



City of Newburgh Council Work Session  
6:00 pm  
January 23, 2014

AGENDA

1. Finance:
  - a. Financial Report
2. Grants/Contracts/Agreements:
  - a. (Res. 13) Authorizing the lease and lease amendment of a Ricoh copier in the City Clerk's office.
  - b. (Res. 14) Authorizing the agreement with Mitchell Associates Architects for services related to the relocation of archived records to 123 Grand Street at a cost of \$45,000.00 and amending the 2014 budget therefor.
  - c. (Res. 15) Authorizing an agreement with Orange County to fund public works projects in the amount of \$35,000.00.
  - d. (Res. 16) Authorizing the award of a bid for the construction and delivery of a pumper truck for the fire department.
  - e. (Res. 17) Authorizing the award of a bid and the execution of a contract with PC Group of New York, Inc. to provide security services at City Hall.
  - f. (Res. 18) Renewal agreement with Mesh Realty Group, Inc. for residential property management services
3. Engineering:
  - a. Marne Avenue water tank project update
  - b. Fishing update
  - c. Town of Newburgh – Crystal Run Medical Office development project
4. Executive Session:
  - a. Proposed sale of real property
  - b. Pending litigation

RESOLUTION NO.: 13 - 2014

OF

JANUARY 27, 2014

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER  
TO EXECUTE A LEASE AND LEASE AMENDMENT  
WITH RICOH USA, INC. FOR A RICOH MP 4002SP COPIER  
FOR THE CITY CLERK'S OFFICE AT A COST OF \$182.63 PER MONTH  
FOR A PERIOD OF 60 MONTHS

WHEREAS, the City of Newburgh City Clerk's Office is in need of a new lease agreement for a copier to perform their statutory duties, assigned tasks and day-to-day operations; and

WHEREAS, a review of available equipment and systems has identified a RICOH MP 4002 SP Copier to be the most appropriate and cost-effective alternative; and

WHEREAS, the cost of the copier is \$182.63 per month for a period of 60 months; and

WHEREAS, such funds are established and shall be derived from Budget Line A.1670.0400; and

WHEREAS, a copy of said Lease and Lease Amendment are attached hereto; and

WHEREAS, this Council has reviewed such agreements and have determined that it is in the best interests of the City of Newburgh to enter into such agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and is hereby authorized to execute a Lease and Lease Amendment in substantially the same form as annexed hereto so as to acquire a RICOH MP 4002 SP Copier and related services from RICOH USA, Inc. according to the terms therein stated at the cost of \$182.63 a month for 60 months.



Ricoh USA, Inc.  
70 Valley Stream Parkway  
Malvern, PA 19355

## U.S. Communities Product Schedule

Product Schedule Number: \_\_\_\_\_

Master Lease Agreement Number: \_\_\_\_\_

This U.S. Communities Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and NEWBURGH, CITY OF, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and \_\_\_\_\_. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

### CUSTOMER INFORMATION

NEWBURGH, CITY OF				GLENN KURCON			
Customer (Bill To)				Billing Contact Name			
83 BROADWAY FL 2				83 BROADWAY FL 2			
Product Location Address				Billing Address (if different from location address)			
NEWBURGH	NY	12550-5617		NEWBURGH	NY	12550-5617	
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number		Billing Contact E-Mail Address		
(845) 569-7324					gkurcon@cityofnewburgh-ny.gov		

### PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	RICOH MP4002SP

Qty	Product Description: Make & Model

### PAYMENT SCHEDULE

<b>Minimum Term</b> (months)  60	<b>Minimum Payment</b> (Without Tax)  \$ 141.83	<b>Minimum Payment Billing Frequency</b> <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<b>Advance Payment</b> <input type="checkbox"/> 1 <sup>st</sup> Payment <input type="checkbox"/> 1 <sup>st</sup> & Last Payment <input checked="" type="checkbox"/> Other: <u>NONE</u>
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Sales Tax Exempt:  YES (Attach Exemption Certificate)      Customer Billing Reference Number (P.O. #, etc.) \_\_\_\_\_  
 Addendum(s) attached:  YES (check if yes and indicate total number of pages: \_\_\_\_\_)

### TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Additional Provisions (if any) are: \_\_\_\_\_

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<b>CUSTOMER</b> By: <b>X</b> _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____	Accepted by: <b>RICOH USA, INC.</b> By: _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____
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## ORDER AGREEMENT

Request For Proposal (RFP) or Bid Contract Date:	11-Feb-2013	Sale Type :	LEASE
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BILL TO INFORMATION			
Customer Legal Name: NEWBURGH, CITY OF			
Address Line 1: 83 BROADWAY FL 2		Contact:	KURCON,GLENN
Address Line 2:		Phone:	(845) 569-7324
City: NEWBURGH		E-mail:	gkurcon@cityofnewburgh-ny.gov
ST / Zip: NY/12550-5617	County: ORANGE	Fax:	

ADDITIONAL ORDER INFORMATION	
<b>Check All That Apply:</b>	
<ul style="list-style-type: none"> <li>◊ Sales Tax Exempt (Attach Valid Exemption Certificate)</li> <li>◊ PO Included PO# _____</li> <li>◊ Syndication</li> </ul>	<ul style="list-style-type: none"> <li>◊ Fixed Service Charge</li> <li>◊ PS Service (Subject to and governed by separate Statement of Work)</li> <li>◊ IT Service (Subject to and governed by separate Statement of Work)</li> </ul>
◊ Add to Existing Service Contract # _____	

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including but not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc.

SERVICE INFORMATION		
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency
60 Months	MONTHLY	QUARTERLY

SHIP TO INFORMATION			
Customer Name: NEWBURGH CITY OF			
Address Line 1: 83 BROADWAY FL 2		Contact:	KURCON,GLENN
Address Line 2:		Phone:	(845) 569-7324
City: NEWBURGH		E-mail:	gkurcon@cityofnewburgh-ny.gov
ST / Zip: NY/12550-5617	County: ORANGE	Fax:	

PRODUCT INFORMATION							
Product Description	Qty	Service Type	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)
RICOH MP4002SP	1	Gold	6,000	\$0.0068	N/A	N/A	\$40.80

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
NETWORK & SCAN CONNECT - SEG 3	1



# RICOH

ORDER TOTALS		
<b>Service Type Offerings:</b>	<b>Product Total:</b>	
<b>Gold:</b> Includes all supplies and staples. Excludes paper.	<b>BASIC CONNECTIVITY / PS / IT Services:</b>	
<b>Silver:</b> Includes all supplies. Excludes paper and staples.	<b>Buyout:</b>	
<b>Bronze:</b> Parts and labor only. Excludes paper, staples and supplies.	<b>Grand Total: (Excludes Tax)</b>	
<b>Additional Provisions:</b>		
Per US Communities Contract 4400003732		

<b>Accepted by Customer</b>	<b>Accepted: Ricoh USA, Inc.</b>
Authorized Signature: _____	Authorized Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



CUSTOMER INFORMATION			
Customer Legal Name	NEWBURGH, CITY OF	Date	01/13/2014
Contact Name	GLENN KURCON	Phone	(845) 569-7324
Email	gkurcon@cityofnewburgh-ny.gov	Fax	

### AMENDMENT

This LEASE AMENDMENT (this "Amendment"), dated above, is to the agreements and/or product schedules associated with the equipment/product and agreement/product schedule numbers listed on Exhibit A attached to this Amendment and by this reference made a part of this Amendment (each such agreement and/or product schedule, an "Existing Agreement"; and such equipment/product, collectively, the "Existing Equipment"), in each case between Ricoh USA, Inc. or, if applicable, the party identified below ("we" or us") and the customer identified above ("Customer" or "you").

As of the date of this Amendment, the parties have entered or intend to enter into new agreements and/or product schedules (each such new agreement and/or product schedule, a "Replacement Agreement") either (a) with respect to equipment/product in replacement of, or addition to, or in exchange for, the Existing Equipment (such equipment/product referred to in clause (a) of this paragraph, the "Replacement Equipment") or (b) with respect to the Existing Equipment, reflecting the terms of a refinancing of the applicable Existing Agreement and Existing Equipment (a "Refinancing Transaction").

The parties wish to confirm the removal of the Existing Equipment (except with respect to Existing Equipment subject to a Refinancing Transaction) and any payment changes that will occur under the Existing Agreement(s) on the Effective Date (as defined below) of the Replacement Agreement(s).

The parties, intending to be legally bound, agree as follows:

- On the Effective Date, the minimum periodic payment(s) due and payable under the Existing Agreement(s) shall be modified to delete the portion(s) thereof attributable to the Existing Equipment as reflected on Exhibit A attached hereto and, except with respect to Existing Equipment subject to a Refinancing Transaction, we hereby authorize you to return the Existing Equipment to us or our designee. As used in this Amendment, "Effective Date" means, as applicable, (a) the delivery and acceptance date reflected in the delivery and acceptance certificate signed by you with respect to the Replacement Equipment under the Replacement Agreement(s), or (b), in the case of a Refinancing Transaction, the date we accept the applicable Replacement Agreement. By signing below, you hereby confirm that we may retain any payments made by you for amounts owed on the Existing Agreement(s), including, without limitation, the portion(s) of the minimum periodic payment(s) attributable to the Existing Equipment as reflected on Exhibit A, through the Effective Date, regardless of when such payments were received by us.
- You authorize us or our designee to pick up and remove the Existing Equipment. By signing below, you confirm that we or our designee may rely on this request and the request will be governed by this Amendment. Except for our and our designee's obligations to pick up and remove the Existing Equipment, neither us nor any of our designees assumes any obligation, payment or otherwise, under your lease agreement(s), which shall remain your sole responsibility through the Effective Date. As a material condition to our or our designee's performance to pick up and remove the Existing Equipment, you hereby release us and such designee from, and shall indemnify, defend and hold harmless us and such designee from and against any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of your representations or obligations in relation to your Existing Agreement(s). This paragraph shall not apply to Existing Equipment subject to a Refinancing Transaction.
- If the Replacement Agreement(s) is/are not accepted by us for any reason whatsoever, then (a) this Amendment shall be of no force or effect and the Existing Agreement(s) shall remain in full force and effect, (b) you shall continue to lease or rent the Existing Equipment for the remaining term of the Existing Agreement(s) in accordance with the terms and conditions of the Existing Agreement(s), and (c) you will be liable for all payments and obligations under the Existing Agreement(s) including, without limitation, the portion(s) of the minimum periodic payment attributable to the Existing Equipment as reflected on Exhibit A, for the entire term set forth in the Existing Agreement(s).
- Except to the extent modified by this Amendment, the terms and conditions of the Existing Agreement(s) will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Amendment, as of the date first written above.

#### CUSTOMER

_____		_____	
X	_____	_____	_____
	<i>Authorized Signature</i>		<i>Authorized Signature</i>
	Date		Date
_____		_____	
	Print Authorized Signer Name		Print Authorized Signer Name
	Title		Title



### EXHIBIT A

#### EQUIPMENT INFORMATION

Make, Model, Serial Number	<input type="text" value="RICOH/MP4000B/M5485800131"/>	Contact	<input type="text" value="GLENN KURCON"/>		
Contract Number	<input type="text" value="1138123-1009551A3"/>	Portion of Minimum Payment Attributable to Existing Equipment	<input type="text" value="\$127.20"/>		
Pick-Up Address**	<input type="text" value="83 BROADWAY FL 1 CITY CLERK'S OFFICE"/>		Phone	<input type="text" value="(845) 569-7324"/>	
City	<input type="text" value="NEWBURGH"/>	State	<input type="text" value="NY"/>	Zip Code	<input type="text" value="12550-5617"/>

Make, Model, Serial Number	<input type="text"/>	Contact	<input type="text"/>		
Contract Number	<input type="text"/>	Portion of Minimum Payment Attributable to Existing Equipment	<input type="text"/>		
Pick-Up Address**	<input type="text"/>		Phone	<input type="text"/>	
City	<input type="text"/>	State	<input type="text"/>	Zip Code	<input type="text"/>

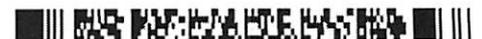
Make, Model, Serial Number	<input type="text"/>	Contact	<input type="text"/>		
Contract Number	<input type="text"/>	Portion of Minimum Payment Attributable to Existing Equipment	<input type="text"/>		
Pick-Up Address**	<input type="text"/>		Phone	<input type="text"/>	
City	<input type="text"/>	State	<input type="text"/>	Zip Code	<input type="text"/>

Make, Model, Serial Number	<input type="text"/>	Contact	<input type="text"/>		
Contract Number	<input type="text"/>	Portion of Minimum Payment Attributable to Existing Equipment	<input type="text"/>		
Pick-Up Address**	<input type="text"/>		Phone	<input type="text"/>	
City	<input type="text"/>	State	<input type="text"/>	Zip Code	<input type="text"/>

Make, Model, Serial Number	<input type="text"/>	Contact	<input type="text"/>		
Contract Number	<input type="text"/>	Portion of Minimum Payment Attributable to Existing Equipment	<input type="text"/>		
Pick-Up Address**	<input type="text"/>		Phone	<input type="text"/>	
City	<input type="text"/>	State	<input type="text"/>	Zip Code	<input type="text"/>

Make, Model, Serial Number	<input type="text"/>	Contact	<input type="text"/>		
Contract Number	<input type="text"/>	Portion of Minimum Payment Attributable to Existing Equipment	<input type="text"/>		
Pick-Up Address**	<input type="text"/>		Phone	<input type="text"/>	
City	<input type="text"/>	State	<input type="text"/>	Zip Code	<input type="text"/>

\*\* Except for Refinancing Transactions



RESOLUTION NO.: 14 - 2014

OF

JANUARY 27, 2014

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER  
TO ENTER INTO AN AGREEMENT WITH MITCHELL ASSOCIATES ARCHITECTS  
FOR SERVICES IN CONNECTION WITH THE RELOCATION OF THE  
CITY OF NEWBURGH ARCHIVAL RECORDS TO 123 GRAND STREET  
AT A COST OF \$45,000.00 AND AMENDING RESOLUTION NO.: 247-2013,  
THE 2014 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK  
TO PROVIDE FOR SUCH FUNDING

WHEREAS, it has become necessary for the City of Newburgh's Archival Records to be relocated from the Armory to 123 Grand Street; and

WHEREAS, the City of Newburgh is in receipt of a proposal from Mitchell Associates Architects to provide services in connection with such relocation; and

WHEREAS, such services shall be rendered for a total project cost of Forty Five Thousand and 00/100 (\$45,000.00) Dollars, and in accordance with the proposal and specifications attached hereto and made a part hereof; and

WHEREAS, funding for such services shall be derived from A.1620.0448; and

WHEREAS, this Council has reviewed the proposal and has determined that entering into an agreement with Mitchell Associates Architects is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and is hereby authorized to enter into an agreement, subject to terms and conditions as may be required by the Corporation Counsel, with Mitchell Associates Architects for services in connection with the relocation of the City of Newburgh Archival Records to 123 Grand Street; and

BE IT FURTHER RESOLVED, that Resolution No.: 247-2013, the 2014 Budget for the City of Newburgh, New York is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.1900.1990 Contingency Emergency	\$45,000.00	
A.1620.0448 Municipal Buildings		\$ 45,000.00

# **Proposed Services for the Relocation of the City of Newburgh Archival Records from the Armory to 123 Grand Street**

**December 18, 2013**

## **Project Understanding**

The City wishes to relocate its archives from the basement of the Armory to 123 Grand Street.

The proposed spaces at 123 Grand Street and the currently used spaces at the Armory have been reviewed by architect Robert Mitchell of Mitchell Associates Architects (MA), and by structural engineer John Chipko of Kaestle Boos Associates, Inc. (KBA). We have been provided pdfs of the 1978 construction documents for 123 Grand Street including A1 -17, P1, and S1 - 4, and have created preliminary CAD floor plans of the portions of the basement and first floor that are expected to be used for archives. We have discussed the archive contents and space needs with the Archivist, Elizabeth McKean, who provided a drawing of a potential layout for the basement level. Based on the information from Ms. McKean we have prepared preliminary plans for the first and basement levels (attached). Whereas there had initially been discussions about plan modifications for the building department, at this time the proposed project is limited solely to the archives. We understand that the City wishes to disconnect the current ducted mechanical system from the proposed basement archive space, heat it electrically, and provide a dehumidification system.

## **Services to Be Provided**

We propose to proceed with this project through the following steps:

### **1. Confirm Existing Conditions**

- Check the dimensions in the CAD files that we created from the pdfs that were provided.
- Confirm the location of the reinforcing steel in the slabs and beams proposed to support the storage racks as well as the structure providing access to these areas. This will be performed by a testing laboratory with x-ray equipment to verify the as built locations.
- The as built locations will be compared to the design drawings for conformity. The slab and supporting floor beams and columns will be analyzed for the proposed loads of the storage systems.
- Perform calcium chloride moisture tests of the basement slab.
- Core the basement slab to test for salt content and strength. This will entail laboratory fees.
- Take one or more hand augured soil samples to determine the water table and moisture level beneath the slab. This will entail laboratory fees.
- Perform calcium chloride moisture tests of the foundation walls.
- Determine if there is any asbestos, lead or mold, and develop a remediation plan for those materials (performed by Environmental Consulting & Management Services, Inc.). This will entail laboratory fees.

**29 Thacher Park Road  
Voorheesville, NY 12186  
(518) 765-4571  
[www.Mitchell-Architects.com](http://www.Mitchell-Architects.com)  
[Bob@Mitchell-Architects.com](mailto:Bob@Mitchell-Architects.com)**



## 2. Remediation Plan

- Provide drawings and specifications for any remediation identified in the environmental report.
- Develop plans and specifications to minimize moisture/vapor entry through the foundation walls and slab.
- If structural reinforcement is required, provide drawings & specs as an additional service.

## 3. Architectural and Mechanical Plans

- Finalize plan details w/ Newburgh Archivist and the City. The expectation is to reuse existing shelving & cabinets.
- Develop plans and specifications for heating, ventilating, dehumidification, fire alarm and suppression for the archive space.
- Develop construction and bid drawings and specifications.

## 4. The City will bid the work and perform demolition, other than any required environmental remediation, which will be bid by the City.

## 5. MA and team will provide construction administration services for the work.

# Additional Services

## 1. Testing

- X-ray testing company services are an additional cost.
- Laboratory costs for coring and testing the slabs are an additional service.
- Laboratory costs for environmental testing are an additional service.

## 2. Structural Modifications

- If the slab testing reveals that any remedial measures are required recommendations will be provided in the form of contract documents for any reinforcing of the existing structure that will be required based on the analysis of the framing for the intended loads. A fee for this will be proposed when we know the extent of the required work.

# Team

- Mitchell Associates Architects – Principal Architect
- Kaestle Boos Associates, Inc. – Structural Analysis
- NLG Engineering, PC – Mechanical Electrical & Plumbing (MEP) design
- Environmental Consulting & Management Services, Inc. – Hazardous Materials Investigation

# Project Schedule

Our team can begin the work of this study in January, 2014. The design services should take approximately one month, subject to the City's ability to respond to our work product and delays that may be introduced by outside agencies, or the results of testing.

29 Thacher Park Road  
Voorheesville, NY 12186  
(518) 765-4571  
[www.Mitchell-Architects.com](http://www.Mitchell-Architects.com)  
[Bob@Mitchell-Architects.com](mailto:Bob@Mitchell-Architects.com)



## Fee for Services

We strongly believe that a professional must commit to the performance of a given scope of work for a given fee. Mitchell Associates Architects has never entered into an agreement for services based on a percentage fee. We are opposed to the use of fee structures that financially reward a professional for failing to maintain the client's budget.

Based on the above proposal, Mitchell Associates Architects and the team will furnish the scope of services for a lump sum of **Thirty Thousand Dollars (\$30,000.00)**.

## Additional Services Hourly Rates

- \* \$175.00/Hour, Principal
- \* \$150.00/Hour, Structural Engineer
- \* \$145.00/Hour, Architect
- \* \$135.00/Hour, Project Manager
- \* \$125.00/Hour, Senior Technician
- \* \$115.00/Hour, Draftsperson
- \* \$105.00/Hour, Support Staff
- \* Consultant -115% of Invoice

Hourly rates will increase automatically on January 1, 2015 and each January thereafter at a rate of \$5.00/ hour for each category as listed above.

## City Responsibilities

The City will designate a representative to work with MA and the team. Should MA determine that any physical testing of the existing building is required, the City will bear the cost of such testing. MA will coordinate the work with regard to the testing.

## Terms and Conditions

This fee is based solely on the services proposed. These services will be defined in a standard American Institute of Architects Contract for Architectural Services. Additional services not provided for in this proposal will be billed at our hourly rates. Special printing, renderings, models, or photography will be billed at 115% of cost. Travel and food will be billed at cost. Mileage will be billed at the current federally recognized rate. Reimbursements for regularly repeated expenses are computed at 5% of the total contract amount. Billing will be monthly, based on the amount of work completed. Payment of invoice will be net 30 days.

Mitchell Associates Architects carries \$1 million of professional liability insurance. The contract will include our limit of liability clause.

RESOLUTION NO.: 15 - 2014

OF

JANUARY 27, 2014

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER  
TO EXECUTE AN AGREEMENT WITH THE COUNTY OF ORANGE  
TO PROVIDE FOR REIMBURSEMENT OF FUNDS TO  
THE CITY OF NEWBURGH WITH RESPECT TO CERTAIN  
URBAN RENEWAL PROJECTS FOR THE PERIOD  
OF JANUARY 1, 2014 TO DECEMBER 31, 2014  
IN THE AMOUNT OF THIRTY FIVE THOUSAND (\$35,000.00) DOLLARS

WHEREAS, the Orange County Department of Public Works (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an agreement, a copy of which is attached hereto and made a part hereof, to provide for the funding of certain urban renewal projects within the City for the year 2014; and

WHEREAS, the County shall provide the City a total annual sum not to exceed Thirty Five Thousand (\$35,000.00) Dollars for the completion of certain urban renewal projects; and

WHEREAS, such funds shall be used exclusively for the acquisition, rehabilitation, improvements and otherwise implementing and completion of urban renewal projects within the City's limits; and

WHEREAS, this Council has reviewed the attached agreement and has determined that entering into such agreement would be in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to execute the attached agreement with the County of Orange to provide for a total annual sum not to exceed Thirty Five Thousand (\$35,000.00) Dollars in order to obtain the available funding for certain urban renewal projects.

**AGREEMENT  
BETWEEN THE  
COUNTY OF ORANGE  
AND  
THE CITY OF NEWBURGH  
FOR THE FUNDING OF CERTAIN  
URBAN RENEWAL PROJECTS, AS FURTHER DEFINED HEREIN**

This **Agreement** for funding certain Urban Renewal Projects, hereinafter "**Agreement**," represents the entire understanding between the parties hereto the **County of Orange**, a municipal corporation organized and existing under the laws of the State of New York, with its principle offices at 255 – 275 Main Street, Goshen, New York 10924, hereinafter referred to as the "**County**" and, the **City of Newburgh** with its principle offices at 83 Broadway, City Hall, Newburgh, New York 12550, hereinafter referred to as the "**City**." Further, the parties hereto agree as follows:

**WHEREAS**, the **County** and the **City** share a commitment to the rehabilitation and revitalization efforts in Orange County, and

**WHEREAS**, the **County** shall provide to the **City** a total annual sum of **THIRTY FIVE THOUSAND (\$35,000.00) DOLLARS**, for completing the activities enumerated in this **Agreement** and performed during the period of **January 1, 2014 to December 31, 2014**. These funds shall be used exclusively for the acquisition, rehabilitation, improvements, and otherwise implementing and completion of urban renewal projects within the **City's** limits and as described herein (Exhibit A). The **County** shall have no obligation to the **City** beyond the payment of these monies in accordance with the terms and conditions of this **Agreement**, and

**NOW, THEREFORE**, it is mutually agreed by and between the **County** and the **City** that:

1. The **County** will pay to the **City**, for the Capital Improvements, an annual amount, not-to-exceed **THIRTY FIVE THOUSAND (\$35,000.00) DOLLARS**. The **City** shall submit any and all documentation in support of such expenditures or the **County** may require fees under this **Agreement** as so that it may evaluate the reasonableness of the charges. All such requests shall be reasonable in time and scope; and
2. Proceeds shall be paid to the **City** for eligible costs based upon approved requests for payments. All requests for payments shall be directed to the Orange County Department of Public Works. Each request for payment shall include an itemization of all monies due for eligible costs, labor performed and/or materials supplied for the period covered by the request, a statement describing the eligible expenses, work that was performed using such labor and material, and a release of liens by subcontractors, laborers or material suppliers. Other appropriate receipts, invoices, bills or other documentation evidencing the expenditures to be reimbursed shall be appended to the request forms. As a condition of receiving payment, the **City** shall deliver to the **County** complete releases from all

relevant contractor's, laborers, or suppliers. Once the releases have been obtained and the Department of Public Works has certified that all work has been completed or that the total sum made available from the **County** has been expended payment may be made to the **City**. The **County** will not withhold a payment, without cause, for more than **THIRTY (30) DAYS** after a request for payment but, the **County** shall not be restricted from withholding payment for cause, as determined by the Department of Public Works including but not limited to that in the judgement of the Department of Public Works, after consultation with the Orange County Department of Law and the County Executive, the funds available, from all sources whatsoever, to complete the project, are insufficient to do so. The **County** will use its best efforts to make all payments due the **City** within 15 business days of receiving an approved payment request.

3. The **City** agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this **Agreement**. The **City** agrees to retain all books, records, and other documents relevant to this **Agreement** for six (6) years after the payment or termination of this **Agreement**, whichever occurs later. **County**, State and/or Federal auditors, and any other persons duly authorized by the **County**, shall have full access and the right to examine any of said materials during said period; and
4. All provisions of Federal, State and local laws, rules, regulations and ordinances governing non-discriminatory practices; warranties against collusion; solicitation or procurement; warranties against conflicts of interest and compliance with applicable ethics laws; confidentiality; fair practices and other legally imposed safeguards shall apply; and
5. This **Agreement** shall be subject to such further agreements or amendments, as the parties deem appropriate and necessary. Neither party shall assign or subcontract its duties, practices or responsibilities to a third party without the express written permission of the other. Neither party shall be a subrogee of the other, nor be responsible to defend, indemnify or hold harmless the other as to third parties but for their own errors, acts and omissions which causes the other party to suffer a loss; and
6. The **County** shall have the right to terminate this **Agreement** at any time without recourse and, upon thirty- (30) days written notice to the other. Should the **County** terminate this **Agreement** prior to its expiration date for reasons other than **City's** default, the **County** shall pay unto the **City** the earned portion of the total contract **Agreement**; and
7. The **County** shall have no liability under this **Agreement** to the **City** or, to anyone, beyond funds appropriated and available for this **Agreement**; and
8. The **City** shall provide proof of Workers' Compensation and Disability Coverage's as required by the New York State Worker's Compensation Board and same shall be attached to this **Agreement**; and

9. This **Agreement** shall be governed by the laws of the State of New York. The **City** shall render all services under this **Agreement** in accordance with all applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such services are rendered; and
10. The rights and obligations of the parties, and their respective agents, successors and assigns, if any, shall be subject to and governed by this **Agreement** as well as any amendments or attachments thereto; and
11. The acceptance by the **City** or its assignees of the payment under this **Agreement**, whether by invoice, judgment of any court of competent jurisdiction, or administrative means, shall constitute as a general release to the **County** from any and all claims of the **City** out of the performance of this **Agreement**.

**IN WITNESS WHEREOF**, the **COUNTY** has caused this **Agreement** to be signed by its County Executive, and the **City** has caused the same to be executed by its Council, pursuant to Resolution of its **City** Council, adopted \_\_\_\_\_.

**CITY OF NEWBURGH:**

**COUNTY OF ORANGE:**

\_\_\_\_\_  
**James A. Slaughter**  
**Interim City Manager**

\_\_\_\_\_  
**Steven M. Neuhaus**  
**County Executive**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

STATE OF NEW YORK WORKERS' COMPENSATION BOARD

**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP  
SELF-INSURANCE**

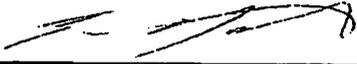
<b>1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only)</b>  City of Newburgh 83 Broadway Newburgh, NY 12550	<b>1d. Business Telephone Number of Business referenced in box "1a"</b>  845-569-7303
<b>1b. Effective Date of Membership in the Group</b> <u>03/01/2008</u>	<b>1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"</b>
<b>1c. The Proprietor, Partners or Executive Officers are</b>  <input type="checkbox"/> included (only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded	<b>1f. Federal Employer Identification Number of Business referenced in Box "1a"</b>
<b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder)</b>  County of Orange Goshen, NY 10924	<b>3. Name and Address of Group Self-Insurer</b>  NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE CLAIMS ADMINISTERED BY: WRIGHT RISK MANAGEMENT 333 EARLE OVINGTON BLVD., SUITE 505 UNIONDALE, NY 11553-3524

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in box "2". The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

*If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.*

**Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.**

Certified by: Eric Hartcorn 07/01/2012 - 06/30/2013  
 (Print name of authorized representative of the Group Self-Insurer) Date

Certified by:   
 (Signature)

Title: PROGRAM MANAGER

Telephone Number 516-750-9409



**Certificate of Attestation of Exemption  
From New York State Workers' Compensation  
and/or Disability Benefits Insurance Coverage**

**\*\*This form cannot be used to waive the workers' compensation rights or obligations of any party.\*\***

The applicant may use this Certificate of Attestation of Exemption ONLY to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may NOT use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

<p align="center"><b>In the Application of (Legal Entity Name and Address):</b></p> <p>CITY OF NEWBURGH CITY HALL 83 BROADWAY NEWBURGH, NY 12550 PHONE: 845-569-7340 FEIN: XXXXX2329</p>	<p align="center"><b>Business Applying For:</b></p> <p>OTHER: FUNDING FOR CERTAIN URBAN RENEWAL PROJECTS 2013</p> <p>From: ORANGE COUNTY</p>
--	--

**Workers' Compensation Exemption Statement:**

The applicant is NOT applying for a workers' compensation certificate of attestation of exemption and will show a separate certificate of NYS workers' compensation insurance coverage.

**Disability Benefits Exemption Statement:**

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY BENEFITS INSURANCE COVERAGE** for the following reason:  
The applicant is a political subdivision that is legally exempt from providing statutory disability benefits coverage.

I, RICHARD F. HERBEK, am the CITY MANAGER with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

<b>SIGN HERE</b>	Signature: <i>Richard F Herbek</i>	Date: <i>2/28/13</i>
Exemption Certificate Number <b>2013-010531</b>		Received <b>February 27, 2013</b> NYS Workers' Compensation Board

RESOLUTION NO.: 16 - 2014

OF

JANUARY 27, 2014

A RESOLUTION AUTHORIZING THE AWARD OF A  
BID FOR THE CONSTRUCTION AND DELIVERY OF  
A 2014 TRIPLE COMBINATION PUMPER TRUCK FOR THE  
CITY OF NEWBURGH FIRE DEPARTMENT  
AT A COST OF \$399,909.00

WHEREAS, the City of Newburgh has duly advertised for bids for the construction and delivery of a 2014 Triple Combination Pumper Truck for the Fire Department; and

WHEREAS, three bids were received and opened; and

WHEREAS, such bids were reviewed by the Fire Department mechanic, senior officers and the Fire Chief; and

WHEREAS, it has been determined that such bid should be awarded to Campbell Freightliner of Orange County, LLC, as representative of Spartan ERV Fire Apparatus, as the lowest responsible bidder, at a cost of Three Hundred Ninety Nine Thousand Nine Hundred Nine and 00/100 (\$399,909.00) Dollars, including the trade of an existing 1990 Seagrave Pumper; and

WHEREAS, funding shall be derived from H1.3412.0202.8101.2013; and

WHEREAS, this Council has determined that awarding such bid is in the best interests of the City of Newburgh and the safety of its residents;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that Campbell Freightliner of Orange County, LLC, as representative of Spartan ERV Fire Apparatus, be and is hereby awarded the bid for the construction and delivery of a 2014 Triple Combination Pumper Truck for the City of Newburgh Fire Department at a cost of Three Hundred Ninety Nine Thousand Nine Hundred Nine and 00/100 (\$399,909.00) Dollars.

RESOLUTION NO.: 17 - 2014

OF

JANUARY 27, 2014

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER  
TO ENTER INTO AN AGREEMENT WITH PEC GROUP OF  
NEW YORK, INC. TO PROVIDE FOR SECURITY SERVICES IN CITY HALL

WHEREAS, the City of Newburgh has duly advertised for bids to provide for security services for City Hall; and

WHEREAS, a total of 16 bids were received and opened; and

WHEREAS, such bids were reviewed by the appropriate and necessary staff; and

WHEREAS, it has been determined that such bid should be awarded to PEC Group of New York, Inc., as the most responsive bidder; and

WHEREAS, such services shall be rendered at the rate of Eighteen and 55/100 (\$18.55) Dollars per hour straight time and Twenty Seven and 57/100 (\$27.57) Dollars per hour for overtime, and in accordance with the bid proposal and specifications attached hereto and made a part hereof; and

WHEREAS, funding for such services shall be derived from A.1620.0448; and

WHEREAS, this Council has determined that awarding such bid is in the best interests of the City of Newburgh and the safety of its residents and employees;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and is hereby authorized to enter into an agreement, subject to terms and conditions as may be required by the Corporation Counsel, with PEC Group of New York, Inc. to provide for security services in City Hall.

# **BID PROPOSAL**

Due date: November 21, 2013; prior to 11:00am

For

## **Bid for Security Services- Bid # 10.13**

for

### **CITY OF NEWBURGH**

83 Broadway – 4<sup>th</sup> Floor  
Newburgh, NY 12550

by:

### **PEC GROUP OF NEW YORK, INC.**

935 South Lake Blvd. Suite 7

Mahopac, NY 10541

Tel.: 845-803-8478

Fax: 845-803-8463

E-mail: [office@pecsecurity.com](mailto:office@pecsecurity.com)

Web-Site: [www.pecsecurity.com](http://www.pecsecurity.com)





November 11, 2013

City of Newburgh  
Attn: John J. Aber, City Comptroller  
83 Broadway – 4<sup>th</sup> Floor  
Newburgh, NY 12550

Subject: Proposal in response to Bid for Security Services – Bid # 10.13

Mr. Aber

Thank you for providing PEC Group of N.Y., Inc. the opportunity to participate in Bid # 10.13. We have carefully reviewed the Bid specifications and are familiar with and experienced in providing the scope of work listed therein.

PEC Group of NY, Inc. has been operating in New York State since 1996. We are ready, willing and able to provide quality and timely security services as specified in the bid documents. We have a proven track record in providing security guard services to state and local government agencies, healthcare facilities, public utility services, transportation hubs and commercial customers throughout the state of New York. The scope of this project falls within our abilities. We are up to the task and will protect the City of Newburgh's facilities, employees, visitors, and its assets.

If you have any questions regarding the enclosed, please do not hesitate to contact us. You can reach our Director of Operations, Thomas Roche, at our corporate offices at 845 803-8478, via facsimile 845 803-8463 or via email at [troche@pecsecurity.com](mailto:troche@pecsecurity.com). PEC is looking forward to hearing from you and the opportunity to work with you in the future.

Sincerely,

A handwritten signature in blue ink that reads "Pauline Chahales". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Pauline Chahales  
President

Enclosures



## ***ORGANIZATIONAL OUTLINE***

### ***KEY PERSONNEL***

PEC's key personnel begin with the Company's founder and Chief Executive Officer, Pauline Chahales. Ms. Chahales has personally trained and evaluated each and every person hired by PEC, to ensure the best standards for customer satisfaction and our company's reputation.

Michael Colasuonno - Vice President – His professional background reflects a multiple range of financial experience, administrative functions as well as law enforcement experience.

Thomas Roche – Director of Operations - Over 20 years experience in Loss Prevention, Contract Security, Personal Protection and Event Security. Tom spent over a decade as a Director of Loss Prevention and Area Training Director for major hospitality companies in New York City. Tom specializes in providing solutions in the areas of Risk Management, Accident Prevention, Loss Prevention, Security Surveys, Standard Operating Procedure Manuals, Quality Assurance, CCTV and Alarm Systems and overall Security Operations.

Rafael Valle – Operations Manager – He has successfully implemented the staffing and start-up of various PEC clients. He also oversees the daily function of all guard personnel.

Meral Zecca - Office Manager – Oversees the daily office functions, including security officer licensing and compliance, HR management and customer service.



## ***STAFFING***

PEC has the advantage of selecting proficient and professional security guards through our relationships with several NYS licensed security guard training schools. This allows us to recruit guards that are previously licensed and have prior security experience. We ensure that our guards are ready to perform their duties with effectiveness and professionalism by providing them with several hours of orientation training focused on the needs and challenges they may meet at their respective worksite. All PEC security guards stationed at Peekskill City School District facilities will meet all mandated licenses and certifications required by NYS to perform security duties; these certifications are stored on file in our corporate office in Mahopac, NY, and are made available to our clients. PEC monitors the performance of its employees closely and ensures that each security guard meets the qualifications of the company and the clients' needs.

Our security officers have extensive experience and training on all levels of security which meet and frequently exceed the mandated state requirements. We place heavy emphasis on public safety, evacuation, identifying suspicious parcels and the importance of being alert at all times. Additionally, customer service is an important component of our training.

All PEC guards must demonstrate the following:

- Knowledge of communications procedures and the ability to speak the English language in a clear, distinct, and understandable manner (during radio/phone communications and public encounters)
- Knowledge of guard services
- Basic skills to operate a computer and applicable software
- Ability to read, understand, and apply printed procedures, rules, instructions, detailed reports and messages. Also to compose and write clear, concise, accurate and detailed reports and messages (in English)
- Ability to maintain poise and self-control under stress
- Ability to deal with the general public, customer employees, and other law enforcement agencies over the telephone, radio, and in person.
- Knowledge of varied communications equipment
- Knowledge of the use of a mobile patrol vehicle



## ***LEVEL OF FIELD SUPERVISION AND ABILITY TO SUPERVISE***

PEC hires managers, supervisors and personnel who are qualified to meet the company and customer's expectations. PEC monitors the performance of its employees closely. Our employees are provided with the tools and training to do their jobs and an environment conducive to customer satisfaction.

PEC's joint Operations Management team is Director of Operations, Thomas Roche, and Operations Manager, Rafael Valle. Together they have successfully coordinated and implemented the start-up and staffing for many of PEC's clientele; specifically Onondaga County's Centro Transportation Authority, several Department of Motor Vehicles and Department of Labor sites located throughout the state, including the five boroughs of NYC, emergency armed security coverage for several months at locations throughout the five boroughs of NYC and Long Island during recovery efforts for Super Storm Sandy, and Golden Hill Health Care Center in Kingston, NY. They are responsible for scheduling and overseeing all client locations, ensuring sites are properly manned with the best qualified personnel possible, as well as hiring all security guards. In addition, Tom and Rafael are on call 24 hours a day, 7 days a week, to handle any emergency situation. Tom and Rafael are the company's main liaisons for all PEC accounts. They maintain an on-going relationship with the clients and resolve any issues that may arise.

In addition PEC presently has Account Managers, Area Supervisors and Field Supervisors in place to manage field operations at our sites. Our supervisory personnel visit all PEC client locations to ensure that all guards are at their posts, properly dressed, and presentable. They have successfully maintained an open dialogue with the guards, allowing for a safe and conducive work environment for PEC guards.

Lionel Flores – Account Manager – Lionel serves as the main point of contact for PEC's largest accounts, and excels at customer service by consistently visiting clients and addressing issues quickly and efficiently. Lionel manages hiring, scheduling and training for all officers employed at these accounts.

Charles Shultz – Area Supervisor – Charles manages scheduling and performs quality assurance inspections of all PEC client sites in the Capital Region of New York.

Jason Rivera – Field Supervisor – Jason manages scheduling, conducts site specific training and performs overnight inspections at PEC client sites.



## REFERENCES

### Related Management

**Name of Property:** Bourne & Kenney Apartments  
**Location:** 150 Smith ST, Newburgh, NY 12550  
**Contact:** Christine Scolfield  
**Phone Number:** (845) 863-0319  
**Length of Service:** 6 years  
**Service description:** Unarmed uniformed security officers at stationary lobby post; provide access control, check resident credentials, qualify visitors, prevent loitering, report safety and security defects, complete daily logs and incident reports.

### New York State Department of Motor Vehicles

**Name of Property(s):** Department of Motor Vehicles  
**Location(s):** 224 South Pearl ST Albany, NY 12207;  
1045 Park ST, Peekskill, NY 10566  
Multiple locations throughout NYC 5 Boroughs  
**Contact:** Edwin Lake  
**Phone Number:** (518) 474-0815  
**Length of Service:** 3 years  
**Service Description:** Unarmed uniformed security officers monitoring the general public, preventing unauthorized access to sensitive areas, greeting all patrons and visitors, monitoring CCTV systems, maintain daily event logs and submitting reports, handling patron inquiries and responding to calls for assistance.

### Capital District Transit Authority

**Name of Property:** Rensselaer Rail Station  
**Location:** 525 East ST, Rensselaer, NY 12144  
**Contact:** Rick Vines  
**Phone Number:** (518) 437-8385  
**Length of Service:** 3 years  
**Service Description:** Unarmed uniformed security officers monitoring the general public, parking areas and grounds; detailed inspections include the interior and exterior of the facility, checking emergency equipment, as well as working with the vendors and employees based at the station and emergency response personnel in the event of emergencies.

### Centro

**Name of Properties:** Intermodal Transportation Center; Centro Transit HUB; Parking Lots  
**Locations:** 131 Alliance Bank Pkwy; 200 Cortland Ave.; I-81 Lots, Syracuse, NY  
**Contact:** Mike Walsh  
**Phone Number:** (315) 442-3370  
**Length of Service:** 11 months  
**Service Description:** Unarmed uniformed security officers monitoring the general public and patrons of transportation facilities, parking areas and grounds; detailed inspections of the interior and exterior of the facility, working with vendors and employees at these locations and emergency response in the event of emergencies.

**BID FORM**

for

Security Services – Bid #10.13

City of Newburgh, New York

Business Name: PEC Group of NY, Inc.

Business Address: 935 S. LAKE BLVD., Suite 7

MAHOPAC New York 10541

Contact Person's Information:

Name and Title: Pauline Chahales, President

Phone and Fax: Phone: (845) 803-8478 Fax (845) 803-8463

Email Address: Pauline@PECSECURITY.COM

Does this business have a minority, women's, disadvantage or small business status?  Yes  No

ITEM	DESCRIPTION	RATE - PER HOUR
1	Unarmed Guard - Regular Rate	\$ 18.55
2	Unarmed Guard - Overtime Rate	\$ 27.57
	<b>Grand Total</b> (Sum of Items 1 and 2)	46.12

The undersigned proposes to furnish and deliver the services described in this Invitation for Bid in accordance with the specifications annexed hereto at the prices stated within the Bid Form submitted. The individual submitting this Bid on behalf of his or her firm certifies by his or her signature below that:

- he or she understands and has complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the restricted period.
- he or she acknowledges that they have read, understand and agree to all aspects of the Specifications as presented without reservation or alteration.
- he or she is duly authorized to submit the Bid on behalf of the business entity indicated above.

By:  Date: 11/18/13  
Signature of Representative (Blue Ink)

Name and Title: Pauline Chahales, President

**Addenda Confirmation:** Complete this section for any and all addendum/addenda, if issued.

Addendum # 1 - Received 11-8-13, 2013 Initialed by person signed above pe

Addendum #     - Received                     , 20    Initialed by person signed above    

Addendum #     - Received                     , 20    Initialed by person signed above

BID FORM

NON-COLLUSION BIDDING AFFIDAVIT

CITY OF NEWBURGH, NY

STATE OF NEW YORK )
COUNTY OF PUTNAM ) SS:

I, Pauline Chahales of the (Town, Village, City) of Mahopac in the County of PUTNAM and the State of New York of full age, being duly sworn according to law on my oath depose and say that:

I am Pauline Chahales, an officer of the firm of PEC Group of NY, Inc the Bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that said Bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh, NY as Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by PEC Group of NY, Inc (Name of Contractor)

Subscribed and sworn to

Pauline Chahales (Signature)
(Also type or print name and title of affiant under this signature)
Pauline Chahales, President

before me this 18th day of November, 2013

Wendy A. Laguna
Notary Public of

My commission expires: Jan 21, 2015

AFFIX NOTARY SEAL OR STAMP IN THIS BOX
Wendy A. LAGUNA
Notary Public-State of New York
No. 01LA5071622
Qualified in Putnam County
Commission Expires Jan. 21, 2015

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS AND SUBMITTED WITH BID

RESOLUTION NO.: 18 - 2014

OF

JANUARY 27, 2014

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER  
TO EXECUTE AN AMENDMENT TO AN AGREEMENT BETWEEN  
THE CITY OF NEWBURGH AND MESH REALTY GROUP, INC.  
TO PROVIDE FOR THE CONTINUATION OF RESIDENTIAL PROPERTY  
MANAGEMENT SERVICES

WHEREAS, the City Council, by Resolution No.: 27-2013 of January 28, 2013, authorized the execution of an agreement with MESH Realty Group, Inc. for residential property management services; and

WHEREAS, such agreement expired on December 31, 2013; and

WHEREAS, the City of Newburgh wishes to continue with property management services; and

WHEREAS, it is appropriate and necessary to execute the attached Amendment to the agreement to provide for a one (1) year extension of services retroactively from January 1, 2014 to December 31, 2014; and

WHEREAS, such Amendment is subject to the same terms and conditions of the April 1, 2013 agreement with the exception of a One (\$1.00) Dollar increase in labor costs as provided for in Paragraph 2e of the original agreement; and

WHEREAS, this Council has examined such Amendment and has determined that entering into the same is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and is hereby authorized to execute the attached Amendment to an agreement between the City of Newburgh and MESH Realty Group, Inc. to provide for the continuation of residential property services.

**AGREEMENT BY AND BETWEEN**  
**THE CITY OF NEWBURGH, NEW YORK**  
**AND**  
**MESH REALTY GROUP, INC.**

**DATED:** \_\_\_\_\_

This Addendum to the Agreement dated April 1, 2013 is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between MESH Realty Group, Inc. (AGENT), a New York corporation having its principal place of business at 77-79 Broadway, Newburgh, New York and the City of Newburgh, New York (OWNER), a municipal corporation with offices at 83 Broadway, Newburgh, New York 12550:

In consideration of the mutual covenants set forth below, agent and owner agree as follows:

1. APPOINTMENT OF AGENT

Owner hereby appoints agent as the exclusive representative of owner to manage and operate various properties located in the City of Newburgh, County of Orange, and State of New York. A list of these properties is attached to this Agreement in a Schedule "A," and may be amended from time to time.

2. Paragraph 2e of the Agreement dated April 1, 2013 is hereby amended as follows:

2e Expenses. From rental proceeds, agent shall (1) pay for advertising, (2) pay all utility and customary bills, (3) pay salaries of persons employed on the premises, including but not limited to resident managers and assistants clerks and maintenance personnel, (4) purchase supplies, and (5) cause to be made and pay for such maintenance, repairs and alterations as may be required for proper operation of the properties. The maintenance and repairs shall be billed at the rate of **\$36.00** per hour. Repairs greater than \$1,000.00 require permission of owner. Further major repairs will first be offered to the Department of Public Works to perform on behalf of the City. If unavailable to do such repairs, the work will be done by contractors hired by Mesh Realty Group, Inc.

3. TERM AND TERMINATION

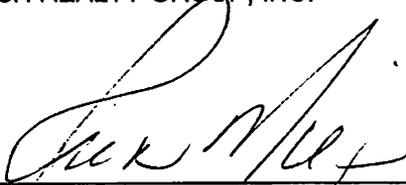
The term of this agreement shall commence on the 1<sup>st</sup> day of January, 2014 and shall end on the 31<sup>st</sup> day of December, 2014, unless sooner terminated by either party. Termination may be effected at any time by either party on thirty (30) days prior written notice.

4. This Addendum, together with the April 1, 2013 Agreement contains the entire agreement between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the parties.

Accepted by:

MESH REALTY GROUP, INC.

CITY OF NEWBURGH, NY

  
\_\_\_\_\_  
Name: RICK MILTON  
Title: *Vice President*  
Date: *1/17/2014*

\_\_\_\_\_  
Name: JAMES A. SLAUGHTER  
Title: Interim City Manager  
Date: \_\_\_\_\_

## SCHEDULE "A"

1. 162 Broadway
2. 205 Broadway
3. 266 Carpenter Avenue
4. 66 Carson Avenue
5. 95 Carson Avenue
6. 34 Carter Street
7. 36 Carter Street
8. 35 Concord Street
9. 100 Courtney Avenue
10. 55 Farrington Street
11. 246 First Street
12. 63 Grove Street
13. 70 Grove Street
14. 72 Hasbrouck Street
15. 81 Henry Avenue
16. 44 Johnes Street - 58-1-1.-10
17. 44 Johnes Street - 58-1-1.-21
18. 25 Johnston Street
19. 39 Johnston Street
20. 64 Johnston Street
21. 112 Johnston Street
22. 120 Johnston Street
23. 34 Lander Street
24. 194 Lander Street
25. 8 Larter Street
26. 61 Liberty Street, W.H.
27. 279 Liberty Street
28. 16 Lutheran Street
29. 119 Montgomery Street
30. 164 N. Miller Street
31. 318 N. Montgomery Street
32. 15 ½ Overlook Place
33. 13 Poplar Street
34. 230 Prospect Street
35. 231 Prospect Street
36. 170 Renwick Street
37. 175 Renwick Street
38. 182 Renwick Street
39. 184 Renwick Street
40. 7 Richman Avenue
41. 19 S. Miller Street

## SCHEDULE "A"

- 42. 24 S. Miller Street
- 43. 30 S. Miller Street
- 44. 37 S. Miller Street
- 45. 53 S. Robinson Avenue
- 46. 204 South Street
- 47. 11 Van Ness Street
- 48. 143 Washington Street
- 49. 350 Water Street, Unit 7-9
- 50. 81 West Street
- 51. 72 William Street
- 52. 126 William Street

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