

KENNETH SCHMITT
Town Supervisor

TOWN OF CARMEL
TOWN HALL

ANN SPOFFORD
Town Clerk

FRANK D. LOMBARDI
Town Councilman
Deputy Supervisor

60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 • Fax (845) 628-6836
www.carmelny.org

KATHLEEN KRAUS
Receiver of Taxes

JOHN D. LUPINACCI
Town Councilman
SUZANNE MC DONOUGH
Town Councilwoman
JONATHAN SCHNEIDER
Town Councilman

MICHAEL SIMONE
Superintendent of Highways
Tel. (845) 628-7474

TOWN BOARD WORK SESSION
Wednesday, October 12, 2016 7:00pm

Pledge of Allegiance – Moment of Silence

Town Board Work Session:

- Review of Town Board Minutes – October 5, 2016
- 1. Nina Kallmeyer, Sr. Recreation Leader – Consider Eagle Scout Project – Westley Gasparino- Build Informational Sign on Route 6 and Crane Road for Town of Carmel Recreational Parks
- 2. Nina Kallmeyer, Sr. Recreation Leader – Consider Eagle Scout Project – Joseph Trombetta – Installation of Flagpole Lighting at Red Mills Historic Park
- 3. Nina Kallmeyer, Sr. Recreation Leader – Consider Awarding Bid for Basket Ball Courts – Baldwin Meadows Park
- 4. Kathleen Kraus, Receiver of Taxes- Consider Request to Make Permanent Appointment and Amend Anniversary Date - Antoinette Pesavento, Account Clerk
- 5. Michael Simone, Highway Superintendent – Consider Request to Purchase Reflectorized Pavement Stripes from the NYS Office of General Services Contract Award List
- 6. Michael Simone, Highway Superintendent – Consider Request to Purchase Bulk Diesel from the NYS Office of General Services Contract Award List
- 7. Michael Simone, Highway Superintendent – Consider Request to Dispose of Old and Obsolete Vehicles
- 8. Michael Simone, Highway Superintendent – Consider Request to Accept and Approve Donation of Time
- 9. Town of Carmel Phone Committee – Consider Request to Accept Proposal for the Purchase and Installation of New Phone System - Town Hall, Police, Highway and Recreation Departments
- 10. Police Chief Michael Cazzari – Consider Request to Advertise for Bids for the Purchase and Dry Cleaning of Police Uniforms
- 11. Police Chief Michael Cazzari – Consider Authorizing Request for Proposals for the Replacement of Wireless Two-Way Radios
- 12. Councilman John Lupinacci – Discussion on a Proposed Local Law Regarding Ice Retardant Systems
- **Public Comment (Three (3) Minutes on Agenda Items Only)**
- **Town Board Member Comments**

Open Forum:

- **Public Comments on New Town Related Business (Three (3) Minutes Maximum per Speaker for Town Residents, Property Owners & Business Owners Only)**
- **Town Board Member Comments**
- **Adjournment**

Executive Session:

1. **Richard Franzetti, PE, Town Engineer, - Personnel**
2. **Police Chief Michael Cazzari- Personnel**

WORK SESSION #1



TOWN OF CARMEL RECREATION & PARKS DEPARTMENT
SYCAMORE PARK, 790 LONG POND ROAD
MAHOPAC, NEW YORK 10541

JAMES R. GILCHRIST, CPRP, DIRECTOR


TELEPHONE: (845) 628-7888 FAX: (845) 628-2820

EMAIL: carmelrecreation@ci.carmel.ny.us

WEB: <http://www.carmelny.org>

DATE: October 7, 2016

TO: Carmel Town Board
Carmel Town Hall

FROM: James R. Gilchrist, CPRP 
Director, Recreation and Parks

SUBJECT: Park Informational Sign (see attached)

Eagle Scout candidate Westley Gasperino has proposed installing an informational sign on the corner of Route 6 and Crane Road which will direct travelers to the Sycamore, McDonough, Airport and Dog parks. The new sign will match the other park signs throughout town, and the base of the sign will be enhanced with decorative blocks and shrubbery. This idea was reviewed and approved by all members at last night's Recreation and Parks Advisory Committee Meeting.

Please add this to the next Town Board meeting agenda and contact me with any questions.

/sms

Attachment

**Westley
Gasperino**

**Proposed Eagle
Scout Project**

Proposed Project Description:

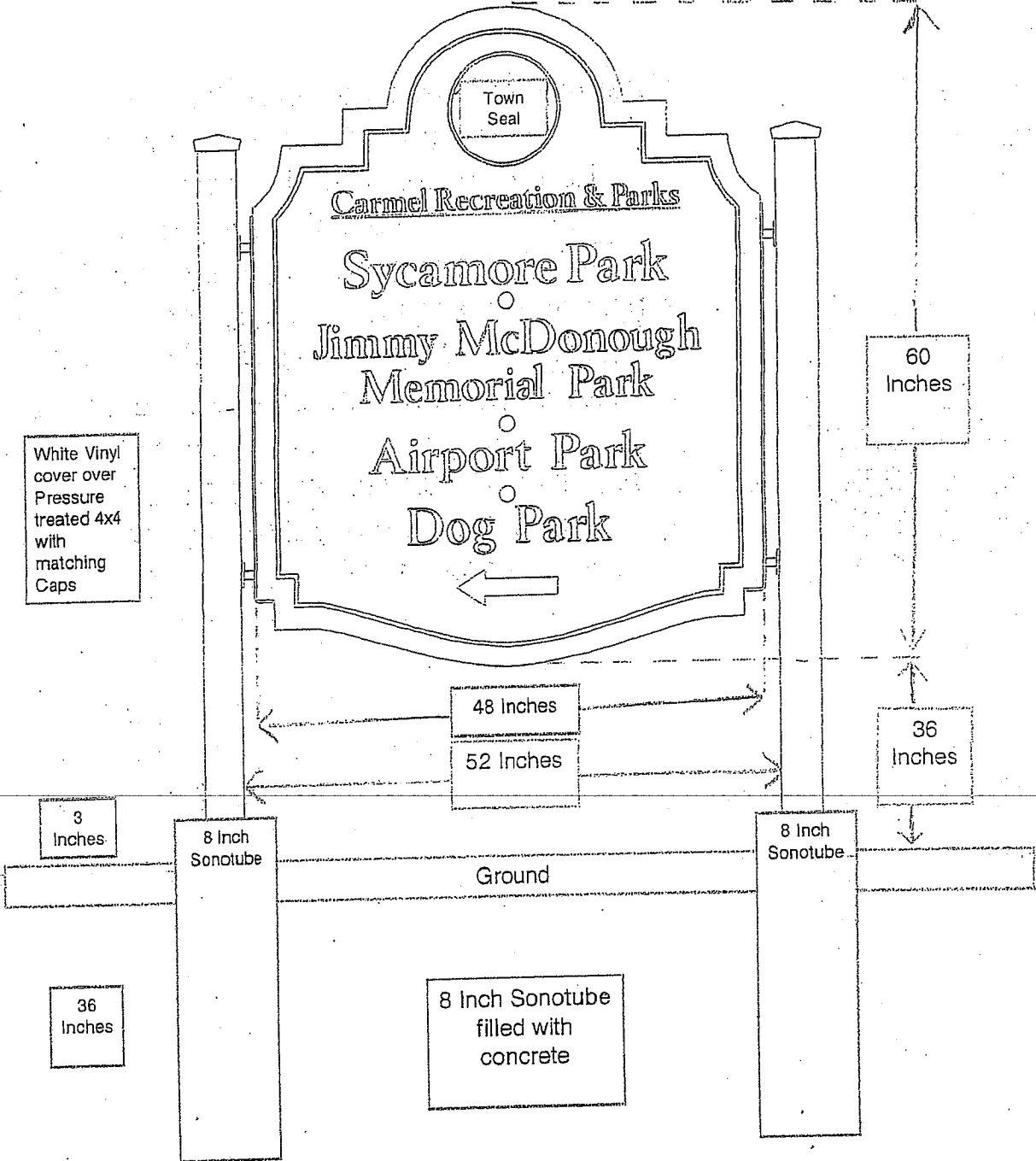
I plan to install one informational sign directing residents and travelers to the four parks located in the middle of Mahopac. The location of this sign will be at the intersection of Route 6 and Crane Rd. (See Pictures Attached).

The only informational sign at this location for the parks is very small and can be missed easily. I will have the new sign built with the same design as the "Welcome to Mahopac" sign located at this same location. (See Attached Drawing of Sign Information).

This sign will be positioned twenty feet from Route 6 and twenty feet from Crane Road. This will provide proper set backs for drivers in their cars to view traffic at the intersection. The small sign that is there presently will be removed.

The area is mostly gravel and rocks: I will have fill brought in to help level the area, use some decorative blocks to surround the base of the sign and plant some shrubbery to give a warm and welcome feel to the sign.

Proposed Informational Sign at the intersection of
Crane Rd. and Route 6



Material List for informational sign located at the intersection on Crane road and Route 6

Item	Qty	Description	Cost	Supplier
Informational Sign	1	Directing visitors and residents to the recreational parks	\$1,675	Sundog signs
Posts	2	4x4 Pressurized wood	\$24.74	Home Depot
Sonotubes	2	4x8 sonotubes	\$13.50	Home Depot
Hardware	Kit	Mounting hardware for sign	\$150.00	From by Hammer By hand
Vinyl Cover	2	Vinyl cover to go over the posts	\$45.14	Home Depot
Caps	2	Decorative caps to top the vinyl covers	\$4.94	Home Depot
Decorative concrete blocks	60 Blocks	Concrete blocks so surround the sign and landscaping	\$100(estimates)	Home Depot
Fast setting concrete mix	8 Bags	Concrete to enforce the posts and sign into the ground	\$35.84	Home Depot
Landscaping	Plantings	To Beautify the surroundings of the sign Decorative plants	\$100(estimate)	Home Depot
Road clean up fill	2 Yards	To level out the ground and plant Landscapping	\$0	Town of Carmel Highway Department
Total	Estimated price	The estimated amount of money needed for my project will be	\$2149.16 Dollars	Donations from family and fundraisers

Sundog Signs LLC

10/6/16

Eagle Scout Project

Carmel Rec. Park List Sign

Material 1" pvc

Double Sided, carved and painted sign

With lasered Romark Carmel Town Seal

\$1675

Hardware from By Hammer By Hand

Apx. \$150

Background white with a green border

Lettering Black

Drew Howland

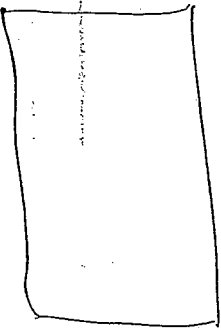
SunDog Signs



Carmel Recreation & Parks

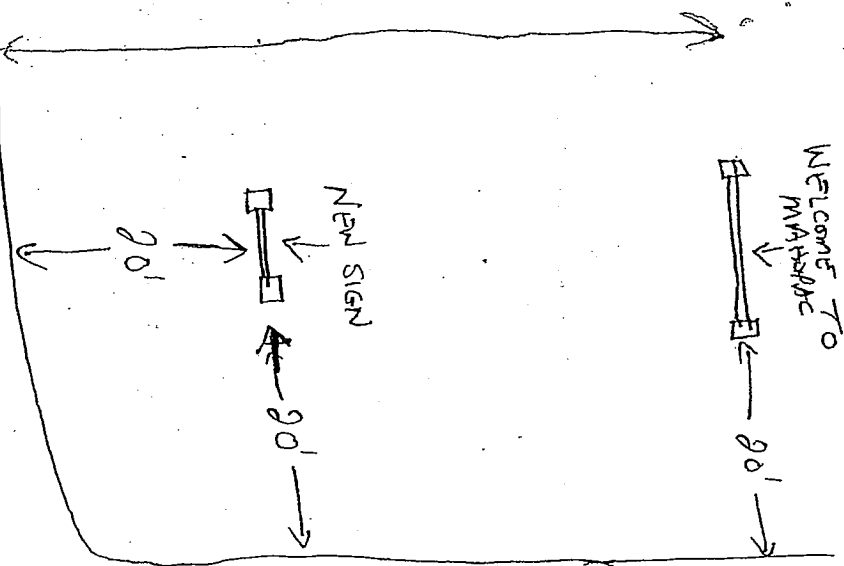
Airport Park

DELL



- GRAY RD. ———

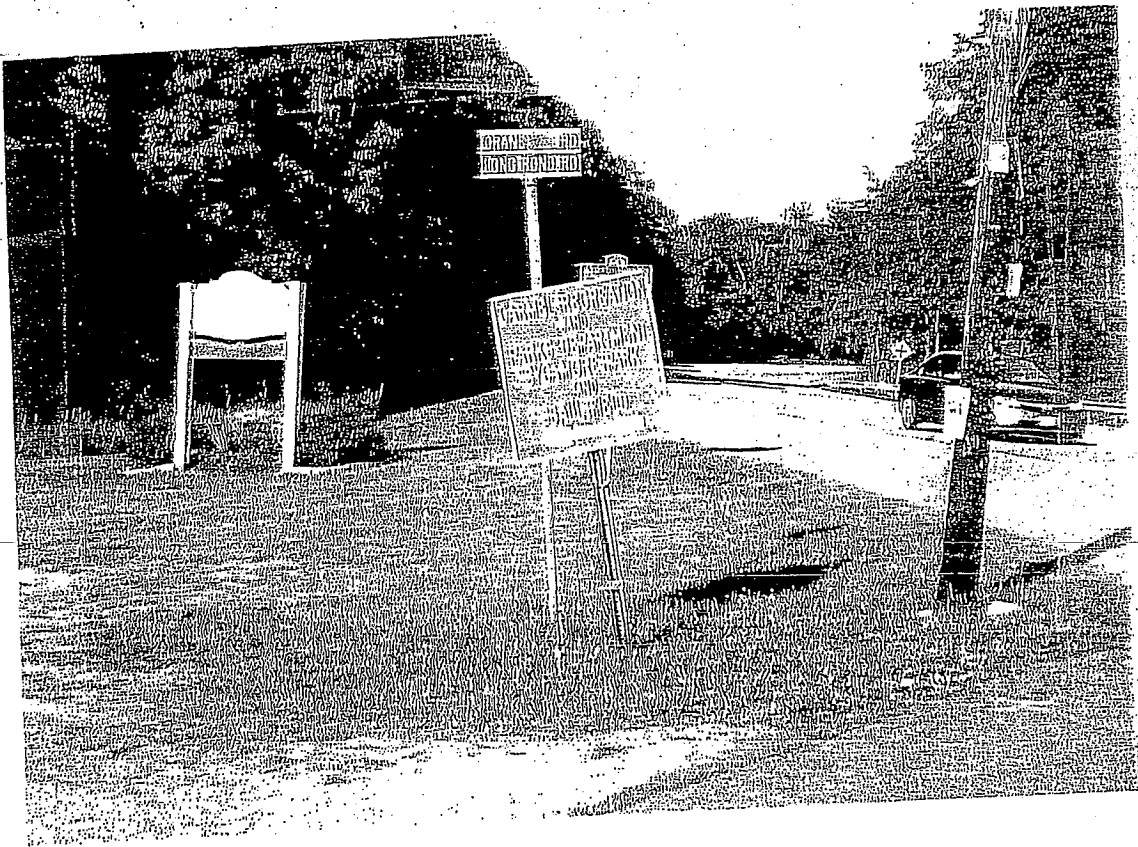
752



MAHOPAC ——— ROUTE — 6 ——— CARMEL ———→

Route 6 and Crane Road (looking North East)

Picture coming from Mahopac toward Carmel ((City of New York owned property):



Route 6 and Crane Road (looking South West)

Picture coming from Carmel toward Mahopac (City of New York owned property):





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SYCAMORE PARK, 790 LONG POND ROAD
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WEB: <http://www.carmelny.org>

DATE: October 7, 2016

TO: Carmel Town Board
Carmel Town Hall

FROM: James R. Gilchrist, CPRP 
Director, Recreation and Parks

SUBJECT: Flagpole Lighting Installation at Red Mills Park (see attached)

Eagle Scout candidate Joseph Trombetta has proposed the installation of automatic lighting at the base of the flagpole at Red Mills Park to better honor our country's flag. Joseph will use the electric that is already installed in the park and use existing timers. This idea was reviewed and approved by all members at last night's Recreation and Parks Advisory Committee Meeting.

Please add this to the next Town Board meeting agenda and contact me with any questions.

/sms

Attachment

Eagle Scout Service Project Proposal

Project Description and Benefit

Eagle Scout candidate: Joseph Philip Trombetta

Briefly describe the project. Attach sketches or "before" photographs if these will help others visualize it.

To provide lighting to the existing flagpole at Red Mills Park. Presently there is a permanently mounted flagpole with the flag of the United States that is flying both day and night. However, the flag is not lowered at night and I feel that to provide honor to the flag would be to supply a source of lighting at its base that would automatically turn on at dusk and off at dawn. Presently there is electrical within the park which lights up the Gazebo. I will provide lighting for the flagpole using existing electrical and timers.

Tell how your project will be helpful to the beneficiary. Why is it needed?

The town of Carmel because it would provide a complement to the Gazebo and park. The flag sits in the dark without any lighting which violates Title 4 Chapter 1 § 6 of U.S. Code (Flag Code).

When do you plan to begin work on the project? Once all permits and fundraising have been secured.

How long do you think it will take to complete? 2 months

Giving Leadership

Approximately how many people will be needed to help on your project? ~5

Where will you recruit them (unit members, friends, neighbors, family, others)? Explain:

Unit members will be a priority. Members will be notified when the project will commence and when to arrive at the site. Family and friends will also help.

What do you think will be most difficult about leading them?

Organization of the workforce.

Materials

(Materials are things that become part of the finished project, such as lumber, nails, and paint.)

What types of materials, if any, will you need? You do not yet need a detailed list of exact quantities, but you must show you have a reasonable idea of what is required.

Construction materials will be donated by Tommy Kuck at Whispering Pine. Lights will be purchased from Mid County Electric.

Materials:

- 112 feet of conduit and 14-3 electrical wire, wire nuts, electrical tape. 2 LED 120V lights.
- Brick for base (presently grass).
- Sand/Gravel
- Grass seed/Hay

Supplies

(Supplies are things you use up, such as masking tape, tarps, and garbage bags.)

What kinds of supplies, if any, will you need? You do not yet need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required.

- First Aid Kit
- Gloves
- Safety goggles
- Garbage bags
- Tarp
- Water Bottles

Eagle Scout Service Project Proposal

Tools

What kinds of tools, if any, will you need?

- Shovels
- Rakes
- Wheelbarrow
- Entrenching device(ditch witch)
- Measuring Tape

Permits and Permissions

(Note that property owners normally secure permits.)

Will you need to secure permissions or permits (for example, building permits)? Who will obtain them?
How much will they cost? How long will it take to secure them?

I will obtain permits through the town with the help of Jim Ghilchrist, Director of Parks and Recreation and the Town Park and Recreation Advisory Board to complete the project safely. Cost of the permits are to be covered by the fund raiser.

Preliminary Cost Estimate

(You do not need exact costs. Reviewers will just want to see if you can reasonably expect to raise enough money to cover an initial estimate of expenses.)

(Enter your estimated expenses) **Fundraising** Explain where you will get the money for total costs indicated below, left.

Items	Cost	Locations:
Materials	500	-ACME
Supplies	20	-Red Mills Market
Tools	30	
Other*	100	
Total costs:	650	

*Such costs as food, water, gasoline, parking, permits, equipment rental, sales tax, etc.

Project Phases

Think of your project in terms of phases and list what they might be. The first might be to complete your final plan. Others might include fundraising, preparation, execution, and reporting. You may have as many phases as you want, but it is not necessary to become overly complicated.

1. Secure money through fundraising.

2. Apply for all permits.

3. Obtain and organize materials, tools, and supplies.

4. Coordinate scheduling for all participants volunteering.

5. Begin work on the project.

6.

7.

8.

Logistics

(A Tour Plan has also been called a "Tour Permit." Check with your council service center to determine if one is required.)

How will you handle transportation of materials, supplies, tools, and helpers? Will you need a Tour Plan?

Transportation will be handled by the family. Workers will be notified when to arrive at the work site a week in advance.

Eagle Scout Service Project Proposal, continued

Safety Issues

(The Guide to Safe Scouting is an important resource in considering safety issues.)

Describe the hazards and safety concerns you and your helpers should be aware of as this project is conducted.

- Heavy Lifting
- Electrical tools
- Digging near electrical lines

Further Planning

(You do not have to list every step, but it must be enough to show you have a reasonable idea of how to complete a final plan.)

List some action steps you will take to complete a final plan. For example, "Complete a more detailed set of drawings."

- Obtain all approvals from the town board and the Westchester Putnam Council, BSA.
- Obtain a list of all necessary materials and related costs.
- Securing all funds for the overall scope of the project.
- Begin the construction phase to install the lights.
- Prepare the area around the flagpole for the installation of brick paver's.
- Install the paver's around the base of the flagpole.
- Optional landscaping of the surrounding area.

Candidate's Promise

(Signed before approvals below are granted)

On my honor as a Scout, I have read this entire workbook, including the "Message to Scouts and Parents or Guardians" on page 21. I promise to be the leader of this project, and to do my best to carry it out for the maximum benefit to the religious institution, school, or community I have chosen as beneficiary.

Signed

Date

Unit Leader Approval*

I have reviewed this proposal and discussed it with the candidate. I believe it provides impact worthy of an Eagle Scout service project, and will involve planning, development, and leadership. I am comfortable the Scout understands what to do, and how to lead the effort. I will see that the project is monitored, and that adults or others present will not overshadow him.

Signed

Date

Unit Committee Approval*

This Eagle Scout candidate is a Life Scout, and registered in our unit. I have reviewed this proposal, I am comfortable the project is feasible, and I will do everything I can to see that our unit measures up to the level of support we have agreed to provide (if any). I certify that I have been authorized by our unit committee to provide its approval for this proposal.

Signed

Date

Beneficiary Approval*

This service project will provide significant benefit, and we will do all we can to see it through. We realize funding on our part is not required, but we have informed the Scout of the financial support (if any) that we have agreed to. We understand any fundraising he conducts will be in our name and that funds left over will come to us. We will provide receipts to donors as required.

Signed

Date

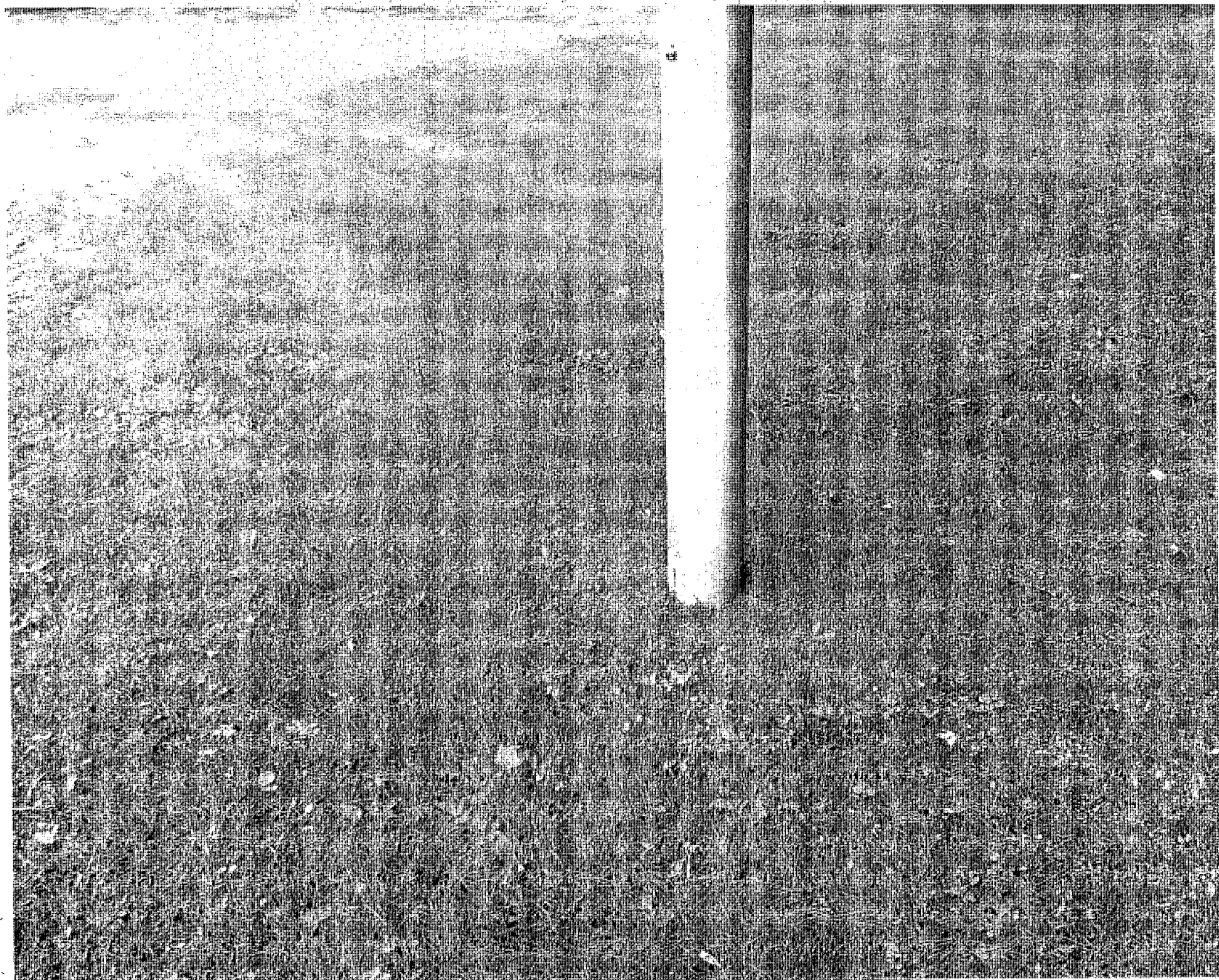
Council or District Approval

I have read sections 9.0.2.0 through 9.0.2.15, regarding the Eagle Scout Service Project, in the *Guide to Advancement*, No. 33088. I agree on my honor to apply the procedures as written, and in compliance with the policy on "Unauthorized Changes to Advancement." Accordingly, I approve this proposal. I will encourage the candidate to complete a final plan and further encourage him to share it with a project coach.

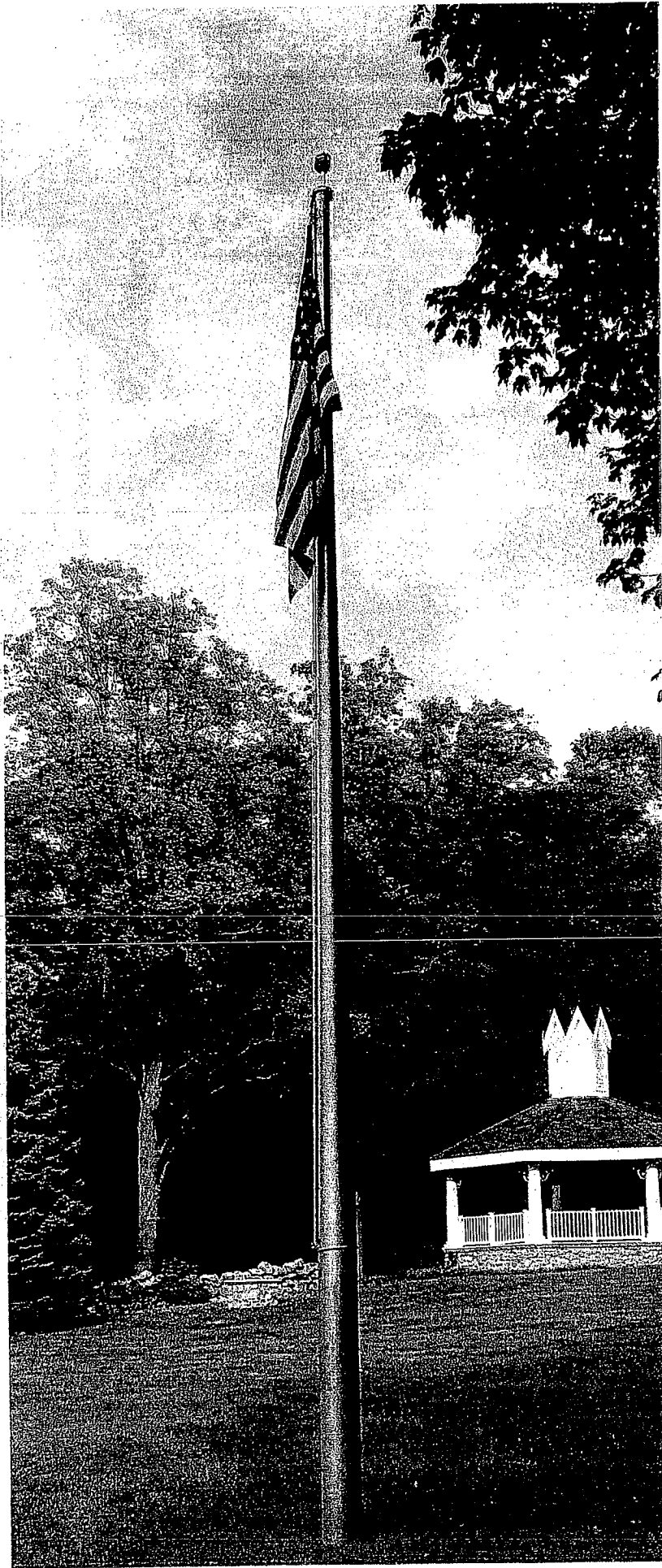
Signed

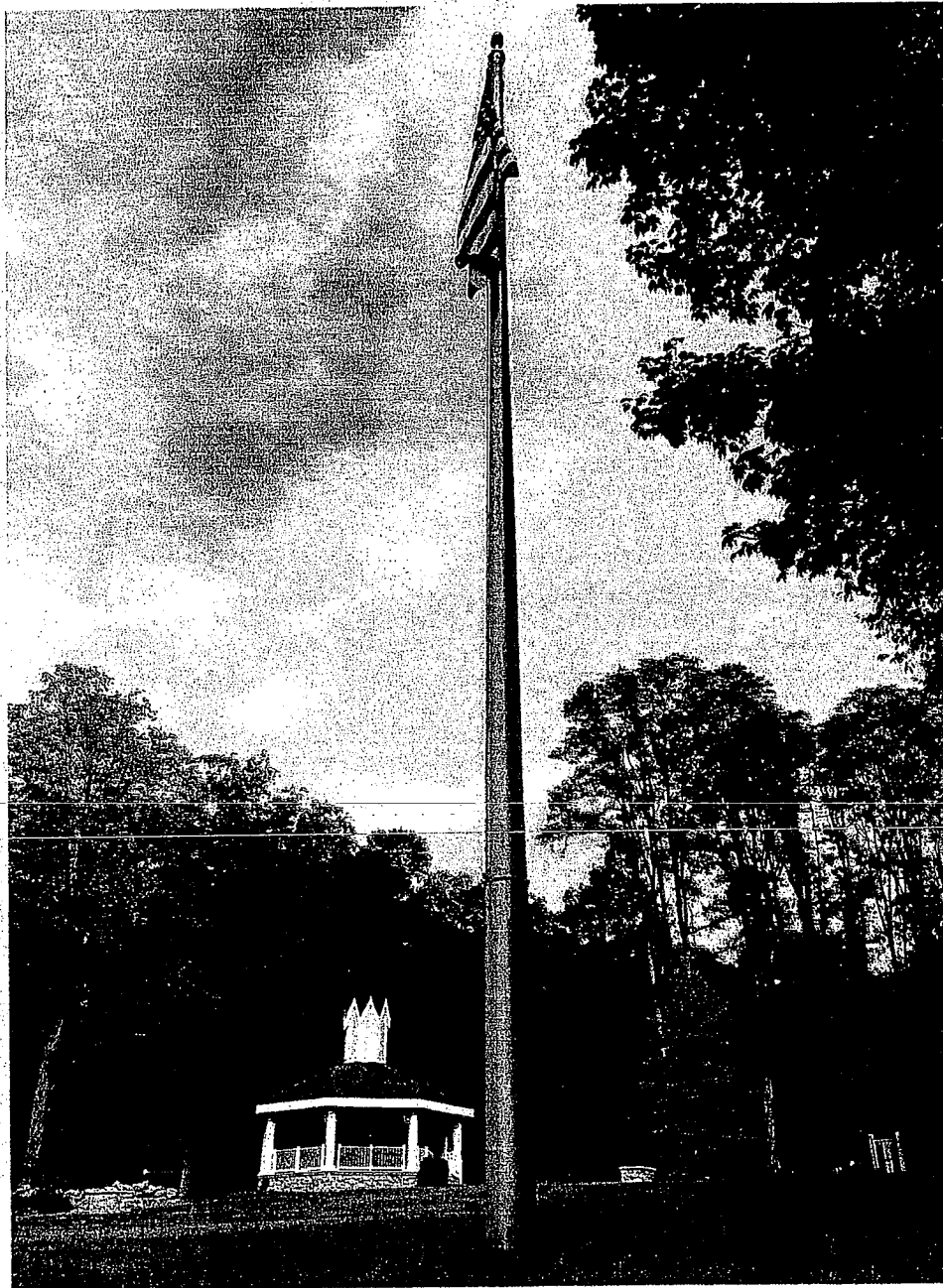
Date

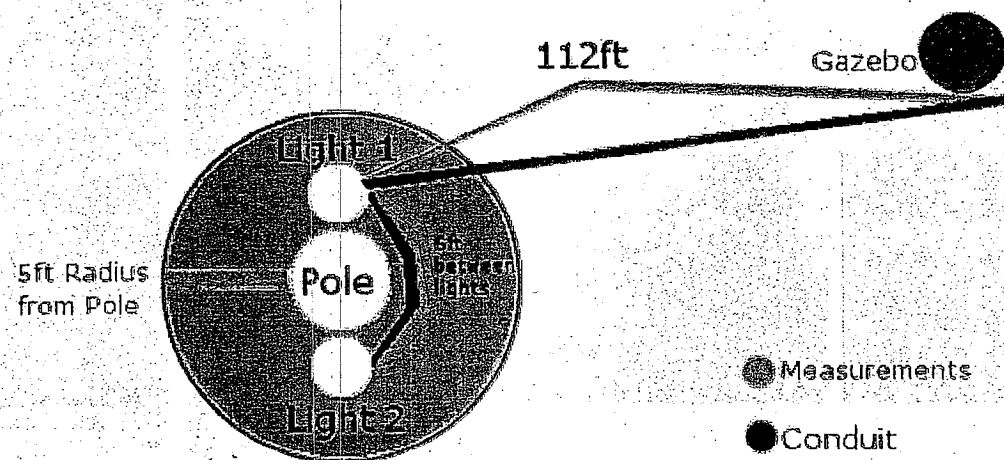
While it makes sense to obtain them in the order they appear, there shall be no required sequence for the order of obtaining approvals marked with an asterisk (). However, council or district approval must come after the others.









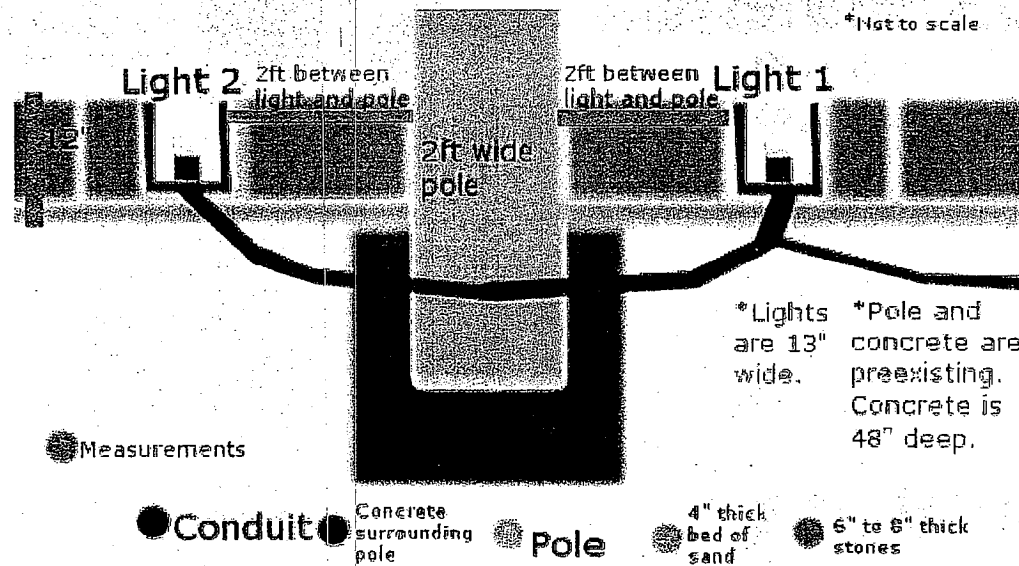


● Measurements

● Conduit

● Brickwork (Flush)

*Not to scale





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EMAIL: carmelrecreation@ci.carmel.ny.us

WEB: <http://www.carmelny.org>

DATE: September 29, 2016

TO: Carmel Town Board
Carmel Town Hall

FROM: James R. Gilchrist, CPRP
Director, Recreation and Parks

SUBJECT: Baldwin Meadows Park Basketball Courts

Three companies have submitted proposals for the subject project with the following price quotes:

- | | |
|-----------------------------------|-------------|
| 1) Copeland Coating Company, Inc. | \$16,440.00 |
| 2) Sport Tech Construction | \$22,000.00 |
| 3) Oval Tennis, Inc. | \$23,250.00 |

I recommend we use the lowest bidder, Copeland Coating Company, Inc. I have checked with three of their references (City of Newburgh, Town of Schroon Lake, and Village of Green Island), and all were pleased with the performance and quality of their work. I have attached a copy of their proposal, as well as their current insurance certificate.

Please add this to the next Town Board Meeting agenda and contact me with any questions.

/sms

Attachments

Copeland Coating memo to TB

"Town Unity through Recreation"



P.O. Box 595
NASSAU, NEW YORK 12123
(518) 766-2932 FAX (518) 766-2932 FAX (518) 766-3603



"The pavement maintenance people...since 1945"

11070

Proposal Submitted To:	At:
Mr. Jim Gilchrist	Carmel Town
Street:	City, State and Zip Code:
Sycamore Park & Long Pond Road	Mahopac, NY 10541
Phone and Fax Number:	Date of Proposal:
(845) 628-7888 / (845) 628-2620	9/23/2016
Name of Job:	Location of Job:
Basketball Court	Carmel Town : Baldwin Meadows Park

COPELAND COATING COMPANY, INC. proposes to furnish and install the ACTION PAVE ACRYLIC SURFACE SYSTEM over two (2) existing BASKETBALL COURTS comprising a total of 1400 square yards. Procedure as follows:

1. PRESSURE WASHING - Utilizing a SPRINT TC-2220 HYDRO JET BLASTER, by IMPACT FORCE, INC. Remove all dirt, mildew and other contaminants from the entire surface area. Thoroughly air blow and clean the entire surface.
2. CRACK REPAIR - Rout, air blow and clean a total of (30) lineal feet of existing structural crack. Fill to refusal with ACTION PAVE ACRYLIC CRACK AND LEVELING BINDER PATCH. Multiple applications may be necessary. Structural cracks cannot be repaired permanently with surface procedures, therefore Copeland Coating Company Inc. cannot guarantee these repairs.
3. STAIN BLOCK - Furnish and install TWO (2) Coats of Wipe Out 100% Acrylic Latex Stain Block to entire court area as per Manufacturers Specifications.
4. ACTION PAVE ACRYLIC RESURFACER - Furnish and apply (1) coat(s) of ACTION PAVE ACRYLIC RESURFACER to entire court area.
5. ACTION PAVE ACRYLIC FILLER - Furnish and apply (2) coat(s) of fully pigmented ACTION PAVE ACRYLIC FILLER. Colors to be (T Green) inbound and (T Blue) keys, center circles, and outbound.
6. LINE STRIPING - Layout and hand paint (2) set(s) of college regulation BASKETBALL COURT playing lines using ACTION PAVE ACRYLIC WHITE LINE PAINT. (See attached sketch) Striping shall include installation of an "M" Logo placed in the center circle of each court. It is understood that the owner will furnish the stencil.
7. CLEAN UP - Clean up general work area.
8. GENERAL PROVISIONS - Price does not include cost of bonds, taxes, surveys, in-ground equipment, asphalt and/or concrete work and REPAIRS TO THE ASPHALT RECEIVING SURFACE.
9. PREVAILING WAGE - The following price is based on the payment of prevailing wage rates to all workmen employed. All labor provided for the work on this contract by COPELAND COATING COMPANY, Inc. will be open shop. Any union labor required due to the general contractors contractual agreements, (Project Labor Agreements), or job specific apprenticeship requirements will be provided by the General Contractor at no cost to COPELAND COATING COMPANY, Inc.
10. Proposal submitted by Michael Edgerton - Sales Manager (CTCB - Certified Tennis Court Builder)

TAX EXEMPT FORM REQUIRED WITH ORDER

We propose hereby to furnish materials and labor complete in accordance with above specifications, for the sum of:

Sixteen Thousand Four Hundred Forty And Zero/100 Dollars \$ 16,440.00

Payment to be made as follows:

100% UPON COMPLETION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M&T Insurance Agency (LIA) 101 S. Salina St., 4th Floor Syracuse NY 13202		CONTACT NAME: Catherine Biviano PHONE (A/C, No., Ext.): 315-424-5100 E-MAIL: clservice@mtb.com ADDRESS: FAX (A/C, No.): 315-424-5061		
INSURED COPEL-1 Copeland Coating Co Inc 3600 US Route 20 PO Box 595 Nassau NY 12123		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: National Fire Ins Hartford		20478
		INSURER B: Continental Casualty Co.		20443
		INSURER C: Technology Ins Co Inc.		42376
		INSURER D: Valley Forge Insurance Co		20508
		INSURER E: Great American Ins Co of NY		22136
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 911700736

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	4027246172	2/1/2016	2/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	4027246186	2/1/2016	2/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	4027246222	2/1/2016	2/1/2017	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TWC3523859	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
E	Lease/Rent Equip Installation			IMP025966904	2/1/2016	2/1/2017	\$100,000 \$250,000 \$5,000 ded \$2,500 ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability Blanket Additional Insured Primary Non-Contributory per written contract, form G-17957-H(01/13); G134802-C(11/04); G18652-JNY(07/12)
General Liability Blanket Waiver of Subrogation per written contract, form G18652-JNY(07/12)
Automobile Blanket Additional Insured per written contract, form CNA63359XX(04/12)
Automobile Blanket Waiver of Subrogation per written contract, form CA04440310
Umbrella Blanket Additional Insured per written contract, form GP65015B(11/91); G300429A31(02/11)
Umbrella Blanket Waiver of Subrogation per written contract, form G-15057-A(10/89)

CERTIFICATE HOLDER

CANCELLATION

Town of Carmel Parks and Recreation Sycamore Park & Long Pond Road Mahopac NY 10541	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to Section II, Paragraph A.1., Who Is An Insured:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision A.1. does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

- b. Does not apply to:

- (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
- (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II - Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's"

name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In a.(4), the limit for the loss of earnings is changed from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles

The following is added to Section III, Paragraph A.3.:

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.



D. Hired "Autos"

The following is added to Section III, Paragraph A.:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

E. Airbag Coverage

The following is added to Section III, Paragraph B.3.:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.

- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to Section III, Paragraph B.6.:

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to Sections II and III:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or

damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V, Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM
OR WHICH YOU ARE REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT TO OBTAIN THIS
WAIVER FROM US. YOU MUST AGREE TO THAT
REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others
To Us Condition does not apply to the person(s) or
organization(s) shown in the Schedule, but only to the
extent that subrogation is waived prior to the "accident"
or the "loss" under a contract with that person or
organization.

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It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows:

Name of Additional Insured Persons Or Organizations

(As required by "written contract" per Paragraph A. below.)

(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

- A. Section II - Who Is An Insured is amended to include as an additional insured;
1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
 2. The particular person or organization, if any, scheduled above.
- B. The insurance provided to the additional insured is limited as follows:
1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" and only to the extent caused by:
 - a. Your negligent acts or omissions, or the negligent acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
 - b. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
 - (1) The "written contract" requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
 2. We will not provide the additional insured any broader coverage or any higher limit of insurance than:
 - a. The maximum permitted by law;
 - b. Required by the "written contract";
 - c. Described in B.1. above; or
 - d. Afforded to you under this policy,whichever is less.
 3. Notwithstanding anything to the contrary in Condition 4. Other Insurance (Section IV), this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:

- a. Acts or omissions of the additional insured, or of anyone, other than you, acting on the additional insured's behalf.
- b. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities; or
- c. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- 1. The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph B.3 of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

- D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

- 1. Is currently in effect or becomes effective during the term of this policy; and
 - 2. Was executed prior to:
 - a. The "bodily injury" or "property damage"; or
 - b. The offense that caused the "personal and advertising injury"
- for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

CONTRACTORS' GENERAL LIABILITY EXTENSION ENDORSEMENT — NEW YORK

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. The changes this endorsement makes do not apply with respect to any coverage that has been excluded or amended by another endorsement attached to this policy.

SCHEDULE

Coverage is summarized below. For particulars and limitations affecting each coverage, please refer to the corresponding policy provisions in the body of this endorsement.

1. Additional Insureds	Seven additional insured extensions.
2. Bodily Injury – Expanded Definition	
3. Broad Knowledge of Occurrence/ Notice of Occurrence	
4. Broad Named Insured	
5. Broadened Liability Coverage For Damage To "Your Product" And "Your Work"	Limit: \$100,000.
6. Contractual Liability – Railroads	Expanded definition of "insured contract."
7. Contractual Liability For Personal And Advertising Injury	
8. Electronic Data Liability	Loss of Electronic Data Limit: \$100,000.
9. Expanded Personal And Advertising Injury - Discrimination Or Humiliation	
10. Expected Or Intended Injury	Reasonable force – "bodily injury" or "property damage."
11. General Aggregate Limits Of Insurance - Per Project	
12. In Rem Actions	
13. Incidental Health Care Malpractice Coverage	
14. Joint Ventures/Partnership/Limited Liability Companies	Coverage for your interest in such terminated or ended organizations.
15. Legal Liability/Alienated Premises/Borrowed Equipment Coverage	Extended perils. Default limit increased to \$500,000 for Damage to Premises Rented To You. \$25,000 limit for "property damage" to borrowed tools or equipment at a jobsite.
16. Liberalization Clause	
17. Liquor Liability Coverage Extension	
18. Medical Payments	Limits increased to \$15,000. Reporting increased to three years from the date of accident.
19. Non-owned Aircraft Coverage	
20. Non-owned Watercraft	Increased to 75 feet.
21. Primary And Non-Contributory To Other Insurance	
22. Property Damage - Elevators	
23. Supplementary Payments	Cost of bail bonds increased to \$5,000. Daily loss of earnings increased to \$1,000.
24. Unintentional Failure To Disclose Hazards	
25. Waiver of Subrogation - Blanket	Waiver of subrogation where required by written contract or written agreement.
26. Wrap-Up Extension	

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1. ADDITIONAL INSURED

SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs A. through G. below whom you are required to add as an additional insured on this policy under a written contract or written agreement, provided the written contract or written agreement:

- i. Is currently in effect or becomes effective during the term of this policy; and
- ii. Was executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury" for which the additional insured seeks coverage.

However, we will not provide the additional insured any broader coverage or any higher limit of insurance than the least that is:

- a. The maximum permitted by law;
- b. Required in the written contract or written agreement;
- c. Afforded to you under this policy; or
- d. Described in the applicable paragraphs A. through G. below.

A. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

1. Their financial control of you; or
2. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

C. Lessor - Equipment

1. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
2. With respect to the insurance afforded to these additional insureds, this insurance does

not apply to any "occurrence" which takes place after the equipment lease expires.

D. Lessor - Land

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

E. Lessor - Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies:

- a. The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. The construction, erection, or removal of elevators; or
 - c. The ownership, maintenance or use of any elevators covered by this insurance.
2. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
 3. This insurance does not apply to:
 - a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

A governmental permit which requires you to add the governmental entity as an additional insured will trigger this Provision 1. as if the permit were a written contract.

2. BODILY INJURY - EXPANDED DEFINITION

SECTION V - DEFINITIONS; the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness shock, humiliation, disability or disease, mental injury or mental anguish sustained by a person, including death resulting from any of these.

3. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Condition 2. Duties in The Event of Occurrence, Offense, Claim or Suit of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

You must give us or our authorized representative notice of an "occurrence," offense, claim, or "suit" only when the "occurrence," offense, claim or "suit" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

B. NOTICE OF OCCURRENCE

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence," offense claim or "suit."

4. BROAD NAMED INSURED

- A. Any subsidiary or affiliate organization, other than a partnership, joint venture or limited liability company, in which a Named Insured specifically shown in the Declarations has management control, directly or through one or more subsidiary organizations, at the time of loss will qualify as a Named Insured but only if there is no other similar insurance available to such organization, nor similar insurance which would be available but for exhaustion of its limits. For the purpose of this provision, similar insurance means general liability or equivalent insurance, no matter whether its coverage is broader or narrower than that provided by this insurance. But if the only other similar insurance is for a "consolidated (wrap-up) program," then a subsidiary that qualifies as a Named Insured on such project-specific insurance can still qualify as a Named Insured on this insurance, but not for projects covered by the "consolidated (wrap-up) program."

[Please see Item 26.C. of this endorsement for the definition of "consolidated (wrap-up) program."]

- B. This endorsement does not apply to any organization for which coverage is excluded by another endorsement attached to this policy.
- C. Only for the purpose of this endorsement:
 1. Management control means:
 - a. Ownership interest representing more than 50% of the voting, appointment, or designation power for the subsidiary organization's governing body; or
 - b. Having the right, pursuant to a written contract, or pursuant to the by-laws,

charter, operating agreement, or similar document of a specifically shown Named Insured or controlled subsidiary organization to select, appoint, or designate a majority of the subsidiary organization's governing body. Such contract or document must have been created prior to the time of loss; or

- c. Having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer and sell property held by a trust.

2. Governing body means the Board of Directors of a corporation.

3. Loss means:

- a. The occurring of the "bodily injury" or "property damage"; or
- b. The committing of the offense that caused the "personal and advertising injury."

D. The insurance provided by this policy applies to Named Insureds when trading under their own names, or under such trading names or doing-business-as (DBA) names as any should choose to employ.

5. BROADENED LIABILITY COVERAGE FOR DAMAGE TO "YOUR PRODUCT" AND "YOUR WORK"

A. Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions is amended to delete exclusions k. and l. and replace them with the following:

[This insurance does not apply to:]

k. Damage to Your Product

"Property damage" to "your product" arising out of it, or any part of it except when caused by or resulting from:

- (1) Fire;
- (2) Smoke;
- (3) Collapse; or
- (4) Explosion.

l. Damage to Your Work

"Property damage" to "your work" arising out of it, or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply:

- (1) If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or

- (2) If the cause of loss to the damaged work arises as a result of:

- (a) Fire;
- (b) Smoke;
- (c) Collapse; or
- (d) Explosion.

B. The following paragraph is added to SECTION III – LIMITS OF INSURANCE:

Subject to 5. above, \$100,000 is the most we will pay under Coverage A for the sum of damages arising out of any one "occurrence" because of "property damage" to "your product" and "your work" that is caused by fire, smoke, collapse or explosion and is included within the "product-completed operations hazard." This sublimit does not apply to "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

C. This Provision 5. Broadened Liability Coverage For Damage To "Your Product" And "Your Work" does not apply if an endorsement of the same name is attached to this policy.

6. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of "insured contract" in SECTION V – DEFINITIONS is replaced by the following:

"Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay

for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

7. CONTRACTUAL LIABILITY FOR PERSONAL AND ADVERTISING INJURY

Under SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions is amended to delete exclusion e. Contractual Liability.

This provision 7. does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

8. ELECTRONIC DATA LIABILITY

- A. Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, Paragraph 2. Exclusions is amended to delete exclusion p. Electronic Data and replace it with the following:

[This insurance does not apply to:]

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury."

- B. The following paragraph is added to SECTION III – LIMITS OF INSURANCE:

Subject to 5. above, \$100,000 is the most we will pay under Coverage A for all damages arising out of any one "occurrence" because of "property damage" that results from physical injury to tangible property and arises out of "electronic data."

- C. The following definition is added to the SECTION V – DEFINITIONS:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purposes of the coverage provided by this endorsement, the definition of "property damage" in SECTION V – DEFINITIONS is replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data," resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

9. EXPANDED PERSONAL AND ADVERTISING INJURY - DISCRIMINATION OR HUMILIATION

- A. SECTION V – DEFINITIONS is amended to add the following to the definition of "Personal and advertising injury":

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:



(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

B. Under SECTION I – COVERAGE B –PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions is amended to add the following additional exclusions:

[This insurance does not apply to:]

Discrimination Relating To Room, Dwelling or Premises

"Personal or advertising injury" caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

Fines Or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

This provision 9. does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

10. EXPECTED OR INTENDED INJURY

Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions is amended to delete exclusion a. Expected or Intended Injury and replace it with the following:

[This insurance does not apply to:]

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises you own or rent, a separate Construction Project

General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most we will pay for the sum of:

1. All damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

2. All medical expenses under Coverage C, that arise from "occurrences" or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project Aggregate Limit of any other construction project.

B. All:

1. Damages under Coverage B, regardless of the number of locations or construction projects involved;

2. Damages under Coverage A, caused by "occurrences" which cannot be attributed solely to ongoing operations at a single construction project, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

3. Medical expenses under Coverage C caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project Aggregate Limit or the General Aggregate Limit, depending on whether the "occurrence" can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," regardless of the number of locations involved will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.

E. If a single construction project away from premises owned by or rented to the insured has been abandoned and then restarted, or if the authorized contracting parties deviate from plans,

blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

- F. The provisions of SECTION III – LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

Any action in rem against any vessel owned or operated by or for you, or chartered by or for you will be treated in the same manner as though the action were in personam against you.

In rem is a term used to designate actions instituted against the thing, as distinct from actions against the person, which are said to be in personam.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

- A. With respect only to "bodily injury" that arises out of a "health care incident," COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY OF SECTION I – COVERAGES is amended to replace Insuring Agreement Paragraphs 1.b.(1) and 1.b.(2) with the following:

- b. This insurance applies to "bodily injury" only if you are not in the business of providing professional health care services, and only if:

- (1) The "bodily injury" is caused by an "occurrence" that takes place in the "coverage territory." For the purpose of this insurance:

- (a) "Bodily injury" caused by a "health care incident" will be considered caused by an "occurrence"; and

- (b) All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single "occurrence";

- (2) The "bodily injury" occurs during the policy period. All "bodily injury" arising from an "occurrence" will be deemed to have occurred at the time of the first act, error, or omission that is part of the "occurrence"; and

- B. With respect only to the insurance provided by this Provision 13., Exclusion 2.e. Employer's Liability of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, is amended to append the following:

Only for "bodily injury" not covered by other liability insurance (including state-sanctioned self

insurance) available to the insured (or which would be available but for exhaustion of its limits), this exclusion does not apply to "bodily injury" that arises out of a "health care incident."

- C. SECTION V – DEFINITIONS is amended to add the following new definition:

"Health care incident" means a negligent act, error or omission by your "employees" or "volunteer workers" working on your behalf in the rendering of or failure to render professional health care services in any of the following capacities, or the related furnishing of food, beverages, medical supplies or appliances:

- a. Physician;
- b. Nurse;
- c. Emergency medical technician;
- d. Paramedic;
- e. Chiropractor;
- f. Dentist;
- g. Athletic trainer;
- h. Audiologist;
- i. Physical therapist;
- j. Psychologist;
- k. Speech therapist;
- l. Other allied health professional; or
- m. Provider of first aid or Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

- D. SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, Paragraph 2. Exclusions is amended to add the following additional exclusions. These new exclusions apply only to this Incidental Health Care Malpractice Coverage:

[This insurance does not apply to:]

Dishonesty or Crime

Any dishonest, criminal or malicious act, error or omission.

Clinical Trials / Product Testing

Acts, errors or omissions that occur in the course of human clinical trials or product testing.

Medicare/Medicaid Fraud

Medicare or Medicaid fraud or abuse.

Services Excluded by Endorsement

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Any "health care incident" for which coverage is excluded by endorsement.

- E. SECTION V – DEFINITIONS is amended to add the following subparagraph to Paragraph f. of the definition of "insured contract":

Paragraph f. does not include that part of any contract or agreement:

- (4) Under which you assume another's tort liability for "bodily injury" arising out of the rendering of or failure to render professional health care services.

- F. SECTION II – WHO IS AN INSURED is amended to add the following provisions:

1. Your "employees" are insureds with respect to:

- a. "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or while performing duties related to the conduct of your business; and

- b. "bodily injury" to a "volunteer worker" while performing duties related to the conduct of your business;

when such "bodily injury" arises out of a "health care incident."

2. Your "volunteer workers" are insureds with respect to:

- a. "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business; and

- b. "bodily injury" to an "employee" while in the course of the "employee's" employment by you or while performing duties related to the conduct of your business;

when such "bodily injury" arises out of a "health care incident."

3. Paragraphs 2.a. (1)(a), (b) and (c) of SECTION II – WHO IS AN INSURED do not apply to "bodily injury" for which insurance is provided this Provision 13.

4. Paragraph 2.a.(1)(d) of SECTION II – WHO IS AN INSURED is deleted.

- G. With respect to the insurance provided by this Provision 13., the following is added to Paragraph 4.b.(1) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

To the extent this insurance applies, it is excess over any of the other insurance (including qualified

self insurance), whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

- A. The following is added to SECTION II – WHO IS AN INSURED:

4. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period, but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- a. Prior to the termination date of any joint venture, partnership or limited liability company;

- b. If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; or

- c. To a joint venture, partnership or limited liability company which is or was insured under a "consolidated (wrap-up) insurance program."

[Please see Item 26.C. of this endorsement for the definition of "consolidated (wrap-up) program."]

- B. The last paragraph of SECTION II – WHO IS AN INSURED is deleted and replaced by the following:

Except as provided under the Contractors' General Liability Extension Endorsement or by the attachment of another endorsement (if any), no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

15. LEGAL LIABILITY/ALIENATED PREMISES/ BORROWED EQUIPMENT

- A. Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, Paragraph 2. Exclusions is amended to delete exclusion j. Damage to Property in its entirety and replace it with the following:

[This insurance does not apply to:]

- j. Damage to Property

"Property damage" to:

- (1) Property you own, rent, or occupy;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work."

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to tools or equipment loaned to you. A separate limit of insurance applies to such tools or equipment that are damaged while being used in your operations.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises rented to you or temporarily occupied by you with the permission of the owner, or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in SECTION III – LIMITS OF INSURANCE.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- B. Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE the last paragraph of Paragraph 2. Exclusions is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner nor to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in SECTION III – LIMITS OF INSURANCE.

- C. The following paragraph is added to SECTION III – LIMITS OF INSURANCE:

Subject to 5, above, \$25,000 is the most we will pay under Coverage A for damages arising out of any one "occurrence" because of "property damage" to tools or equipment loaned to you by others that occurs while the equipment is being used to perform operations.

- D. Paragraph 6. Damage To Premises Rented To You Limit of SECTION III – LIMITS OF INSURANCE is replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most we will pay under SECTION – I – COVERAGE A for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. \$500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E. Paragraph 4.b.(1)(a)(ii) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted and replaced by the following:

(ii) That is property insurance for premises rented to you, for premises temporarily occupied by you with the permission of the owner; or for personal property of others in your care; custody or control;

- F. This Provision 15. does not apply if Damage To Premises Rented To You Liability under SECTION – I – COVERAGE A is excluded by endorsement.

16. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage for contractors under this endorsement without an additional premium charge, your policy will automatically provide the additional coverage as of the date the revision is effective in your state.

17. LIQUOR LIABILITY

Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, Paragraph 2.

Exclusions is amended to delete exclusion c. Liquor Liability.

This provision 17. does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

18. MEDICAL PAYMENTS

A. Paragraph 7. Medical Expense Limit, of SECTION III – LIMITS OF INSURANCE is deleted and replaced by the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most we will pay under SECTION – I – COVERAGE C for all medical expenses because of "bodily injury" sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000; or
- (2) The amount shown in the Declarations for Medical Expense Limit.

B. Paragraph 1.a.(3)(b) of SECTION I – COVERAGE C MEDICAL PAYMENTS, is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

This paragraph B. does not apply to medical expenses incurred in the state of Missouri.

19. NON-OWNED AIRCRAFT

Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions is amended such that exclusion g. Aircraft, Auto or Watercraft does not apply to an aircraft you do not own, provided that:

1. The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. The aircraft is rented to you with a trained, paid crew; and
3. The aircraft does not transport persons or cargo for a charge.

20. NON-OWNED WATERCRAFT

Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions is amended to delete subparagraph (2) of exclusion g. Aircraft, Auto or Watercraft and replace it with the following.

[This exclusion does not apply to:]

- (2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry persons or property for a charge.

21. PRIMARY AND NON-CONTRIBUTORY TO OTHER INSURANCE

With respect to any person or organization that is an additional insured under this Coverage Part, the following is added to Paragraph 4. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If you have agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary and we will not seek contribution from that other insurance. For the purpose of this Provision 21., the additional insured's own insurance means insurance on which the additional insured is a Named Insured.

This Provision 21. does not apply in situations where the endorsement on this policy affording coverage to the additional insured specifies that this insurance is excess over any other insurance available to that additional insured.

22. PROPERTY DAMAGE – ELEVATORS

A. Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, Paragraph 2. Exclusions is amended such that exclusion k. Damage to Your Product, and subparagraph (3), (4) and (6) of exclusion j. Damage to Property do not apply "property damage" that results from the use of elevators.

B. With respect only to the coverage provided by this endorsement, Condition 4. Other Insurance in SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to add the following subparagraph b.(1)(a)(v):

4. Other Insurance

b. Excess Insurance

- (1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis;

(v) That is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

A. Under Section I – Supplementary Payments – Coverages A and B, Paragraph 1.b., the limit of

\$250 shown for the cost of bail bonds is replaced by \$5,000:

- B. In Paragraph 1.d., the limit of \$250 shown for daily loss of earnings is replaced by \$1,000.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If unintentionally you should fail to disclose all existing hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

26. WRAP-UP EXTENSION: OWNER CONTROLLED INSURANCE PROGRAM, CONTRACTOR CONTROLLED INSURANCE PROGRAM OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a "consolidated (wrap-up) insurance program" by applicable state statute or regulation:

If the endorsement EXCLUSION - CONSTRUCTION WRAP-UP or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached to this policy, then the following changes apply:

- A. The following wording is added to the endorsement:

With respect to a "consolidated (wrap-up) insurance program" project in which you are or

were involved, this exclusion does not apply to those sums you become legally obligated to pay as damages because of:

1. "Bodily injury," "property damage," or "personal or advertising injury" that occurs during your ongoing operations at the project, or during such operations of anyone acting on your behalf; nor
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard" that arises out of those portions of the project that are not "residential structures."

- B. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to add the following subparagraph 4.b.(1)(c) to Condition 4. Other Insurance:

[This insurance is excess over:]

- (c) Any of the other valid and collectible insurance whether primary, excess, contingent or any other basis that is insurance available to you as a result of your being a participant in a "consolidated (wrap-up) insurance program," but only as respects your involvement in that "consolidated (wrap-up) insurance program."

- C. SECTION V - DEFINITIONS is amended to add the following definition:

"Consolidated (wrap-up) insurance program" means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

"Residential structure" means any structure where 30% or more of the square foot area is used or is intended to be used for human residency including but not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and also includes their common areas and/or appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). When there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels, or motels. Residential structure also does not include hospitals or prisons.

This provision 26. does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

REFER TO SCHEDULE CG2404

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

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CHANGE ENDORSEMENT

*** THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ***

THIS ENDORSEMENT IS A PART OF YOUR POLICY AND TAKES EFFECT ON THE EFFECTIVE DATE OF YOUR POLICY, UNLESS ANOTHER EFFECTIVE DATE IS SHOWN BELOW.

AMENDMENT OF INSURING AGREEMENT – KNOWN OR CONTINUING INJURY OR DAMAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA PLUS COVERAGE PART

I. Paragraph 1. Insuring Agreement of SECTION I –
COVERAGES is replaced by the following:

1. Insuring Agreement

We will pay on behalf of the insured all sums that the insured becomes legally obligated to pay as "ultimate net loss" because of "bodily injury", "property damage", "personal injury", and "advertising injury" to which this insurance applies.

a. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "incident" that takes place in the policy territory;
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) With respect to "bodily injury" or "property damage" that continues, changes or resumes so as to occur during more than one policy period, both of the following conditions are met:

- (i) Prior to the policy period, no "authorized insured" knew that the "bodily injury" or "property damage" had occurred, in whole or in part; and
- (ii) During the policy period, an "authorized insured" first knew that the "bodily injury" or "property damage" had occurred, in whole or in part.

For purposes of this Paragraph (1)a.(3) only, if (a) "bodily injury" or "property damage" that occurs during this policy period does not continue, change or resume after the termination of this policy period; and (b) no "authorized insured" first knows of this "bodily injury" or "property damage" until after the termination of this policy period, then such first knowledge will be deemed to be during this policy period.

- b. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any "authorized insured" includes

POLICY CHANGE NO.	EFFECTIVE DATE OF THIS POLICY CHANGE
-------------------	--------------------------------------

COUNTERSIGNED _____
(DATE)

BY _____
(AUTHORIZED REPRESENTATIVE)



CHANGE ENDORSEMENT

*** THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ***

THIS ENDORSEMENT IS A PART OF YOUR POLICY AND TAKES EFFECT ON THE EFFECTIVE DATE OF YOUR POLICY, UNLESS ANOTHER EFFECTIVE DATE IS SHOWN BELOW.

- any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "authorized insured":
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand, claim or "suit" for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. This insurance applies to "personal injury" and "advertising injury" caused by an "incident" that takes place during the policy period and in the policy territory.
- II. The following changes are made to **SECTION V - DEFINITIONS**:
1. Definition 9. "Incident" is deleted in its entirety and replaced by the following:
 9. "Incident"
 - a. With respect to "bodily injury" and "property damage", "incident" means an occurrence. An occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
 - b. With respect to "personal injury" and "advertising injury", "incident" means an offense arising out of your business.
 2. The following definition is added:

"Authorized insured" means any insured listed under Paragraph 1.a. through c. of **SECTION II - WHO IS AN INSURED**, or any employee authorized by such an insured to give or receive notice of an "incident", claim or "suit".

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POLICY CHANGE NO.

EFFECTIVE DATE OF THIS POLICY CHANGE

COUNTERSIGNED

(DATE)

BY

(AUTHORIZED REPRESENTATIVE)

P-56015-B (11/91 ED.)

COMMERCIAL UMBRELLA PLUS COVERAGE PART

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V – DEFINITIONS**.

SECTION I – COVERAGES

1. Insuring Agreement

We will pay on behalf of the insured all sums that the insured becomes legally obligated to pay as "ultimate net loss" because of:

- a. "Bodily Injury";
- b. "Property Damage";
- c. "Personal Injury"; or
- d. "Advertising Injury",

caused by an "incident" which takes place during the policy period and in the policy territory.

2. Exclusions

This Insurance does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- b. "Advertising injury" arising out of:
 - (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
 - (2) The failure of goods, products or services to conform with advertised quality or performance;
 - (3) The wrong description of the price of goods, products or services; or
 - (4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.
- c. "Personal injury" or "advertising injury":
 - (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured; or

- (4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

- d. Any obligation of the insured under a:
 - (1) workers' compensation;
 - (2) disability benefits; or
 - (3) unemployment compensation,

law or any similar law. Paragraph (1) of this exclusion does not apply to liability of others assumed by the insured under a valid "insured contract" which is in force at the time of an injury.

- e. "Bodily injury" to:
 - (1) An employee of the insured arising out of and in the course of employment by the insured; or
 - (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or

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- (2) Claims covered by "scheduled underlying insurance".
- f. (1) "Bodily injury", "property damage" or "personal injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:
 - (i) if the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
 - (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.
 - (e) that are, or that are contained in property that is:
 - (i) being transported or towed by, or handled for movement into, onto or from a covered "automobile";
 - (ii) otherwise in the course of transit;
 - (iii) being stored, disposed of, treated or processed in or upon the covered "automobile";
 - (f) before the pollutants or property in which the pollutants are contained are moved from the place where they are accepted by the insured for movement into or onto the covered "automobile"; or
 - (g) after the pollutants or property in which the pollutants are contained are moved from the covered "automobile" to the place where they are finally:

- (i) delivered;
 - (ii) disposed of; or
 - (iii) abandoned
- by the insured.

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

Subparagraph (e)(iii) does not apply to fuels, lubricants, fluids, exhaust, gases or other similar pollutants that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "automobile" or its parts if the pollutants escape or are discharged, dispersed or released directly from an "automobile" part designed by its manufacturer to hold, store, receive or dispose of such pollutants.

Subparagraphs (f) and (g) do not apply if the pollutants or property in which the pollutants are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "automobile" and the discharge, dispersal, release or escape of the pollutants is caused directly by such upset, overturn or damage.

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- g. "Bodily injury" or "property damage" arising out of the:
- (1) ownership;
 - (2) maintenance;
 - (3) use; or
 - (4) entrustment to others

of a "watercraft" owned or operated by or rented or loaned to an insured. Use includes operation or "loading or unloading". This exclusion does not apply to:

- (1) a "watercraft" while ashore on premises you own or rent;
- (2) a "watercraft" you do not own that is:
 - (a) less than 26 feet long; and
 - (b) not being used to carry persons or property for a charge; or
- (3) liability assumed under an "insured contract" for the ownership, maintenance or use of "watercraft".

h. The ownership, maintenance, operation, use, "loading or unloading" of aircraft:

- (1) owned by an insured; or
- (2) chartered without crew by an insured or on an insured's behalf.

i. "Ultimate net loss" due to:

- (1) war, whether declared or not;
- (2) civil war;
- (3) insurrection;
- (4) rebellion; or
- (5) revolution,

or to acts or conditions of the foregoing with respect to liability assumed by an insured under contracts or agreements.

j. "Property damage" to:

- (1) Property you own, rent, or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of an insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. "Property damage" to "your product" arising out of it or any part of it.

l. "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. "Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Liability for alleged or actual violations of the Employees Retirement Income Security Act of 1974 or any amendments or additions thereto.

p. Liability for a wrongful act, error, omission or breach of duty by an insured in the performance of the office of director or officer of an organization.

q. Liability imposed on the insured under an uninsured/underinsured motorist law, a personal injury protection law, a reparations benefit law or other similar law.

- r. To any alleged or actual discrimination by you against a past, present or prospective employee and to discrimination committed intentionally against a person.
- s. (1) "Bodily Injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened exposure at any time to asbestos; or
- (2) Any loss, cost or expense that may be awarded or incurred:
 - (a) by reason of a claim or "suit" for any such injury or damage; or
 - (b) in complying with a governmental direction or request to test for, monitor, clean up, remove, contain or dispose of asbestos.

As used in this exclusion asbestos means the mineral in any form whether or not the asbestos was at any time:

- (1) airborne as a fiber, particle or dust;
- (2) contained in or formed a part of a product, structure or other real or personal property;
- (3) carried on clothing;
- (4) inhaled or ingested; or
- (5) transmitted by any other means.

SECTION II - WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- 2. Each of the following is also an insured:
 - a. Your employees, other than your executive officers and directors, but only for acts within the scope of their employment by you. However, none of these employees is an insured for:
 - (1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment; or

- (2) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).
- b. Your subsidiary companies in existence at policy inception.
- c. A person or organization for which you are required, by virtue of a written contract entered into prior to an "incident", to provide the insurance that is afforded by this policy. This insurance applies only with respect to operations by you or on your behalf or to facilities you own or use, but only to the extent of the limits of liability required by such contract, not to exceed the limits of liability in this policy.
- d. A corporation or organization, other than partnerships and joint ventures, that you form, acquire or gain control of during the policy period, but only with respect to "incidents" taking place after you form, acquire or gain control of such corporation or organization.
- e. Any other persons or organizations included as an insured under the provisions of the "scheduled underlying insurance" in Item 5. of the Declarations and then only for the same coverage, except for limits of liability, afforded under such "scheduled underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

If you are designated in the Declarations as an individual, this policy shall not apply to liability arising out of your domestic or non-business activities. This does not apply to the ownership, maintenance, use or "loading or unloading" of any "automobile", nor to the Personal Umbrella Liability Coverage Part.

SECTION III - LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought;
 - c. Persons or organizations making claims or bringing "suits".
 - d. "Automobiles", "aircraft" or "watercraft" to which this policy applies; or
 - e. Coverages under which loss is insured in this policy.
- 2. Our aggregate limit of liability will be the amount in Item 3. of the Declarations for "ultimate net loss" arising

ing out of all "incidents" with respect to the following exposures insured by this policy:

- a. The "Products-Completed Operations Hazard";
- b. Occupational disease sustained by all employees of an insured; or
- c. A hazard, other than in a. or b. above, for which an "underlying insurer" affords coverage subject to an aggregate limit and to which this policy applies.

This aggregate limit of liability applies separately to a. through c. above.

3. We shall only be liable for the "ultimate net loss" in excess of:

- a. The applicable limits of "scheduled underlying insurance" in Item 5. of the Declarations, for "incidents" covered by "scheduled underlying insurance", plus the limits of any "unscheduled underlying insurance" which also provides coverage for such "incidents";
- b. The "unscheduled underlying insurance" or the "retained limit", whichever is greater, for "incidents" covered by "unscheduled underlying insurance" and by this policy only; or
- c. The "retained limit" for "incidents" covered by this policy only;

but only up to the amount of our limits of liability in Item 3. of the Declarations, because of a single "incident".

4. In the event of reduction or exhaustion of the aggregate limits of liability under "scheduled underlying insurance" solely by reason of payments of a combination of covered:

- a. expenses;
- b. settlements; or
- c. judgments

paid thereunder as a result of "incidents" taking place during this policy period (which would, except for the amount thereof, be covered under this policy); this policy shall, subject to this limit of liability provision and to the remaining terms and provisions and conditions of this policy:

- a. apply in excess of such reduction of "scheduled underlying insurance"; or
- b. apply in place of the exhausted amount of "scheduled underlying insurance".

Nothing in a. or b. above shall serve to increase the limits of liability in Item 3. of the Declarations.

5. The limits of this policy shall apply separately to:
 - a. each consecutive annual period; and

- b. remaining periods of less than 12 months;

starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of liability.

SECTION IV - CONDITIONS

1. Financial Impairment

Bankruptcy, rehabilitation, receivership, liquidation or other financial impairment of you or an "underlying insurer" shall neither relieve nor increase any of our obligations under this policy.

In the event there is diminished recovery or no recovery available to you as a result of such financial impairment of an insurer providing "scheduled underlying insurance", the coverage under this policy shall apply only in excess of the limits of liability stated in the "scheduled underlying insurance". Under no circumstances shall we be required to drop down and replace the limits of liability, or assume the obligations of a financially impaired insurer.

2. Duties of the Insured

- a. In the Event of an Occurrence or Offense Which Has Not Resulted in a Claim or Suit

Whenever you have information of an occurrence or offense which involves injuries or damages likely to involve this policy, written notice shall be given by or for you to us or to our authorized agent as soon as practicable. The notice shall contain:

- (1) Particular information sufficient to identify the insured;
- (2) Such information as can be reasonably obtained with respect to time, place and circumstances of the occurrence or offense; and
- (3) Names and addresses of the insured and of available witnesses.

- b. In the Event of Claims or Suit

Immediate written notice shall be given by you to us whenever:

- (1) A claim is made or "suit" is brought against you;
- (2) You receive notice that a right to bring claim or "suit" against you will be asserted; or
- (3) You obtain information that the obligation of "underlying insurers" to:
 - (a) investigate;
 - (b) defend;



- (c) pay on behalf of; or
- (d) indemnify

you has ceased.

Every demand, notice, summons, amended complaint or other process received by you or your representative shall be forwarded with each notice.

3. Legal Action Against Us

No legal action shall be brought against us unless you have fully complied with all the terms of this policy and the amount of your obligation to pay has been finally determined either by:

- a. Judgment against you after actual trial; or
- b. Written agreement between us, you and the claimant.

4. Other Insurance

Whenever you are covered by other:

- a. primary;
- b. excess; or
- c. excess-contingent

insurance not scheduled on this policy as "scheduled underlying insurance", this policy shall apply only in excess of, and will not contribute with, such other insurance. This policy shall not be subject to terms, conditions or limitations of other insurance. In the event of payment under this policy where you are covered by such other insurance, we shall be subrogated to all of your rights of recovery against such other insurance and you shall execute and deliver instruments and papers, including assignment of rights, and do what is necessary to secure such rights.

5. Premium Audit

- a. Premiums for this policy shall be stated in the Declarations and computed in accordance with our manual rules. If this policy is issued for a period in excess of one year, the premium may be revised on each annual anniversary in accordance with our manual rules in effect during that time.
- b. Premium shown on the Declarations page as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to you. If the sum of the advance and audit premiums paid for the policy term are greater than the earned premium, we will return the excess to you.
- c. You must keep records of the information we need for premium computation, and send us copies at such times as we request.

- d. We may audit your books and records during the term of this policy and up to three years afterwards.

6. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

7. Severability of Interests

The insurance afforded applies separately to each insured against whom claim is made or "suit" is brought. However, the inclusion of more than one insured shall not operate to increase the limits of liability.

8. Assignment

Your rights and duties under this insurance may not be transferred without our written consent, except if you die; then your rights and duties will be transferred to:

- a. your legal representative, but only while acting within the scope of their duties as such; or
- b. anyone having temporary custody of your property until your legal representative has been appointed.

9. Changes

This policy may be changed only by an endorsement issued by us, to form a part of this policy, signed by our duly authorized representative. Notice to you or to our agent, or knowledge possessed by us, our agent or any other person shall not effect a waiver or a change in any part of this policy nor prevent us from asserting any right under the terms of this policy.

10. "Scheduled Underlying Insurance"

Material change in premium for "scheduled underlying insurance" shall be promptly reported to us. Premium for this policy may be adjusted to reflect changes in underlying insurance in accordance with our manuals in effect at the time of the change.

11. Maintenance of "Scheduled Underlying Insurance"

While this policy is in force you agree that the policies listed in the Declarations as "scheduled underlying insurance" and their renewals and replacements shall be maintained, without alterations of terms or conditions, in full effect during the term of this policy; except for reduction or exhaustion of the aggregate limits of liability in the "scheduled underlying insurance", provided that such reduction or exhaustion is solely the result of "incidents" taking place during this policy period, and not before. If you fail to maintain "scheduled underlying insurance", this condition shall not invalidate this policy. However, in the event of such failure, we will only be liable to the same extent as if you had complied with this condition.

12. Inspection

We have the right, but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. Recommend changes.

Inspections, surveys, reports or recommendations relate only to insurability and the premiums charged. We do not make safety inspections. We do not undertake to perform the duty of persons or organizations to provide for the health or safety of workers or the public. We do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but to rating, advisory, rate service or similar organizations which make inspections, surveys, reports or recommendations.

13. Appeals

If you or your "underlying insurers" elect not to appeal a judgment in excess of the limits of liability afforded by the:

- a. "scheduled underlying insurance";
- b. "unscheduled underlying insurance"; or
- c. "retained limit";

we may elect to appeal. Our limit of liability shall not be increased because of such appeal. We will, however, pay the following costs and expenses:

- a. All premium bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy;
- b. All premiums on appeal bonds required in such defended "suit", but without obligation to apply for or furnish such bonds;
- c. Court fees;
- d. Costs and expenses taxed against you by the appellate court and interest accruing after entry of a judgment against you and before we have:
 - (1) paid;
 - (2) offered to pay; or
 - (3) deposited in courtthe part of the judgment that is within the applicable limit of insurance. Where the "underlying insurers" terminate their liability to pay interest on the judgment by an offer to pay their limits, you shall demand that such limits be paid. If the appeal is successful, such amounts not obligated to be paid shall be returned to such "underlying insurer".

14. Subrogation

In the case of any payments by us under the coverages of this policy, we shall be subrogated to all rights of recovery against any other party which you may have and will cooperate with you and all other interests. Amounts recovered shall be apportioned in the following order:

- a. Amounts paid in excess of the payments under this policy shall first be reimbursed up to the amount paid by those, including you, who made such payments;
- b. We are then to be reimbursed up to the amount we paid;
- c. Any remainder shall be available to the interests of those over whom this coverage is in excess and who are entitled to claim such remainder.

Expenses necessary to the recovery of such amounts shall be divided between the interests concerned, including you, in the ratio of their respective recoveries as finally settled.

15. Settlement of Claims or Suit

We may pay, but are not obligated to pay, any part or all of the amount of the "retained limit" to effect settlement of a claim or "suit". Upon notification of the action taken you shall promptly reimburse us for such part of the "retained limit" that we had paid. All Named Insureds are jointly and severally responsible for our reimbursement and agree to make such reimbursement within 30 days after we give you written notice or demand for payment.

16. Sole Agent

The insured first named in the Declarations is authorized to act on behalf of all Named Insureds and other insureds with respect to:

- a. the giving and receiving of notice of cancellation; and
- b. receiving return premium that may be payable under this policy.

The insured first named in the Declarations is responsible for the payment of premiums, but the other Named Insureds jointly and severally agree to make such payments in full if the insured first named fails to pay the amount due within 30 days after we give written notice or demand.

SECTION V - DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:

- a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- b. Oral or written publication of material that violates a person's right of privacy;
- c. Misappropriation of advertising ideas or style of doing business; or
- d. Infringement of copyright, title or slogan.

2. "Automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "automobile" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease; mental injury or mental anguish sustained by a person, including death resulting from any of these.

4. "Aircraft" means a vehicle designed to transport persons or property in the air.

5. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

6. "Insured contract" means:

- a. A lease of premises;
- b. A sidetrack agreement;
- c. An easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. The part of other contracts or agreements pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contracts or agreements are made prior to the "bodily injury" or "property damage".

Tort liability means liability that would be imposed by law in the absence of contracts or agreements.

An "insured contract" does not include that part of a contract or agreement:

- a. That indemnifies an architect, engineer or surveyor for an injury or damages arising out of:

- (1) preparing, approving or failing to prepare or approve:

- (a) maps;
- (b) drawings;
- (c) opinions;
- (d) reports;
- (e) surveys;
- (f) change orders;
- (g) designs; or
- (h) specifications; or

- (2) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

- b. Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in a.(1) above and supervisory, inspection or engineering services; or

- c. That indemnifies a person or organization for damage by fire to premises rented or loaned to an insured.

7. "Loading or unloading" means the handling of property;

- a. After it is moved from the place where it is accepted for movement into or onto an "aircraft," "watercraft" or "automobile";
- b. While it is in or on an "aircraft," "watercraft" or "automobile"; or
- c. While it is being moved from an "aircraft," "watercraft" or "automobile" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "aircraft," "watercraft" or "automobile".

8. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in a, b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "automobiles":

- (1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing;

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on "automobile" or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

9. "Incident"

- a. With respect to claims which are covered, in whole or in part, by the immediate "scheduled underlying insurance" policy (whether or not the limits thereof become reduced or exhausted), "incident" means either an occurrence or offense, depending upon which term triggers coverage in your immediate "scheduled underlying insurance" policy.

(1) The trigger of coverage, with respect to "bodily injury" and "property damage", is an occurrence. When coverage is triggered by an occurrence, then "incident" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, that take place during this policy period.

(2) The trigger of coverage, with respect to "personal injury" and "advertising injury", is an offense.

(a) For "personal injury", when coverage is triggered by an offense, then "incident" means an act or series of acts of the same or similar nature committed during this policy period. All loss arising out of such act or series of acts, regardless of the frequency thereof or the number of claimants, shall be deemed to arise out of one offense.

(b) For "advertising injury" when coverage is triggered by an offense, then "incident" means an act or series of acts in which the same or similar advertising material is used, regardless of the number or kind of media used, committed during this policy period. All damages involving the same injurious material or act, regardless of the:

(i) frequency or repetition thereof;

(ii) number or kind of media used; or

(iii) number of claimants;

shall be deemed to arise out of one offense.

- b. With respect to claims which are covered by this policy, but which are not covered by the immediate "scheduled underlying insurance", "incident" means either an occurrence or offense.
10. "Personal Injury" means injury, other than "bodily injury," arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. Wrongful eviction from, wrongful entry into, or the invasion of the right of private occupancy of a room, dwelling or premise that a person occupies by or on behalf of its owner, landlord or lessor;
 - d. discrimination, unless such insurance is prohibited by law;
 - e. humiliation;
 - f. libel;
 - g. slander or defamation of character; or
 - h. invasion of rights of privacy;
- all of which are committed in the conduct of an insured's business; except for coverage that is afforded under "Advertising Injury".
11. a. "Product-completed operations hazard" includes "bodily injury" and "property damage" occurring away from premises an insured owns or rents and arising out of "your product" or "your work" except:
- (1) Products in your physical possession; or
 - (2) Work not yet completed or abandoned.
- b. "Your work" will be deemed completed at the earliest of the following:
- (1) When all work called for in the "insured contract" has been completed;
 - (2) When all of the work to be done at the site has been completed if the "insured's contract" calls for work at more than one site; or
 - (3) When that part of the work done at a job site has been put to its intended use by a person or organization other than another contractor or subcontractor working on the same project. Work that may need:
 - (a) service;
 - (b) maintenance;
 - (c) correction;
 - (d) repair; or
 - (e) replacement;
- but which is otherwise complete, will be treated as completed.
- c. This hazard does not include "bodily injury" or "property damage" arising out of:
- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it; or
 - (2) The existence of:
 - (a) tools;
 - (b) uninstalled equipment; or
 - (c) abandoned or unused materials.
12. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the "occurrence" that caused it.
13. "Suit" means a civil proceeding in which damages because of:
- a. "bodily injury";
 - b. "property damage";
 - c. "personal injury"; or
 - d. "advertising injury";
- to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding alleging such damages to which you must submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
14. "Your product" means:
- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
 - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes warranties or representations made with respect to the fitness, quality, durability, performance or use of "your product" and the providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

15. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes warranties or representations made with respect to the fitness, quality, durability, performance or use of "your work" and the providing of or failure to provide warnings or instructions.

16. "Retained limit" means the amount stated in Item 4. of the Declarations.

17. "Scheduled underlying insurance" means the insurance policies listed in the Schedule of Underlying Insurance including renewal or replacement of such contracts which are not more restrictive than those listed in the aforementioned Schedule of Underlying Insurance.

18. "Ultimate net loss"

- a. "Ultimate net loss" means the actual damages the insured is legally obligated to pay, either through:

- (1) final adjudication on the merits; or
- (2) through compromise settlement with our written consent or direction;

because of "incident(s)" covered by this policy.

However, it includes the above mentioned sums only after deducting all other recoveries and salvages.

- b. "Ultimate net loss" does not include the following:

- (1) costs or expenses related to:

- (a) litigation,
- (b) settlement;
- (c) adjustment; or
- (d) appeals;

nor costs or expenses incident to the same which an "underlying insurer" has paid, incurred or is obligated to pay to or on behalf of the insured;

- (2) pre-judgment interest;
- (3) office costs and expenses and salaries and expenses of the employees of an insured;

- (4) our office costs and expenses and salaries of our employees; or

- (5) general retainer and/or monitoring fees of counsel retained by the insured.

19. "Underlying insurer" means an insurer whose policy covers an "incident" also covered by this policy but does not include insurers whose policies were purchased specifically to be in excess of this policy. It includes all insurers providing:

- a. "unscheduled underlying insurance"; and
- b. "scheduled underlying insurance".

20. "Unscheduled underlying insurance"

- a. "Unscheduled underlying insurance" means insurance policies available to an insured, whether:

- (1) primary;
- (2) excess;
- (3) excess-contingent; or
- (4) otherwise;

except the policies listed in the Schedule of Underlying Insurance.

- b. "Unscheduled underlying insurance" does not include insurance purchased specifically to be excess of this policy.

21. "Watercraft" means a vehicle designed to transport persons or property in or on water.

SECTION VI - DEFENSE PAYMENT AND RELATED DUTIES

1. If a claim or "suit" alleges damages covered by underlying policies and the obligation of all "underlying insurers" either to:

- a. investigate and defend the insured; or
- b. pay the cost of such investigation and defense;

ceases solely through exhaustion of all underlying limits of liability through payment of a combination of covered expenses, settlements or judgments for "incidents" taking place during our policy period, then we will either:

- a. assume the investigation and defense of the insured against "suits" seeking damages; or
- b. if we elect not to assume the investigation and defense in 1.a. above, we will reimburse the insured for reasonable defense costs and expenses incurred with our written consent. However, such reimbursement excludes:
 - (1) office expenses of the insured;
 - (2) salaries and expenses of employees; and

- (3) general retainer fees of counsel retained by the insured.
2. We will investigate and defend "suits" brought against an insured for a claim or "suit" that alleges damages from an "incident" not covered under:
- "scheduled underlying insurance"; and
 - "unscheduled underlying insurance";
- but which seeks damages arising out of an "incident" otherwise covered under this policy. Costs and expenses of such investigation and defense are not subject to the "retained limit".
3. We will investigate and defend an insured or reimburse an insured for such costs of investigation and defense described in either 1. or 2. above, even if the allegations of a "suit" are:
- groundless;
 - false; or
 - fraudulent;
- but only until we make payment or offer to pay or deposit in court that part of judgment(s) not exceeding our limit of liability.
4. We shall also have the sole right to make settlement of a "suit" as we deem expedient.
5. If not permitted by law or otherwise to perform these duties, we will pay an insured for defense costs and expenses incurred with our prior written consent.
6. Amounts we pay or incur pursuant to the obligation to defend or pay the costs and expenses of defense are in addition to, and not subject to, the limits of liability stated in the Declarations.
7. In addition to our limits of liability, we will pay prejudgment interest awarded against an insured on that part of a judgment covered by this policy. We will not pay prejudgment interest on that period of time after we offer to pay:
- our limit of liability; or
 - that portion of our limit of liability which equals the amount of a settlement demand when combined with the limits of "underlying insurers."
8. We will pay interest on a judgment that accrues after entry of that judgment, but before we have:
- paid;
 - offered to pay; or
 - deposited in court
- that part of the judgment that is within the limit of insurance of this policy. The amount of interest we pay

will be in direct proportion that amount we pay as damages bears to the total amount of judgment. We will not pay additional interest that accrues after we have;

- paid;
- offered to pay;
- deposited in court

that part of the judgment that is within the limit of insurance of this policy.

9. We will pay all reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit." This includes actual loss of earnings up to \$100 a day because of time off from work.

SECTION VII - POLICY TERRITORY

Policy Territory means anywhere in the world provided such liability is covered by valid and collectible Underlying Insurance as listed in the Schedule of Underlying Insurance, for the full limit shown therein, and then only for such liability for which coverage is afforded under said Underlying Insurance.

With respect to claims made or suits instituted in courts elsewhere than within:

- the United States of America (including its territories and possessions);
- Puerto Rico; or
- Canada,

we shall have the right, but not the duty to defend such suits and to make such:

- investigation;
- negotiation; and
- settlement

of such claims or suits as we deem expedient; provided in cases in which we elect not to investigate, settle or defend, you, under our supervision, will make or cause to be made, such investigation and defense as may be reasonably necessary and, subject to prior authorization by us, will effect to deem prudent. We shall reimburse you for the reasonable cost of such:

- investigation;
- settlement; or
- defense

in the currency of the United States at the rate of exchange prevailing on the date of payment.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

It is agreed that:

I. This policy does not apply:

A. Under Liability Coverage to "ultimate net loss":

1. With respect to which you, under this policy, are also an insured under a nuclear energy liability policy issued by the:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada;

or would be an insured under such policy but for its termination upon exhaustion of its limit of liability; or

2. Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

- a. a person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or a law or amendment thereof; or
- b. the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or an agency thereof, under an agreement entered into by the United States of America, or any agency thereof, with a person or organization.

B. Under any Medical Payment Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to "ultimate net loss" resulting from the "hazardous properties" of "nuclear material", and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "ultimate net loss" resulting from the "hazardous properties" of "nuclear material," if:

1. The "nuclear material":
 - a. is at a "nuclear facility" owned by, or operated by or on behalf of, an insured; or
 - b. has been discharged or dispersed therefrom;
2. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, han-

dled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

3. The loss arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the:

- a. planning;
- b. construction;
- c. maintenance;
- d. operation; or

use of a "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion C.3. applies only to "ultimate net loss" to such "nuclear facility" and any property threat.

II. As used in this endorsement:

A. "Hazardous properties" include radioactive, toxic or explosive properties.

B. "Nuclear material" means "source material", "special nuclear material" or "byproduct material".

C. "Source material", "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

D. "Spent fuel" means a fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

E. "Waste" means waste material:

1. containing "byproduct material" other than the tailings or waste produced by the extraction or concentration of uranium or thorium from ore processed primarily for its "source material" content; and
2. resulting from the operation, by a person or organization, of a "nuclear facility" included within paragraphs 1. and 2. of the definition of "nuclear facility".

F. "Nuclear facility" means:

1. a "nuclear reactor";
2. any equipment or device designed or used for:
 - a. separating the isotopes of uranium or plutonium;

- b. processing or utilizing "spent fuel"; or
- c. handling, processing or packaging "waste";
- 3. any equipment or device used for the processing, fabricating or alloying of special "nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment is located consists of or contains more than:
 - a. 25 grams of plutonium or uranium 233 or any combination thereof; or
 - b. 250 grams of uranium 235;
- 4. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";
and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- G. "Nuclear reactor" means an apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- H. "Ultimate net loss" includes all forms of radioactive contamination of property.

KENNETH SCHMITT
Town Supervisor

TOWN OF CARMEL
TOWN HALL

ANN SPOFFORD
Town Clerk

FRANK D. LOMBARDI
Town Councilman
Deputy Supervisor



KATHLEEN KRAUS
Receiver of Taxes

JOHN D. LUPINACCI
Town Councilman
SUZANNE MC DONOUGH
Town Councilwoman
JONATHAN SCHNEIDER
Town Councilman

60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 • Fax (845) 628-6836
www.carmelny.org

MICHAEL SIMONE
Superintendent of Highways
Tel. (845) 628-7474

Memorandum

TO: Town Board
FROM: Kathleen S. Kraus, Receiver of Taxes
DATE: October 6, 2016
RE: Antoinette Pesavento

I am requesting that Antoinette Pesavento's current position be made a permanent position.

In addition, I am requesting that Antoinette receive credit for her part-time employment. She began her part-time employment on December 6, 2010 in the Town Clerk's office. Her full-time employment began on March 7, 2016 in the Tax office. Let me know if you require any further documentation.

Thank you.

ANTOINETTE PESAVENTO PART TIME HOUR INFORMATION

YEAR	HOURS	
2010	54	acs
2011	959.25	
2012	996.5	
2013	975.75	
2014	101.75	kvs
2014	789.08	paychex
2015	894.09	
2016	176.59	
total hours	4947.01	8
total days	618.38	
total years	2.38	260
total months	28.54	12

From: [Mike Simone](#)
To: [Pasquerello, Anne](#)
Cc: [Maxwell, Mary Ann](#);
Subject: Request to Purchase Painting of Reflective Pavement Stripes per PC Contract
Date: Wednesday, October 05, 2016 3:07:04 PM
Attachments: [doc02512720161005083141.pdf](#)

The Highway Department requests authorization to purchase "Painting of Reflectorized Pavement Stripes" from Putnam County BID # RFP-38-15, contract period September 1, 2016 to August 31, 2017 –see attached.

Thank you....

Staci Norton for

Michael Simone, Superintendent of Highways
Town of Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541

845.628.7474
FAX 845.628.1471



PURCHASING AND CENTRAL SERVICES

Telephone No.: (845) 808-1088

Fax No.: (845) 808-1914

Contract Award Notification Extension

Title: Painting of Reflectorized Pavement Stripes on County Highways

Contract Period: SEPTEMBER 1, 2015 – AUGUST 31, 2016

Revised Period: SEPTEMBER 1, 2016 – AUGUST 31, 2017

BID No: RFB-38-15

Authorized User: County of Putnam Exclusively & Political Subdivisions

Description: Painting of Reflectorized Pavement Stripes on County Highways

Contractor Information: Atlantic Pavement Marking, Inc.
15 Industrial Road
Prospect, CT 06712
(203)758-0800

PURCHASING AGENT: Alex Mays **DATE:** 7/13/16

DEPARTMENT HEAD: Ed Peir **DATE:** 7/14/16
pp

COUNTY EXECUTIVE: Maryellen Hill **DATE:** 7-14-16

ALESSANDRO MAZZOTTA
Director



MARYELLEN ODELL
County Executive


PURCHASING

July 11, 2106

Atlantic Pavement Marking, Inc.
15 Industrial Road
Prospect, CT 06712

Re: RFB-38-15 Painting of Reflectorized Pavement Stripes on County Highways

Dear Sir/Madame:

The above-referenced bid is due to expire on ~~2/28/15~~ ^{8/31/16} . Putnam County would like to extend the bid for the following term, **September 1, 2016 – August 31, 2017**. All terms and conditions of the proposal will remain in effect throughout the revised term.

If you agree to the extension, please sign below and return to me as soon as possible.
(Fax or Mail)

COMPANY NAME:
ADDRESS:

Atlantic Pavement Marking, Inc.
15 Industrial Road
Prospect, CT 06712

BY:

A handwritten signature in black ink, appearing to read "Cynthia Ann Jaffre", is written over a horizontal line.

(Signature Line)

Yours truly,

Cynthia Ann Jaffre

Cynthia Ann Jaffre, Principal Account Clerk
Putnam County Purchasing Department

PUTNAM COUNTY PURCHASING
PURCHASING ~ 40 Glencida Ave.-1st Floor-Room 105 ~ CARMEL, NEW YORK 10512
(845) 808-1088 Fax (845) 808-1914

COUNTY OF PUTNAM - PURCHASING
40 Gleneida Ave.-1st Floor-Room 105, Carmel, NY 10512
TELEPHONE: 845-808-1088 / TELEFAX: 845-808-1914

**TITLE: PAINTING OF STRIPES ON COUNTY
ROADS**

BID NUMBER: RFB-38-15

PARTICULAR BID SPECIFICATIONS

PAINTING REFLECTORIZED PAVEMENT STRIPES ON COUNTY HIGHWAYS

I. GENERAL:

All final, interim, and temporary markings shall be furnished and applied in locations directed by the Commissioner in accordance with the Manual of Uniform Traffic Control Devices and the Standard Specifications, Construction and Materials prepared by the New York State Department of Transportation Office of Engineering, dated May 1, 2008 with all errata and updates, and in particular, provisions of Section 640, unless modified by these Particular Specifications.

It shall be the responsibility of the Bidder, before submitting a bid, to make himself fully familiar with the work to be done. A contractor will be barred from pleading misunderstanding or deception because of estimates of quantities, character of scope of work, location of other conditions surrounding the same.

Work is to begin as directed by the Commissioner or designated representative.

II. SAFETY & MAINTENANCE OF TRAFFIC:

The contractor shall be responsible for conducting operations with all precautions for the safety of the traveling public and its own employees.

Hard hats and orange colored reflective safety vests shall be worn by all personnel working along County highways.

The striping machine shall carry warning signs, supplied by the Bidder, which are adequate in size and clearly visible. A truck, supplied by the Bidder, with warning signs shall follow the striping machine at an adequate distance in order to prevent traffic from tracking wet pavement markings. The Bidder shall place traffic cones on the wet centerline and remove the cones when the centerline is dry.

Flagmen and signs supplied by the Bidder, in accordance with the aforesaid Manual of Uniform Traffic Control Devices shall be used wherever necessary.

The Bidder shall maintain traffic at all times and with as little interference or inconvenience as possible. No County Highway or portion thereof may be closed to traffic at any time.

The Bidder shall take such other safety measures as may be ordered by the Commissioner of Highways & Facilities or his designated representative.

COUNTY OF PUTNAM - PURCHASING
40 Gleneida Ave.-1st Floor-Room 105, Carmel, NY 10512
TELEPHONE: 845-808-1088 / TELEFAX: 845-808-1914

**TITLE: PAINTING OF STRIPES ON COUNTY
ROADS**

BID NUMBER: RFB-38-15

III. DURATION, AWARD BASIS, QUANTITIES, CONTRACTOR QUALIFICATIONS:

This bid shall be in effect from **September 1, 2014 – August 31, 2015**

The contract will be awarded to the lowest responsible bidder meeting these specifications for each of the pavement striping and pavement marking (stop bars, crosswalks, symbols, etc.) categories.

Actual quantities ordered under this contract will be determined by the Commissioner of Highways & Facilities or his authorized agent.

Only contractors experienced with traffic line painting for NYSDOT or at least five (5) Counties are eligible to bid on this work.

Truck mounted equipment with at least two spray guns shall be used.

IV. WORK PERIODS:

Painting shall be done Mondays through Fridays and not on a holiday or the day before or after a Holiday. The major painting work shall be done approximately between May 15th and October 15th. However, due to the necessities of maintenance and construction of the County highways, smaller quantities may be needed from time to time.

V. ROAD AND WEATHER CONDITIONS:

For water based paint, no painting shall be undertaken when the temperature is below 50 degrees Fahrenheit. No water based painting shall be undertaken when the relative humidity is greater than 85%. No water based painting shall be undertaken during period of rain or if rain is imminent unless specifically approved by the Commissioner of Highways & Facilities. Waterborne traffic paint shall not be applied if rain is expected within 4 hours after application.

The Putnam County Department of Highways & Facilities shall be responsible for cleaning the pavement before striping.

The Bidder shall notify the Commissioner or designated representative at least 48 hours prior to starting operations in order for the County to provide any required road cleaning.

VI. LAYOUT:

The Putnam County Department of Highways & Facilities shall provide all layouts for pavement marking and the required lane width. All edge lines shall be placed as measured from the centerline.

COUNTY OF PUTNAM - PURCHASING
40 Gleneida Ave.-1st Floor-Room 105, Carmel, NY 10512
TELEPHONE: 845-808-1088 / TELEFAX: 845-808-1914

**TITLE: PAINTING OF STRIPES ON COUNTY
ROADS**

BID NUMBER: RFB-38-15

VII. WAGES:

The Bidder agrees to pay a minimum wage which shall be equal to the hourly wage as scheduled by the State of New York Department of Labor, for the various classes of occupations required for the indicated work. Such schedule shall include the prevailing wage rates in effect in the County of Putnam in accordance with the provisions of Section 220-D of the New York State Labor Law.

VIII. MATERIAL DELIVERY & STORAGE:

All paint required shall be delivered to the County Highway Facility at 842 Fair Street in the Town of Patterson. Paint shall be delivered in 55-gallon drums prior to the start of work. The County shall be given 24-hour notice before any delivery of paint or beads.

The County will provide outside storage for paint and will provide a forklift to assist with truck unloading only if prior notice of a delivery is given. Inside storage of reflectorized glass beads will be provided if prior notice is given.

The Contractor will remove all excess materials and empty paint drums within sixty (60) days after the completion of the season's final application. By providing storage, the County is not liable for any damages, theft or any other losses that could be incurred by the Contractor who must maintain insurance on the stored materials and clean up any spills that may occur.

IX. QUALITY CONTROL:

The Bidder should only use striping equipment equipped with "Flow Meters" and "Foot Distance Meters" for calibrating and measuring the work performed.

The Bidder will take all necessary and reasonable precautions to insure that motorists using the highways being striped do not get paint on their vehicles. In such event, the bidder will directly respond to and rectify all verifiable incidents of paint damage on such vehicles.

X. QUALITY ASSURANCE:

The Bidder shall be responsible for all complaints from the public arising out of the striping of the County highways. The Bidder must have a "Field Complaint Procedure" in place. **A copy of the "Field Complaint Procedure" should be submitted with the bid.**

XI. INSPECTION:

The Bidder shall advise the Commissioner of Highways & Facilities at least 24 hours before any application is to be done or before resuming work after a delay or postponement. The

COUNTY OF PUTNAM - PURCHASING
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**TITLE: PAINTING OF STRIPES ON COUNTY
ROADS**

BID NUMBER: RFB-38-15

Commissioner, or his authorized representative, will inspect the applications of paint on the County Highways & Facilities.

The Commissioner or his authorized representative shall have the authority to stop work, at any time when, in his opinion, the material, workmanship, operation or end product is unsatisfactory or does not comply with N.Y.S.D.O.T. Standard Specifications Section 640-3 as amended or any safety requirement. In case of a Stop Work Order, work shall not be resumed until authorized by the Commissioner or his authorized representative.

Should workmanship not meet the specifications, the Commissioner of Highways & Facilities may, at his own discretion, terminate the contract.

The Commissioner or his designated inspector shall have the right to enter the Contractor's equipment and to read painting unit flow and mileage gauges at any time during work within the County.

XII. RECORDS AND PAYMENT:

The Commissioner or his designated inspector, shall be given a daily report prepared by the Contractor that summarizes the day's work. For each road painted, said report shall show: beginning and ending point, length in miles, lineal feet of painted line applied, gallons of paint and pounds of beads used. The striping machine operator shall verify all daily reports with the County and shall sign said reports.

The required paint wet film thickness application rate for this contract is 20 mils (approximately 20 gallons per 4 inch wide line per mile).

The report shall compare the actual quantities of materials used with the theoretical quantities required by the specified application rates. The County reserves the right to withhold payment from the Contractor for any day's work for which a daily report is not provided.

No payment will be made during the course of each mobilization. Payment will be made for all work after completion of that work, provided such work is satisfactory to the County Engineer. Prior to any payments being made, the Contractor shall submit certification that all labor and material have been paid in full. Copies of certified payrolls are required with each invoice.

XIII. STOP LINES, HATCH LINES, CROSSWALKS AND CROSSBARS (Items No. P640.24 and P640.25):

All provisions of Section 640 shall apply to these items of work, except that Items 640.20 and 640.21 shall be used to pay for only centerlines, lane lines, and edge lines (measured in miles to the closest hundredth, not feet).

COUNTY OF PUTNAM - PURCHASING
40 Gleneida Ave.-1st Floor-Room 105, Carmel, NY 10512
TELEPHONE: 845-808-1088 / TELEFAX: 845-808-1914

**TITLE: PAINTING OF STRIPES ON COUNTY
ROADS**

BID NUMBER: RFB-38-15

Stop lines, hatch lines, crosswalk markings and crossbars shall be paid for under Item Nos. P640.24 and P640.25, and shall be measured to the nearest tenth of a square foot of area painted, by calculating the product of the length and width of the markings applied.

XIV. MOBILIZATION (Item No. P699):

The Contractor shall provide a lump sum price for each mobilization requested by the County.

A mobilization shall be defined as the Contractor responding to a single request by the County to paint traffic lines in Putnam County, regardless of quantity. Once all work requested by the County under the mobilization is completed and the Contractor has left the County, that mobilization will be considered completed. Subsequent requests for work by the County will be subject to a new mobilization fee. (The County may add work during the on-going mobilization before the Contractor has left the County without being subject to new mobilization charges.)

The price bid for mobilization shall cover all of the Contractor's costs for supplying labor, equipment and materials to complete the work requested by the County associated with a single request. The Contractor shall begin work for a particular mobilization within five (5) workdays of written notice to proceed. Once mobilized, the Contractor shall work exclusively and continuously on the work requested by the County until completed.

SAFETY MARKING, INC. 460 BOSTWICK AVENUE BRIDGEPORT, CT 06605	ATLANTIC PAVEMENT MARKING, INC. 15 INDUSTRIAL RD. PROSPECT, CT 06712	SENECA PAVEMENT MARKING INC. 3526 WATKINS ROAD HORSEHEADS, NY 14845
---	--	---

ITEM NO.	DESCRIPTION	PAY UNIT	EST. QUANTITY	UNIT BID PRICE	SUBTOTAL	EST. QUANTITY	UNIT BID PRICE	SUBTOTAL	EST. QUANTITY	UNIT BID PRICE	SUBTOTAL
640.2	WHITE PAINT RELECTORIZED PAVEMENT STRIPES --20 MILS	Mile	250	\$215.00	\$53,750.00	250	\$208.00	\$52,000.00	250	\$275.00	\$68,750.00
640.21	YELLOW PAINT REFLECTORIZED PAVEMENT STRIPES --20 MILS	Mile	250	\$219.00	\$54,750.00	250	\$172.50	\$43,125.00	250	\$275.00	\$68,750.00
P699	MOBILIZATION	Each	3	\$1.00	\$3.00	3	\$0.00	\$0.00	3	\$1,000.00	\$3,000.00
TOTAL BID PRICE ALL ITEMS					\$108,503.00	\$95,125.00			\$140,500.00		
ITEM NO.	DESCRIPTION	PAY UNIT	EST. QUANTITY	UNIT BID PRICE	SUBTOTAL	EST. QUANTITY	UNIT BID PRICE	SUBTOTAL	EST. QUANTITY	UNIT BID PRICE	SUBTOTAL
640.22	WHITE PAINT REFLECTORIZED PAVEMENT LETTTERS --20 MILS	Each	20	\$29.00	\$580.00	20	\$25.00	\$500.00	20	\$65.00	\$1,300.00
640.23	WHITE PAINT REFLECTORIZED PAVEMENT SYMBOLS --20 MILS	Each	10	\$39.00	\$390.00	10	\$55.00	\$550.00	10	\$75.00	\$750.00
P640.24	WHITE PAINT REFLECTORIZED STOP LINES, HATCH LINES, CROSSWALKS AND CROSSBARS--20 MILS	S.F.	500	\$0.95	\$475.00	500	\$0.80	\$400.00	500	\$2.75	\$1,375.00
P640.25	YELLOW PAINT REFLECTORIZED HATCH LINES --20 MILS	S.F.	500	\$0.95	\$475.00	500	\$0.75	\$375.00	500	\$2.75	\$1,375.00
P699	MOBILIZATION	EACH	3	\$1.00	\$3.00	3	\$0.00	\$0.00	3	\$1,000.00	\$3,000.00
TOTAL BID PRICE FOR ALL ITEMS					\$1,923.00	\$1,825.00			\$7,800.00		
GRAND TOTAL ALL ITEMS					\$110,426.00	\$96,950.00			\$148,300.00		

EXTENDED BID TERM
LOW BIDDER

September 1, 2016 - August 31, 2017

From: [Mike Simone](#)
To: [Pasquerello, Anne](#)
Cc: [Maxwell, Mary Ann](#); msimone@bestweb.net
Subject: Request to Purchase Bulk Diesel - Revised NYS OGS Contract #PC66703
Date: Thursday, September 29, 2016 2:31:31 PM
Attachments: [doc02503120160929143801.pdf](#)

The Highway Department is requesting authorization to purchase Bulk Diesel according to the attached NYS OGS Contract #PC66703.

Thank you....

Staci Norton for

Michael Simone, Superintendent of Highways
Town of Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541

845.628.7474
FAX 845.628.1471



Contract Award Notification Update

Subject: Revised Contract Award Notification

DATE: September 9, 2016

AWARD #: 22781

GROUP #: 05602

AWARD DESCRIPTION: Diesel Fuel, Ultra-Low Sulfur and Bio-Diesel (On-Road Use Only) (Statewide)

CONTRACT PERIOD: November 15, 2014 – August 30, 2018

CONTACT: Elizabeth Gocs | 518-486-1821 | Elizabeth.Gocs@ogs.ny.gov

CONTRACT NO.:

CONTRACTOR:

PC66700	Adirondack Energy Products, Inc.
PC66701	Goetz Energy Corp.
PC66702	Global Montello Group Corp.
PC66703	Heritagenergy, Inc.
PC66704	Main Brothers Oil Co., Inc. d/b/a Main Care Energy
PC66705	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
PC66707	Sprague Operating Resources LLC
PC66708	Superior Plus Energy Services d/b/a Griffith Energy

Please be advised that the Contract Award Notification, revised on August 30, 2016, inadvertently had the name of the wrong contractor (Global Montello Group Corp.) for the fuel grades ULSD 2D BIO (B5) and ULSD 2D BIO (B20) for Suffolk County. The correct contractor is Sprague Operating Resources LLC, and the notification has been revised with the following information:

County	Item No.	Fuel Grade	Fuel Requirements	Fuel Requirements Effective 11/11/2016	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount	Contractor
Suffolk	146	ULSD 2D BIO (B5)	1,317,960	1,497,460	3.3148	3.6094	0.0200	Sprague
Suffolk	147	ULSD 2D BIO (B20)	20,000	20,000	3.2985	3.6034	0.0200	Sprague

A revised Contract Award Notification will be posted to reflect this correction.

All other terms and conditions remain the same.

* Current Contract Expires 11/10/16
12/4/14 TB Resolution

9/29/16 - Request TB Resolution
to Purchase from 9/9/16 Update
cc comptroller
Jen



Contract Award Notification Update

Subject: Renewal of Contracts

DATE: August 30, 2016

AWARD #: 22781

GROUP #: 05602

AWARD DESCRIPTION: Diesel Fuel, Ultra-Low Sulfur and Bio-Diesel (On-Road Use Only) (Statewide)

CONTRACT PERIOD: November 15, 2014 – August 30, 2018

CONTACT: Elizabeth Gocs | 518-486-1821 | Elizabeth.Gocs@ogs.ny.gov

CONTRACT NO.:

CONTRACTOR:

PC66700	Adirondack Energy Products, Inc.
PC66701	Goetz Energy Corp.
PC66702	Global Montello Group Corp.
PC66703	Heritagenergy, Inc.
PC66705	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
PC66707	Sprague Operating Resources LLC
PC66708	Superior Plus Energy Services, Inc. d/b/a Griffith Energy

Please be advised that in accordance with the CONTRACT PERIOD AND RENEWALS clause, the above-referenced contractors have accepted a renewal of their contracts through August 30, 2018. Mirabito Holdings, Inc. is not renewing Livingston, Rensselaer, and Saratoga counties. Main Brothers Oil Company, Inc.'s contract is not being renewed. Fuel items not being renewed will be re-bid.

OGS intends to bid and make future awards for the following 17 counties and fuel types:

County	Fuel Type
Albany	Biodiesel B5
Columbia	Biodiesel B5
Fulton	Biodiesel B5
Greene	Biodiesel B5
Hamilton	ULSD 2D Regular, Biodiesel B5
Livingston	ULSD 2D Regular, ULSD 2D Premium, Biodiesel B5, Biodiesel B10
Montgomery	Biodiesel B5
Rensselaer	ULSD 2D Regular, Biodiesel B5
Richmond	ULSD 2D Regular
Saratoga	ULSD 2D Regular, ULSD 2D Premium, Biodiesel B5
Schenectady	Biodiesel B5
Schoharie	ULSD 2D Premium, Biodiesel B5
Steuben	Biodiesel B10
Sullivan	Biodiesel B5
Ulster	Biodiesel B5
Warren	Biodiesel B5
Washington	ULSD 2D Regular, ULSD 2D Premium, Biodiesel B5

A revised Contract Award Notification will be posted to reflect this renewal.

All other terms and conditions of the contract remain the same.



Contract Award Notification Update

Subject: Revised Contract Award Notification and Weekly Price Pages

DATE: June 09, 2016

AWARD #: 22781

GROUP #: 05602

AWARD DESCRIPTION: Diesel Fuel, Ultra-Low Sulfur and Bio-Diesel (On-Road Use Only) (Statewide)

CONTRACT PERIOD: November 15, 2014 – November 10, 2016

CONTACT: Elizabeth Gocs | 518-486-1821 | Elizabeth.Gocs@ogs.ny.gov

CONTRACT NO.: PC66708

CONTRACTOR: Superior Plus Energy Services, Inc. d/b/a Griffith Energy

The following information was inadvertently missing from the contract award notification and the weekly price pages:

County	Item No.	Fuel Grade	Fuel Requirements	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount	Contractor
Chemung	20	Diesel Regular	133,652	3.4140	3.7175	0.1000	Superior Plus

Also, note that the contact information for Superior Plus Energy Services, Inc. d/b/a Griffith Energy has changed.

A revised Contract Award Notification and weekly price pages for Diesel Fuel, Ultra-Low Sulfur and Bio-Diesel (On-Road Use Only) will be posted to reflect this addition.

All other terms and conditions remain the same.



Office of
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Corning Tower, Empire State Plaza, Albany, NY 12242 | www.nyspro.ogs.ny.gov | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: CHANGE TO POSTING USED FOR BUFFALO KEROSENE
PRICE ADJUSTMENTS

DATE: April 22, 2016

AWARD #: 22781

GROUP #: 05602

AWARD DESCRIPTION: Diesel Fuel, Ultra-Low Sulfur and Biodiesel (On-road Use Only) (Statewide)

CONTRACT PERIOD: November 15, 2014 to November 10, 2016

CONTACT: Elizabeth Gocs | 518-486-1821 | elizabeth.gocs@ogs.ny.gov

CONTRACT NO.:	PC66700	CONTRACTOR:	Adirondack Energy Products
	PC66701		Goetz Energy Corp.
	PC66702		Global Montello Group Corp.
	PC66703		Heritagenergy, Inc.
	PC66704		Main Brothers Oil Co. d/b/a Main Care Energy
	PC66705		Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
	PC66707		Sprague Operating Resources, LLC.
PC66708	Superior Plus Energy Services, Inc. d/b/a Griffith Energy		

Please be advised that as of April 22, 2016, the weekly fuel price adjustments for Buffalo kerosene will be based solely on the low posting published in OPIS's Oil Price Daily, due to inconsistent reporting of both a high and a low posted price, and the original bid basis has been adjusted accordingly.

The state may periodically adjust pricing, as outlined in the "Price Revisions" clause from the IFB, "Should postings differ from current description and/or format, a posting determined, by the Commissioner in his/her sole discretion; to be most reflective of market conditions will be used." OGS Procurement Services has determined that use of the low kerosene price for the Buffalo location is appropriate.

All other terms and conditions remain the same.



Contract Award Notification Update

Subject: CHANGE IN INDEX USED FOR UTICA KEROSENE PRICE ADJUSTMENTS

DATE: January 29, 2016

AWARD #: 22781

GROUP #: 05602

AWARD DESCRIPTION: Diesel Fuel, Ultra-Low Sulfur and Biodiesel (On-road Use Only) (Statewide)

CONTRACT PERIOD: November 15, 2014 to November 10, 2016

CONTACT: Elizabeth Gocs | 518-486-1821 | elizabeth.gocs@ogs.ny.gov

CONTRACT NO.:	PC66700	CONTRACTOR:	Adirondack Energy Products
	PC66701		Goetz Energy Corp.
	PC66702		Global Montello Group Corp.
	PC66703		Heritagenergy, Inc.
	PC66704		Main Brothers Oil Co. d/b/a Main Care Energy
	PC66705		Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
	PC66707		Sprague Operating Resources, LLC.
	PC66708		Superior Plus Energy Services, Inc. d/b/a Griffith Energy

Please be advised that as of January 22, 2016, the weekly fuel price adjustments for Utica kerosene will be based solely on the low posting published in OPIS's Oil Price Daily, as was the basis of the original bid (March 13, 2014) and award (November 13, 2014), due to inconsistent reporting of both a high and a low posted price.

The state may periodically adjust pricing based on market conditions, as outlined in the "Price Revisions" clause from the IFB states, "Should postings differ from current description and/or format, a posting determined, by the Commissioner in his/her sole discretion; to be most reflective of market conditions will be used." OGS Procurement Services has determined that use of the low kerosene price for the Utica location is in the best interest of the state, and is in keeping with the original bid price basis.

All other terms and conditions remain the same.



Contract Award Notification Update

Subject: Revision to Weekly Pricing List Dated 11/27/2015

DATE: December 1, 2015

AWARD #: 22781

GROUP #: 05602

AWARD DESCRIPTION: Diesel Fuel, Ultra-Low Sulfur and Bio-Diesel (On-Road Use Only) (Statewide)

CONTRACT PERIOD: November 15, 2014 – November 10, 2016

CONTACT: Elizabeth Gocs | 518-486-1821 | Elizabeth.Gocs@ogs.ny.gov

CONTRACT NO.:

CONTRACTOR:

PC66700	Adirondack Energy Products, Inc.
PC66701	Goetz Energy Corp.
PC66702	Global Montello Group Corp.
PC66703	Heritagenergy, Inc.
PC66704	Main Brothers Oil Co., Inc. d/b/a Main Care Energy
PC66705	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
PC66707	Sprague Operating Resources LLC
PC66708	Superior Plus Energy Services, Inc. d/b/a Griffith Energy

The weekly pricing list dated 11/27/15 for Award 22781, Diesel Fuel, Ultra-low Sulfur and Bio-diesel (On-road Use Only) contained an error in the OPIS publication date on page 8. It also contained an error in the price for the Newark, NJ low price for Kerosene. The correct price is \$192.26 cents per gallon.

The above-mentioned errors were corrected, and the revised price list will be posted to the NYS OGS website at <http://www.ogs.ny.gov/purchase/FuelsPricingDefault.htm>.

All other terms and conditions remain the same.



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Contract Award Notification Update

Subject: Revision to Weekly Pricing Dated 8/07/2015

DATE: August 11, 2015

AWARD #: 22781

GROUP #: 05602

AWARD DESCRIPTION: Diesel Fuel, Ultra-Low Sulfur and Bio-Diesel (On-Road Use Only) (Statewide)

CONTRACT PERIOD: November 15, 2014 – November 10, 2016

CONTACT: Elizabeth Gocs | 518-486-1821 | Elizabeth.Gocs@ogs.ny.gov

CONTRACT NO.:

CONTRACTOR:

PC66700	Adirondack Energy Products, Inc.
PC66701	Goetz Energy Corp.
PC66702	Global Montello Group Corp.
PC66703	Heritagenergy, Inc.
PC66704	Main Brothers Oil Co., Inc. d/b/a Main Care Energy
PC66705	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
PC66707	Sprague Operating Resources LLC
PC66708	Superior Plus Energy Services, Inc. d/b/a Griffith Energy

The weekly pricing dated 8/07/15 for Award 22781, Diesel Fuel, Ultra-low Sulfur and Bio-diesel (On-road Use Only) contained an error in the "End Date". The correct end date for the week is 8/13/2015.

This end date was corrected, and the revised price list for 8/07/15 will be posted to the NYS OGS website at <http://www.ogs.ny.gov/purchase/FuelsPricingDefault.htm>.

All other terms and conditions remain the same.



Contract Update

Subject: Correction in Weekly Pricing Dated 3/27/2015

DATE: April 1, 2015

AWARD #: 22781

GROUP #: 05602

AWARD DESCRIPTION: Diesel Fuel, Ultra-Low Sulfur and Bio-Diesel (On-Road Use Only) (Statewide)

CONTRACT PERIOD: November 15, 2014 – November 10, 2016

CONTACT: Elizabeth Gocs | 518-486-1821 | Elizabeth.Gocs@ogs.ny.gov

CONTRACT NO.:

CONTRACTOR:

PC66700

Adirondack Energy Products, Inc.

PC66701

Goetz Energy Corp.

PC66702

Global Montello Group Corp.

PC66703

Heritagenergy, Inc.

PC66704

Main Brothers Oil Co., Inc. d/b/a Main Care Energy

PC66705

Mirabito Holdings, Inc. d/b/a Mirabito Energy Products

PC66707

Sprague Operating Resources LLC

PC66708

Superior Plus Energy Services, Inc. d/b/a Griffith Energy

The weekly pricing dated 3/27/15 for Award 22781, Diesel Fuel, Ultra-low Sulfur and Bio-diesel (On-road Use Only) contained an error in the Buffalo high price for ultra-low sulfur diesel 2D. The correct price is **209.0600** cents per gallon.

This price was corrected, and the revised weekly price list dated 3/27/15 will be posted to the NYS OGS website at <http://www.ogs.ny.gov/purchase/FuelsPricingDefault.htm>.

All other terms and conditions remain the same.



Contract Award Notification Update

Subject: Contract Amendment #1

DATE: March 20, 2015 **AWARD #:** 22781 **GROUP #:** 05602
AWARD DESCRIPTION: Diesel Fuel, Ultra-Low Sulfur and Bio-Diesel (On-Road Use Only) (Statewide)
CONTRACT PERIOD: November 15, 2014 – November 10, 2016
CONTACT: Elizabeth Gocs | 518-486-1821 | Elizabeth.Gocs@ogs.ny.gov
CONTRACT NO.: PC66705 **CONTRACTOR:** Mirabito Holdings, Inc. d/b/a Mirabito Energy Products

Contract Amendment #1 was issued for eight awarded contracts to correct the language in Appendix C of the base contract to be consistent with the Invitation for Bid (IFB), which states goals of 10% for MBE participation and 10% for WBE participation in work performance on the contract. A contract award notification update dated February 25, 2015 was issued for amendments that were executed for seven of the eight contracts.

The contract for Mirabito Holdings, Inc. d/b/a Mirabito Energy Products has been amended by Contract Amendment #1 to incorporate the correct language of Appendix C and to adjust the kerosene (1D) base price per gallon, effective 3/20/2015, to correct an error for the following eighteen (18) items:

- | | |
|--|--|
| 1. Item 10, Broome – ULSD 2D Bio (B5) | 10. Item 40, Dutchess – ULSD 2D Bio (B20) |
| 2. Item 16, Cayuga – ULSD 2D Bio (B5) | 11. Item 67, Lewis – ULSD 2D Bio (B5) |
| 3. Item 23, Chenango – Diesel Regular | 12. Item 73, Madison – ULSD 2D Bio (B5) |
| 4. Item 24, Chenango – ULSD 2D Bio (B5) | 13. Item 91, Oneida – ULSD 2D Bio (B5) |
| 5. Item 33, Cortland – ULSD 2D Bio (B5) | 14. Item 100, Orange – ULSD 2D Bio (B5) |
| 6. Item 34, Delaware – Diesel Regular | 15. Item 108, Otsego – Diesel Regular |
| 7. Item 35, Delaware – ULSD 2D Bio (B5) | 16. Item 109, Otsego – ULSD 2D Bio (B5) |
| 8. Item 36, Delaware – ULSD 2D Bio (B20) | 17. Item 156, Tompkins – ULSD 2D Bio (B20) |
| 9. Item 39, Dutchess – ULSD 2D Bio (B5) | 18. Item 157, Tompkins – ULSD 2D Bio (B10) |

A revised Contract Award Notification for Diesel Fuel, Ultra-Low Sulfur and Bio-Diesel (On-Road Use Only) will be posted to reflect the changes associated with Contract Amendment #1, and revised pricing dated 3/20/15 will be posted to reflect current price data for kerosene for Mirabito Holdings, Inc. Contract Amendment #1 will be posted with the executed base contract.

All other terms and conditions remain the same.



Contract Award Notification Update

Subject: Pricing Update

DATE: March 9, 2015

AWARD #: 22781

GROUP #: 05602

AWARD DESCRIPTION: Diesel Fuel, Ultra-Low Sulfur and Bio-Diesel (On-Road Use Only) (Statewide)

CONTRACT PERIOD: November 15, 2014 – November 10, 2016

CONTACT: Elizabeth Gocs | 518-486-1821 | Elizabeth.Gocs@ogs.ny.gov

CONTRACT NO.:

CONTRACTOR:

PC66700	Adirondack Energy Products, Inc.
PC66701	Goetz Energy Corp.
PC66702	Global Montello Group Corp.
PC66703	Heritagenergy, Inc.
PC66704	Main Brothers Oil Co., Inc. d/b/a Main Care Energy
PC66705	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
PC66707	Sprague Operating Resources LLC
PC66708	Superior Plus Energy Services, Inc. d/b/a Griffith Energy

The weekly pricing dated 3/06/15 for Award 22781, Diesel Fuel, Ultra-low Sulfur and Bio-diesel (On-road Use Only) contained an error in the Long Island low price for ultra-low sulfur diesel 2D. The correct cents per gallon price is 214.70.

This price was corrected, and the revised price list for 3/06/15 will be posted to the NYS OGS website at <http://www.ogs.ny.gov/purchase/FuelsPricingDefault.htm>.

All other terms and conditions remain the same.



Contract Award Notification Update

Subject: Contract Amendment #1

DATE: February 25, 2015

AWARD #: 22781

GROUP #: 05602

AWARD DESCRIPTION: Diesel Fuel, Ultra-Low Sulfur and Bio-Diesel (On-Road Use Only) (Statewide)

CONTRACT PERIOD: November 15, 2014 – November 10, 2016

CONTACT: Elizabeth Gocs | 518-486-1821 | Elizabeth.Gocs@ogs.ny.gov

CONTRACT NO.:

CONTRACTOR:

PC66700
PC66701
PC66702
PC66703
PC66704
PC66707

Adirondack Energy Products, Inc.
Goetz Energy Corp.
Global Montello Group Corp.
Heritagenergy, Inc.
Main Brothers Oil Co., Inc. d/b/a Main Care Energy
Sprague Operating Resources LLC

Contract Amendment #1 was issued to awarded contracts to correct an error in the language of Appendix C of the base contract. The language in each awarded contract inadvertently indicated that no minority business enterprise (MBE) or women business enterprise (WBE) participation goals had been set for the contract when, in fact, goals of 10% for MBE participation and 10% for WBE participation were set in the Invitation for Bid (IFB). Contract Amendment #1 corrects this language to be consistent to the IFB.

Contract Amendment #1, containing the corrected language all contractors agreed to, will be posted with the executed base contract. All other terms and conditions remain the same.

New York State Office of General Services
Procurement Services
Corning Tower Building
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Albany, New York 12242
<http://nyspro.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER:	<u>22781</u>	DATE:	January 13, 2014
GROUP:	05602 Diesel Fuel, Ultra-Low Sulfur and Bio-Diesel (On-Road Use Only) (Statewide)	PLEASE ADDRESS INQUIRIES TO:	Elizabeth Gocs Contract Management Specialist 518-486-1821 Ogs.sm.PS_CM_FleetFuelRoads@ogs.ny.gov
CONTRACT TERM:	November 15, 2014 – November 10, 2016		Customer Services Customer.Services@ogs.ny.gov 518-474-6717

SUBJECT: Corrections to Diesel Fuel Prices for 12/26/14, 1/02/15, 1/05/15, and 1/09/15

TO ALL STATE AGENCIES AND POLICIAL SUBDIVISIONS:

The pricing for diesel fuel, ultra-low sulfur and bio-diesel (on-road use only) dated 12/26/14, 1/02/15, 1/05/15, and 1/09/15 contain an error in one of the figures used for calculating the prices and the posted pricing. In the posted pricing for 12/26/14, 1/02/15, and 1/05/15, the Newark, NJ high price for Kerosene 1D was incorrect. In the posted pricing for 1/09/15, the soybean oil price was incorrect.

These prices were corrected, and the revised price lists for 12/26/14, 1/02/15, 1/05/15, and 1/09/15 will be posted to the NYS OGS website at <http://www.ogs.ny.gov/purchase/FuelsPricingDefault.htm>.

All other terms and conditions remain the same.

Office of General Services
New York State Procurement
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://nyspro.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER:	<u>22781</u>	DATE:	January 5, 2015
GROUP:	05602 Diesel Fuel, Ultra-Low Sulfur and Bio-Diesel (On-Road Use Only) (Statewide)	PLEASE ADDRESS INQUIRIES TO:	Elizabeth Gocs Contract Management Specialist 518-486-1821 Ogs.sm.PS_CM_FleetFuelRoads@ogs.ny.gov
CONTRACT TERM:	November 15, 2014 – November 10, 2016		Customer Services Customer.Services@ogs.ny.gov 518-474-6717
CONTRACTOR(S):	Superior Plus Energy Services, Inc. d/b/a Griffith Energy		
CONTRACT NO(S):	PT66708		
SUBJECT:	Contract Amendment		

TO ALL STATE AGENCIES AND POLICIAL SUBDIVISIONS:

An amendment has been issued to all contractors to correct an error in the language of Appendix C of the base contract. The contracts issued erroneously indicated no MBE or WBE goals had been set for the contract when in fact goals of 10% for each were set in the IFB. The amendment corrects the language consistent to the IFB. A generic amendment will be posted with the executed generic contract containing the language all contractors agreed to for this correction.

The contract for Superior Plus Energy Services, Inc. d/b/a Griffith Energy has been amended incorporating the correct Appendix C and to add the items from Monroe County to their contract effective 1/5/15. Therefore, revised pricing is being posted for Diesel Fuel, Ultra-Low Sulfur and Bio-Diesel (On-Road Use Only) dated 01/05/15 to reflect current price data for the Superior Plus Energy for Monroe County. In addition a revised Contract Award Notification is being posted to reflect the changes associated with Monroe County.

As amendments from other contractors are fully executed Purchasing Memorandums and Revised Contract Award Notifications will be issued as appropriate

All other terms and conditions remain the same.

Office of General Services
New York State Procurement
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://nyspro.ogs.ny.gov>

PURCHASING MEMORANDUM

REVISION TO DIESEL PRICE LIST

AWARD NUMBER:	<u>22781</u>	DATE:	December 4, 2014
GROUP:	05602 Diesel Fuel, Ultra-Low Sulfur and Bio-Diesel (On-Road Use Only) (Statewide)	PLEASE ADDRESS INQUIRIES TO:	Elizabeth Gocs Contract Management Specialist 518-486-1821 Ogs.sm.PS_CM_FleetFuelRoads@ogs.ny.gov
CONTRACT TERM:	November 15, 2014 – November 10, 2016		Customer Services Customer.Services@ogs.ny.gov 518-474-6717

SUBJECT: Second Revision to Diesel Fuel Prices for 11/15/14

TO ALL STATE AGENCIES AND POLICIAL SUBDIVISIONS:

The Pricing posted for Diesel Fuel, Ultra-Low Sulfur and Bio-Diesel (On-Road Use Only) dated 11/15/14 contained an error in the price data for the Syracuse low for Kerosene 1D. **The correct price is 294.3200.**

This price was corrected and the revised price list for 11/15/14 will be posted to the NYS OGS website at <http://www.ogs.ny.gov/purchase/FuelsPricingDefault.htm>.

All other terms and conditions remain the same.

Office of General Services
New York State Procurement
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://nyspro.ogs.ny.gov>

PURCHASING MEMORANDUM

AWARD NUMBER:	<u>22781</u>	DATE:	November 29, 2014
GROUP:	05602 Diesel Fuel, Ultra-Low Sulfur and Bio-Diesel (On-Road Use Only) (Statewide)	PLEASE ADDRESS INQUIRIES TO:	Elizabeth Gocs Contract Management Specialist 518-486-1821 Ogs.sm.PS_CM_FleetFuelRoads@ogs.ny.gov
CONTRACT TERM:	November 15, 2014 – November 10, 2016		Customer Services Customer.Services@ogs.ny.gov 518-474-6717

SUBJECT: Corrections to Diesel Fuel Prices for 11/21/14 and 11/28/14

TO ALL STATE AGENCIES AND POLICIAL SUBDIVISIONS:

The Pricing for Diesel Fuel, Ultra-Low Sulfur and Bio-Diesel (On-Road Use Only) dated 11/21/14 and 11/28/14 contain some errors in some of the amounts used for calculating the prices and the posted pricing. In the posted pricing for 11/21/14, the Newburgh high price for ULS Diesel was incorrect. In the posted pricing for 11/28/14, the Syracuse low price for ULS Diesel and the Albany low price for Kerosene were incorrect.

These prices were corrected and the revised price lists for 11/21/14 and 11/28/14 will be posted to the NYS OGS website at <http://www.ogs.ny.gov/purchase/FuelsPricingDefault.htm>.

All other terms and conditions remain the same.

Office of General Services
New York State Procurement
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://nyspro.ogs.ny.gov>

PURCHASING MEMORANDUM

PURCHASING MEMORANDUM

AWARD NUMBER:	<u>22781</u>	DATE:	November 20, 2014
GROUP:	05602 Diesel Fuel, Ultra-Low Sulfur and Bio-Diesel (On-Road Use Only) (Statewide)	PLEASE ADDRESS INQUIRIES TO:	Elizabeth Gocs Contract Management Specialist 518-486-1821 Ogs.sm.PS_CM_FleetFuelRoads@ogs.ny.gov
CONTRACT TERM:	November 15, 2014 – November 10, 2016		Customer Services Customer.Services@ogs.ny.gov 518-474-6717

SUBJECT: Corrections to Diesel Fuel Prices for 11/15/14 and OGS Contact Update

TO ALL STATE AGENCIES AND POLICIAL SUBDIVISIONS:

The Pricing for Diesel Fuel, Ultra-Low Sulfur and Bio-Diesel (On-Road Use Only) dated 11/15/14, contains some errors in some of the figures used for calculating the prices and the posted pricing. The Syracuse high diesel price, the Utica kerosene price, the soybean price, and the base formula for Kerosene from Newburgh, NY were incorrect. These figures were corrected and the revised price list for 11/15/14 is being posted to the NYS OGS website at; <http://www.ogs.ny.gov/purchase/FuelsPricingDefault.htm>

Please note that the Contact person to address inquiries has changed to Elizabeth Gocs as listed above.

All other terms and conditions remain the same.

State of New York Executive Department
Office Of General Services
NYS Procurement
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
<http://nyspro.ogs.ny.gov>

CONTRACT AWARD NOTIFICATION

Title	:	Group 05602 Diesel Fuel, Ultra-Low Sulfur and Bio-Diesel (On-Road Use Only)(Statewide) Classification Code(s): 15
Award Number	:	<u>22781</u> (Replaces Award 22684)
Contract Period	:	November 15, 2014 – November 10, 2016
Bid Opening Date	:	June 26, 2014
Date of Issue	:	November 14, 2014
Specification Reference	:	As Incorporated Herein
Contractor Information	:	Appears on Pages 2-3 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Stephanie Laffin Title : Contract Management Specialist Phone : 518-473-9440 Fax : 518-486-6867 E-mail : Stephanie.Laffin@ogs.ny.gov	NYS Procurement (NYSPro) Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

Description

The purpose of this Award is to provide Authorized Users with a means of acquiring various types of Ultra Low Sulfur Diesel Fuel (ULSD) for on-road use only. The product shall be Contractor furnished, delivered and unloaded as specified herein. The pricing included in this document is the pricing bid by the contractors. For current pricing please go to the Pricing Information link on the Award page.

For links to the current Prices, Contractor contact information and Contract Terms and For links to the current Prices, Contractor contact information and Contract Terms and Conditions for this Award, please see the Contractor Information page located on the <http://www.ogs.ny.gov/purchase/spg/awards/0560222781can.htm>

PC 66700	ADIRONDACK ENERGY PRODUCTS, INC. 17 JUNCTION ROAD MALONE, NY 12953-0355 Fed ID #: 141719550 NYS Vendor ID #: 1000007084	Sean Burke 518-483-3835 FAX – 518-483-2005 E-mail: sean@adirondackenergy.com Web Site: www.adirondackenergy.com
PC66701	GOETZ ENERGY CORP. 78 Sawyer Avenue Tonawanda, NY 14150 Fed ID #: 16-0450990 NYS Vendor ID #: 1000007438	Barbara C. Jackson 716-824-1298 Fax No.: 716-824-1278 E-Mail: BJackson@goetzenergy.com
PC 66702	GLOBAL MONTELLO GROUP CORP. 800 SOUTH ST. WALTHAM, MA 02454 Fed ID #: 043443028 NYS Vendor ID #: 1100005467 Guarantee Delivery – 2 days A/R/O Emergency Delivery – Same Dayh	Bids Group (Christina Fortin, Katie Doherty, Mike Smith) 781-398-4003 FAX NO.: 781-398-9213 E-mail: BIDS@GLOBALP.com Web Site: www.globalp.com
PC66703	HERITAGENERGY INC. PO BOX 797 LAKE KATRINE, NY 12449 Fed ID #: 141463572 NYS Vendor ID #: 1000051453 Guarantee Delivery – 48 hrs. Emergency Delivery – 24 hrs.	Anne Larkin-Ede 800-451-3835 845-336-2000 Ext. 3306 FAX NO.: 845-336-7410 E-mail: aede@heritagenery.com
PC66704	MAIN BROTHERS OIL CO., INC. D/B/A MAIN CARE ENERGY 1 BOOTH LANE ALBANY, NY 12211 Fed ID #: 146024844 NYS Vendor ID #: 1000007301	David Borger 518-438-7856 FAX NO.: 518-438-5991 E-mail: dborger@maincareenergy.com Web Site: www.maincareenergy.com

OGS CONTRACT NUMBER	CONTRACTOR & ADDRESS	CONTACT INFORMATION
PC66705	MIRABITO HOLDINGS, INC. D/B/A MIRABITO ENERGY PRODUCTS THE METROCENTER PO BOX 5306 49 COURT STREET BINGHAMTON, NY 13902 Fed ID #: 150552668 NYS Vendor ID #: 1000007358 Emergency Delivery – 12 – 24 hrs.	Joseph DEsti 607-352-2958 FAX NO.: 607-584-5133 E-mail: joseph.desti@mirabito.com Web Site: www.mirabito.com
PC66707	SPRAGUE OPERATING RESOURCES LLC 185 INTERNATIONAL DRIVE PORTSMOUTH, NH 03801 Fed ID #: 020415440 NYS Vendor ID #: 1000005203 Guarantee Delivery – 48 hrs. Emergency Delivery – 24 hrs	Customer Service 800-880-6037 FAX NOS.: 914-517-2640 E-mail: customercare@spragueenergy.com Web Site: www.spragueenergy.com
PC66708	SUPERIOR PLUS ENERGY SERVICES, INC. D/B/A GRIFFITH ENERGY 1870 WINTON ROAD SOUTH ROCHESTER, NY 14618 Fed ID #: 160736353 NYS Vendor ID #: 1000007474	Paul Tandlmayer 800-724-2552 FAX NO.: 877-776-9358 E-mail: ptandlmayer@griffithenergy.com Web Site: www.griffithenergy.com

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Contract Billings and Payments" in this document.)

AGENCIES SHOULD NOTIFY NYSPRO PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO NYS PROCUREMENT.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

AWARDS BY COUNTY

The pricing included in this section is the original pricing bid by the contractors. For current pricing please go to the Pricing Information link on the Award page.

County	Item No.	Fuel Grade	Fuel Requirements	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount	Contractor
Albany	1	Diesel Regular	618,165	3.2204	3.5693	0.0202	Heritagenergy
Albany	2	Diesel Premium	542,687	3.2404	3.5693	0.0202	Heritagenergy
Albany	3	ULSD 2D BIO (B5)	327,445	3.3839	3.7552	0.0000	Main Care
Allegany	4	Diesel Regular	168,200	3.4795	3.8881	0.1000	Superior Plus
Allegany	5	Diesel Premium	26,000	3.5095	3.8881	0.1000	Superior Plus
Allegany	6	ULSD 2D BIO (B5)	112,368	3.5433	4.0481	0.1000	Superior Plus
Bronx	7	ULSD 2D BIO (B5)	14,000	3.6430	3.9254	0.0000	Sprague
Broome	8	Diesel Regular	810,030	3.4392	3.4778	0.1408	Mirabito
Broome	9	Diesel Premium	873,770	3.4313	3.4878	0.1408	Mirabito
Broome	10	ULSD 2D BIO (B5)	238,375	3.8093	3.8128	0.4558	Mirabito
Cattaraugus	11	Diesel Regular	361,300	3.5245	3.8031	0.0800	Superior Plus
Cattaraugus	12	Diesel Premium	27,500	3.5545	3.8031	0.0800	Superior Plus
Cattaraugus	13	ULSD 2D BIO (B5)	171,672	3.5433	4.0481	0.0800	Superior Plus
Cayuga	14	Diesel Regular	53,250	3.4040	3.6675	0.0900	Superior Plus
Cayuga	15	Diesel Premium	13,000	3.4340	3.6675	0.0900	Superior Plus
Cayuga	16	ULSD 2D BIO (B5)	89,164	3.8989	3.9024	0.5454	Mirabito
Chautauqua	17	Diesel Regular	600,900	3.5095	3.8031	0.0800	Superior Plus
Chautauqua	18	Diesel Premium	110,000	3.5395	3.8031	0.0800	Superior Plus
Chautauqua	19	ULSD 2D BIO (B5)	238,324	3.5433	3.9581	0.0800	Superior Plus
Chemung	21	Diesel Premium	101,000	3.4440	3.7175	0.1000	Superior Plus
Chemung	22	ULSD 2D BIO (B5)	47,285	3.7476	3.7675	0.1000	Superior Plus
Chenango	23	Diesel Regular	163,050	3.5713	3.6087	0.2578	Mirabito
Chenango	24	ULSD 2D BIO (B5)	135,633	3.8758	3.8797	0.5288	Mirabito
Clinton	25	Diesel Regular	171,650	3.4168	3.5252	0.0700	Superior Plus
Clinton	26	ULSD 2D BIO (B5)	136,467	3.9932	3.7992	0.0000	Adirondack
Clinton	27	ULSD 2D BIO (B10)	5,000	4.0432	3.7992	0.0000	Adirondack

County	Item No.	Fuel Grade	Fuel Requirements	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount	Contractor
Columbia	28	Diesel Regular	65,175	3.2192	3.6077	0.0202	Heritagenergy
Columbia	29	Diesel Premium	32,000	3.2617	3.6077	0.0202	Heritagenergy
Columbia	30	ULSD 2D BIO (B5)	103,318	3.5201	3.8629	0.0000	Main Care
Cortland	31	Diesel Regular	35,000	3.3990	3.6575	0.0700	Superior Plus
Cortland	32	Diesel Premium	500	3.4290	3.6575	0.0700	Superior Plus
Cortland	33	ULSD 2D BIO (B5)	89,738	3.8713	3.9179	0.5224	Mirabito
Delaware	34	Diesel Regular	221,250	3.4985	3.5320	0.3255	Mirabito
Delaware	35	ULSD 2D BIO (B5)	141,494	3.7688	3.7926	0.5858	Mirabito
Delaware	36	ULSD 2D BIO (B20)	10,000	3.8472	3.9008	0.5858	Mirabito
Dutchess	37	Diesel Regular	293,408	3.2204	3.6518	0.0202	Heritagenergy
Dutchess	38	Diesel Premium	818,613	3.2429	3.6518	0.0202	Heritagenergy
Dutchess	39	ULSD 2D BIO (B5)	263,128	3.9239	3.9754	0.6500	Mirabito
Dutchess	40	ULSD 2D BIO (B20)	123,000	4.0018	4.0367	0.6500	Mirabito
Erie	41	Diesel Regular	959,273	3.3165	3.8772	0.0000	Goetz
Erie	42	Diesel Premium	314,300	3.3240	3.8772	0.0000	Goetz
Erie	43	ULSD 2D BIO (B5)	475,922	3.3417	3.8772	0.0000	Goetz
Erie	44	ULSD 2D BIO (B20)	9,500	3.3229	3.8772	0.0000	Goetz
Essex	45	Diesel Regular	381,283	3.4412	3.5852	0.0900	Superior Plus
Essex	46	Diesel Premium	15,000	3.4718	3.5852	0.0900	Superior Plus
Essex	47	ULSD 2D BIO (B5)	17,813	4.1932	3.8492	0.0000	Adirondack
Franklin	48	Diesel Regular	125,000	3.5482	3.5932	0.0000	Adirondack
Franklin	49	ULSD 2D BIO (B5)	128,698	3.9632	3.7992	0.0000	Adirondack
Fulton	50	Diesel Regular	16,000	3.3114	3.7281	0.0200	Global Montello
Fulton	51	Diesel Premium	150,000	3.3364	3.7281	0.0200	Global Montello
Fulton	52	ULSD 2D BIO (B5)	48,157	3.5139	3.7552	0.0000	Main Care
Genesee	53	Diesel Regular	65,000	3.3453	3.9060	0.0000	Goetz
Genesee	54	ULSD 2D BIO (B5)	47,228	3.4317	3.9060	0.0000	Goetz
Greene	55	Diesel Regular	36,900	3.2592	3.6077	0.0202	Heritagenergy
Greene	56	ULSD 2D BIO (B5)	123,230	3.5202	3.8629	0.0000	Main Care

County	Item No.	Fuel Grade	Fuel Requirements	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount	Contractor
Hamilton	57	Diesel Regular	168,412	3.3920	3.7052	0.0000	Main Care
Hamilton	58	ULSD 2D BIO (B5)	29,468	3.5489	3.7552	0.0000	Main Care
Herkimer	59	Diesel Regular	105,000	3.2975	3.3255	0.1425	Mirabito
Herkimer	60	Diesel Premium	144,000	3.3153	3.3356	0.1425	Mirabito
Herkimer	61	ULSD 2D BIO (B5)	73,221	3.4752	3.6450	0.0000	Superior Plus
Jefferson	62	Diesel Regular	403,550	3.2651	3.5550	0.0800	Superior Plus
Jefferson	63	Diesel Premium	67,000	3.2951	3.5550	0.0800	Superior Plus
Jefferson	64	ULSD 2D BIO (B5)	221,001	3.8229	3.8850	0.6545	Mirabito
Kings	65	Diesel Regular	21,000	3.5878	3.8773	0.0000	Sprague
Lewis	66	Diesel Regular	245,750	3.2676	3.6050	0.0700	Superior Plus
Lewis	67	ULSD 2D BIO (B5)	30,724	3.8733	3.8935	0.6422	Mirabito
Livingston	68	Diesel Regular	246,100	3.4587	3.4587	0.1092	Mirabito
Livingston	69	Diesel Premium	9,000	3.4587	3.4587	0.0492	Mirabito
Livingston	70	ULSD 2D BIO (B5)	74,152	3.4587	3.4587	0.0492	Mirabito
Madison	71	Diesel Regular	194,157	3.4429	3.4899	0.1444	Mirabito
Madison	72	Diesel Premium	4,953	3.3940	3.7175	0.0550	Superior Plus
Madison	73	ULSD 2D BIO (B5)	41,231	3.8809	3.8909	0.5454	Mirabito
Monroe	74	Diesel Regular	1,283,000	3.4587	3.5117	0.1227	Mirabito
Monroe	75	Diesel Premium	2,228,900	3.4587	3.5077	0.1187	Mirabito
Monroe	76	ULSD 2D BIO (B5)	294,606	3.4587	3.4587	0.0492	Mirabito
Montgomery	77	Diesel Regular	222,700	3.3014	3.7081	0.0200	Global Montello
Montgomery	78	Diesel Premium	39,000	3.3214	3.7081	0.0200	Global Montello
Montgomery	79	ULSD 2D BIO (B5)	87,564	3.5139	3.7552	0.0000	Main Care
Nassau	80	Diesel Regular	1,083,592	3.2595	3.2790	0.0200	Global Montello
Nassau	81	Diesel Premium	508,758	3.2770	3.2790	0.0200	Global Montello
Nassau	82	ULSD 2D BIO (B5)	342,048	3.3807	3.6733	0.0000	Sprague
New York	83	ULSD 2D BIO (B5)	60,000	3.4912	3.7736	0.0000	Sprague

County	Item No.	Fuel Grade	Fuel Requirements	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount	Contractor
Niagara	84	Diesel Regular	232,900	3.3165	3.8772	0.0000	Goetz
Niagara	85	Diesel Premium	204,100	3.3240	3.8772	0.0000	Goetz
Niagara	86	ULSD 2D BIO (B5)	83,395	3.3417	3.8772	0.0000	Goetz
Niagara	87	ULSD 2D BIO (B20)	9,000	3.3229	3.8772	0.0000	Goetz
Oneida	88	Diesel Regular	1,176,177	3.2820	3.3238	0.1488	Mirabito
Oneida	89	Diesel Premium	78,500	3.3638	3.3638	0.1888	Mirabito
Oneida	90	ULSD 2D BIO (B5)	308,236	3.4752	3.6350	0.0550	Superior Plus
Oneida	91	ULSD 2D BIO (B20)	10,000	3.7366	3.7366	0.5288	Mirabito
Onondaga	92	Diesel Regular	304,325	3.4284	3.4673	0.1355	Mirabito
Onondaga	93	Diesel Premium	35,750	3.3840	3.6375	0.0550	Superior Plus
Onondaga	94	ULSD 2D BIO (B5)	322,139	3.8953	3.8953	0.5444	Mirabito
Ontario	95	Diesel Regular	282,600	3.4437	3.7981	0.0800	Superior Plus
Ontario	96	Diesel Premium	684,000	3.4737	3.7981	0.0800	Superior Plus
Ontario	97	ULSD 2D BIO (B5)	45,362	3.5233	3.9881	0.0800	Superior Plus
Orange	98	Diesel Regular	765,733	3.2204	3.6077	0.0202	Heritagenergy
Orange	99	Diesel Premium	436,750	3.2404	3.6077	0.0202	Heritagenergy
Orange	100	ULSD 2D BIO (B5)	86,542	3.8573	3.8813	0.5454	Mirabito
Orleans	101	Diesel Regular	87,700	3.3333	3.8940	0.0000	Goetz
Orleans	102	Diesel Premium	6,500	3.3408	3.8940	0.0000	Goetz
Orleans	103	ULSD 2D BIO (B5)	30,886	3.3585	3.8940	0.0000	Goetz
Oswego	104	Diesel Regular	473,900	3.2599	3.2953	0.1255	Mirabito
Oswego	105	Diesel Premium	58,500	3.3526	3.3821	0.1555	Mirabito
Oswego	106	ULSD 2D BIO (B5)	79,182	3.7430	3.7534	0.5454	Mirabito
Oswego	107	ULSD 2D BIO (B20)	5,000	3.7969	3.7969	0.5454	Mirabito
Otsego	108	Diesel Regular	42,000	3.4584	3.4678	0.2828	Mirabito
Otsego	109	ULSD 2D BIO (B5)	175,092	3.7190	3.7234	0.5454	Mirabito
Putnam	110	Diesel Regular	35,000	3.2620	3.6819	0.0202	Heritagenergy
Putnam	111	Diesel Premium	126,000	3.2810	3.6819	0.0202	Heritagenergy
Putnam	112	ULSD 2D BIO (B5)	161,706	3.3589	3.8174	0.0000	Sprague
Queens	113	Diesel Regular	22,000	3.4439	3.7344	0.0000	Sprague
Queens	114	ULSD 2D BIO (B20)	200,000	3.4032	3.7088	0.0000	Sprague

County	Item No.	Fuel Grade	Fuel Requirements	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount	Contractor
Rensselaer	115	Diesel Regular	306,200	3.3314	3.3580	0.1545	Mirabito
Rensselaer	116	Diesel Premium	33,000	3.2577	3.5693	0.0202	Heritagenergy
Rensselaer	117	ULSD 2D BIO (B5)	84,786	3.3839	3.7552	0.0000	Main Care
Rockland	118	Diesel Regular	250,125	3.2441	3.6077	0.0202	Heritagenergy
Rockland	119	Diesel Premium	401,010	3.2577	3.6077	0.0202	Heritagenergy
Rockland	120	ULSD 2D BIO (B5)	218,073	3.3865	3.8451	0.0000	Sprague
Rockland	121	ULSD 2D BIO (B20)	25,000	3.3616	3.8191	0.0000	Sprague
St Lawrence	122	Diesel Regular	253,100	3.4271	3.5552	0.0700	Superior Plus
St Lawrence	123	Diesel Premium	13,500	3.4571	3.5552	0.0700	Superior Plus
St Lawrence	124	ULSD 2D BIO (B5)	197,633	3.9922	3.7922	0.0000	Adirondack
St Lawrence	125	ULSD 2D BIO (B10)	8,000	4.0732	3.8022	0.0000	Adirondack
St Lawrence	126	ULSD 2D BIO (B20)	17,000	4.1232	3.8522	0.0000	Adirondack
Saratoga	127	Diesel Regular	551,400	3.3627	3.3939	0.1888	Mirabito
Saratoga	128	Diesel Premium	175,000	3.3938	3.4215	0.2154	Mirabito
Saratoga	129	ULSD 2D BIO (B5)	161,580	3.4639	3.7552	0.0000	Main Care
Schenectady	130	Diesel Regular	743,024	3.2412	3.5563	0.0202	Heritagenergy
Schenectady	131	ULSD 2D BIO (B5)	73,042	3.3839	3.7552	0.0000	Main Care
Schoharie	132	Diesel Regular	27,000	3.4678	3.4678	0.2828	Mirabito
Schoharie	133	Diesel Premium	1,000	3.3870	3.7192	0.0000	Main Care
Schoharie	134	ULSD 2D BIO (B5)	59,529	3.5139	3.7552	0.0000	Main Care
Schoharie	135	ULSD 2D BIO (B20)	8,000	3.5195	3.7552	0.0000	Main Care
Schuyler	136	Diesel Regular	98,075	3.4640	3.8175	0.0500	Superior Plus
Schuyler	137	ULSD 2D BIO (B5)	26,333	3.6776	4.0175	0.0500	Superior Plus
Seneca	138	Diesel Regular	199,000	3.3940	3.7175	0.0800	Superior Plus
Seneca	139	Diesel Premium	65,000	3.4240	3.7175	0.0800	Superior Plus
Seneca	140	ULSD 2D BIO (B5)	35,997	3.8176	4.2175	0.0800	Superior Plus
Steuben	141	Diesel Regular	1,103,900	3.4640	3.7975	0.0800	Superior Plus
Steuben	142	Diesel Premium	52,500	3.4940	3.7975	0.0800	Superior Plus
Steuben	143	ULSD 2D BIO (B5)	186,126	3.7076	4.0575	0.0800	Superior Plus

County	Item No.	Fuel Grade	Fuel Requirements	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount	Contractor
Suffolk	144	Diesel Regular	251,169	3.2595	3.2790	0.0200	Global Montello
Suffolk	145	Diesel Premium	3,320,531	3.2770	3.2790	0.0200	Global Montello
Suffolk	146	ULSD 2D BIO (B5)	1,317,960	3.3148	3.6094	0.0000	Sprague
Suffolk	147	ULSD 2D BIO (B20)	20,000	3.2985	3.6034	0.0000	Sprague
Sullivan	148	Diesel Regular	93,086	3.1953	3.6077	0.0202	Heritagenergy
Sullivan	149	Diesel Premium	334,100	3.2328	3.6077	0.0202	Heritagenergy
Sullivan	150	ULSD 2D BIO (B5)	70,698	3.6026	3.8629	0.0000	Main Care
Tioga	151	Diesel Regular	301,087	3.5140	3.7675	0.1200	Superior Plus
Tioga	152	ULSD 2D BIO (B5)	56,552	3.7176	4.0275	0.1200	Superior Plus
Tompkins	153	Diesel Regular	347,500	3.3940	3.7175	0.0750	Superior Plus
Tompkins	154	Diesel Premium	51,000	3.4240	3.7175	0.0750	Superior Plus
Tompkins	155	ULSD 2D BIO (B5)	40,636	3.7176	4.0275	0.0750	Superior Plus
Tompkins	156	ULSD 2D BIO (B20)	21,000	3.9674	3.9674	0.5454	Mirabito
Tompkins	157	ULSD 2D BIO (B10)	21,000	3.9674	3.9674	0.5454	Mirabito
Ulster	158	Diesel Regular	668,645	3.1953	3.6077	0.0202	Heritagenergy
Ulster	159	Diesel Premium	257,496	3.2328	3.6077	0.0202	Heritagenergy
Ulster	160	ULSD 2D BIO (B5)	125,465	3.6026	3.8629	0.0000	Main Care
Warren	161	Diesel Regular	188,900	3.3539	3.7656	0.0200	Global Montello
Warren	162	Diesel Premium	487,000	3.3689	3.7656	0.0200	Global Montello
Warren	163	ULSD 2D BIO (B5)	89,486	3.5139	3.7552	0.0000	Main Care
Washington	164	Diesel Regular	456,600	3.3430	3.7052	0.0000	Main Care
Washington	165	Diesel Premium	68,800	3.3569	3.7192	0.0000	Main Care
Washington	166	ULSD 2D BIO (B5)	51,869	3.4639	3.7552	0.0000	Main Care
Wayne	167	Diesel Regular	277,200	3.4637	3.7981	0.0900	Superior Plus
Wayne	168	Diesel Premium	466,019	3.4937	3.7981	0.0900	Superior Plus
Wayne	169	ULSD 2D BIO (B5)	48,549	3.5233	3.9881	0.0900	Superior Plus
Westchester	170	Diesel Regular	1,477,752	3.2426	3.6881	0.0200	Global Montello
Westchester	171	Diesel Premium	1,006,000	3.2751	3.6881	0.0200	Global Montello
Westchester	172	ULSD 2D BIO (B5)	474,943	3.3971	3.8595	0.0000	Sprague
Westchester	173	ULSD 2D BIO (B20)	36,000	3.4185	3.8870	0.0000	Sprague
Westchester	174	ULSD 2D BIO (B10)	2,500	3.4112	3.8920	0.0000	Sprague

County	Item No.	Fuel Grade	Fuel Requirements	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount	Contractor
Wyoming	175	Diesel Regular	25,000	3.4637	3.8181	0.0800	Superior Plus
Wyoming	176	ULSD 2D BIO (B5)	90,143	3.5233	3.9881	0.0800	Superior Plus
Yates	177	Diesel Regular	100,000	3.4140	3.7675	0.0500	Superior Plus
Yates	178	ULSD 2D BIO (B5)	31,043	3.7376	4.0675	0.0500	Superior Plus

EMERGENCY DELIVERY PROVISION: In the event of, and for the duration or, any state of emergency or disaster declared by the Governor, the contractor for any county in which the emergency or disaster is officially declared shall be prepared to provide continuous twenty-four hour service as directed by the State. For the purpose of maintaining necessary communications and services, the bidder shall designate, in the space provided below, a primary and, if available, a secondary contact person or title. The contractor guarantees that the persons so designated will be available throughout the emergency.

EMERGENCY CONTACTS

<u>County</u>	<u>Terminal Address</u>	<u>Contact Person</u>	<u>Title</u>	<u>Phone Number(s)</u>
Adirondack				
Franklin	17 Junction Rd, Malone NY	Sean Burke	Manager	518-483-3835
St. Lawrence	17 Junction Rd, Malone NY	Sean Burke	Manager	518-483-3835
Clinton	25 Monroe Way, Plattsburgh, NY	Sean Burke	Manager	518-483-3835
Essex	25 Monroe Way, Plattsburgh, NY	Sean Burke	Manager	518-483-3835

Global Montello				
All Counties On Bid		Curtis LeColst	Dispatch Manager	1-800-826-5686
All Counties On Bid		Dispatch Personnel		1-800-826-5686

Goetz				
Erie	87 Sawyer Ave., Tonawanda, NY 14150	Leo Figini / Barb Jackson	Dispatcher/Manager	716-824-1298 / 716-876-4324
Niagara	87 Sawyer Ave., Tonawanda, NY 14150	Leo Figini / Barb Jackson	Dispatcher/Manager	716-824-1298 / 716-876-4324
Genesee	87 Sawyer Ave., Tonawanda, NY 14150	Leo Figini / Barb Jackson	Dispatcher/Manager	716-824-1298 / 716-876-4324
Orleans	87 Sawyer Ave., Tonawanda, NY 14150	Leo Figini / Barb Jackson	Dispatcher/Manager	716-824-1298 / 716-876-4324

Heritagenergy				
Albany	25 Delaware Avenue, Kingston, NY 12401	Patrick Garraghan	Chief Financial Officer	845-336-2000
Columbia	25 Delaware Avenue, Kingston, NY 12401	Patrick Garraghan	Chief Financial Officer	845-336-2000
Dutchess	25 Delaware Avenue, Kingston, NY 12401	Patrick Garraghan	Chief Financial Officer	845-336-2000
Greene	25 Delaware Avenue, Kingston, NY 12401	Patrick Garraghan	Chief Financial Officer	845-336-2000
Orange	25 Delaware Avenue, Kingston, NY 12401	Patrick Garraghan	Chief Financial Officer	845-336-2000
Putnam	25 Delaware Avenue, Kingston, NY 12401	Patrick Garraghan	Chief Financial Officer	845-336-2000
Rensselaer	25 Delaware Avenue, Kingston, NY 12401	Patrick Garraghan	Chief Financial Officer	845-336-2000
Rockland	25 Delaware Avenue, Kingston, NY 12401	Patrick Garraghan	Chief Financial Officer	845-336-2000
Schenectady	25 Delaware Avenue, Kingston, NY 12401	Patrick Garraghan	Chief Financial Officer	845-336-2000
Sullivan	25 Delaware Avenue, Kingston, NY 12401	Patrick Garraghan	Chief Financial Officer	845-336-2000
Ulster	25 Delaware Avenue, Kingston, NY 12401	Patrick Garraghan	Chief Financial Officer	845-336-2000

Main Care

Albany	1 Booth La., Albany, NY 12211	David Borger	Operations Manager	518-438-7856
Columbia	1 Booth La., Albany, NY 12211	David Borger	Operations Manager	518-438-7856
Rensselaer	1 Booth La., Albany, NY 12211	David Borger	Operations Manager	518-438-7856
Saratoga	1 Booth La., Albany, NY 12211	David Borger	Operations Manager	518-438-7856
Schenectady	1 Booth La., Albany, NY 12211	David Borger	Operations Manager	518-438-7856
Schoharie	1 Booth La., Albany, NY 12211	David Borger	Operations Manager	518-438-7856
Sullivan	1 Booth La., Albany, NY 12211	David Borger	Operations Manager	518-438-7856
Ulster	1 Booth La., Albany, NY 12211	David Borger	Operations Manager	518-438-7856
Warren	1 Booth La., Albany, NY 12211	David Borger	Operations Manager	518-438-7856
Washington	1 Booth La., Albany, NY 12211	David Borger	Operations Manager	518-438-7856

Mirabito

Broome		Vince Rafferty	Branch Manager	607-237-5409
Cayuga		Laurie Spring	Branch Manager	315-732-2107
Chenango		Earl Renwick	Branch Manager	607-334-3810
Cortland		Vince Rafferty	Branch Manager	607-237-5409
Delaware		Steve Tacey	Branch Manager	518-765-9334
Dutchess		Ralph Mills	Branch Manager	845-742-6750
Herkimer		Laurie Spring	Branch Manager	315-732-2107
Jefferson		Laurie Spring	Branch Manager	315-732-2107
Lewis		Laurie Spring	Branch Manager	315-732-2107
Livingston		Laurie Spring	Branch Manager	315-732-2107
Madison		Dan Fitzgerald	Branch Manager	315-466-7514
Monroe		Laurie Spring	Branch Manager	315-732-2107
Oneida		Laurie Spring	Branch Manager	315-732-2107
Onondaga		Dan Fitzgerald	Branch Manager	315-466-7514
Orange		Ralph Mills	Branch Manager	845-742-6750
Oswego		Laurie Spring	Branch Manager	315-732-2107
Otsego		Steve Tacey	Branch Manager	518-765-9334
Rensselaer		Steve Tacey	Branch Manager	518-765-9334
Saratoga		Steve Tacey	Branch Manager	518-765-9334
Schoharie		Steve Tacey	Branch Manager	518-765-9334
Tompkins		Vince Rafferty	Branch Manager	607-237-5409

Sprague

All Awarded	One Bay Boulevard, Lawrence, NY	Burr J. Mosher III	Director	914-328-6726
All Awarded	One Bay Boulevard, Lawrence, NY	Barry V. Panicola	Director	516-622-7091

Superior Plus

All	Central Dispatch	Central Dispatch		1-800-955-5992
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REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group prior to effectuation.

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

NOTE TO CONTRACTOR:

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY:

Contractor is encouraged to maintain up-to-date Questionnaire during the life of the contract and is also required to ensure this Questionnaire reflects any substantive issues that may have occurred from the time the Contract was initially awarded.

CONTRACT BILLINGS AND PAYMENTS:

- a) Billings. Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer. Submission of an invoice and payment thereof shall not preclude the Commissioner from requesting reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Commissioner and in a media commercially available from the Contractor. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

- b) Payment of Contract purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment. The Authorized User and Contractor agree that payments for invoices submitted by the Contractor 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 payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at <http://www.osc.state.ny.us/epay/index.htm> or by e-mail at epayments@osc.state.ny.us. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above. Inquiries relating to OSC's Electronic Payments program should be directed to:

NYS Office of the State Comptroller
Vendor Management Unit
110 State Street Mail Drop 10-4
Albany, NY 12236
Telephone: (855) 233-8363
E-Mail: helpdesk@sfs.ny.gov

- c) Payment of Contract purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment. The Authorized User and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

NEW ACCOUNTS

Contractor may ask State agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State contracts, agency code, name, address, and contact person. Authorized Users shall not be required to provide credit references.

MINIMUM ORDER SIZE

Minimum delivery shall be not less than 250 gallons to each tank at each delivery location (site) as determined by the delivery schedule.

Purchases of less than the minimum order size qualify for contract pricing at Contractor's discretion, including tank top-offs for tank testing. However, in no case shall pricing exceed Contractor's normal retail pricing for purchase of less than 250 gallons, regardless of delivery circumstances.

DELIVERY

After receipt of a purchase order from an Authorized User, delivery shall be expressed by Contractor in number of calendar days required to make delivery. Product is required as soon as possible. Delivery shall be made in accordance with instructions on the Purchase Order from each Authorized User. If there is a discrepancy between the Purchase Order and what is listed on the Contract, it is the Contractor's obligation to seek clarification from the ordering Authorized User and, if applicable, from OGS, NYS Procurement. Upon mutual agreement, delivery locations may be expanded per the Extension of Use clause.

SHIPPING CHARGES

Prices for all Items include all customs duties and charges for delivery, and are net FOB destination for delivery to any location designated by the Authorized User within a given County in New York State. In addition, upon mutual agreement, delivery locations may be expanded per the Extension of Use clause.

EXTENSION OF USE

Any Contract referenced in this Award may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant Contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

INVOICES

In billing for winter mixes, invoices will include current Contract price for each grade, type mixture furnished and computation of total price.

EXAMPLE - Delivery of 4000 gallons of 2D/1D winter mix at a 1/1 ratio:

$$\begin{array}{l} 2,000 \text{ gals.} \times \text{Adjusted 2D price} = \text{total cost of 2D product} \\ + 2,000 \text{ gals.} \times \text{Adjusted 1D price} = \text{total cost of 1D product} \\ \hline \text{Invoice Total} = \text{total cost for delivery} \end{array}$$

NOTE: "If additives rather than kerosene is used to provide winter protection, the Contractor is allowed to charge market price for the additive, and as with kerosene, list the price as a separate line item on the invoice."

State of New York
Office of General Services
PROCUREMENT SERVICES GROUP
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ Contractor: _____

Describe Product* Provided (Include Item No., if available): _____

*Note: "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

(over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

Date: _____

Phone: _____

E-mail: _____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
* * * * *

WORK SESSION #7

From: [Mike Simone](#)
To: [Pasquerello, Anne](#)
Cc: [Cimadomo, Bella](#); [Maxwell, Mary Ann](#); msimone@bestweb.net
Subject: TB Request to Dispose of Retired Vehicles
Date: Thursday, September 29, 2016 2:49:17 PM

The Highway Department is requesting authorization to dispose of the following vehicles:

Description	Hwy ID	ID Number	Acquired	Retired
2004 Chevy Silverado	Truck #1	1GCHK29194E169320	03/02/04	12/15/14
2002 Chevy Utility	Truck #4	1GBJK34142E135639	12/18/01	09/29/16

Thank you...

Staci Norton for

Michael Simone, Superintendent of Highways
Town of Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541

845.628.7474
FAX 845.628.1471

From: [Mike Simone](#)
To: [Pasquerello, Anne](#)
Cc:
Subject: Town Board Request for Employee Benefit Time Donations
Date: Friday, October 07, 2016 2:40:35 PM

Per the request of Employee #2411, 16-Employee-Benefit-Days have been donated follows:

2-Days – Employee #1500
4-Days – Employee #1503
2-Days – Employee #1366
2-Days – Employee #1507
2-Days – Employee #2997
1-Day – Employee #1765
1-Day – Employee #1699
2-Days – Employee #2996

All letters of requests to the Town Supervisor are filed in the appropriate employee files.

Staci Norton for

Michael Simone, Superintendent of Highways
Town of Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541

845.628.7474
FAX 845.628.1471

KENNETH SCHMITT
Town Supervisor

TOWN OF CARMEL
TOWN HALL

ANN SPOFFORD
Town Clerk

FRANK D. LOMBARDI
Town Councilman
Deputy Supervisor



KATHLEEN KRAUS
Receiver of Taxes

JOHN D. LUPINACCI
Town Councilman
SUZANNE MC DONOUGH
Town Councilwoman
JONATHAN SCHNEIDER
Town Councilman

60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 • Fax (845) 628-6836
www.carmelny.org

MICHAEL SIMONE
Superintendent of Highways
Tel. (845) 628-7474

MEMORANDUM

**To: Supervisor Kenneth Schmitt
Carmel Town Board Members**

Date: October 12, 2016

From: Town of Carmel Phone Committee

**RE: Accepting Proposal for the Purchase and Installation of New Phone
System for Town Hall, Police, Highway, and Recreation Departments**

On May 4, 2016, the Town Board passed a resolution authorizing request proposals for the purchase and installation of a new phone system for Carmel Town Hall, Police Department, Highway Department and Recreation Department.

The committee, along with the Town's IT consultant Glenn Sullivan sent proposals to three vendors.

Submitted Proposals are as follows:

Select Telecom, White Plains, NY:	\$60,525.00
Total Communications, Milford CT	\$59,605.14
Superior Telephone	\$58,408.76

Upon detailed review of the proposals, follow up meetings with the vendors and reference checking, the committee is respectfully requesting that the Board accept the proposal of Superior Telephone for the purchase and installation of the new system in the amount not to exceed \$58,408.76. Superior is our current carrier and although the current system is extremely antiquated, they have provided customer service and support for the past 14 years. Town Comptroller, Mary Ann Maxwell said that there are sufficient funds to cover the costs for the purchase and installation.

From: [Maxwell, Mary Ann](#)
To: [Pasquerello, Anne](#)
Cc: [Tenefrancia, Michelle](#)
Subject: Funding for new municipal phone system
Date: Tuesday, October 11, 2016 8:54:56 AM

Good morning Anne,

Yes as discussed funding is available for the new phone system. We will utilize the \$100,000 budgeted in the 2016 Contingent line. A budget revision will be proposed and processed in the Sept-Oct Budget Revisions.

Mary Ann

Mary Ann Maxwell
Town Comptroller
Town of Carmel
(845) 628-1500 ext 175
Fax (845) 628-7085
mam@ci.carmel.ny.us

SUPERIOR TELEPHONE Carmel Proposal

Description	QTY	Unit	Total
Original Town Hall Proposal 1005368 Amount			19,678.12
RGA Conf Bridge	1	1325.84	1325.84
8 port License 2 included for 16 ports total	2	422.3	844.6
			0
Pri Blade	1	1129.42	1129.42
Resource license	24	9.82	235.68
Adtran	1	747	747
installation cable	1	58.93	58.93
			0
24 Button telephones	61	289.72	17672.92
24 Button telephone with 60 Button DSS	3	511.67	1535.01
			0
Polycom Sound Sta II (Super visor Conf Room	1	903	903
Music/ Info on Hold player	1	255	255
Extended run time battery backup difference	1		1114
Town Hall Total			45,499.52

Original Highway Dept. Proposal 1005369 Amount			3881.86
24 button telephones	8	289.72	2317.76
Music On Hold	1		255
Recreation Total			6454.62

Original Recreation Proposal			3289.87
24 button telephones	8	289.72	2317.76
Difference between 8 and 16 port card	1	255.35	255.35
8 Resource Licenses	8	9.82	78.56
Music / info on hold player	1	255	255
Page Adapter	1	258.05	258.08
			6454.62

TOWN OF CARMEL
2016 PHONE SYSTEM REPLACEMENT - COST ANALYSIS

TOTAL COMMUNICATIONS MITEL		SUPERIOR NEC		SELECT TELECOM NEC	
TOWN HALL & POLICE		TOWN HALL & POLICE		TOWN HALL & POLICE	
61 phones (16 buttons) \$182.90 each	\$11,156.90	61 phones (24 buttons) \$289.72 each	\$17,672.92	61 phones (24 buttons) \$195 each	\$11,895.00
3 phones w/consoles (48 buttons) \$461.90 each	\$1,385.70	3 phones w/consoles (60 buttons) \$511.67 each	\$1,535.01	3 phones w/consoles (60 buttons) \$345 each	\$1,035.00
licenses and misc parts	\$9,920.97	licenses and misc parts	\$20,792.12		
subtotal	\$22,463.57	subtotal	\$40,000.05	subtotal	\$12,930.00
HIGHWAY		HIGHWAY		HIGHWAY	
8 phones (16 buttons) \$182.90 each	\$1,463.20	8 phones (24 buttons) \$289.72 each	\$2,317.76	8 phones (24 buttons) \$195 each	\$1,560.00
licenses and misc parts	\$2,320.29	licenses and misc parts	\$3,881.86		
subtotal	\$3,783.49	subtotal	\$6,199.62	subtotal	\$1,560.00
RECREATION		RECREATION		RECREATION	
8 phones (16 buttons) \$182.90 each	\$1,463.20	8 phones (24 buttons) \$289.72 each	\$2,317.76	8 phones (24 buttons) \$195 each	\$1,560.00
licenses and misc parts	\$2,078.49	licenses and misc parts	\$3,547.95		
		additional 8 ports	\$333.91		
subtotal	\$3,541.69	subtotal	\$6,199.62	subtotal	\$1,560.00
Additional PRI	included	Additional PRI	\$2,171.03	Additional PRI	included
Labor/Training/Project Management	\$15,840.53			one price (deducted phones)	\$41,435.00
3 yr service contract / 5 yr equipment labor for upgrades???	\$12,490.00	3 yr service contract / 5 yr equipment	included	3 yr service contract / 5 yr equipment	included
Polycom microphone & soundstation	\$648.86	Polycom microphone & soundstation	\$903.00	Polycom microphone & soundstation	\$795.00
Meet me conferencing - included	\$0.00	Conference Bridge	\$2,170.44	Conference Bridge	\$1,495.00
Message on hold for 3 locations	\$837.00	Message on hold for 3 locations	\$765.00	Message on hold for 3 locations	\$750.00
TOTAL	\$59,605.14	TOTAL	\$58,408.76	TOTAL	\$60,525.00
		ADDITIONAL REQUIRED SERVICES			
		Comcast - Installation	\$1,000.00		
		Sullivan Data - IT services	\$4,889.09		
		Insight Interaction - Police line recording	\$6,778.75		
		GRAND TOTAL	\$71,076.56		



Town of Carmel - Changes Necessary To Town Infrastructure To Accommodate New Phone System

09/29/2016 Proposal 11410

Recreation Department Internet Upgrade

1	Verizon	Fios Internet	Add Verizon Fios Internet to increase bandwidth to allow for Internet based calling. Current Bill is \$165.00 with no changes. Adding Fios will increase the bill by approximately \$112.00 / month. With the new phone system, 2 of the existing lines could be eliminated and all outbound calls could be routed through the TH PRI circuit which will be unlimited local calling. When all of these changes are taken into account, the bill will probably be in the neighborhood of \$200.00 per month.			
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Recreation Firewall Upgrade

			In order to accommodate the increased internet bandwidth, create a more stable VPN environment and add QOS (quality of service) capability to improve voice quality, we will be replacing the existing 5 year old firewall earlier than we would normally look to replace such a unit (normal 8 years).			
1	Fortinet	FWF-60E	(Total / Tunnel) 10 / 5	\$577.50	\$577.50	
1	Fortinet	FC-10-W060E-311-02-36	1 Year to 3 Year Warranty Upgrade	\$253.00	\$253.00	\$1,410.50
4	Sullivan Data	Network Install	Traffic and Setting Up Voice QOS	\$145.00	\$580.00	\$580.00
				Replace Recreation Firewall		
						\$1,990.50

Install & Certify 2 Cat 5c Cables From IT To Telco Areas Of Each Building - 6 Total

850	Hitachi	Cat5e Plenum Blue	Cat5e Blue Plenum Rated Cabling			
6	Accu-Tech	Cat5e Yellow Patch	3' 4' or 5' Cat 5e Yellow Patch Cords - Patch Panel To Switch End Of Each Connection	\$0.21	\$175.00	
6	Accu-Tech	Cat5e Blue Patch	5' or 71 Cat 5e Blue Patch Cords - Box / Jack Location To Phone equipment End Of Each Connection	\$3.82	\$22.94	
3	Hellerman Tyton	JB1	Surface Mount Single Gang Box	\$3.82	\$22.94	
3	AMP	2111022-3	2 Port Faceplate	\$4.12	\$12.35	
6	AMP	406372-6	Cat5e Blue Snap In Jack	\$1.47	\$4.41	
1	Misc	Hanging & Mounting	Miscellaneous Hanging & Mounting Hardware	\$5.31	\$31.84	
				\$23.53	\$23.53	\$293.01
11	Sullivan Data	Cabling Install & Certify	Install & Certify 6 new Cat5e network cables. 2 From the TH server room to the TH Telco room, 2 From the Highway networking equipment to Highway phone equipment location and 2 from Recreation networking equipment to Recreation phone equipment location.	\$120.00	\$1,320.00	\$1,320.00
				Cat5 Cabling Additions		
						\$1,613.01

Create Secondary Fiber Link Between Town Hall & Highway Department

2	Hewlett Packard	J4859C	Procure Gigabit LX/LC Fiber Modules - 1 For TH Switch, 1 For Highway Switch - SDM Maintains Spare	\$351.67	\$703.34	
1	Coming Cable	G-FASM-LCSC-1M	Single Mode 1M SC to LC Patch Cord For Highway - Spare Already Exists	\$36.41	\$36.41	
1	Coming Cable	G-FASM-LCSC-2M	Single Mode 1M SC to LC Patch Cord For Town Hall - Spare Already Exists	\$38.29	\$38.29	\$778.04
			Add 1 additional Gigabit fiber module to TH and Highway switches. Patch out the new fiber module / connection from each switch to each breakout panel. Create a 4 port Phone System VLAN in TH core switch, with 1 fiber port and 3 copper ports and connect this to the 2 new cable runs to the TH Telco room. Create a 3 port Phone System VLAN in the Highway switch incorporating 1 Fiber Port & 2 Copper Ports and connect this to the 2 new cable runs to the HWY phone system area. Light up and test communication on TH/HWY phone fiber link / network.			
4	Sullivan Data	Network Install		\$145.00	\$507.50	\$507.50
				Fiber Networking Additions		
						\$1,285.54
				Total Of Above Costs		
						\$4,893.05

Order Terms

New Due 15 Days From Completion Of Installation

Order Acceptance

Accepted By

Print Name:

Sign Name:

Title:

Date:

August 2, 2016

Town of Carmel
60 McAlpin
Carmel, NY

Quotation Prepared by:
Jonathan Wanzer, Enterprise Account Executive
(860) 505-2017 Office / (203) 836-6361 Mobile
jonathan_wanzer@cable.comcast.com

Fiber Voice Services			
Location	Type of Service	MRC 3 Year Term	NRC Installation
60 McAlpin	PRI	\$978.00	\$1,000.00
	100 DID's	\$25.00	\$0.00
All PRI's include 4600 minutes of Long Distance Service			

HFC Voice Services			
Location	Type of Service	MRC 3 Year Term	NRC Installation
60 McAlpin	PRI	\$978.00	\$1,000.00
	100 DID's	\$25.00	\$0.00
All PRI's include 4600 minutes of Long Distance Service			

Service provided on fiber optics
Service is dedicated and symmetrical
Service delivery to data closet included
Site Survey required prior to final price quote and agreement
No Local, State or Federal Taxes included in quotation
MRC is Monthly Recurring Charge; NRC is Nonrecurring Charge



From: Glenn Sullivan [<mailto:gsullivan@sullivananddata.com>]
Sent: Thursday, July 28, 2016 4:09 PM
To: Wanzer, Jonathan <Jonathan_Wanzer@cable.comcast.com>
Cc: Pasquerello, Anne (amp2@ci.carmel.ny.us) <amp2@ci.carmel.ny.us>
Subject: Town of Carmel PRI Quotation

Hi Jonathan

I'm the IT / Technology manager for the Town of Carmel and this e-mail is in reference to the budgetary proposal you provided through Superior Telephone. I'd like to have some additional information on this proposal, shown below.

- Are the "HFC" voice services are delivered over existing copper?
- Are fiber voice services are delivered 100% over Comcast owned private fiber network?
- I see that 4600 minutes of LD is included in the PRI, is ALL local calling included in the price or is local calling also restricted to a number of minutes as well?
- Can you estimate the cost of taxes and additional charges that would be assessed to this connection?
- Can you tell me what the cost would be for 2 PRIs delivered to the same location? This would be to increase the number of simultaneous calls

Thank You

Glenn Sullivan



PROPOSAL

Prepared by
SUPERIOR TELEPHONE SYSTEMS
 2410 RT 44
 Salt Point NY 12578
 Phone (845) 677-2000 Fax (845) 677-1200
Sales@superiortelephone.com

Prepared For:
 Carmel, Town of
 60 Mcalpin Ave
 Mahopac, NY 10541

Customer Telephone 845-628-1500
 Sales Person Jim Santoro
 Date: 9/30/2016

Proposed Service:

NEC SV9100 TELEPHONE AND VOICE MAIL SYSTEM. PRICING UNDER NYS OGS CONTRACT #PT64303

SYSTEM CONFIGURED FOR 12 CO LINES, 2 PRI CIRCUITS 72 DIGITAL PORTS 8 ANALOG PORTS & 100 MAILBOXES

5 YEAR WARRANTY COVERING EQUIPMENT & SOFTWARE & SOFTWARE ASSURANCE
 3 YEAR WARRANTY ON LABOR

Qty	Description	Total
TOWN HALL EQUIPMENT LIST		
1	NEC SV9100E IP PACKAGE WO/PHONES	\$3,044.51
1	SV9100 CPU BLADE	\$0.00
1	SV9100/SV9300 19IN 2U CHASSIS	\$0.00
8	SV9100 RESOURCE LIC (SYSTEM PT CAPACITY)	\$0.00
1	SV9100 VOIP DAUGHTER BOARD provides System IP connectivity	\$0.00
8	SV9100 STANDARD USER LICENSE	\$0.00
4	SV9100/SV9300 16 PT DIG STATION BLADE Supports 16 Digital telephones	\$2,160.64
1	SV9100 8 PT DIG STATION BLADE - supports 8 digital telephones	\$284.81
2	SV9100/SV9300 4 PT COT BLADE supports 4 copper lines	\$211.15
1	SV9100/SV9300 4 PT COT DAUGHTER BOARD supports 4 copper lines	\$191.51
2	SV9100/SV9300 T1/PRI BLADE	\$2,258.84
2	ADTRAN CSU (VOICE ONLY) required interface between PRI circuits and the telephone system	\$1,494.00
1	SV9100 8 PT ANALOG BLADE	\$540.16
1	SV9100/SV9300 19IN 2U EXPANSION CHASSIS	\$638.37
2	WALL MOUNT BRACKET SET wall mount for system chassis	\$392.84
5	NEC INSTALLATION CABLE provides connection between telephone system blades and house cabling	\$294.65

PROPOSAL

Prepared by
SUPERIOR TELEPHONE SYSTEMS
 2410 RT 44
 Salt Point NY 12578
 Phone (845) 677-2000 Fax (845) 677-1200
Sales@superiortelephone.com

Town Hall Continued :

1	SV9100 & SV93000 BUS INTERFACE BLADE connects chassis 1 to expansion chassis	\$353.56
1	INTFACE BLADE EXP CHASSIS TO CNTR CHASSI connects expansion chassis to chassis 1	\$314.27
182	SV9100 RESOURCE LIC (SYSTEM PT CAPACITY)	\$1787.24
92	SV9100 STANDARD USER LICENSE	\$5,421.56
200	NEC SV9100 SWA PSA system operating software ,software assurance	\$1,964.00
1	RGA CONFERENCE BRIDGE AND GATEWAY circuit blade provides conference bridge feature	\$1,325.84
2	8 PORT CONFERENCE AND RESOURCE LICENSE each license provides conferencing for up to 8 parties	\$844.60
61	24 BUTTON DIGITAL SPEAKERPHONE TELEPHONE (BLACK)	\$17,672.92
3	24 BUTTON DIGITAL SPEAKERPHONE TELEPHONE (BLACK WITH 60 BUTTON DSS CONSOLE	\$1,535.01
1	POLYCOM SOUND STATION II EX conference phone for supervisors conference room	\$903.00
1	OHP 8000 MUSIC/INFO ON HOLD PLAYER	\$255.00
1	TRIPP LITE UPS 2200 VA battery back up to cover transition time to generator	\$1287.45
1	ISOBAR AC SURGE PROTECTOR	\$46.19
2	PORTA SYSTEM W/GAS TUBE lightning protectors for copper lines	\$277.40
	Additional cables for Police extensions included	0
	Unlimited Training provided at no charge	0
	3 years onsite service includes 24x7 support for Police and Highway	0
Total for Town Hall		\$45,499.52

PROPOSAL

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Qty	Description	Qty
CARMEL HIGHWAY DEPARTMENT – Configured for up to 4 redundant copper lines , 16 Digital extensions access to existing paging .		
1	SV9100 9.5 NETLINK PACKAGE	\$1,964.20
1	SV9100 9.5 IN CHASSIS	\$0.00
1	SV9100 CPU BLADE	\$0.00
1	SV9100 VOIP DAUGHTER BOARD provides system IP connectivity	\$0.00
1	SV9100 NETLINK NODE LICENSES Provides networking to additional locations	\$0.00
1	SV9100/SV9300 16 PT DIG STATION BLADE supports 16 digital telephones	\$540.16
1	SV9100/SV9300 4 PT COT BLADE supports 4 copper lines	\$211.15
1	NEC PAGING & DOORBOX ADAPTER provides connection to the Highway dept paging system	\$258.08
1	NEC INSTALLATION CABLE provides connection between telephone system blades and house cabling	\$58.93
20	SV9100 RESOURCE LIC (SYSTEM PT CAPACITY)	\$196.40
30	SWA PSA SV9100 NETLINK UNIT system operating software, software assurance	\$294.60
8	24 BUTTON DIGITAL SPEAKERPHONE TELEPHONE (BLACK)	\$2,317.76
1	OHP MUSIC /INFO ON HOLD PLAYER	\$255.00
1	PORTA SYSTEM GAS TUBE PROTECTOR	\$138.70
1	ISOBAR AC SURGE PROTECTOR	\$46.19
1	TRIPP LITE UPS 550 VA	\$173.45
Total for Highway Department		\$6454.62

PROPOSAL

Prepared by
SUPERIOR TELEPHONE SYSTEMS
 2410 RT 44
 Salt Point NY 12578
 Phone (845) 677-2000 Fax (845) 677-1200
Sales@superiortelephone.com

Qty	Description	Total
CARMEL RECREATION Configured for up to 4 redundant copper lines, 16 Digital extensions .		
1	SV9100 9.5 NETLINK PACKAGE	\$1,964.20
1	SV9100 9.5 IN CHASSIS	\$0.00
1	SV9100 CPU BLADE	\$0.00
1	SV9100 VOIP DAUGHTER BOARD provides system IP connectivity	\$0.00
1	SV9100 NETLINK NODE LICENSES Provides networking to additional locations	\$0.00
1	SV9100/SV9300 16 PT DIG STATION BLADE supports 16 digital telephones	\$540.16
1	SV9100/SV9300 4 PT COT BLADE supports 4 copper lines	\$211.15
1	NEC PAGING & DOORBOX ADAPTER provides connection to the Recreation Dept paging system	\$258.08
1	NEC INSTALLATION CABLE provides connection between telephone system blades and house cabling	\$58.93
20	SV9100 RESOURCE LIC (SYSTEM PT CAPACITY)	\$196.40
30	SWA PSA SV9100 NETLINK UNIT system operating software, software assurance	\$294.60
8	24 BUTTON DIGITAL SPEAKERPHONE TELEPHONE (BLACK)	\$2,317.76
1	MUSIC/ INFO ON HOLD PLAYER	\$255.00
1	PORTA SYSTEM GAS TUBE PROTECTOR	\$138.70
1	ISOBAR AC SURGE PROTECTOR	\$46.19
1	TRIPP LITE UPS 550 VA	\$173.45
Total For Recreation		\$6454.62

PROPOSAL

Prepared by
SUPERIOR TELEPHONE SYSTEMS
 2410 RT 44
 Salt Point NY 12578
 Phone (845) 677-2000 Fax (845) 677-1200
Sales@superiortelephone.com

Qty	Description	Total
Additional Services	Interaction Insight Recording for 12 Channels on Police PRI (Interaction Insight to provide Service , Equipment and installation Payment made directly to Insight interaction)	\$6778.75
	Comcast Business - 2 PRI Circuits Provided over Fiber Includes 100 DID numbers and 4600 minutes of long distance per PRI	
	Comcast Non recurring installation and setup cost	\$1,000.00
	Comcast Monthly Recurring \$978.00 + \$25.00 for DID for a total of \$1003.00 per month (Comcast Service provided by Comcast Business. Non Recurring and Recurring costs paid directly to Comcast Business)	

Summary and Totals :

	Town Hall	\$45,499.52
	Highway	\$ 6,454.62
	Recreation	\$ 6,454.62
	Superior Total	\$58,408.76
	Insight Interaction Recording for 5 persons	\$6,778.75
	Comcast Nonrecurring Installation	\$1,000.00
	Total project investment	\$66,187.51

- Proposal includes cabling, hardware, software, licensing, installation, startup, administrator and user training.
- Support includes 5 years of hardware warranty, 5 years of software assurance and 3 years of support services.
- Proposal includes cabling additions in the Police, department, incorporation of the Highway and Recreation paging systems and 3 locations for DSS consoles.(One for town hall , 2 for Police)
- The RFP states each Vendor proposal must clearly state anything and everything the Town will need to provide for the Vendor's equipment to be installed and / or operate properly.
- Superior Telephone understands that the Town will be providing the following enhancements to the existing IT systems to accommodate the new phone system at the 3 locations. Please be sure that the Created VLAN is on the same subnet as the phone system
 - Provide 2 Cat5e copper data connections between the TH server room and the phone system hardware area of the TH telco room.
 - Provide 2 Cat5e copper data connections from the Highway Department patch panel to the Highway phone system location.
 - Provide 1 fiber data connection from the Town Hall IT infrastructure to the Highway Department infrastructure. This connection will be incorporated into a VLAN that will include the above 4 copper data connections forming a phone system VLAN within the Town's network. **Please note this VLAN must be on the same Sub net as the telephone system.**
 - Provide 2 Cat5e copper data connections from the Recreation Department patch panel to the Recreation Department phone system location.
 - Upgrade the Recreation Department's Internet connection from current 15x3 to 50x50. Establish a hardware VPN between TH and Recreation for phone system communication.
- As requested in the RFP, each Vendor proposal must clearly state anything and everything the Town will need to provide for the Vendor's equipment to be installed and / or operate properly. Superior Telephone is requesting no additional provisions by the Town other than the following: above stated VLAN being on the same subnet at the phone system.
- Superior Telephone will confirm and verify all number, extension and station information that was provided in the RFP process.
- Cutovers for all departments will be done outside of normal business hours, which are 8:30am to 4:30pm, Monday through Friday. The delivery, installation and cutover of replacement equipment for Police and Highway which conduct 24x7 operations, will be closely coordinated so as to cause an absolute minimum of downtime.
- Message on hold systems are included for the town hall, Highway and Recreation .The Music/ message on hold systems come with generic, fee- paid music content that can be easily changed via included USB memory stick should the Town wish to provide their own custom Content in MP3 Format.
- The Proposal includes the conference bridge addition, configured for 16 ports.
- The Town desires to move from the existing analog delivery of phone lines to digital delivery via PRI, Superior will be responsible for coordinating and working with the selected service provider (Comcast) to resolve all questions

- and to implement the upgrade in a seamless and trouble free manner
- Comcast to provide Customer References
- Police Line Recording. Recording to be implemented by the Town's current recording vendor , Interaction Insight Corporation ,to provide recording on a contiguous per channel basis on the PRI dedicated to the Police. Superior Understands that the current thinking is to implement 2 PRIs, with the first one handling all of the current Town lines and any numbers to be ported over from Highway and Recreation, while the second PRI would be dedicated to the lines that the Police want to record. Implementing Recording for 12 PRI Channels on the Police PRI would be \$6778.75 from Insight Interaction IC .
- PRI Conversion / Highway and Rec. Superior understands that It has already been determined that with the new phone system, Highway and Recreation would want to keep 1 or 2 analog lines attached to the local system at their sites. The Town can determine these numbers will be their primary numbers or will the primary numbers be ported over to the Town Hall PRI and routed through the system.
- PRI Conversion / TH Numbers. Superior Understands that as Town Hall moves to PRI, TH and PD want to retain a few analog lines. Superior will work with the town to determine what TH numbers will be ported and what numbers will be abandoned at the time of port / conversion.

Town of Carmel Telephone System Details

Town Hall Detail

Chassis Units / Size
 # Digital Trunks / PRI Supported As Delivered
 # Analog Trunks Supported As Delivered
 # Digital Station Ports Supported As Delivered
 # Analog Station Ports Supported As Delivered
 # IP Stations Supported As Delivered
 # Voice Mail Ports As Delivered
 # Voice Mail User Licenses As Delivered
 UPS Unit Included
 Surge Suppression Included
 Hardware Warranty Included As Quoted
 Software Assurance Included As Quoted
 Onsite Service Included As Quoted #Years
 24x7 Support For PD / Highway Included As Quoted
 CSU - For PRI Interface
 New cable runs included for PD locations
 Conference Phone Included

Superior Dual PRI

2 Chassis , 19' six slot each
 2 PRI 24 Digital channels each
 12 Pots lines
 72 Digital ports
 8 Analog Ports
 30
 16 Ports
 100
 yes -
 yes -
 5 years equipment
 5 years Software Assurance
 3 years
 3 years
 2 included
 yes -included no additional cost
 yes -included Polycom Soundstation2 Ex

Highway Detail

Chassis Units / Size
 # Digital Trunks / PRI
 # Analog Trunks Supported As Delivered

One - 9.5 inch 3 Slot Chassis
 0 Highway shares the Town Hall PRI through netlink environment
 4

Town of Carmel Telephone System Details Cont.

# Digital Station Ports Supported As Delivered	16
# Analog Station Ports Supported As Delivered	0
# Voice Mail Ports	share in the 100 through the Town Hall Netlink environment
# Voice Mail Licenses	share in the 100 through the Town Hall Netlink environment
UPS Unit Included	yes
Surge Suppression Included	yes
Hardware Warranty Included As Quoted	5 years
Software Assurance Included As Quoted	5 years
Onsite Service Included As Quoted #Years	3 years
24x7 support included for Police and Highway	3 years

Recreation Detail

# Chassis Units	One 9.5 inch 3 slot Chassis
# Digital Trunks / PRI	0 Recreation Shares Town Hall PRI through netlink environment
# Analog Trunks	4
# Digital Station Ports	16
# Analog Station Ports	0
# Voice Mail Ports	share in the 100 through the Town Hall Netlink environment
# Voice Mail Licenses	share in the 100 through the Town Hall Netlink environment
UPS Unit Included	yes
Surge Suppression Included	yes
Hardware Warranty Included As Quoted	5 Years
Software Assurance Included As Quoted	5 Years
Onsite Service Included As Quoted #Years	3 years

Superior Dual PRI**Telephones Included**

# 6 Button Digital Phone Set	0
# 12 Button Digital Phone Set	0
# 24 Button Digital Phone Set	80
# 32 Button Digital Phone Set	0
# 60 Button DSS Console	3
# Conference Phones	1

Total Cost For System Delivered & Installed	58,408.76
--	------------------

Cost For Optional Items

Call Accounting System	\$1718.68 requires dedicated PC or network server (Not included)
Conference Bridge Cost - 8 Users	\$1,748.14 (not included)
Conference Bridge Cost - 16 Users	\$2,170.44 (Included in the syst delivered and installed)
Message On Hold System - For 3 Sites	\$255.00 per site (included in syst delivered and installed)
Creation Of MOH Messages	Available depends on production requirement

Acceptance of Proposal – The provided pricing, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined. As the authorized officer/agent, I understand I am financially responsible for the payment of this contract. 50% deposit is required upon receipt of signed proposal, 25% upon delivery and 25% upon receipt.

Customer Signature _____

Date of Acceptance _____

All materials are guaranteed to be as specified. All Work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the provided specifications will be executed only upon written change order and will result in extra charges over and above this estimate. All agreements contingent upon strikes, accident or delays beyond our control. Owner will carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. This contract shall not be warranted by Superior Telephone if products or materials are subjected to improper use, tampering, negligence, accident, connection to direct current, theft, fire, flood, acts of God, public enemy, which have been lost or consumed by animals.

Michael Cazzari
Chief of Police

TOWN OF CARMEL
POLICE DEPARTMENT
60 McAlpin Avenue
Mahopac, New York 10541

(845) 628-1300
Fax (845) 628-2597
www.carmelny.org/police

September 26, 2016

Kenneth Schmitt, Town Supervisor
and Carmel Town Board
Town Hall
Town of Carmel
60 McAlpin Ave
Mahopac, New York 10541

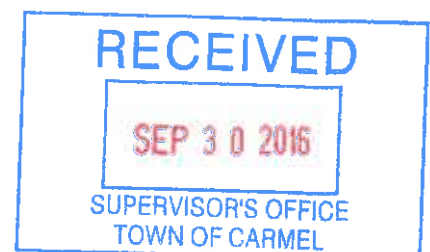
Ref: 2017 Bid Specifications

Members of the Town Board,

I hereby request permission to advertise for bids for the purchase of police uniforms and for the dry cleaning of police uniforms in the fiscal year 2017. The bid specifications are attached for your review. If they meet with the Board's approval, please authorize the Town Clerk to have the bid notices mailed and published.

Respectfully,


Michael Cazzari
Police Chief



2017

**BID SPECIFICATIONS
FOR UNIFORM CLEANING BID**

The one unit * price is for the dry cleaning of the following articles comprising a police uniform and a civilian suit.

* One unit shall consist of EITHER a shirt, OR a (1) pair of pants, OR a jacket, OR a tie, OR a skirt, OR a sweater, OR a uniform hat.

The bid includes the replacing of missing buttons; said missing buttons and necessary stitching thread must match the originally placed button(s) and stitching thread. The price for alterations of pants is for one pair (two legs).

Billing invoices must be submitted monthly.

The business must be located in the Town of Carmel, and must be open at least five (5) days a week from 8 am to 5 pm for pick up and drop off.

=====

BID FORM

My one (1) unit bid is _____ \$ _____.
(written form)

My bid for pants alteration is _____ \$ _____.
(Lengthen/shorten legs) (written form)

Legal name of bidder: _____

A/k/a (if applicable): _____

Address: _____

Telephone # (____) _____ - _____

Print Representative's name: _____

(Representative's signature)

Date: _____, 20____

Michael Cazzari
Chief of Police

TOWN OF CARMEL
POLICE DEPARTMENT
60 McAlpin Avenue
Mahopac, New York 10541

(845) 628-1300
Fax (845) 628-2597
www.carmelny.org/police

October 5, 2016

To Whom It May Concern:

The Town of Carmel Police Department is in the process of requesting proposals for the purchase of the department's uniforms. Please review the attached specification list of the required items for bid on a yearly basis. If you have questions about the specifications, please contact my Administrative Assistant, Mrs. Rose Bierbaum, at 845-628-1300 to schedule an appointment with her.

All proposals must be in writing and include the address of the bidder's showroom that must be within a thirty-five (35) mile radius of the Town of Carmel. The bidder, upon request, must schedule at least three (3) measurements at the Town of Carmel Police Department headquarters to accommodate the three (3) Tour rotation work schedule. The bidder must have on-site facilities for the alterations and repair of uniforms. All articles of clothing shall be free of damage and defects of any kind. Upon the Police Department's request, each bidder must submit samples, without any expense to the Town of Carmel Police Department.

The Town of Carmel has the option to choose the vendor that would best serve the interest of the Department.

Thank You,



Michael Cazzari
Chief of Police

2017

BID SPECIFICATIONS FOR UNIFORM BID

Flying Cross Gore-Tex
Public Safety Jacket
style # 79900GTXA * \$ _____ each

Flying Cross
Single Breasted Dress Coat
55/45 Polyester/Wool
Style # 34891 \$ _____ each

Cap (summer) 8 point \$ _____ each

Cap (winter) 8 point \$ _____ each

Flying Cross Reversible
Rain Coat #76120 \$ _____ each

Shirt (summer) *

Flying Cross Short Sleeve Shirt
Style #57R84
75% Polyester 25% Wool \$ _____ each

Shirt (winter) *

Flying Cross Long Sleeve
Style #07W84
75% Polyester 25% Wool \$ _____ each

Pants — **

Flying Cross Wool Blend Pants
Style #V47680
75% Polyester 25% Wool \$ _____ each

- * Includes sewing flag & patch on garment. U.S. Flag to be included as part of garment price. Patch to be supplied by Department.
- ** Side seaming waist to hem, according to Rank, ½ braid for Police Officer and 1” braid for Sergeant(s) and Lieutenant(s).
- ***Embroidered police shield left chest, officers first initial last name right breast; shield and name in silver for police officers, gold for sergeants, lieutenants and chief.

Instructions to bidders:

1. The bidder must maintain a showroom within a thirty-five (35) mile radius of the Town of Carmel.
2. The bidder, upon request, must schedule at least three (3) measurements at the Town of Carmel Police Department headquarters to accommodate the three (3) Tour rotation work schedule.
3. The bidder must have on-site facilities for the alterations and repair of uniforms.
4. All articles of clothing shall be free of damage and defects of any kind. Upon the Police Department's request, each bidder must submit samples, without any expense to the Town of Carmel Police Department.
5. The Town of Carmel has the option to choose the vendor that would best serve the interest of the Department.

Legal name of bidder: _____

A/k/a (if applicable): _____

Address: _____

Telephone # (____) _____ - _____

Print Representative's name: _____

(Representative's signature)

Date: _____, 20____

Town of Carmel Police Department

Request For Proposals

2016 Wireless Two-Way Radio Communication Replacement

October 20, 2016

Revision 1.00 – Date and specification revisions

Table of Contents

Introduction and Contact Information	1
RFP Overview	2
System Features and Requirements	3
Vendor and Proposal Requirements.....	3
Proposal Timeline and Submission	5
Contract Award and Execution	7
Insurance Requirements	8

Introduction and Contact Information

This Request for Proposal (RFP) is being issued by the Town of Carmel Police Department located in Putnam County.

The Police Department is seeking proposals from qualified Vendors (Vendors) to provide, install and support a new Wireless Two-Way Radio Communication system that will meet the current and projected needs of the Town of Carmel Police Department as described in this document.

This RFP will define the scope of the work to be performed, the requirements the vendor must address, the method of response and the administrative requirements that must be followed.

Please submit all questions and requests for information regarding this RFP to:

Michael Cazzari

Chief of Police

Telephone 845-628-1300

Fax 845-628-2597

E-Mail msc@ci.carmel.ny.us

Please submit your proposal and response to this RFP to:

RFP Submission Contact

Michael Cazzari

Chief of Police

60 McAlpin Avenue

Mahopac, NY 10541

Telephone 845-628-1300

Fax 845-628-2597

E-Mail msc@ci.carmel.ny.us

RFP Return Information

Responses to this RFP should be delivered or mailed to the above listed Submission Contact and received no later than **4:00PM, November 4, 2016**

RFP Overview

The Town of Carmel Police Department is seeking qualified vendors (Vendors) to provide, install and support an advanced feature Wireless Two-Way Radio Communication system that will support the Police Department as described in this document.

This RFP addresses the installation, startup, training and support of said system for the Police Department.

Vendors should submit a detailed proposal meeting or exceeding the stated need for the Wireless Two-Way Radio Communication system. The proposal should be accompanied by specification documents defining and detailing all of the features and specifications of the equipment being proposed. Vendors must clearly state any features that are listed in the equipment specifications but are not included in the system as it is being proposed by the Vendor.

If there are any deficiencies between the capabilities of the system being proposed and either the current or requested system capabilities, the vendor proposal must clearly state these differences. Vendors should also state where the system they are proposing exceeds the stated requirements.

Vendors are to provide proposals that are complete in all aspects. Proposals should include cabling, hardware, software, licensing, installation, startup, training and support services as defined this document. Each Vendor proposal must clearly state anything and everything the Police Department will need to provide for the Vendor's equipment to be installed and / or operate properly. These requirements may include, but are not necessarily limited to, power to Vendor's equipment, internal network infrastructure or external Internet connectivity.

Vendors will be responsible for inspecting existing site and equipment and determining if any power, mounting, or cabling changes need to be made to accommodate their equipment prior to the submission of their proposal.

Any incompatibilities between Vendor's equipment and the Police Department's existing infrastructure that is not clearly identified by the vendor in their proposal will be the responsibility of the Vendor to correct at their sole expense.

Because of the day to day reliance the Police Department has on its current Wireless Two-Way Radio Communication system which conducts 24x7 operation, it is extremely important that the delivery, installation and cutover of replacement equipment be well coordinated and executed so as to cause no downtime.

System Features & Requirements

As stated previously in this document, the Police Department desires to lease a state of the art Wireless Two-Way Radio Communication system for either a five-year or seven-year period.

All system requirements are listed as minimum configuration. The system provided should be easily expandable to accommodate the needs of the Police Department.

Qty	Model	Description
6	Kenwood TK-7180	(4) Control Stations, (1) Control Station no Transmit - Kent, (1) Westchester MARS Control Station
22	Kenwood TK-790	Mobile Radios with Control Head
22	Kenwood NX-5200K2	Portable Radios with Speaker Mics
3		Multi-unit (6) Portable Battery chargers
1	Motorola SLR8000	Hilltop Base Station/Repeater
1	Zetron	Two Position Max Console

Vendor And Proposal Requirements

System Demonstration

Vendors should be prepared to demonstrate all of the features of the system they are proposing. This demonstration may be done by bringing a demonstration system to the Police Department.

Certification / Authorization

Vendors are required to submit proof of certification / authorization to install and support the systems and equipment being proposed. This proof shall be in the form of a letter or certificate from the manufacturer stating the company or certain individuals in the companies employ are certified and authorized to install and provide factory authorized support for the equipment being proposed.

Vendor And Proposal Requirements (cont.)

Vendors Are To Propose Complete Systems

Vendor proposals must include all costs associated with the system being proposed for either a five-year or seven-year lease term with no penalty for any addition or deletion of equipment during the lease. Proposals should include cabling, equipment, delivery, initial system programming, installation, user and administrator training. Proposals must also cover all the following:

1. 24 hrs/7 days a week emergency service on base stations and console equipment and Monday to Friday / 8AM – 5PM on mobiles and portables.
2. Removal and reinstallation of all mobile radios.
3. Antenna replacements.
4. Base station antenna replacements.
5. FCC licensing consultation services.
6. Battery, antenna, case replacements, loss and theft (with police report) on portable radios.
7. One fleet re-programming per year.
8. Yearly customer requested PMI (Preventative Maintenance Inspection) on all equipment.

Vendors Are To Maintain Local Spares

Vendors will be required to stock local spares at their expense for all mission critical components of the system.

Client References

Vendors are required to submit 4 client references. Each reference must be a similar size organization currently using the same system / equipment being proposed to the Police Department. It would be beneficial (but not required) if one or more of the references is a municipality. The system / equipment at each client reference must have been in use for at least 6 months and installed in the last 3 years. References are to include: organization name and address, contact name and title, contact phone number, contact e-mail address and system installation date.

Police Department Responsibilities

Each vendor proposal must clearly state anything the Police Department will be required to provide for the Vendors equipment to be installed and operate properly. This may include additional power, network infrastructure, cabling, etc.

Vendor And Proposal Requirements (cont.)

Vendor Company Background and History

- When the company was established.
- Sole Proprietorship, Partnership or Corporation.
- Ownership information.
- Total number of employees.
- Total number of technicians.
- Total number of technicians certified on the system being proposed.
- Total number of active clients.
- Total number of active government clients.
- Total number of active similar clients (town, village, etc.).
- Total years offering systems similar to the proposed system.
- Has the firm's legal name changed in the last 5 years?
- Is the firm currently involved in any current or pending litigation?

Proposed System

The proposal should include a detailed description of the proposed system. The purpose of this summary is to ensure the Police Department has a high-level understanding of the proposed system.

Proposal Timeline and Submission

RFP Timeline

October 20th RFP released to perspective vendors.

October 20th to November 4th Vendor site inspections and proposed system demonstrations.

November 4th RFP return date.

November 4th to November 11th Vendor proposal review and consideration by Police Department.

RFP Modifications

Modifications or changes to this RFP may only be issued in writing or via e-mail by issuing an addendum to this document. If a provision in this RFP is in error or will preclude a vendor from submitting a proposal, the vendor may request in writing or via e-mail that the provision be changed. The request will be reviewed and if the requested change will not materially alter the finished system or affect the Police Department in any negative way, it will be granted and all potential vendors will be issued an addendum to this RFP.

Proposal Timeline and Submission (cont.)

Proposal Submission

Proposals should be submitted as complete responses to this RFP and should include all items requested herein.

Any proposal received after the specified time and date will not be considered. No faxed or emailed proposals will be accepted. It is the sole responsibility of the Vendor to see that the proposal is received on time. Late or incomplete proposals will not be accepted. The Town will reserve the right to reject any and/or all proposals and will further reserve the right to waive or not waive any informality in any proposal.

The pricing contained in each Vendors proposal must be held firm for a period of 100 days from the proposal submission date.

Vendors shall submit two (2) printed Proposals.

Proposals received without all of the required information will be marked as incomplete, and will not be considered in this RFP process.

Completed proposals should be placed in a sealed envelope marked **Town of Carmel Police Department 2016 Wireless Two-Way Radio Communication System Replacement**. The envelope should be delivered or mailed to the person and address listed below to arrive no later than 4:00 PM on November 4, 2016.

Proposal Mailing address
Town Of Carmel Police Department Chief Michael Cazzari 60 McAlpin Avenue Mahopac, NY 10541

Contract Award and Execution

Award

Award of the contract will be based upon a review and analysis of all Vendors proposals. The ability of a particular vendor to meet all of the Police Department's needs as well as the value of the system being proposed will weigh heavily in the decision making process. The criteria used in the evaluation are listed in the table below.

Criteria	Description	Maximum Score
Functional & Technical	A clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the proposing firm's plan for accomplishing the requested services	30 points
Experience	This criterion considers (1) the Vendor's past performance on similar projects, the results of reference checks, and the Vendor's experience in providing the services solicited by this RFP as set forth in the Vendor's response	30 points
Value	The value will be determined by assessing a combination of the actual monetary cost of the lease for equipment and services in conjunction with the reliability of the product and the quality of the service proposed	40 points
	TOTAL POSSIBLE POINTS:	100 points

Contract Execution

The successful vendor in this RFP process will be required to enter into a binding contract with the Police Department, based on the requirements of this RFP and Police Department's standard terms and conditions.

Within 10 days notice of contract award, the successful vendor will deliver to the Police Department a draft contract for review. This draft should include a proposed delivery and implementation schedule for the system.

Terms and conditions of the draft which do not comply with all requirements of this RFP, which are in opposition to Police Department policies or which are contrary to the best interests of the Police Department, will not be accepted.

The contract may not contain any provisions for automatic renewals or term extensions.

The Police Department does not make advanced payments on work not yet performed or materials not delivered.

Prior to execution of the contract, the Vendor will be required to post certificates of insurance meeting the Police Department's insurance requirements for contracts of this type and naming the Police Department as a beneficiary in the event of a loss. Specifics of these insurance requirements are listed on pages 8 and 9 of this document.

Insurance Requirements

Contractor shall furnish a certificate of insurance prior to commencing work evidencing:

- 1) Worker's Compensation and Employers Liability Policy, covering operations in New York State.
- 2) Comprehensive General Liability Policy, with limits of no less than \$1,000,000/\$2,000,000 Bodily Injury and Property Damage, and including coverage for: General Aggregate shall apply separately to each project (must be on an occurrence form)
 - A. Products/Completed Operations;
 - B. Independent Contractors;
 - C. Explosion, Collapse and Underground losses (x.c.u.);
 - D. Broad Form Property Damage liability (including completed operations);
 - E. Personal Injury including hazards a, b, and c above;
 - F. Town of Carmel and the their agent, Engineer or his designee, and Architect, should be named as an "Additional Insured" on the policy and the Certificate of Insurance should show this as to the Liability coverage on the certificate.
 - G. Shall apply as primary and non contributing
 - H. Contractor waives all rights against Town of Carmel.
- 3) Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicles
- 4) Umbrella Liability, with limits of no less than \$5,000,000
- 5) Certificates, shall provide that thirty (30) days written notice, by registered mail with return receipt requested, prior to cancellation or expiration be given to the Town of Carmel. Policies that lapse and/or expire during term of work shall be recertified and received by the Town of Carmel no less than thirty (30) days prior to expiration or cancellation.

The Contractor shall furnish to Town of Carmel Certificates of Insurance for 1, 2a, 2b, 2c, 2e, and 4 above, as evidence of coverage prior to commencement of work and naming Town of Carmel as an Additional Insured.

The cost of furnishing the above insurance shall be borne by the Contractor, there will be no direct payment for this work. Cost will be deemed to have been included in the price bid for all scheduled items.

All carriers listed in the certificates of insurance shall be A.M. Best Rated AVII or better and be licensed in the State of New York.

Insurance Requirements (cont.)

Indemnification

To the fullest extent permitted by law, contractor shall indemnify, hold harmless and defend Town of Carmel, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (b) is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the Contractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Contractor's obligation to indemnify Town of Carmel, and agents and employees of any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Contractor anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Contractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the contractor.

Ice Fishing Methods...

Ice fishing methods include "jigging" with short, light fishing rods and using tip-ups. There are many different kinds of jigging poles and tip-ups. Much of the equipment is easy to make.

Jigging involves the use of a jigging rod or hand line and a small jigging spoon or lure which is often "sweetened" with a piece of bait. The jig is designed to dart around in different directions when it is jerked up and down by the angler.

The tip-up is basically a spool on a stick holding a baited line suspended through a hole in the ice. When the bait - usually a minnow - is taken by a fish, the pull on the line releases a signal, such as a red flag.

Clothing...

For safe ice fishing outings, anglers need to be well prepared. Proper clothing is critical because most people do not move around much while ice fishing. Dress warmly, paying extra attention to your head, feet and hands - dressing in layers is essential.



Ice safety...

Safe ice is the number one consideration. A minimum of three to four inches of solid ice is the general rule for safety. Ice thickness, however, is not uniform on any body of water. The guidelines presented here are based on clear, blue, hard ice on non-running waters. Remember, your own good judgement is essential!

The American Pulpwood Association has developed a table for judging the relative safety of ice on lakes and streams. This is just a guide; use your own good judgement before going out on any ice. Avoid areas of moving water,

including where streams enter the lake, and around spillways and dams.

Ice Thickness Table

2 inches	one person on foot
3 inches	group in single file
7.5 inches	one car (2 tons)
8 inches	light truck (2.5 tons)
10 inches	truck (3.5 tons)
12 inches	heavy truck (7-8 tons)
15 inches	10 tons
* 20 inches	25 tons

Note: This guide is based on clear, blue, hard ice on non-running waters. Slush ice is about 50 percent weaker. Clear, blue ice over running water is about 20 percent weaker. Many ice anglers do not like to fish on less than five inches of ice, and do not like to drive a pick-up truck on less than 15 inches of ice. Use common sense!

Be cautious in areas where "bubblers" are used to protect docks. They can produce thin, unsafe ice some distance away. Be especially alert in areas near shore, over moving bodies of water and on lakes and ponds where streams enter or exit.

Remember, use the buddy system while ice fishing - it saves lives.

And, last but not least, the fishing regulations...

In New York State, general angling regulations limit anglers to two jigging lines (or hand lines) and five tip-ups in most waters. Each tip-up must