _____ desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of _____.

NOW, THEREFORE, the _____ Board, duly convened does hereby

RESOLVE, that the _____ Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the _____ Board hereby authorizes the _____ of _____ to pay in the first instance 100% of the federal and non-federal share of the cost of _____ work for the Project or portions thereof; and it is further

RESOLVED, that the sum of _____ is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the _____ of _____ shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the _____ thereof, and it is further

RESOLVED, that the _____ of the _____ of the _____ of _____ be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the _____ of _____ with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately

SCHEDULE B

PHASE/SUBPHASE	Allocation of Responsibility	
	NYS DOT	Municipality
9. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.		X
10. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.		X
11. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.		X
12. Conduct any required soils and other geological investigations.		X
13. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.		X
14. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.		X
15. Prepare and execute any required agreements, including: --Railroad force account --Maintenance agreements for sidewalks, lighting, signals, betterments --Betterment Agreements --Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities.		X
16. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E by NYSDOT.		X

PHASE/SUBPHASE	Allocation of Responsibility	
	NYS DOT	Municipality
17. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).		
18. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.		
A2. Right-of-Way (ROW) Incidentals		
1. Prepare ARM or other mapping, showing preliminary taking lines.		X
2. Right-of-Way (ROW) mapping and any necessary ROW relocation plans.		X
3. Obtain abstracts of title and certify those having an interest in Right-of-Way to be acquired.		X
4. Secure Appraisals.		X
5. Perform Appraisal Review and establish an amount representing just compensation.		X
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including "de minimis" determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.		X
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.		X

PHASE/SUBPHASE	Allocation of Responsibility	
	NYS DOT	Municipality
<p>8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).</p> <p>9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.</p>		
<p>B. Right-of-Way (ROW) Acquisition</p>		
<p>1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYS DOT is to acquire property on behalf of the Municipality, the Municipality agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.</p>		
<p>2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.</p>		
<p>3. Conduct condemnation proceedings, court and any other legal actions required to acquire properties.</p>		
<p>4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.</p>		
<p>5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.</p>		
<p>6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.</p>		
<p>7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.</p>		

PHASE/SUBPHASE	Allocation of Responsibility	Municipality
	NYS DOT	
8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).		
9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.		
C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase		
1. Advertise contract lettings and distribute contract documents to prospective bidders.		
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).		
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.		
4. Compile and submit Contract Award Documentation Package.		
5. Review and approve any proposed subcontractors, vendors, or suppliers.		
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.		

<p>7(A). For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.</p> <p>7(B). For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.</p>		
<p>PHASE/SUBPHASE</p>	<p>Allocation of Responsibility</p> <p>NYSDOT Municipality</p>	
<p>8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.</p>		
<p>9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.</p>		
<p>10. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).</p>		
<p>11. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.</p>		
<p>12. Review and approve all shop drawings, fabrication details, and other details of structural work.</p>		
<p>13. Administer all construction contract claims, disputes or litigation.</p>		
<p>14. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.</p>		
<p>D. Requirements for OGS-Let Bituminous Concrete (VPP) and Liquid Bituminous Materials Projects</p>		

		<p>Prep work:</p> <ol style="list-style-type: none"> 1. Project development should be coordination with regional safety personnel to ensure conformance to the Safety Appurtenances Program (see Appendix 3E of the Comprehensive Pavement Design Manual) and the 1R process, provided in Appendix 3D of the Comprehensive Pavement Design Manual.
		<ol style="list-style-type: none"> 2. A Safety Audit Team should review selected sites soon after project selection to identify current safety concerns that should be addressed prior to paving, and analyze current accident data and make recommendations for safety improvements.
		<ol style="list-style-type: none"> 3. Identify any current conditions experiencing superelevation, (ie., curves where it is determined that existing operating speeds are now causing or may in the future cause, vehicles to travel of the roadway). Evaluate the effectiveness of alternative remediation treatments (signing, delineation, etc). Schedule superelevation or alternative treatments to be done prior to performing pavement work for OGS-let VPP contracts.
		<ol style="list-style-type: none"> 4. Replace missing regulatory or warning signs as noted by the Safety Audit Team.
		<ol style="list-style-type: none"> 5. Conduct other prep work, such as truing and leveling is to be used as at spot locations to remove irregularities in the old pavement, fill and patch pot holes and correct variations in banked pavement.
		<ol style="list-style-type: none"> 6. Safety work should be completed as soon as possible preferably within 2 months of the paving work, unless otherwise specified. This includes replacement of pavement markings, delineation, rumble strips, shoulder work and guide rail replacement, modification or relocation, etc.
		<ol style="list-style-type: none"> 7. As soon as possible, preferably within 2 months of the paving work, unless otherwise specified, overlay splices for side roads and driveways as necessary.

Memorandum

TO: Cicero Town Board Members

FROM: Justice Court

DATE: September 24, 2012

RE: Fall Training

The Justice Department is requesting of the Town Board to make a resolution to approve Fall Training for 2 of the 3 Justice Clerks (one will be on Maternity Leave) Friday, October 12, 2012 at a cost of \$17. 00 per Clerk, and use of a Town Vehicle. The training will be held at Herkimer County Community College. Please find attached agenda of topics that will be presented at training.

It's that time again.....

5th Judicial District

Fall Training

Friday, October 12, 2012

At

**Herkimer County
Community College**

Training will be held at Herkimer County Community College,
100 Reservoir Road, Herkimer, NY 13350.

Robert McLaughlin College Center Room #282/283

Morning refreshments and lunch will be provided at a cost of \$17.00

We would appreciate if you could bring exact change.

(Payable at registration that morning starting at 8:30am)

_____ I will attend Fall Training

Name: _____ Court: _____

Tel#: _____

Fax#: _____

Please RSVP by fax no later than Friday October 5th to Fax # 315-637-9807

If you have any questions, please call Kim Amidon at 315-637-3251 or 315-427-3632

Fall Training Agenda

- | | |
|---------------|--|
| 8:30 – 9:00 | Registration |
| 9:00 – 10:30 | Transportation Law with
Sgt. Walser of the NYSP |
| 10:45 – 12:00 | Records Management with Rick Hogan |
| 12:00 – 1:00 | LUNCH |
| 1:00 – 2:15 | Veterans Justice Outreach Program with
Kynna Murphy, LCSW-R |
| 2:30 – 4:00 | Sealing/DNA with Tina Richburg |

Driving Directions

- Take I-90 (NYS Thruway) to Exit 30 (Herkimer).
- After toll booth bear right onto Mohawk St. and immediately move to left lane. Go under two underpasses.
- Take a left at the first light after the second underpass onto Caroline St.
- Stay on Caroline St. You will cross Rte 5, pass the Shopping Center, and enter a residential section with several stop signs. Stay on Caroline until the road ends. Then make a left onto German St.
- Stay on German St. for several hundred feet and take your first right before the light, onto Lou Ambers Dr.
- Proceed up the hill and around a bend past Campus Meadows apartments and into the College's parking lot.

Total distance from Exit 30 NYS Thruway [I-90] to the College is no more than 1.5 miles.

If you are using a GPS device, please use this address: 100 Lou Ambers Drive Herkimer, NY 13350. Although this is not the official address, but it will navigate you easily to our campus.

We are going to do the following roads this month. ^{JIM}
Cicero Hwy Dept

Proposed Estimates for Additional Roads

Road	Contractor Cost	Materials Cost
Tuttle Rd	\$ 10,700.00	\$ 25,539.40
Business Ave	\$ 4,070.00	\$ 17,562.00
Kopp Ave	\$ 3,770.00	\$ 7,024.80
Kathan Rd	\$ 9,190.00	\$ 46,832.00
Washington	\$ -	\$ 6,439.40
	\$ 27,730.00	\$ 103,397.60
	<u>Total</u>	<u>\$ 131,127.60</u>
	<u>Total remaining from 284</u>	<u>\$ 134,116.00</u>

Date: Oct.10th, 2012

Highway Department Agenda Items

Request approval for the following items:

EMERGENCY PURCHASE: none

(A) ITEM: Sign material for street signs

VENDOR: 3M

AMOUNT: \$3,500.00

ACCOUNT CODE: A33102

MOTION TO APPROVE:

(B) ITEM: 17 loads Brush-overage of P.O.'s

VENDOR: C.Mattes, Inc.

AMOUNT: \$1,275.00

ACCOUNT CODE: DB514047

MOTION TO ACCEPT:

(C) ITEM: EMERGENCY-Air Compressor for garage, to replace antiquated 1974 unit.

VENDOR: Gartner Equipment Company, Inc.

AMOUNT: \$4,283.00.00

ACCOUNT CODE: A51322

MOTION TO APPROVE:

(D) ITEM: Hoist w/cylinder for truck #26 Brush Loader includes freight

VENDOR: Cyncon Equipment

AMOUNT: \$5,700.00

ACCOUNT CODE: DB513055

MOTION TO APPROVE:

(E) ITEM: 30 yds concrete, for metal drop off pad

VENDOR: Robinson/Vitale Concrete

AMOUNT: \$3,345.00

ACCOUNT CODE: A1620403

MOTION TO APPROVE:

(F) ITEM: 1000 stakes

VENDOR: Engebretsen's Sawmill

AMOUNT: \$1,250.00

ACCOUNT CODE: DB51424MB

MOTION TO APPROVE:

(G) ITEM: Cutting Edges, angle guards, carbide blades for plows

VENDOR: Winter Equipment Company, Inc.

AMOUNT: \$3,512.96

ACCOUNT CODE: DB513055

MOTION TO APPROVE:

(H) ITEM: Tree Removal- 2 on Gillette Rd., 3 on Mudmill and 2 Tuttle Rd.

VENDOR: Lumberjack Tree Service

AMOUNT: \$5,600

ACCOUNT CODE: DB514042

MOTION TO ACCEPT:

AGENDA OCTOBER 10, 2012

TO: Town Board
FROM: Jody L. Rogers, Director
DATE: September 25, 2012
RE: Purchase Approval
Training Request

Purchase Approvals:

ITEM: Jerseys for Youth Basketball
VENDOR: Papa's Sports
AMOUNT: \$2,500 (via participant fees)
Budget Code: B7020.44

Training for Youth Bureau Staff:

I would like approval to attend the Association of New York State Youth Bureau Director/Staff Training which is required for Youth Bureaus in Albany on Tuesday, October 23rd. I have attached the schedule of the program. Both Toni Brauchle and I would be attending. The only expense is the use of the van.

Memo

To: Town Board Members
From: Jim Corl
Date: 10/4/2012
Re: Bay Colony Road Project

Attached hereto please find the invoices for services rendered in connection with the Bay Colony Road Project for engineering.

The total amount is \$10,052.91. This was discussed with Chris and Vern after the Last drainage workshop.

Should you have any questions please contact me or Mr. Wickman prior to the meeting with any questions.



Send Payment to:	C&S Engineers, Inc. PO Box 64366 Baltimore, MD 21264-4366
-------------------------	--

**TOWN OF CICERO
CICERO TOWN HALL
8236 SOUTH MAIN ST.
CICERO, NY 13039**

**Invoice # : 0135321
Project : 110136100
Invoice Date : 10/3/2012**

For Professional Services Rendered from 7/28/2012 through 9/21/2012

Bay Colony Paving Contract 2012

Continuing part-time construction inspection throughout the Bay Colony paving project. Attended special meeting 8/15/12 at request of Highway Superintendent to plan steps to project completion and decide how best to address strengthening the road edges. Provided an additional inspection and a letter at the Highway Superintendents request to document that we agreed it would be appropriate to start the full width paving. Paving is now complete and road edges are being top-soiled.

Salaries

Rate Schedule Labor	3,261.50	
Multiplier Labor	2,289.14	
Total Salaries		5,550.64

Expenses

Unit Pricing - Rate	326.90	
Total Expenses		326.90

Amount Due This Invoice **	5,877.54
-----------------------------------	-----------------

Outstanding Invoice(s)

Number	Date	Amount	Balance
0134068	8/2/2012	4,175.37	4,175.37
Total Outstanding Due:			4,175.37

C&S wants your feedback. Visit <http://www.cscos.com/contact>

**Invoice Contact Person: Geralyn Macko, Account Manager
Telephone: (315) 455-2000 Ext. No. 4214, gmacko@cscos.com
Net 30 Days - 1 1/2% Interest per Month**

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
ADMINISTRATIVE ASSISTANT			
MACKO, GERALYN M.	0.50	67.00	33.50
PROJECT ENGINEER			
COMPOLI, THOMAS	10.50	88.00	924.00
SENIOR PROJECT ENGINEER			
CHAMBERS, MARK J.	1.00	112.00	112.00
SERVICE GROUP MANAGER			
WICKMAN, DOUGLAS R.	15.00	138.00	2,070.00
SR. CONSTRUCTION SUPERVISOR			
SCHILLY JR., WILLIS C.	1.00	122.00	122.00
Rate Schedule Labor			3,261.50

Multiplier Labor

<u>Class / Employee Name</u>	<u>Hours</u>	<u>Cost</u>	<u>Multiplier</u>	<u>Amount</u>
INTERN				
FRATESCHI, MICHAEL	57.00	18.20	2.15	2,230.44
FRATESCHI, MICHAEL	1.00	27.30	2.15	58.70
Multiplier Labor				2,289.14

Unit Pricing Expenses

<u>Vendor / Employee Name</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
MILEAGE			
SCHILLY JR., WILLIS C.	40.00	0.555	22.20
FRATESCHI, MICHAEL	489.00	0.555	271.40
COMPOLI, THOMAS	60.00	0.555	33.30
Total: MILEAGE			326.90

Unit Pricing

Unit Pricing			326.90
Total Project:	110136100 -- Bay Colony Paving Contract 2012		5,877.54



C&S ENGINEERS, INC.

Invoice Backup - eExpense

Project : 110136100 Bay Colony Paving Contract 2012
 Client: 110 TOWN OF CICERO
 Expense Report : ER00017123 Schilly

Expense Report Date Range: 8/23/2012 - 9/19/2012
 Period End Date : 9/21/2012

000047 SCHILLY JR., WILLIS C.

Units						Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total		
Co	Pd Category	Name	Project	Phase	Task	Org	Curr	8/19	8/20	8/21	8/22	8/23	8/24	8/25	Total
												36.00	36.00		72.00
							Other					36.00	36.00		72.00
							Week Total					36.00	36.00		72.00
Co	Pd Category	Name	Project	Phase	Task	Org	Curr	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
								8/26	8/27	8/28	8/29	8/30	8/31	9/1	Total
									26.00	51.00		27.00			104.00
							Other		26.00	51.00		27.00			104.00
							Week Total		26.00	51.00		27.00			104.00
Co	Pd Category	Name	Project	Phase	Task	Org	Curr	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
								9/2	9/3	9/4	9/5	9/6	9/7	9/8	Total
												31.00	15.00		46.00
							Other					31.00	15.00		46.00
							Week Total					31.00	15.00		46.00
Co	Pd Category	Name	Project	Phase	Task	Org	Curr	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
								9/9	9/10	9/11	9/12	9/13	9/14	9/15	Total
									62.00	25.00		40.00			127.00
							Other		62.00	25.00		40.00			127.00
							Week Total		62.00	25.00		40.00			127.00
Co	Pd Category	Name	Project	Phase	Task	Org	Curr	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
								9/16	9/17	9/18	9/19	9/20	9/21	9/22	Total
	MILEAGECAR	Mileage- Car allowance	110136100	510	****	1161	US				40.00				40.00
							Other		25.00	45.00	35.00				105.00
							Week Total		25.00	45.00	75.00				145.00
Total Units									113.00	121.00	75.00	134.00	51.00		494.00

C&S ENGINEERS, INC.

Invoice Backup - eExpense



Project : 110136100 Bay Colony Paving Contract 2012
 Client: 110 TOWN OF CICERO
 Expense Report : ER00016571 08-03-12

Expense Report Date Range: 7/26/2012 - 8/1/2012
 Period End Date : 8/24/2012

001986 FRATESCHI, MICHAEL

Units								Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
Co	Pd Category	Name	Project	Phase	Task	Org	Curr	7/22	7/23	7/24	7/25	7/26	7/27	7/28	
	MILEAGE	Mileage-Standard	110136100	510	****	1160	US					29.00			29.00
							Other					36.00	24.00	12.00	72.00
							Week Total					65.00	24.00	12.00	101.00
Co	Pd Category	Name	Project	Phase	Task	Org	Curr	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
	MILEAGE	Mileage-Standard	110136100	510	****	1160	US	7/29	7/30	7/31	8/1	8/2	8/3	8/4	
							Other		24.00	12.00	12.00				48.00
							Week Total		64.00	52.00	32.00				148.00
Total Units								64.00	52.00	32.00	65.00	24.00	12.00	249.00	

C&S ENGINEERS, INC.

Invoice Backup - eExpense



Project : 110136100 Bay Colony Paving Contract 2012
 Client: 110 TOWN OF CICERO
 Expense Report : ER00016683 08-10-12

Expense Report Date Range: 8/2/2012 - 8/8/2012
 Period End Date : 8/24/2012

001986 FRATESCHI, MICHAEL

Units

Co	Pd Category	Name	Project	Phase	Task	Org	Curr	Sun 7/29	Mon 7/30	Tue 7/31	Wed 8/1	Thu 8/2	Fri 8/3	Sat 8/4	Total
	MILEAGE	Mileage- Standard	110136100	510	****	1180	US					40.00			40.00
							Other					38.00	12.00	12.00	60.00
							Week Total					78.00	12.00	12.00	100.00
Co	Pd Category	Name	Project	Phase	Task	Org	Curr	Sun 8/5	Mon 8/6	Tue 8/7	Wed 8/8	Thu 8/9	Fri 8/10	Sat 8/11	Total
	MILEAGE	Mileage- Standard	110136100	510	****	1180	US		40.00	40.00	40.00				120.00
							Other		24.00	24.00	24.00				72.00
							Week Total		64.00	64.00	64.00				192.00
Total Units								64.00	64.00	64.00	76.00	12.00	12.00	292.00	

C&S ENGINEERS, INC.
Invoice Backup - eExpense



Project : 110136100 Bay Colony Paving Contract 2012
 Client: 110 TOWN OF CICERO
 Expense Report : ER00016849 08-17-12

Expense Report Date Range: 8/9/2012 - 8/15/2012
 Period End Date : 8/24/2012

001986 FRATESCHI, MICHAEL

Units							Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total		
Co	Pd	Category	Name	Project	Phase	Task	Org	Curr	8/5	8/6	8/7	8/8	8/9	8/10	8/11	Total
		MILEAGE	Mileage- Standard	110136100	510	****	1180	US					40.00			40.00
								Other					12.00	12.00		24.00
								Week Total					52.00	12.00		64.00
Co	Pd	Category	Name	Project	Phase	Task	Org	Curr	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
		MILEAGE	Mileage- Standard	110136100	510	****	1180	US	8/12	8/13	8/14	8/15	8/16	8/17	8/18	Total
								Other		24.00	36.00	24.00				84.00
								Week Total		64.00	56.00	64.00				184.00
Total Units									64.00	56.00	64.00	52.00	12.00		248.00	

C&S ENGINEERS, INC.
Invoice Backup - eExpense



Project : 110136100 Bay Colony Paving Contract 2012
 Client: 110 TOWN OF CICERO
 Expense Report : ER00016969 8-31-12

Expense Report Date Range: 8/16/2012 - 8/29/2012
 Period End Date : 9/21/2012

001986 FRATESCHI, MICHAEL

Units							Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total		
Co	Pd	Category	Name	Project	Phase	Task	Org	Curr	8/12	8/13	8/14	8/15	8/16	8/17	8/18	
		MILEAGE	Mileage- Standard	110136100	510	****	1180	US					40.00			40.00
								Other					24.00	12.00		38.00
								Week Total					64.00	12.00		78.00
Co	Pd	Category	Name	Project	Phase	Task	Org	Curr	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
		MILEAGE	Mileage- Standard	110136100	510	****	1180	US	8/26	8/27	8/28	8/29	8/30	8/31	9/1	
											20.00					20.00
								Other			18.00					18.00
								Week Total			38.00					38.00
Total Units											38.00		64.00	12.00		114.00

C&S ENGINEERS, INC.
Invoice Backup - eExpense



Project : 110136100 Bay Colony Paving Contract 2012
 Client: 110 TOWN OF CICERO
 Expense Report : ER00017445 PE..091412

Expense Report Date Range: 9/10/2012 - 9/14/2012
 Period End Date : 9/21/2012

003078 COMPOLI, THOMAS

Units

Co	Pd Category	Name	Project	Phase	Task	Org	Curr	Sun 9/9	Mon 9/10	Tue 9/11	Wed 9/12	Thu 9/13	Fri 9/14	Sat 9/15	Total
	MILEAGE	Mileage- Standard	110136100	510	****	1161	US		20.00				20.00		40.00
							Other			74.00	74.00				148.00
							Week Total		20.00	74.00	74.00		20.00		188.00
Total Units									20.00	74.00	74.00		20.00		188.00



Send Payment to: C&S Engineers, Inc.
PO Box 64366
Baltimore, MD 21264-4366

TOWN OF CICERO
CICERO TOWN HALL
8236 SOUTH MAIN ST.
CICERO, NY 13039

Invoice # : 0134068
Project : 110136100
Invoice Date : 8/2/2012

For Professional Services Rendered from 6/1/2012 through 7/27/2012

Bay Colony Paving Contract 2012

Preparation of construction plans for the Bay Colony project, meeting at Town Hall to review project details with highway department, meeting on site at request of highway department to consider an alternate material to reduce future cracking, and part-time construction inspection services.

Salaries

Rate Schedule Labor	3,259.00	
Multiplier Labor	860.87	
Total Salaries		4,119.87

Expenses

Unit Pricing - Rate	55.50	
Total Expenses		55.50

Amount Due This Invoice ** 4,175.37

C&S wants your feedback. Visit <http://www.cscos.com/contact>

Invoice Contact Person: GERALYN MACKO, Account Manager
Telephone: (315) 455-2000 Ext. No. 4214, gmacko@cscos.com
Net 30 Days - 1 1/2% Interest per Month

Rate Schedule Labor			
<u>Class / Employee Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
DESIGN TECHNICIAN			
ZINGARO, MICHAEL D.	8.50	76.00	646.00
SENIOR PROJECT ENGINEER			
CHAMBERS, MARK J.	3.00	112.00	336.00
SERVICE GROUP MANAGER			
WICKMAN, DOUGLAS R.	16.50	138.00	2,277.00
Rate Schedule Labor			3,259.00

Multiplier Labor				
<u>Class / Employee Name</u>	<u>Hours</u>	<u>Cost</u>	<u>Multiplier</u>	<u>Amount</u>
INTERN				
FRATESCHI, MICHAEL	22.00	18.20	2.15	860.87
Multiplier Labor				860.87

Unit Pricing Expenses			
<u>Vendor / Employee Name</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
MILEAGE			
FRATESCHI, MICHAEL	100.00	0.555	55.50
Unit Pricing			55.50

Total Project: 110136100 -- Bay Colony Paving Contract 2012 4,175.37

C&S ENGINEERS, INC.
Invoice Backup - eExpense



Project : 110136100 Bay Colony Paving Contract 2012
 Client: 110 TOWN OF CICERO
 Expense Report : ER00016418 07-27-12

Expense Report Date Range: 7/11/2012 - 7/25/2012
 Period End Date : 7/27/2012

001986 FRATESCHI, MICHAEL

Units								Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	
Co	Pd	Category	Name	Project	Phase	Task	Org	Curr	7/15	7/16	7/17	7/18	7/19	7/20	7/21	
		MILEAGE	Mileage-Standard	110136100	510	****	1160	US					20.00			20.00
								Other		14.00			12.00	12.00		38.00
								Week Total		14.00			32.00	12.00		58.00
Co	Pd	Category	Name	Project	Phase	Task	Org	Curr	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
		MILEAGE	Mileage-Standard	110136100	510	****	1160	US	7/22	7/23	7/24	7/25	7/26	7/27	7/28	
								Other		20.00	40.00	20.00				80.00
								Other		12.00	12.00	24.00				48.00
								Week Total		32.00	52.00	44.00				128.00
Total Units									48.00	52.00	44.00	32.00	12.00		186.00	