
**STATE OF NEW YORK
PROJECT OWNER
AGREEMENT**

DOS Contract No.: C1001292

County: Cortland

THIS AGREEMENT, entered into this the _____ day of _____, 20 ____, by THE PEOPLE OF THE CITY OF CORTLAND, hereinafter referred to as "City", acting by and through the Department of Public Works, pursuant to the Highway Law, and

an individual conducting business as

a partnership, consisting of

a corporation organized and existing under the laws of the State of _____

the location of whose principal office is _____ hereinafter called the "Contractor".

WITNESSETH: That the City and the Contractor for the consideration hereinafter named agree as follows:

ARTICLE 1. WORK TO BE DONE. The Contractor shall (a) furnish all the materials, appliances, tools and labor of every kind required, and construct and complete in the most substantial and skillful manner, the construction, improvement or reconstruction of the project on or before the completion date of the 31ST day of December, 2023 as further described in Article 4, and as generally identified and shown on the contract plans entitled:

**DOWNTOWN/MAIN STREET REVITALIZATION
AND UTILITY IMPROVEMENT PROJECT**

in accordance with the "Standard Specifications" of the New York State Department of Transportation, which contain the information for bidders; proposal form, contract agreement, and bonds; and payment Items; and (b) do everything required by the Contract and/or Contract Documents as defined herein.

The Contractor further agrees their bid proposal is not based upon the assumption that any specifications, traffic restrictions, scheduling or phasing/staging requirements will be waived; an extension of Contract Completion Date will be granted; a labor dispensation will be granted; substitution of non-approved products, alternatives or claimed functional equivalents for specified construction materials and methods will be allowed; or any Value Engineering Change Proposals will be approved.

ARTICLE 2. DOCUMENTS FORMING THE CONTRACT. The Contract (and Contract Documents) shall be deemed to include the advertisement for proposals; the contract proposal, including Special Notes and Special Specifications contained therein; the contractor's proposal; the Equal Employment Opportunity (EEO) participation goals; the Disadvantaged Business Enterprise (DBE) participation goals; the Minority/Women Business Enterprise (M/WBE) participation goals, the contract agreement; the base line data; the "Standard Specifications" including all addenda thereto identified in the contract proposal; the Standard Sheets; the plans; any amendments issued prior to the date of proposal submission, and all provisions required by law to be inserted in the contract whether actually inserted or not. Whenever separate publications are referenced in the Contract Documents it shall mean those, as amended, which are current on the date of advertisement for bids.

ARTICLE 3. EXAMINATION OF DOCUMENTS AND SITE. The Contractor agrees that before making its proposal it carefully examined the contract documents, together with the site of the proposed work, as well as its surrounding territory, and is informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract, including the existence of poles, wires, pipes and other facilities and structures of municipal and other public service corporations on, over or under the site, except

latent conditions that meet the requirements of §104-03 *Differing Site Conditions*, and that its information was secured by personal and other investigation and research.

ARTICLE 4. DATE OF COMPLETION. The Contractor further agrees that it will begin the work herein embraced within ten days of the effective date hereof, unless the consent of the City, in writing, is given to begin at a later date, and that it will prosecute the same so that it shall be entirely completed and performed on or before the completion date shown in Article 1.

No extension beyond the date of completion fixed by the terms of this contract shall be effective unless in writing signed by the City. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the City, which may include the assessment of liquidated damages and a charge for engineering and inspection expenses actually incurred upon the work, including engineering and inspection expenses incurred upon the work by railroad companies on contracts for grade crossing elimination. Notice of application for such extension shall be filed with the City Engineer within which the highway under construction is located at least fifteen days prior to the date of completion fixed by the terms of this agreement.

ARTICLE 5. ALTERATIONS AND OMISSIONS. The said work shall be performed in accordance with the true intent and meaning of the contract documents without any further expense of any nature whatsoever to the City other than the consideration named in this agreement.

The City reserves the right, at any time during the progress of the work, to alter the plans or omit any portion of the work as it may deem reasonably necessary for the public interest- making allowances for additions and deductions with compensation made in accordance with the Standard Specifications, for this work without constituting grounds for any claim by the contractor for allowance for damages or for loss of anticipated profits, or for any variations between the approximate quantities and the quantities of the work as done.

ARTICLE 6. NO COLLUSION OR FRAUD. The Contractor hereby agrees that the only person or persons interested as principal or principals in the bid or proposal submitted by the Contractor for this contract are named therein, and that no person other than those mentioned therein has any interest in the above mentioned proposal or in securing of the award, and that this contract has been secured without any connection with any person or persons other than those named, and that the proposal is in all respects fair and was prepared and the contract was secured without collusion or fraud and that neither any officer nor employee of the City has or shall have a financial interest in the performance of the contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof. (See also §139-a and §139-b of the State Finance Law referred to in the Standard Specifications which are made a part of this contract.)

ARTICLE 7. CONTRACT PAYMENTS. As the work progresses in accordance with the contract and in a manner that is satisfactory to the City, the City hereby agrees to make payments to the Contractor therefore, based upon the proposal attached hereto and made a part hereof, as follows: The City shall once in each month and on such days as it may fix, determine the quantity of work completed and of material which has actually been put in place in accordance with the terms and conditions of the contract, during the preceding month, and compute the value thereof and pay to the Contractor the monies due as provided in §38(7) of the Highway Law. No monthly payment shall be rendered unless the value of the work completed equals 5% of the contract amount or \$1,000, whichever is the lesser. Semimonthly payments may be rendered provided (a) the value of the work performed in two successive weeks is more than \$50,000 or (b) the City Engineer deems it to be in the best interests of the City to do so. The Contractor shall not hold any retainage from any Subcontractor.

ARTICLE 8. NO PAYMENT DUE TO CONTRACTOR'S NON-COMPLIANCE. It is further agreed that so long as any lawful or proper direction concerning the work or material given by the City Engineer, or his/her representative, shall remain uncomplied with, the Contractor shall not be entitled to have said contract payment processed, nor shall any contract payment(s) be processed for work done or material furnished until such lawful or proper direction aforesaid has been fully and satisfactorily complied with.

ARTICLE 9. FINAL ACCEPTANCE OF WORK. When in the opinion of the City Engineer a Contractor has fully performed the work under the contract, the City Engineer shall recommend to the City the acceptance of the work so completed. If the City accepts the recommendation of the City Engineer, he/she shall thereupon by letter notify the Contractor, with copies to other interested parties, of such acceptance. Prior to the final acceptance of the work by the City or his/her designee, the contract work may be inspected, accepted and approved by other agencies and/or municipalities who will have jurisdiction of the work after final acceptance.

Final acceptance shall be final and conclusive except for defects not readily ascertainable by the City, actual or constructive, fraud, gross mistakes amounting to fraud or other errors which the Contractor knew or should have known about as well as the City's rights under any warranty or guarantee. Final acceptance may be revoked by the City at any time prior to the issuance of the final check by the City upon the City's discovery of such defects, mistakes, fraud or errors in the work.

ARTICLE 10. FINAL PAYMENT. After the final acceptance of the work, the City's Engineer-In-Charge shall prepare a final agreement of the work performed and the materials placed and shall determine the value of such work and materials under and according to the terms of the contract. This final agreement shall be certified, as to its correctness, by the EIC. Upon approval of such final agreement by the City Engineer it shall be submitted to the City for final approval. The right, however, is hereby reserved to the County to reject the whole or any portion of the final agreement, should the said certificate of the EIC be found or known to be inconsistent with the terms of the agreement or otherwise improperly given. All certificates, upon which partial payments may have been made, shall be subject to correction in the final certificate or final agreement.

ARTICLE 11. RIGHT TO SUSPEND WORK AND CANCEL CONTRACT. It is further mutually agreed that if at any time during the prosecution of the work the City Engineer shall determine that the work upon the contract is not being performed according to the contract or for the best interest of the City, the execution of the work by the Contractor may be temporarily suspended by the City Engineer, who may then proceed with the work under his/her own direction in such manner as will accord with the contract specifications and be for the best interests of the City; or he/she may terminate the Contractor's employment under the contract while it is in progress, and thereupon proceed with the work, in affirmance of the contract, by contract negotiated or publicly let, by the use of his/her own forces, by calling upon the surety to complete the work in accordance with the plans and specifications or by a combination of any such methods; or he/she may cancel the contract and either readvertise or relet as provided in Section 38 of the Highway Law, or complete the work under its own direction in such a manner as will accord with the contract specifications and be for the interests of the City; any excess in the cost of completing the contract beyond the price for which it was originally awarded shall be charged to and paid by the Contractor failing to perform the work or its surety; all in pursuance of the provisions of Section 40 of the Highway Law.

Whenever the City determines to suspend or stop work under the contract, a written notice sent by mail to the Contractor at its address and to the sureties at their respective addresses, shall be sufficient notice of its action in the premises.

ARTICLE 12. DETERMINATION AS TO VARIANCES. In any case of any ambiguity in the plans, specifications or maps, or between any of them, the matter must be immediately submitted to the City Engineer, who shall adjust the same, and his/her decision in relation thereto shall be final and conclusive upon the parties.

ARTICLE 13. SUCCESSORS AND ASSIGNS. This agreement shall bind the successors, assigns and representatives of the parties hereto.

ARTICLE 14. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with §139-h of State Finance Law, the contractor hereby promises, asserts and represents that neither the contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration

Act of 1969, as amended, or the United States Export Administration Act of 1979, or the effective Regulations of the United States Department of Commerce promulgated under either act.

It is understood further that the City in awarding a contract does so in material reliance upon the promise and representation made by the Contractor in the forgoing paragraph and that such contract shall be rendered forfeit and void by the City if subsequent to the bid execution date, the Contractor or such owned or affiliated person, firm, partnership or corporation has been convicted of a violation of the aforesaid Acts or Regulations or has been found upon final determination of the United States Commerce Department or any other appropriate agency of the United States to have violated such Acts or Regulations.

The Contractor agrees to and shall notify the City Engineer of any such conviction or final determination of violation within five (5) days thereof.

ARTICLE 15. WRITTEN NOTICES.

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

Such notices shall be addressed to the individuals or titles named in the contract documents, or which are designated by the Contractor or the City at the pre-construction meeting, or which are designated by the City or the Contractor from time to time during the course of the Contract pursuant to Paragraph 3 herein.

2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

ARTICLE 16. CONTRACT PAYMENTS. The Contractor shall provide complete and accurate information and supporting documentation required by the Contract, the Agency and the Office of the State Comptroller (OSC). Payment will only be rendered electronically, unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment will be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The Contractor shall comply with OSC procedures to authorize electronic payments. Authorization forms are available at OSC's website at www.osc.state.ny.us/epay/index.htm, by e-mail at epunit@osc.state.ny.us, or by telephone at 855-233-8363. A Contractor that has not previously performed work for New York State will be provided a SFS Vendor ID. After obtaining a SFS Vendor ID, the Contractor shall contact the OSC Vendor Management Unit at www.osc.state.ny.us/vendor_management/index.htm to set up an eSupplier account, in order to track and manage payments. The Contractor will not receive payment under this Contract 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.

ARTICLE 17. SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT). During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (herein after referred to as the "Contractor") agree as follows:

(1) Compliance with Regulations. The Contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation of the United States 49 Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, and disability/handicap, or income status in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the contract covers a program set forth in 49 CFR 21 Appendix B.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and 49 CFR 21 relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to NYSDOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: (a.) withholding of payments to the Contractor under the contract until the contractor complies, and/or (b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the City, NYSDOT or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 18. CONFLICTS OF INTEREST. Included in paragraph 6 of the JURAT submitted with the bid, the Contractor has provided a Bidder Assurance of No Conflict of Interest or Detrimental Effect, signed by an authorized executive or legal representative attesting that the Contractor's performance of the services does not and will not create a conflict of interest with, nor position the Contractor to breach any other contract currently in force with the State of New York, that the Contractor will not act in any manner that is detrimental to any State or City project on which the Contractor is rendering services.

The Contractor hereby reaffirms the attestations made in its proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The Contractor shall have a duty to notify the City immediately of any actual or potential conflicts of interest. In conjunction with any subcontract under this Agreement, the Contractor shall obtain and deliver to the City, prior to entering into a subcontract, a Vendor Assurance of No Conflict of Interest or Detrimental Effect form,

signed by an authorized executive or legal representative of the subcontractor. The Contractor shall also require in any subcontracting agreement that the subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to the City a signed and completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form for each of its subcontractors prior to entering into a subcontract.

The City and the Contractor recognize that conflicts may occur in the future because the Contractor may have existing, or establish new, relationships. The City will review the nature of any relationships and reserves the right to terminate this Agreement for any reason, or for cause, if, in the judgment of the City, a real or potential conflict of interest cannot be cured.

ARTICLE 19. ETHICS REQUIREMENTS. The Contractor and its Subcontractors shall not engage any person who is, or has been at any time, in the employ of the State or City to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the “Ethics Requirements”). The Contractor certifies that all of its employees and those of its Subcontractors who are former employees of the State or City and who are assigned to perform services under this Contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Contractor or its Subcontractors and who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its Subcontractors derived from this Contract. The Contractor shall identify and provide the City with notice of those employees of the Contractor and its Subcontractors who are former employees of the City that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions. The City may request that the Contractor provide it with whatever information the City deems appropriate about each such person’s engagement, work cooperatively with the City to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The City shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The City shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

Establish a practice of obtaining a list of all staff proposed by vendors and reviewing it to identify any former City employees. If a former City employee is identified, review his/her employment history to ensure it is appropriate and allowable under the Public Officers Law.

- A. Disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Respondent or former officers and employees of the Agencies and their Affiliates, in connection with your rendering services enumerated in this solicitation. If a conflict does or might exist, please describe how your firm would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the Agencies of, and resolve any such conflicts.
- B. The Bidder shall disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, “Commission”), and if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.

ARTICLE 20 LICENSING. Any professional services regulated by Articles 145, 147, and 148 of the New York State Education Law to be performed under this Contract shall be performed by a professional licensed in accordance with such articles.

ARTICLE 21 D/M/WBE GOALS. D/M/WBE is a general term that refers to a Disadvantaged Business Enterprise (DBE), a Minority Business Enterprise (MBE), or a Women's Business Enterprise (WBE). The DBE Program applies to Federal-Aid contracts, and the MBE/WBE (M/WBE) Program applies to NonFederal-Aid contracts. The D/M/WBE goal for this Contract is shown in the Contract Proposal. The Contractor must make a good faith effort to meet this goal. See §102-12 D/M/WBE Participation for more information on the D/M/WBE program.

ARTICLE 22 INDEMNIFICATION. The Contractor shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of the Contractor in connection with its services under the Contract Documents. To the fullest extent permitted by law: (a) the Contractor shall indemnify, hold harmless, and release the City and/or the State of New York, any municipality in which the Work is being performed; and/or any public benefit corporation, railroad or public utility whose property or facilities are affected by the Work from suits, claims, actions, damages, and costs of every name and description resulting from the Work under this Contract and until the Final Acceptance thereof; (b) with respect to personal injury or property damage occurring after Final Acceptance and not covered by the indemnity in clause Article 22 (a), the Contractor shall indemnify, hold harmless, and release the City and/or the State of New York, any municipality in which the Work is being performed; and/or any public benefit corporation, railroad or public utility from suits, claims, actions, damages, and costs of every name and description resulting from negligent or otherwise tortious acts, errors or omissions of the Contractor in connection with its services under the Contract Documents; and (c) the Contractor shall indemnify, hold harmless, and release the City's Inspector from suits, claims, actions, damages, and costs involving personal injury and property damage resulting from the Contractor's Work under the Contract during its prosecution and until the Final Acceptance thereof. The Department may retain such monies from the amount due the Contractor as may be necessary to satisfy any claim for damages recovered against the City, any municipality in which the Work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the Work, or the City's Inspectors. The Contractor's obligation under this paragraph shall not be deemed waived by the failure of the Department to retain the whole or any part of such monies due the Contractor, or where such suit, action, damages, and/or costs have not been resolved or determined prior to release of any monies to the Contractor under the Contract. Such obligation shall not be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the Contractor, Subcontractors, the City, the State, any municipality in which the Work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the Work, or any City consultants or Contractors working relative to the Project.

The Contractor has the obligation, at its own expense, for the defense of any action or proceeding which may be brought against the parties specified in this Article. This obligation shall include the cost of attorney fees, disbursements, costs, and other expenses incurred in connection with such action or proceeding. The provisions of this Article shall survive the expiration or termination of the Contract.

Without limiting the generality of the foregoing, Contractor's obligation to indemnify, save harmless and release the Persons identified in this article specifically includes any suits, claims, actions, damages, and costs of every name and description resulting from any spill or release or threatened spill or release of a Hazardous Material (i) attributable to the negligence, willful misconduct or breach of contract by Contractor, its Subcontractors or agents, or (ii) which was brought onto the Site by Contractor or any of its Subcontractors or agents.

Notwithstanding the foregoing, the City reserves the right to join such action, at its sole expense, when it determines there is an issue involving a significant public interest.

Such obligation does not extend to those suits, actions, damages, and costs of every name which arise out of the sole negligence of the City, the State of New York, any municipality in which the Work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the Work of the Project, or any City consultants or Contractors working relative to the Project, their agents, or their employees.

ARTICLE 23 LIQUIDATED DAMAGES. Time is an essential element of the Contract, and it is important that

the Work be pursued vigorously to completion. The public is subject to detriment and inconvenience when full use of infrastructure cannot be made because of an incomplete Project. The Contractor agrees to the liquidated damages provisions as described in §108-03B.

ARTICLE 24 INDEPENDENT CONTRACTOR. The Contractor agrees to the terms as an Independent Contractor described in §107-01B.

ARTICLE 25 NO CONFLICT OF INTEREST. The Contractor hereby agrees that this Contract has been secured without any apparent or real conflict of interest that would (1) compromise the integrity and fairness of the procurement process; (2) create circumstances where the Contractor obtained or appeared to obtain an unfair competitive advantage through circumstances described in 23 CFR 1.33 and 23 CFR 636.116; or (3) compromise the interests of the City and the People of the State of New York.

The Contractor further agrees that the Contract was secured without collusion or fraud and that neither any officer nor employee of the City has or shall have a financial interest in the performance of the Contract or in the supplies, Work or business to which it relates, or in any portion of the profits thereof. (See also §139-a and §139-b of the State Finance Law.)

ARTICLE 26 FEDERAL REQUIREMENTS. For Federal-aid contracts, refer to the Contract Proposal for the required federal requirements (including FHWA Form 1273; Federal Prevailing Wage Rates; Goals for Equal Employment Opportunity (EEO) Participation; and Goals for Disadvantaged Business Enterprise (DBE) Participation).

ARTICLE 27 VENDOR RESPONSIBILITY.

1. The Contractor shall at all times during the contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
2. In addition to any and all other suspension rights provided elsewhere in this Contract, the Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.
3. In addition to any and all other termination rights provided elsewhere in this Contract, upon written notice to the Contractor and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

IN WITNESS WHEREOF, this agreement has been executed by City, acting by and through the City Engineer, and the Contractor or its appointed representative, who has executed this agreement on the day and year first written above.

[Contractor Firm Name]

Printed Name, Title

Signature

Agency Certification

CITY OF CORTLAND has undertaken an affirmative review of the proposed Contractor's responsibility in accordance with the standards outlined in the Office of the State Comptroller's Guide to Financial Operations, Chapter XI.16, and based upon such review, has reasonable assurance that the proposed Contractor is responsible.

All information provided with respect to the requirements contained in state Finance Laws 139J and 139K is complete, true and accurate. All requirements for state Finance Laws 139J and 139K have been met and the appropriate documentation is attached.

“In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.”

City Superintendent:

Approved _____
(Date)

(Signature) (Title)

THIS CONTRACT IS NOT TO BE EXECUTED OR BECOME EFFECTIVE UNTIL IT SHALL FIRST BE APPROVED BY THE CITY SUPERINTENDENT AND FILED IN HIS/HER OFFICE.

(Acknowledgment of individual contractor)

STATE OF NEW YORK ss. :

COUNTY OF _____

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

Notary Public

(Acknowledgment of co-partnership contractor)

STATE OF NEW YORK ss. :

COUNTY OF _____

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

Notary Public

(Acknowledgment of contractor, if a corporation)

STATE OF NEW YORK ss. :

COUNTY OF _____

On this ____ day of _____ 20 ____, before me personally came _____ to me known, and known to me to be the person who being duly sworn, did depose and say that he/she resides in _____ that he/she is the _____ of the _____ the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

Notary Public

**CITY OF CORTLAND
TRAFFIC SIGNAL UPGRADE PROJECT**

THIS AGREEMENT made and executed Wednesday June 15, 2022 by and between the **CITY OF CORTLAND**, a municipal corporation organized and existing under and by virtue of the laws of the State of New York having its principal office and place of business at 25 Court Street, Cortland, New York, hereinafter termed "**City**" and, hereinafter termed "**Contractor**", **Syracuse Signal Systems Inc.**, 410 Marcellus St Syracuse, NY 13204

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

1. The project to which this agreement applies is the traffic signal upgrade project for the City of Cortland; Pomeroy Street at Elm Street
2. Contractor shall provide all labor (including traffic control), materials, equipment, tools necessary to install 2 span poles with foundations, new LED light heads that match the existing signal configuration span wire microcomputer cabinet, all associated components (preferably McCain controller), wiring as well as new LED hand/man pedestrian signals with timers and push buttons that control pedestrians all possible direction. This venture will also include the removal and disposal of all existing equipment for a total of \$96,155.54.
3. Contractor agrees that it is familiar with the location and extent of the work to be done and that it shall not at any time plead misunderstanding or deception as a defense for failing to properly do the work.
4. That time is of the essence of this agreement and Contractor shall proceed with the utmost diligence and follow the schedule that was previously provided.
5. Contractor agrees to comply with all the provisions of the Labor Law and regulations of the State and Federal Government with respect to hours of employment and rate of wages. Contractor agrees that it will, prior to commencement of operations, secure compensation insurance for the benefit of and keep insured during the terms of this contract, all employees

engaged or to be engaged in the performance of this contract and agrees to hold the City harmless from any and all claims for compensation or injuries to said employees. Contractor agrees to furnish the City with satisfactory proof of a policy of insurance showing the 1,000,000.00 policy required prior to commencing operations hereunder. Upon failure to secure compensation insurance or keep the same in force, the City may at its option deem this contract voided.

6. Contractor shall comply with all laws, ordinances, rules and regulations of the federal, state and municipal authorities and departments relating to or affecting the work hereunder or any part thereof and shall at its own cost and expense, secure and obtain any and all permits and licenses that may be necessary in connection therewith.

7. Contractor shall assume and bear all the risk of damage to, or failure of, the work, and all risks of any accident or accidents from whatsoever cause arising, until the work herein provided shall have been fully completed and accepted by the City.

8. Contractor shall save and hold harmless the City from and against all suits or claims that may be based upon any alleged injury to any person or property that may occur, or that may be alleged to have occurred, in the course of the performance of this agreement by Contractor, whether such claims shall be made by an employee of Contractor, or by a third person, and whether or not it shall be claimed that the alleged injury was caused through the negligent act or omission of Contractor; and Contractor shall at its own cost and expense, pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the City in any such action or actions, Contractor shall at its own cost and expense, satisfy and discharge the same.

9. To the end that the City shall be protected in the manner as set forth in the immediate prior section, Contractor shall, simultaneously with the execution of this agreement, furnish proof of both accident and protection of work and property insurance protecting City and Contractor for such purpose by securing a policy of public liability insurance with a minimum single limit of One Million Dollars (\$1,000,000) for property damage and personal injury. The

Contractor must, upon execution of this agreement, supply a certificate of liability insurance with the City of Cortland named as an “additional insured”.

10. The City of Cortland shall pay Contractor for performance of this agreement the sum equivalent to quotations set forth in “*Schedule A*” of this agreement for the services required set forth by the City of Cortland. Amounts shall be calculated solely by the contractor on the basis of the entire desired proposal provided by a designee or agent from the Department of Public Works. Said sums shall be payable upon satisfactory completion in the judgment of the Department of Public Works City of the City of Cortland on a monthly basis.

11. If the Contractor should neglect to execute the work properly or fails to perform any provision of this agreement, the City, after three (3) days written notice to the Contractor, may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost or costs thereof from the payment then or thereafter due Contractor.

12. The **AGREEMENT** and no part thereof may be amended, including this paragraph, except upon written agreement reached by both parties hereto and executed in the same manner as this agreement.

13. Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer relevant questions concerning such transaction or contract:

(a) Such person, and any firm partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, works or service for a period of five years.

(b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine

or with any fire district or any agency of official hereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

14. This **AGREEMENT** shall bind the parties hereto, and their respective successors in interest and assigns.

15. Any dispute arising under the terms of this Agreement shall be resolved and interpreted according to the laws of the State of New York.

16. If any provision of the Agreement is determined to be invalid or unenforceable, such determination shall not affect the remainder of the contract, which shall remain in full force and effect.

17. Any litigation arising under this Agreement shall venue in the State of New York Supreme Court in and for the County of Cortland.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the day and year first written above.

SYRACUSE SIGNAL SYSTEMS INC

CITY OF CORTLAND

By _____

By _____

Scott Strachan

Scott Steve- Mayor

STATE OF NEW YORK:

ss

COUNTY OF CORTLAND:

On this _____ day of _____, 2022, before me personally came and appeared Scott Steve, to me known, who being by me duly sworn, did depose and say that he resides in the City of Cortland, New York; that he is the Mayor of the City of Cortland, the municipality described in and which executed the foregoing instrument; that he knows the seal of said City, that one of the impressions affixed to said instrument is an impression of such seal, that it was so affixed by order of the Common Council and that he signed his name thereto by like order.

Dated: _____

NOTARY PUBLIC

Seal

STATE OF NEW YORK:

ss

COUNTY OF CORTLAND:

On this _____ day of _____, 2022, before me personally came and appeared to me known, who, being by me duly sworn, did depose and say that he resides in _____, New York; that he executed the foregoing instrument and that he signed his name thereto by like order.

Dated: _____

NOTARY PUBLIC

**2022 CURB REPLACEMENT AND
ADA CURB RAMP INSTALLATION PROJECT**

THIS AGREEMENT made and executed on June 15, 2022 by and between the **CITY OF CORTLAND**, a municipal corporation organized and existing under and by virtue of the laws of the State of New York having its principal office and place of business at 25 Court Street, Cortland, New York, hereinafter termed "**City**" and, **ADHAN PIPING Co. Inc.**, hereinafter termed "**Contractor**", having its principal office and place of business at 1865 State Route 13, Cortland, NY 13045.

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

1. The project to which this agreement applies to is the removal and installation of curbing and the installation of ADA compliant curb ramps on various streets in the City of Cortland.

2. Contractor shall provide all labor (including traffic control), materials, equipment and tools necessary for removal and installation of curbing and the installation of ADA compliant curb ramps on various streets in the City of Cortland in the sum of \$775,000.00.

3. Contractor agrees that it is familiar with the location and extent of the work to be done and that it shall not at any time plead misunderstanding or deception as a defense for failing to properly do the work.

4. That time is of the essence of this agreement and Contractor shall proceed with the utmost diligence and follow the schedule of building accessibility that was previously provided.

5. Contractor agrees to comply with all the provisions of the Labor Law and regulations of the State and Federal Government with respect to hours of employment and rate of wages. Contractor agrees that it will, prior to commencement of operations, secure compensation insurance for the benefit of and keep insured during the terms of this contract, all employees engaged or to be engaged in the performance of this contract and agrees to hold the City harmless

from any and all claims for compensation or injuries to said employees. Contractor agrees to furnish the City with satisfactory proof of a policy of insurance showing the 1,000,000.00 policy required prior to commencing operations hereunder. Upon failure to secure compensation insurance or keep the same in force, the City may at its option deem this contract voided.

6. Contractor shall comply with all laws, ordinances, rules and regulations of the federal, state and municipal authorities and departments relating to or affecting the work hereunder or any part thereof and shall at its own cost and expense, secure and obtain any and all permits and licenses that may be necessary in connection therewith.

7. Contractor shall assume and bear all the risk of damage to, or failure of, the work, and all risks of any accident or accidents from whatsoever cause arising, until the work herein provided shall have been fully completed and accepted by the City.

8. Contractor shall save and hold harmless the City from and against all suits or claims that may be based upon any alleged injury to any person or property that may occur, or that may be alleged to have occurred, in the course of the performance of this agreement by Contractor, whether such claims shall be made by an employee of Contractor, or by a third person, and whether or not it shall be claimed that the alleged injury was caused through the negligent act or omission of Contractor; and Contractor shall at its own cost and expense, pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the City in any such action or actions, Contractor shall at its own cost and expense, satisfy and discharge the same.

9. To the end that the City shall be protected in the manner as set forth in the immediate prior section, Contractor shall, simultaneously with the execution of this agreement, furnish proof of both accident and protection of work and property insurance protecting City and Contractor for such purpose by securing a policy of public liability insurance with a minimum single limit of One Million Dollars (\$1,000,000) for property damage and personal injury. The Contractor must, upon execution of this agreement, supply a certificate of liability insurance with the City of Cortland named as an "additional insured".

10. The City of Cortland shall pay Contractor for performance of this agreement the sum equivalent to bid costs provided for the services required set forth by the City of Cortland. Said sums shall be payable upon satisfactory completion in the judgment of the Department of Public Works City of the City of Cortland.

11. If the Contractor should neglect to execute the work properly or fails to perform any provision of this agreement, the City, after three (3) days written notice to the Contractor, may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost or costs thereof from the payment then or thereafter due Contractor.

12. The **AGREEMENT** and no part thereof may be amended, including this paragraph, except upon written agreement reached by both parties hereto and executed in the same manner as this agreement.

13. Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer relevant questions concerning such transaction or contract:

(a) Such person, and any firm partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, works or service for a period of five years.

(b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official hereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or

termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

14. This **AGREEMENT** shall bind the parties hereto, and their respective successors in interest and assigns.

15. Any dispute arising under the terms of this Agreement shall be resolved and interpreted according to the laws of the State of New York.

16. If any provision of the Agreement is determined to be invalid or unenforceable, such determination shall not affect the remainder of the contract, which shall remain in full force and effect.

17. Any litigation arising under this Agreement shall venue in the State of New York Supreme Court in and for the County of Cortland.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the day and year first written above.

ADAHAN PIPING Co. Inc.

CITY OF CORTLAND

By _____

By _____

Christopher Henry

Scott Steve- Mayor

STATE OF NEW YORK:

ss

COUNTY OF CORTLAND:

On this _____ day of _____, 2022, before me personally came and appeared Scott Steve, to me known, who being by me duly sworn, did depose and say that he resides in the City of Cortland, New York; that he is the Mayor of the City of Cortland, the municipality described in and which executed the foregoing instrument; that he knows the seal of said City, that one of the impressions affixed to said instrument is an impression of such seal, that it was so affixed by order of the Common Council and that he signed his name thereto by like order.

Dated: _____

NOTARY PUBLIC

Seal

STATE OF NEW YORK:

ss

COUNTY OF CORTLAND:

On this _____ day of _____, 2022, before me personally came and appeared Christopher Henry, to me known, who, being by me duly sworn, did depose and say that he resides in _____, New York; that he executed the foregoing instrument and that he signed his name thereto by like order.

Dated: _____

NOTARY PUBLIC

MEMO

TO: Mayor Scott Steve and Common Council Members
FROM: Annette Dunn, Program Manager *ad*
DATE: June 7, 2022
SUBJECT: Sidewalk Program Conflict of Interest
Linda Piedigrossi

Our office received a Sidewalk Program application from Linda Piedigrossi. As you may know, Ms. Piedigrossi's daughter, Andrea Piedigrossi, is the City's Youth Bureau Director. It is my understanding that if a person with ties to the City wishes to participate in the sidewalk program, in the interest of transparency in government, said person's participation in the program should be openly discussed at a Common Council meeting. An Opinion of Counsel letter from the City Corporation Counsel should also be obtained, to assure participation does not violate City or State law.

Please accept this memo, along with the attached Sidewalk Application and Conflict of Interest Disclosure, as written documentation of Linda Piedigrossi's interest in participating in the City's Sidewalk Program.

If you have any questions, or need additional information, please contact me at 753-1433 or annette@thomadevelopment.com. Thank you.

Attachment

MAYOR'S SCRIPT

FROM: Thoma Development Consultants
DATE: June 7, 2022
SUBJECT: Linda Piedigrossi's Participation in the
City's Sidewalk Replacement Program

"Thoma Development Consultants has advised me to discuss the following:

Linda Piedigrossi has been pre-qualified for participation in the City's Sidewalk Replacement Program. Ms. Piedigrossi's daughter, Andrea Piedigrossi, is the City's Youth Bureau Director.

Since Ms. Piedigrossi has ties to the City, one of the requirements of the program is for her participation to be openly disclosed. This discussion represents the required disclosure.

Anyone who has any questions or objections is asked to contact Thoma Development Consultants."

APPLICATION FOR SIDEWALK REPLACEMENT - PAGE 2 OF 2

CONFLICT OF INTEREST DISCLOSURE (REQUIRED FORM)

Under certain circumstances, an applicant for the City of Cortland Sidewalk Program may have what is known as a "conflict of interest". For example, a Conflict of Interest may be present if the applicant is an employee, officer, or elected official of the City of Cortland.

DISCLOSURE

Please check YES or NO to the questions listed below so that we may make a determination of whether any conflicts may be applicable to your project. Answer for all property owners.

Yes No 1. Are you now, or have you ever been an employee, agent, consultant, an officer, or an elected or appointed official of the City? If so, please explain below:

Yes No 2. Are you related to an employee of the City, an agent of the City, a consultant working for the City, an officer of the City, or an elected or appointed official of the City? (i.e., are you related to the Mayor, or the City Clerk, or any Department Head, or someone that works in the Department of Public Works/Highway Department, etc.) If so please indicate to whom you are related and explain the relationship below:

Andrea Pedroggi - Recreation Supervisor - Youth Bureau Director

I/we, the undersigned, certify that the above information is true to the best of my/our knowledge:

Signed: Andrea Pedroggi Date: 5/17/22

Signed: _____ Date: _____

(For office use only)

_____ There is no conflict of interest

_____ A potential conflict of interest is disclosed

MEMO

TO: Mayor Scott Steve and Common Council Members

FROM: Annette Dunn, Program Manager *add*

DATE: June 7, 2022

SUBJECT: Sidewalk Program Conflict of Interest
Andrea Piedigrossi and Derek Reynolds

Our office received a Sidewalk Program application from Andrea Piedigrossi and Derek Reynolds. As you know, Ms. Piedigrossi is the City's Youth Bureau Director and Mr. Reynolds is a City Fire Dept. Battalion Chief. It is my understanding that if a person with ties to the City wishes to participate in the sidewalk program, in the interest of transparency in government, said person's participation in the program should be openly discussed at a Common Council meeting. An Opinion of Counsel letter from the City Corporation Counsel should also be obtained, to assure participation does not violate City or State law.

Please accept this memo, along with the attached Sidewalk Application and Conflict of Interest Disclosure, as written documentation of Andrea Piedigrossi and Derek Reynolds' interest in participating in the City's Sidewalk Program.

If you have any questions, or need additional information, please contact me at 753-1433 or annette@thomadevelopment.com. Thank you.

Attachment

MAYOR'S SCRIPT

FROM: Thoma Development Consultants
DATE: June 7, 2022
SUBJECT: Andrea Piedigrossi and Derek Reynolds' Participation in the
City's Sidewalk Replacement Program

“Thoma Development Consultants has advised me to discuss the following:

Andrea Piedigrossi and Derek Reynolds have been pre-qualified for participation in the City's Sidewalk Replacement Program. Ms. Piedigrossi is the City's Youth Bureau Director and Mr. Reynolds is a City Fire Dept. Battalion Chief.

Since Ms. Piedigrossi and Mr. Reynolds have ties to the City, one of the requirements of the program is for their participation to be openly disclosed. This discussion represents the required disclosure.

Anyone who has any questions or objections is asked to contact Thoma Development Consultants.”

APPLICATION FOR SIDEWALK REPLACEMENT - PAGE 2 OF 2

CONFLICT OF INTEREST DISCLOSURE (REQUIRED FORM)

Under certain circumstances, an applicant for the City of Cortland Sidewalk Program may have what is known as a "conflict of interest". For example, a Conflict of Interest may be present if the applicant is an employee, officer, or elected official of the City of Cortland.

DISCLOSURE

Please check YES or NO to the questions listed below so that we may make a determination of whether any conflicts may be applicable to your project. Answer for all property owners.

Yes No 1. Are you now, or have you ever been an employee, agent, consultant, an officer, or an elected or appointed official of the City? If so, please explain below:

Youth Bureau Director - Andrea
BATTALION Chief CFD - Derek Reynolds

Yes No 2. Are you related to an employee of the City, an agent of the City, a consultant working for the City, an officer of the City, or an elected or appointed official of the City? (i.e., are you related to the Mayor, or the City Clerk, or any Department Head, or someone that works in the Department of Public Works/Highway Department, etc.) If so please indicate to whom you are related and explain the relationship below:

I/we, the undersigned, certify that the above information is true to the best of my/our knowledge:

Signed: [Signature] Date: 05-17-22

Signed: [Signature] Date: 5-17-22

(For office use only)

_____ There is no conflict of interest

_____ A potential conflict of interest is disclosed

MEMO

TO: Mayor Scott Steve and Common Council Members
FROM: Annette Dunn, Program Manager *ad*
DATE: June 7, 2022
SUBJECT: Sidewalk Program Conflict of Interest
Constance Sorrells

Our office received a Sidewalk Program application from Constance Sorrells. As you know, Ms. Sorrells is employed by the City as a Senior Account Clerk. It is my understanding that if a person with ties to the City wishes to participate in the sidewalk program, in the interest of transparency in government, said person's participation in the program should be openly discussed at a Common Council meeting. An Opinion of Counsel letter from the City Corporation Counsel should also be obtained, to assure participation does not violate City or State law.

Please accept this memo, along with the attached Sidewalk Application and Conflict of Interest Disclosure, as written documentation of Constance Sorrell's interest in participating in the City's Sidewalk Program.

If you have any questions, or need additional information, please contact me at 753-1433 or annette@thomadevelopment.com. Thank you.

Attachment

MAYOR'S SCRIPT

FROM: Thoma Development Consultants
DATE: June 7, 2022
SUBJECT: Constance Sorrell's Participation in the
City's Sidewalk Replacement Program

"Thoma Development Consultants has advised me to discuss the following:

Constance Sorrells has been pre-qualified for participation in the City's Sidewalk Replacement Program. Ms. Sorrells is employed by the City as a Senior Account Clerk.

Since Ms. Sorrells has ties to the City, one of the requirements of the program is for her participation to be openly disclosed. This discussion represents the required disclosure.

Anyone who has any questions or objections is asked to contact Thoma Development Consultants."

CONFLICT OF INTEREST DISCLOSURE (REQUIRED FORM)

Under certain circumstances, an applicant for the City of Cortland Sidewalk Program may have what is known as a "conflict of interest". For example, a Conflict of Interest may be present if the applicant is an employee, officer, or elected official of the City of Cortland.

DISCLOSURE

Please check YES or NO to the questions listed below so that we may make a determination of whether any conflicts may be applicable to your project. Answer for all property owners.

Yes No 1. Are you now, or have you ever been an employee, agent, consultant, an officer, or an elected or appointed official of the City? If so, please explain below:

Sr. Account Clerk

Yes No 2. Are you related to an employee of the City, an agent of the City, a consultant working for the City, an officer of the City, or an elected or appointed official of the City? (i.e., are you related to the Mayor, or the City Clerk, or any Department Head, or someone that works in the Department of Public Works/Highway Department, etc.) If so please indicate to whom you are related and explain the relationship below:

I/we, the undersigned, certify that the above information is true to the best of my/our knowledge:

Signed: Christine M Sorrells

Signed: _____ Date: 5/19/22

(For office use only)

_____ There is no conflict of interest

_____ A potential conflict of interest is disclosed