



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
March 24, 2022
6:00 PM

Work Session Presentations

1. Axon Enterprise Presentation
Presentación de Axon Enterprise

Engineering/Ingeniería

2. Award of Bid No. 3.22 North Water Street Sewer Separation Project
Resolution authorizing the award of a bid and the execution of a contract with Metra Industries for the construction of the North Water Street Sewer Separation Project in an amount not to exceed \$3,498,600.00

Resolución que autoriza la adjudicación de una oferta y la ejecución de un contrato con Metra Industries para la construcción del Proyecto de Separación del Alcantarillado de la Calle North Water en una cantidad que no exceda de \$3,498,600.00
3. Allocation of \$2 Million in ARPA Funds to the Construction of the North Interceptor Sewer LTCP Project
Resolution authorizing and allocating \$2,000,000.00 of American Rescue Plan Act of 2021 funding to the North Interceptor Improvements Project

Resolución que autoriza y asigna dos millones de dólares de la financiación de la Ley del Plan de Rescate Americano de 2021 al Proyecto de Mejoras del Interceptor Norte
4. PIN No.8761.39 Lake Drive Bridge Supplemental Agreement with HVEA for Construction Inspection Services
Resolution authorizing the City Manager to accept a proposal and execute a supplemental contract for additional construction inspection services with Hudson Valley Engineering Associates, P.C. for the Lake Drive Bridge Replacement Project (BIN No. 2223630/PIN#8761.39) at a cost of \$150,610.94

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un contrato suplementario para servicios adicionales de inspecciones de construcción con Hudson Valley Engineering Associates, P.C. para el proyecto de reemplazo del puente de Lake Drive (BIN No.

2223630/PIN#8761.39) a un costo de \$150,610.94

5. PIN No.8761.39 Lake Drive Bridge Change Order No. 2

Resolution authorizing the City Manager to execute Change Order No. 2 with Michels Corporation for a time extension to the construction contract in the Lake Drive Over Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39)

Resolución que autoriza al Gerente de la Ciudad a ejecutar una Orden de Cambio No. 2 con Michels Corporation sobre una extensión de tiempo al contrato de construcción en el proyecto de reemplazo del puente de Lake Drive sobre Quassaick Creek (BIN#2223630/PIN#8761.39)

6. PIN No.8761.39 Lake Drive Bridge Change Order No. 3

Resolution authorizing the City Manager to execute Change Order No. 3 to the Michels Corporation construction contract in the Lake Drive Over Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39) reducing the contract amount by \$7,424.75

Resolución que autoriza al Gerente de la Ciudad a ejecutar la Orden de Cambio No. 3 al contrato de construcción de Michels Corporation en el proyecto de reemplazo del puente de Lake Drive sobre Quassaick Creek (BIN#2223630/PIN#8761.39) reduciendo el monto del contrato por \$7,424.75

7. PIN No.8761.39 Lake Drive Bridge Change Order No. 4

Resolution authorizing the City Manager to execute Change Order No. 4 to the Michels Corporation construction contract in the Lake Drive Over Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39) with no change to the contract amount

Resolución que autoriza al Gerente de la Ciudad a ejecutar la Orden de Cambio No. 4 al contrato de construcción de Michels Corporation en el proyecto de reemplazo del puente de Lake Drive sobre Quassaick Creek (BIN#2223630/PIN#8761.39) y sin cambio en el monto del contrato

8. PIN No.8761.39 Lake Drive Bridge Change Order No. 5 Michel's Construction

Resolution authorizing the City Manager to execute Change Order No. 5 to the Michels Corporation construction contract in the Lake Drive Over Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39) increasing the contract amount by \$35,161.50

Resolución que autoriza al Gerente de la Ciudad a ejecutar la Orden de Cambio No. 5 al contrato de construcción de Michels Corporation en el proyecto de reemplazo del puente de Lake Drive sobre Quassaick Creek (BIN#2223630/PIN#8761.39) aumentando el monto del contrato por

\$35,161.50

9. PIN No.8761.39 Lake Drive Bridge Change Order No. 6

Resolution authorizing the City Manager to execute Change Order No. 6 to the Michels Corporation construction contract in the Lake Drive Over Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39) increasing the contract amount by \$242,588.17

Resolución que autoriza al Gerente de la Ciudad a ejecutar la Orden de Cambio No. 6 al contrato de construcción de Michels Corporation en el proyecto de reemplazo del puente de Lake Drive sobre Quassaick Creek (BIN#2223630/PIN#8761.39) aumentando el monto del contrato por \$242,588.17

10. PIN No.8761.39 Lake Drive Bridge Change Order No. 7

Resolution authorizing the City Manager to execute Change Order No. 7 to the Michels Corporation construction contract in the Lake Drive over Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39) increasing the contract amount by \$339,587.56

Resolución que autoriza al Gerente de la Ciudad a ejecutar la Orden de Cambio No. 7 al contrato de construcción de Michels Corporation en el proyecto de reemplazo del puente de Lake Drive sobre Quassaick Creek (BIN#2223630/PIN#8761.39) aumentando el monto del contrato por \$339,587.56

11. PIN No.8761.39 Lake Drive Bridge Change Order No. 8

Resolution authorizing the City Manager to execute Change Order No. 8 to the Michels Corporation construction contract in the Lake Drive Over Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39) increasing the contract amount by \$75,000.00

Resolución que autoriza al Gerente de la Ciudad a ejecutar la Orden de Cambio No. 8 al contrato de construcción de Michels Corporation en el proyecto de reemplazo del puente de Lake Drive sobre Quassaick Creek (BIN#2223630/PIN#8761.39) aumentando el monto del contrato por \$75,000.00

12. PIN No.8761.39 Lake Drive Bridge Change Order No. 9

Resolution authorizing the City Manager to execute Change Order No. 9 to the Michels Corporation construction contract in the Lake Drive Over Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39) decreasing the contract amount by \$27,967.50

Resolución que autoriza al Gerente de la Ciudad a ejecutar la Orden de Cambio No. 9 al contrato de construcción de Michels Corporation en el

proyecto de reemplazo del puente de Lake Drive sobre Quassaick Creek (BIN#2223630/PIN#8761.39) reduciendo el monto del contrato por \$27,967.50

13. Engineering Agreement with ARCADIS for the West Trunk Sewer Inflow and Infiltration Engineering Planning Grant Project (EPG#108029)

Resolution authorizing the City Manager to accept a proposal and enter into an agreement for professional engineering services with Arcadis of New York, Inc. for the West Trunk Sewer Inflow and Infiltration Engineering Planning Grant Project at a cost not to exceed \$128,000.00

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y entrar en un acuerdo para servicios profesionales de ingeniería con Arcadis of New York, Inc. para la Subvención para la Planificación del Diseño del Proyecto del Flujo e Infiltración del Alcantarillado Troncal Oeste con un coste que no excederá \$128,000.00

14. SEQRA Resolution West Trunk Sewer Inflow and Infiltration Engineering Planning Grant Project (EPG#108029)

Resolution of the City Council of the City of Newburgh assuming lead agency status under State Environmental Quality Review Act (SEQRA) for the West Trunk Sewer Inflow and Infiltration Planning Grant Project, declaring the Project to be a Type II Action, adopting the Environmental Assessment Form, finding no significant adverse impact on the environment and authorizing the City Manager to execute all SEQRA documents

Resolución del Concejo Municipal de la Ciudad de Newburgh que asume el estado de agencia principal bajo la Ley Estatal de Revisión de Calidad Ambiental (SEQRA) para la Subvención para la Planificación del Diseño del Proyecto del Flujo e Infiltración del Alcantarillado Troncal Oeste, declarando que el proyecto es una acción de tipo II, adoptando el formulario de evaluación ambiental, encontrando que no hay un impacto adverso significativo en el medio ambiente y autorizando al Gerente de la Ciudad a ejecutar todos los documentos de SEQRA.

Finance/Finanza

15. GAR Assoc LLC Prof Service Agreement

Resolution authorizing an agreement with GAR Associates LLC for a real property reassessment update project at a total cost of \$65,000.00

Resolución que autoriza un acuerdo con GAR Associates LLC para un proyecto de actualización de reevaluación de bienes inmuebles con un costo total de \$65.000,00

Planning and Economic Development/Planificación y Desarrollo Económico

16. Agreement with the World Sound Foundation for Media Services related to

the AACR NPS Grant

Resolution authorizing the City Manager to execute a contract with World Sound Foundation to provide document and oral history recordings of the African-American Community in Newburgh in connection with the National Park Service African American Civil Rights Program Grant

Resolución que autoriza al Gerente de la Ciudad a ejecutar un contrato con World Sound Foundation para proporcionar documentos y grabaciones de historia oral de la comunidad afroamericana de Newburgh en relación con la subvención del Programa de Derechos Civiles Afroamericanos del Servicio de Parques Nacionales

17. 77 Chambers Street - Release of Restrictive Covenants

Resolution authorizing the execution of a releases of restrictive covenants and right of re-entry from a deed issued to Joel Laddy and Robert Jones to the premises known as 77 Chambers Street (Section 23, Block 3, Lot 14)

Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y del derecho de reingreso de una escritura emitida a favor de Joel Laddy y Robert Jones para el local conocido como 77 Chambers Street (Sección 23, Bloque 3, Lote 14)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

18. Donation of Cash, Materials and In-kind Services for Hudson River Valley Greenway Grant Match

Resolution authorizing the City Manager to accept donations of cash, materials and in-kind services constituting a portion of the City match of the Hudson River Valley Greenway Conservancy Bike Trail Grant

Resolución que autoriza al Gerente de la Ciudad a aceptar donaciones en efectivo, materiales y servicios en especie que constituyen una parte de la porción que la ciudad igualo de la subvención para el sendero de bicicletas del Hudson River Valley Greenway Conservancy

Resolutions of Support/ Resoluciones de Apoyo

19. Universal Child Care in the NYS 2022-2023 Annual Budget

Resolution of the City Council of the City of Newburgh supporting Universal Child Care in the New York State 2022-2023 Annual Budget

Resolución del Concejo Municipal de la Ciudad de Newburgh apoyando el Cuidado Infantil Universal en el Presupuesto Anual 2022-2023 del Estado de Nueva York

20. Robert Mulliner Day

Resolution of the City Council of the City of Newburgh declaring June 21, 2022 as Robert Mulliner Day in the City of Newburgh, New York

Resolución del Concejo Municipal de la Ciudad de Newburgh declarando el 21 de junio de 2022 como el Día de Robert Mulliner en la Ciudad de Newburgh, Nueva York

21. Letter of Support for the Picturing Urban Renewal Project

Resolution of the City Council of the City of Newburgh supporting Picturing Urban Renewal Project's application to the National Endowment for the Humanities Digital Project for the Public Grant

Resolución del Concejo Municipal de la Ciudad de Newburgh apoyando la solicitud del proyecto visualizando la renovación urbana a la National Endowment for the Humanities proyecto digital para la subvención pública

Executive Session/ Sesión Ejecutiva

22. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation

El historial médico, financiero, crediticio o laboral de una persona en particular o corporación, o temas que conducen al nombramiento, contratación, ascenso, descenso, disciplina, suspensión, despido o destitución de una persona en particular o corporación

RESOLUTION NO.: _____ - 2022

OF

MARCH 28, 2022

**A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF
A CONTRACT WITH METRA INDUSTRIES FOR THE CONSTRUCTION OF
THE NORTH WATER STREET SEWER SEPARATION PROJECT
IN AN AMOUNT NOT TO EXCEED \$3,498,600.00**

WHEREAS, by Resolution No. 219-2011 of October 24, 2011, the City Council of the City of Newburgh, New York authorized the City Manager to execute an Order on Consent with the New York State Department of Environmental Conservation (“NYSDEC”) to resolve violations at the Wastewater Treatment Plant and for the development of the CSO Long Term Control Plan (“LTCP”); and

WHEREAS, the City submitted its Phase I LTCP and by Resolution No. 303-2015 of November 23, 2015, the City Council authorized the City Manager to execute a Modification Order on Consent approving a Compliance Schedule for Phase I through V of the LTCP; and

WHEREAS, by Resolution No. 296-2020 of December 14, 2020, the City Council authorized professional engineering services agreements with Arcadis of New York, Inc. to complete design and bid documents for LTCP Phase II North Water Street Sewer Separation Project which has a notice to proceed date for construction of May 6, 2022; and

WHEREAS, the City of Newburgh has duly advertised for bids for the construction of the North Water Street Sewer Separation Project; and

WHEREAS, bids have been duly received and opened and Metra Industries is the low bidder; and

WHEREAS, funding for such project shall be derived from the New York State Environmental Facilities Corporation Grant/Loan; existing Clean Water State Revolving Fund grant/loan C3-7332-11-00;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for construction of the North Water Street Sewer Separation Project be and it hereby is awarded to Metra Industries, for the amount of \$3,498,600.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

ADVERTISEMENT FOR BIDS

NORTH / WATER STREET SEWER SEPARATION BID No. 3.22

City of Newburgh, NY – Orange County

Sealed Bids for the construction of the North (Water) Street Sewer Separation Project will be received by the City of Newburgh Comptroller's Office until **11:00 a.m.** (local time) **Thursday, March 10, 2022** at City Hall, City of Newburgh, 83 Broadway – 4th floor, Newburgh, New York 12550, at which time the Bids received will be opened and read aloud in a non-public setting that shall be livestreamed for public viewing in order to mitigate the spread of COVID-19. All Bids must be submitted in a sealed envelope *clearly marked* "BID #3.22 for North / Water Street Sewer Separation".

The Project consists of construction of a separate storm sewer on North / Water Street and Liberty Street ranging in size between 18 and 24 inches, that is approximately 1,850 linear feet in length, including new manholes, connections to existing stormwater infrastructure, disconnecting existing stormwater connections to the combined sewer, lining portions of the sanitary sewer, site work, traffic control and bypass pumping. Storm sewer will be open cut construction.

Bids will be received for a single prime Contract. Bids shall be on a lump sum and unit price basis, with additive bid items as indicated in the Bid Form.

Complete sets of the Bid Documents, becoming available to the public on Friday, January 28, 2022, may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: www.BidNetDirect.com/new-york/city-of-newburgh, selecting the "Open Bids" tab and title of solicitation. Vendors may have to register if visiting this site for the first time.

Bidders must obtain and download all Bidding Documents, including any Addenda and other Bid correspondence, from the Empire State Purchasing Group (Issuing Office) website in order to be considered as, and placed on, the official Plan Holders list, receive Addenda and other Bid correspondence. Bids received from Bidders other than those on the official Plan Holders list will not be accepted.

All Bids must be made on the official Bid Form or an exact copy by reproduction thereof and enclosed in a sealed envelope. **All Bids must be in original form and signed in *blue ink*, except for a Notary Public.** Photocopies will not be accepted and will result in a rejection of the Bid.

All Bids must meet the requirements of the General Municipal Law of the State of New York and all other applicable federal, state and local statutes. Bidders are required to comply with the prevailing wage rates as prescribed by the laws of the State of New York and funding requirements of the New York State Environmental Facilities Corporation (NYS EFC). Wage rates are included in the Project Manual as required by New York State law and NYS EFC for the convenience of the Bidders. Bidders shall confirm the rates prior to the Bid and assemble Bid prices accordingly. Whenever State and Federal wage rate determinations list different minimum rate of pay for the same class of workers, the contractor and all subcontractors shall pay the higher of the two rates.

The City of Newburgh is exempt from sales and compensating use taxes of the State of New York and of cities and counties on all materials to be incorporated into the Work.

Bid security shall be furnished in accordance with Article 8 of the Instructions to Bidders.

Bidders shall furnish proof of qualifications to perform the Work as described in Article 3 the Instructions to Bidders.

Bidders shall comply with all statutory requirements in accordance with Article 24 of the Instructions to Bidders.

Time of commencement of the Work and Contract Times for completion shall be in accordance with Article 4 of the Agreement.

The successful Bidder will be required to furnish construction performance and payment bonds in the full amount of the contract price. The successful Bidder will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41CFR Part 60-1, 33 F.2 7804).

OWNER reserves the right to reject any and all Bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or Conditional Bids.

OWNER:	Contact:	ENGINEER:	Contact:
City of Newburgh	Jason C. Morris, P.E.	Arcadis of New York, Inc.	A.J. Brooks, P.E.
83 Broadway	City Engineer	855 Route 146, Suite 210	Project Engineer
Newburgh, NY 12550	(845) 569-7448	Clifton Park, NY 12065	(518) 250-7300

BY ORDER OF THE CITY OF NEWBURGH

By:  Dated: Wednesday, January 26, 2022
Acting City Comptroller Ryan Ciancanelli

CITY OF NEWBURGH – AN EQUAL OPPORTUNITY EMPLOYER

Justice, Equity, Diversity and Inclusion are core values to the City of Newburgh, where there is a strong commitment to establishing and maintaining an environment free of discrimination. These values are promoted through the daily practice of professionalism, respect, acceptance and understanding. As such, City residents along with women, minorities, individuals with disabilities, members of the LGBTQ community, and veterans are encouraged to apply.

MEDIA SOURCE	PUBLICATION DATE
Hudson Valley Press	Wednesday, January 26, 2022
Mid-Hudson Times	Thursday, January 27, 2022
The Sentinel/NYSCR	Friday, January 28, 2022

++ END OF ADVERTISEMENT FOR BIDS ++

Unofficial Bid Tabulation

Project Name:	Bid No. 3.22 - North / Water Street Sewer Separation			
Location:	City of Newburgh, Orange County, New York			
Bid Opening Date and Time:	March 10, 2022 at 11:00 AM - Council Chambers - 3rd Floor			
Location:	City Hall, 83 Broadway, Newburgh, NY 12550			
Meeting Start: 11:03 AM / Meeting End: 11:16 AM				
Read Aloud By: A.J. Brooks, Arcadis of New York, Inc.				
Recorded By: Ryan Ciancanelli, Asst. City Comptroller				
Witnessed By: Janice Gaston, City Comptroller				
Non-Public Bid Opening Conducted By: Elizabeth Garrison, Admin. Assistant to City Engineer				
	Name of Bidder			
Bid Results	Northbrook Contracting Corp.	Sun Up Construction Corp.	Metra Industries	TAM Enterprises, Inc.
Total of All Lump Sum Bid Items	\$ 5,070,000.00	\$ 3,863,935.00	\$ 3,122,000.00	\$ 3,700,000.00
Total of All Unit Price Bid Items	\$ 385,300.00	\$ 384,150.00	\$ 376,600.00	\$ 404,679.00
Total Bid Price	\$ 5,455,300.00	\$ 4,248,085.00	\$ 3,498,600.00	\$ 4,104,679.00

Unofficial Bid Tabulation

Sent via E-mail

Jason Morris, PE
City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

Arcadis of New York, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Phone: 518 250 7300
Fax: 518 371 2757
www.arcadis.com

Date: March 15, 2022

Our Ref: 30066781

Subject: Bid No. 3.22 – North / Water Street Sewer Separation Bid Results and Recommendation

Dear Mr. Morris,

Arcadis of New York, Inc. (Arcadis) has reviewed the tabulated Bids received by the City of Newburgh (City) on March 10, 2022, for Bid No. 3.22 – North / Water Street Sewer Separation. A total of four Bids were received. The tabulated Bid results are enclosed for your convenience. The apparent low Bidder is Metra Industries (Metra) of Little Falls, New Jersey with a base bid of \$3,498,600.00, inclusive of \$476,600.00 in allowances and estimated unit price work. Arcadis' original construction estimate presented in the Basis of Design Report dated December 2021 was \$3.8M and the estimate completed based on the bid documents and addendum was \$4.2M. Metra's bid came in approximately 18 percent lower than the Engineer's estimate.

We have reviewed the Bids and have determined the apparent low bidder to be responsive in accordance with the Instructions to Bidders.

Arcadis recommends that the City consider awarding the Contract for Bid No. 3.22 to Metra Industries. in the amount of \$3,498,600.00, inclusive of estimated unit price work. If you have any further questions pertaining to this project, please call me at your earliest convenience so that we can be of further assistance.

Sincerely,
Arcadis of New York, Inc.



A.J. Brooks, PE
Project Manager

Email: a.j.brooks@arcadis.com
Direct Line: 518 250 7374

CC. R. Ostapczuk, Arcadis
C. Superak, Arcadis

Enclosures:
Bid Opening Report

BID OPENING REPORT



Arcadis of New York
855 Route 146, Suite 210
Clifton Park, New York 12065

Project Name:		North / Water Street Sewer Separation		Project Number: 30066781		Sheet 1 of 1	
Location:		City of Newburgh, Orange County, New York		Read Aloud By: A.J. Brooks, Arcadis of New York, Inc.			
Bid Opening Date and Time:		March 10, 2022 at 11:00 am		Recorded By: Ryan Ciancanelli, Assistant Comptroller			
Location:		City Hall, 83 Broadway Newburgh, New York 12550		Witnessed By: Janice Gaston, Comptroller			
Name of Contract: General Construction		Bid No. 3.22		Date: Thursday, March 10, 2022			

		Name of Bidder							
Bid Results		Qty.	Unit	Northbrook Contracting Corp 3/10/2022 @8:35AM	Sun Up Construction Corp 3/10/2022 @ 10:30AM	Metra Industries 3/10/2022 @ 10:35AM	TAM Enterprises Inc. 3/10/2022 @ 10:49AM		
Item No. 1 General Construction		1	LS	\$4,670,000.00	\$3,463,935.00	\$2,972,000.00	\$2,950,000.00		
Item No. 2 ADA Curb Ramps and Bump Outs		1	LS	\$300,000.00	\$300,000.00	\$50,000.00	\$650,000.00		
Item No. 3 Contingency Allowance		1	LS	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00		
Total of All Lump Sum Bid Items				\$5,070,000.00	\$3,863,935.00	\$3,122,000.00	\$3,700,000.00		

Unit Price Items		Unit Price	Total Item Price	Unit Price	Total Item Price	Unit Price	Total Item Price	Unit Price	Total Item Price	
Item No. 4 Additional Sewer Lining	1,000	LF	\$160.00	\$160,000.00	\$115.00	\$115,000.00	\$135.00	\$135,000.00	\$139.00	\$139,000.00
Item No. 5 CCTV Inspection	2,000	LF	\$5.00	\$10,000.00	\$4.40	\$8,800.00	\$11.00	\$22,000.00	\$5.00	\$10,000.00
Item No. 6 Rock Removal	220	CY	\$365.00	\$80,300.00	\$200.00	\$44,000.00	\$200.00	\$44,000.00	\$190.00	\$41,800.00
Item No. 7 Existing Waterline Relocation	12	EA	\$1,300.00	\$15,600.00	\$10,000.00	\$120,000.00	\$8,000.00	\$96,000.00	\$10,000.00	\$120,000.00
Item No. 8 Additional Sidewalk Replacement	1,250	SF	\$42.00	\$52,500.00	\$15.00	\$18,750.00	\$25.00	\$31,250.00	\$24.00	\$30,000.00
Item No. 9 Additional Removal and Disposal of Abandoned Utilities	100	LF	\$60.00	\$6,000.00	\$100.00	\$10,000.00	\$75.00	\$7,500.00	\$89.00	\$8,900.00
Item No. 10 Contaminated Soil	5	TON	\$1,000.00	\$5,000.00	\$500.00	\$2,500.00	\$400.00	\$2,000.00	\$626.00	\$3,130.00
Item No. 11 Additional Flowable Fill	20	CY	\$170.00	\$3,400.00	\$250.00	\$5,000.00	\$300.00	\$6,000.00	\$287.00	\$5,740.00
Item No. 12 Additional Test Pits	10	EA	\$2,500.00	\$25,000.00	\$1,500.00	\$15,000.00	\$700.00	\$7,000.00	\$1,411.00	\$14,110.00
Item No. 13 Tree Removal	11	EA	\$2,000.00	\$22,000.00	\$2,000.00	\$22,000.00	\$1,500.00	\$16,500.00	\$909.00	\$9,999.00
Item No. 14 Tree Pit - <i>Ulmus davidiana</i> var. <i>japonica</i>	6	EA	\$500.00	\$3,000.00	\$2,100.00	\$12,600.00	\$850.00	\$5,100.00	\$2,000.00	\$12,000.00
Item No. 15 Tree Pit - <i>Amelanchier x grandiflora</i>	5	EA	\$500.00	\$2,500.00	\$2,100.00	\$10,500.00	\$850.00	\$4,250.00	\$2,000.00	\$10,000.00
Total of All Unit Price Bid Items				\$385,300.00		\$384,150.00		\$376,600.00		\$404,679.00

Total Bid Price	\$5,455,300.00	\$4,248,085.00	\$3,498,600.00	\$4,104,679.00
Addenda Rec'd	✓	✓	✓	✓
Bid Security	Bond	Bond	Bond	Bond
Qualification Statement	Not Included	✓	✓	✓
List of Subcontractors & Suppliers	✓	✓	✓	✓
Non-Collusive Certificate	✓	✓	✓	✓
Worker's Compensation Affidavit	✓	✓	✓	✓
Iranian Divestment Form	✓	✓	✓	✓
Disclosure of Lobbying Activities	✓	✓	✓	✓
AIS Contractor's Certification	✓	✓	✓	✓

**Metra Industries
50 Muller Place
Little Falls, NJ 07424**

**City of Newburgh
City Hall
83 Broadway 4th Floor
Newburgh, NY 12550**

**North/Water Street Sewer
Separation Bid No 3.22**

Thursday March 10, 2022 11 am



*RVV
3/10/2022
10:35 A.M*

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item 1 Lump Sum Bid Price for General Construction	\$2,972,000.00
Item 2 Lump Sum Bid Price for ADA Curb Ramps and Bump Outs	\$50,000.00
Item 3 Lump Sum Contingency Allowance	\$100,000

Total of All Lump Sums

\$ 3,122,000.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
4	Additional Sewer Lining	LF	1,000	\$135.00	\$135,000.00
5	CCTV Inspection	LF	2,000	\$11.00	\$22,000.00
6	Rock Removal	CY	220	\$200.00	\$44,000.00
7	Existing Waterline Relocation	EA	12	\$8,000.00	\$96,000.00
8	Additional Sidewalk Replacement	SF	1,250	\$25.00	\$31,250.00
9	Additional Removal and Disposal of Abandoned Utilities	LF	100	\$75.00	\$7,500.00
10	Contaminated Soil	TON	5	\$400.00	\$2,000.00
11	Additional Flowable Fill	CY	20	\$300.00	\$6,000.00
12	Additional Test Pits	EA	10	\$700.00	\$7,000.00
13	Tree Removal	EA	11	\$1,500.00	\$16,500.00
14	Tree Pit – <i>Ulmus davidiana</i> var. <i>japonica</i>	EA	6	\$850.00	\$5,100.00
15	Tree Pit – <i>Amelanchier x grandiflora</i>	EA	5	\$850.00	\$4,250.00
Total of All Unit Price Bid Items					\$376,600.00

Bidder acknowledges that (1) each bid unit price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Bid Price

E.G. 3,498,600.00
E.G. \$ ~~3,122,000.00~~

RESOLUTION NO.: _____ - 2022

OF

MARCH 28, 2022

**A RESOLUTION AUTHORIZING AND ALLOCATING \$2,000,000.00 OF
AMERICAN RESCUE PLAN ACT OF 2021 FUNDING TO
THE NORTH INTERCEPTOR IMPROVEMENTS PROJECT**

WHEREAS, on March 11, 2021, President Joe Biden signed into law the American Rescue Plan Act of 2021 (ARPA) which includes Coronavirus State and Local Fiscal Recovery Funds (Fiscal Recovery Funds), providing federal payments to all state, local, tribal, and territorial governments in the United States that recipients may use, among other approved uses, to make necessary investments in water and sewer infrastructure; and

WHEREAS, the City of Newburgh proposes to allocate \$2,000,000.00 of ARPA funds received to the North Interceptor Improvements Project as part of the City of Newburgh Long Term Control Plan; and

WHEREAS, the City Council finds that authorizing and allocating \$2,000,000.00 of ARPA funds to support the completion of the North Interceptor Improvements Project as part of the City's Long Term Control Plan is in the best interests of the health, safety and welfare of the residents of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to allocate \$2,000,000.00 of American Rescue Plan Act of 2021 funds to the North Interceptor Improvements Project as part of the City of Newburgh Long Term Control Plan; and that the City Manager is authorized to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary administer the North Interceptor Improvements Project funded thereby.

RESOLUTION NO.: _____ - 2022

OF

MARCH 28, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A SUPPLEMENTAL CONTRACT FOR
ADDITIONAL CONSTRUCTION INSPECTION SERVICES
WITH HUDSON VALLEY ENGINEERING ASSOCIATES, P.C. FOR
THE LAKE DRIVE BRIDGE REPLACEMENT PROJECT (BIN No. 2223630/PIN#8761.39)
AT A COST OF \$150,610.94**

WHEREAS, the Lake Drive Bridge has been Red Flagged for structural deficiencies by the New York State Department of Transportation; and

WHEREAS, following an RFQ process for selecting a design consultant in accordance with the Federal Aid process, by Resolution No. 1-2017 of January 9, 2017, the City Council of the City of Newburgh, New York authorized the City Manager to accept a proposal and execute an agreement with Hudson Valley Engineering Associates, P.C. for engineering services related to the Lake Drive over the Quassaick Creek (BIN No. 2223630/PIN#8761.39) Bridge Replacement Project (the "Project") at a cost not to exceed \$364,949.00; and

WHEREAS, the federally funded projects require complete oversight during construction to ensure the project is completed according to the plans and specifications and by Resolution No. 245-2019 of October 15, 2019, the City Council authorized the City Manager to accept a proposal and execute an agreement with Hudson Valley Engineering Associates, P.C. for construction inspection services related to the Project at a cost not to exceed \$274,880.36; and

WHEREAS, Hudson Valley Engineering Associates, P.C. has submitted a proposal for additional construction inspection services necessary for the completion of the Project at a cost of \$150,610.94 with the funding for the additional construction inspection services to be derived from the 2016 BAN—H1.5110.0208.8102.2016 and the OCTC TIP Reserve Fund A.0000.0882.0000, which funding shall be reimbursed through the Master Federal Aid Project Agreement; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that continuing with such work as proposed would be 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 City Manager be and he is hereby authorized to accept a proposal and execute a supplemental contract with Hudson Valley Engineering Associates, P.C. for additional construction inspection services related to the Lake Drive over the Quassaick Creek (BIN No. 2223630/PIN#8761.39) Bridge Replacement Project at a cost not to exceed \$150,610.94.

Exhibit A, Page 1
Salary Schedule

JOB TITLE	ASCE (A) OR NICET (N)	AVERAGE ENGINEERING SALARY RATES		
	GRADE	PRESENT	PROJECTED	OVERTIME
		(07/19)	(03/20)	CATEGORY
Project Manager	VI (A)	\$76.00	\$78.28	A
Resident/Office Engineer	IV (A)	\$52.00	\$53.56	C
Project Engineer	IV (A)	\$52.00	\$53.56	B
Chief Inspector	IV (N)	\$47.14	\$48.55	C
Office Engineer	III (N)	\$45.00	\$46.35	C
Senior Inspector	III (N)	\$41.00	\$42.23	C
Inspector	II (N)	\$34.00	\$35.02	C

OVERTIME POLICY

- Category A - No overtime compensation.
Category B - Overtime compensated at straight time rate.
Category C - Overtime compensated at straight time rate x 1.50.

Exhibit A, Page 2
Staffing Table

JOB TITLE	ASCE OR NICET GRADE	2021												Hours	Rate	Premium Portion of Overtime	Direct	Labor
		J	F	M	A	M	J	J	A	S	O	N	D					
Project Manager	VI (A)													0	\$78.28			\$0.00
Resident/ Office Engineer	IV (A)		80	168	168							80	168	664	\$53.56			\$35,563.84
Overtime														0	\$53.56			\$0.00
Project Engineer	IV (A)		20	20										40	\$53.56			\$2,142.40
Chief Inspector	IV (N)													0	\$48.55			\$0.00
Office Engineer	III (N)													0	\$46.35			\$0.00
Senior Inspector	III (N)													0	\$42.23			\$0.00
Overtime														0	\$42.23	\$0.00		\$0.00
Inspector	II (N)		80	168	168							80		496	\$35.02			\$17,369.92
Overtime														0	\$35.02	\$0.00		\$0.00
														1,200		\$0.00		\$55,076.16

Exhibit B, Page 1
Estimate of Direct Non-Salary Cost

1. TRAVEL

a) On-Job Travel -

1 inspectors x 21 days/month x

4 months x 10 miles/day = \$840.00

Total On-Job Travel-

840 mi. x \$0.580 /mi.= \$487.20

SUBTOTAL, TRAVEL \$487.20

b) Material Testing - as needed

SUBTOTAL, MATERIAL TESTING \$15,000.00

c) Construction Management Software

8 inspector Months - Appia Construction Estimating Software @

\$158.33 per month \$1,266.64

SUBTOTAL, SOFTWARE \$1,266.64

TOTAL DIRECT NON-SALARY COST \$16,753.84

Exhibit C
Summary

Item IA, Direct Technical Salaries (estimated) subject to audit	\$55,076.16
Item IA, Direct Technical Salaries, Premium Portion of Overtime (estimated) subject to audit	\$0.00
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$16,753.84
Item III, Overhead, 117% subject to audit	\$64,439.11
Item IV, Fixed Fee (12%) (applied to Items IA & III)	<u>\$14,341.83</u>
Total:	\$150,610.94

RESOLUTION NO.: _____ - 2022

OF

MARCH 28, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER NO. 2 WITH MICHELS CORPORATION FOR
A TIME EXTENSION TO THE CONSTRUCTION CONTRACT IN
THE LAKE DRIVE OVER QUASSAICK CREEK BRIDGE REPLACEMENT PROJECT
(BIN#2223630/PIN#8761.39)**

WHEREAS, by Resolution No. 114-2020 of May 28, 2020, the City Council of the City of Newburgh awarded a bid for the construction of the bid for construction of the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39) to Michels Corporation in an amount not to exceed \$2,139,500.00; and

WHEREAS, necessary as work which was scheduled for the Spring of 2021 could not be conducted due to supply chain issues which dictated the availability of necessary materials for the installation of the 12-inch DIP water main and requires an extension of time until September 30, 2022 to the complete the contract; the same being in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute Change Order No. 2 with Michels Corporation for contract completion extension until September 30, 2022 in the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39).



March 14, 2022

Mr. Jason Morris, P.E.
City of Newburgh Engineer
83 Broadway
Newburgh, NY 12550

**Re: Order on Contract (OOC) Nos. 2, 3, 4 & 9
EOT, Balancing of Contract Overruns and Underruns, Item Modification and New Items
PIN 8761.39 Lake Drive over Quassaick Creek Bridge Replacement**

Dear Mr. Morris,

Attached herein please find the summation for City of Newburgh Order on Contracts Nos. 2, 3, 4, and 9 for the above referenced project. These OOC's include extension of time, balancing of contract item underruns and overruns based on the actual work necessary for the satisfactory completion of the project, modification to work items and introduction of new work items for changed conditions, and the documentation in support of these Orders is provided as follows:

- **Order on Contract No. 2 – Extension of Time. Value \$ 0.00**
 - Construction Order On Contract Checklist
 - APPIA Change Order No. 2 Detail Report
 - CONR 250 Application for Extension of Completion Date
 - Michels Corporation Completion Schedule
- **Order on Contract No. 3 – Item Scope Change – Item Modification. Value \$ - 7,424.75**
 - Construction Order On Contract Checklist
 - CONR 104 Authorization Of Extra Work
 - APPIA Change Order No. 3 Detail Report
 - Contract Completion Closeout Resolution
 - Cost Analysis Worksheets
 - Engineer's Analysis and Explanations
 - Michels Corporation Computation of Additional Costs, DSC-04: Floodwall – Footing Conflict
 - RFI's Nos 7 & 8
- **Order on Contract No. 4 – Field Change Payment #1 – Contract Overruns. Value \$0.00**
 - Construction Order On Contract Checklist
 - CONR 104 Authorization Of Extra Work
 - APPIA Change Order No. 4 Detail Report
 - Contract Completion Closeout Resolution
 - Cost Analysis Worksheets
 - Engineer's Analysis and Explanations
 - FCP value applied to OOC = \$37,253.00
- **Order on Contract No. 9 – Clean-up Change Order. Value \$ - \$27,967.50**
 - Construction Order On Contract Checklist
 - APPIA Change Order No. 9 Detail Report
 - Cost Analysis Worksheets
 - Engineer's Analysis and Explanations

OOC #2 was necessary as work which was scheduled for the Spring of 2021 could not be conducted due to supply chain issues which dictated the availability of necessary materials for the installation of the 12-inch DIP watermain. Upon approval of the OOC, the contract completion date is set as September 30, 2022.

OOC #3 utilized project underruns to compensate for the item modifications necessitated due to the direction to the Contractor communicated in RFI's 7 and 8. Specifically, Item 950.19 is introduced into the contract through this order. A credit of \$7,424.75 is returned to the contract upon approval of this OOC.

In OOC #4 the item overruns of the contract required applying Item 697.03 Field Change Payment (FCP). The majority of the contract item overruns were comprised of additional work directed by the Resident Engineer and agreed by the City of Newburgh. A value of \$76,000 is available under item 697.03 in this contract and in OOC #4 total value \$37,253.00 was applied for compensation of the project overruns.

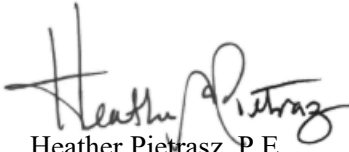
OOC #9 was written as a clean-up change order to balance the contract underruns. A credit of \$27,967.50 is returned to the contract upon approval of this OOC.

The NYSDOT LPU has granted approval for the OOC's which required time extensions, compensation for item overruns and new contract items, and upon your final acceptance, the contract time and value will be amended as identified.

Should you have any questions or if you need anything further feel free to contact me by email at hpietrasz@hveapc.com or by phone at 914-850-2992.

Sincerely,

HVEA Engineers



Heather Pietrasz, P.E.
Resident Engineer

cc: B. Fitzgerald, HVEA Engineers
L. Bach, PE, HVEA Engineers

CONSTRUCTION ORDER ON CONTRACT CHECKLIST

LD 035371 OOC #: 2 EIC: Heather Pietrasz DATE: Mar 2, 2022

☒ ORIGINAL ☐ RESUBMITTAL

PIN: 8761.39 DESCRIPTION: Lake Drive over QCreek Bridge Replacem't % TIME ELAPSED: 100

CONTRACTOR: Michels Corporation % CONTRACT WORK COMPLETED: 92.9

**GENERAL - EVERY ITEM:
PREPARER'S**

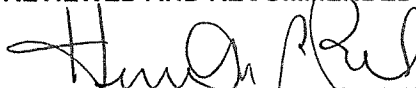
**REGIONAL
COORDINATOR CHECK**

CHECK	DESCRIPTION	OK	NO
☒	VERBAL APPROVAL SHEET ATTACHED	☐	☐
☐	CONR7-2L IS AN ORIGINAL SIGNED	☐	☐
☐	EVERY ITEM INCREASE/DECREASE HAS AN EXPLANATION	☐	☐
☐	QUANTITY EXPLAINED AGREES WITH QUANTITY ORDERED	☐	☐
☐	EXPLANATIONS MEET CRITERIA OUTLINED IN 'OOO EXPLANATION WRITING GUIDE' ISSUED BY THE REGION	☐	☐
☐	ALL SUPPORTING CORRESPONDENCE REFERRED TO IN THE 'EXPLANATIONS' IS ATTACHED	☐	☐
YES	NO		
☐	☒ DOES ANY MAJOR ITEM QUANTITY ADJUSTMENT VARY MORE THAN 25% FROM THE ORIGINAL AUTHORIZED AMOUNT	☐	☐
☐	☒ A PRICE ANALYSIS WORKSHEET (BID OR NEW) IS ATTACHED	☐	☐
☐	☒ DOES ANY NON-MAJOR ITEM QUANTITY OVERRUN MORE THAN 100%	☐	☐
☐	☒ A PRICE ANALYSIS WORKSHEET (BID OR NEW) IS ATTACHED	☐	☐
☐	☒ ARE ITEMS ADDED TO THE CONTRACT	☐	☐
☐	☒ A NEW PRICE ANALYSIS IS ATTACHED	☐	☐
☐	☒ OOC BACKUP AND EXPLANATION DISK SUBMITTED	☐	☐

NEW OR CHANGED ITEMS:

☒	ALL TYPES: ARE SPECIFICATIONS ATTACHED, OR IF APPLICABLE, IS REFERENCE MADE TO THE STANDARD SPECIFICATIONS IN THE EXPLANATIONS	☐	☐
☐	AGREED PRICE ITEMS: A LETTER WITH THE AGREED PRICE FROM THE CONTRACTOR IS ATTACHED	☐	☐
☐	FORCE ACCOUNT ESTIMATE (FE) ITEMS: COST BREAKDOWN IS ATTACHED AS PER SAMPLE PACKAGE ISSUED BY THE REGION	☐	☐
☐	FORCE ACCOUNT ACTUAL (FA) ITEMS: FORMS ARE COMPLETED AND ARE DONE AS PER FORCE ACCOUNT SAMPLE PACKAGE ISSUED BY THE REGION	☐	☐
☐	EQUIPMENT RENTAL COSTS WERE VERIFIED WITH THE BLUE BOOK RATES (ATTACHED)	☐	☐
☐	EQUIPMENT OWNERSHIP COSTS WERE VERIFIED WITH BLUE BOOK RATES (ATTACHED)	☐	☐
☐	OWNERSHIP COSTS WERE DEPRECIATED BASED ON EQUIPMENT AGE	☐	☐
☐	IF FE DID NOT PRECEDE THIS FA INTRODUCTION, AN EXPLANATION IS ATTACHED AS TO WHY IT WAS NOT PROVIDED	☐	☐

REVIEWED AND RECOMMENDED BY:


 Resident Eng EIC h.2.m
 DATE
 THE EXPLANATIONS & AGREED PRICES WERE REVIEWED AND ARE ACCEPTABLE

RECEIVED: _____

REVIEWED BY: _____

RETURNED FOR RESUBMITTAL ☐

ACCEPTED FOR APPROVAL ☐

CONSTRUCTION SUPERVISOR

DATE

REGIONAL OOC COORDINATOR

DATE



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LANCE MacMILLAN, P.E.
Regional Director

BY EMAIL ONLY

March 14, 2022

Mr. Jason Morris, P.E.
City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

**RE: PIN 8761.39; LAKE DRIVE OVER QUASSAICK CREEK,
CITY OF NEWBURGH, ORANGE COUNTY
CHANGE ORDER (CO) #1**

Dear Mr. Morris:

This letter serves to inform you that the Local Projects Unit approved CO #1:

Bid Price	\$2,139,500.00
CO #1 (Time Ext. - 5/31/21)	\$0.00
CO #2 (Time Ext. - 9/30/22)	\$0.00
CO #9 (Cleanup- underruns)	(\$27,967.50)
<u>Current Contract Cost</u>	<u>\$2,111,532.50</u>

The approval of this Change Order is not a commitment to provide additional funds.

Should there be any questions, please feel free to contact me at vaughan.banfield@dot.ny.gov.

Sincerely,

ORIETTA V. TROCARD, P.E.
REGIONAL LOCAL PROJECTS LIAISON

BY:

VAUGHAN BANFIELD, P.E.
CONSTRUCTION LOCAL PROJECTS ADVISOR

OT:VB:vb



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LANCE MacMILLAN, P.E.
Regional Director

BY EMAIL ONLY

March 3, 2022

Mr. Jason Morris, P.E.
City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

**RE: PIN 8761.39; LAKE DRIVE OVER QUASSAICK CREEK,
CITY OF NEWBURGH, ORANGE COUNTY
CHANGE ORDER (CO) #2**

Dear Mr. Morris:

This letter serves to inform you that the Local Projects Unit approved CO #2:

Bid Price	\$2,139,500.00
CO #2 (Time Ext. – 9/30/22)	\$0.00
<u>Current Contract Cost</u>	<u>\$1,139,500.00</u>

The approval of this Change Order is not a commitment to provide additional funds.

Should there be any questions, please feel free to contact me at vaughan.banfield@dot.ny.gov.

Sincerely,

ORIETTA V. TROCARD, P.E.
REGIONAL LOCAL PROJECTS LIAISON

BY: 

VAUGHAN BANFIELD, P.E.
CONSTRUCTION LOCAL PROJECTS ADVISOR

OT:VB:vb



HVEA Engineers

Change Order Details

PIN 8761.39 Lake Drive/Quassaick Creek Bridge Replacement

Description	The replacement of two corrugated metal twin arch pipes with a precast structure to carry both vehicles and pedestrians along Lake Drive over the Quassaick Creek.
Prime Contractor	Michels Corporation 817 W. Main Street, PO Box 128 Brownsville, WI 53006
Change Order	2
Status	Pending
Date Created	04/22/2021
Type	Time Extension
Summary	Time Extension - Installation of 12" Watermain & Project Closeout
Change Order Description	This Order on Contract No. 2 is written to modify the contract as follows: 1. Add additional time to the contract for the installation of the 12-inch watermain. This work could not be performed prior as a supply chain issues forced the schedule to be delayed due to the inability of the Contractor/Subcontract to obtain the necessary materials for the work. Additionally the extension will allow the Prime Contractor to complete outstanding punch list items 1, 2, 9, 10, 15 and 16. Additional time is included for finalization of the contract.
Awarded Project Amount	\$2,139,500.00
Authorized Project Amount	\$2,139,500.00
Change Order Amount	\$0.00

Revised Project Amount \$2,139,500.00

New Time Limits

Type	Pending Deadline	Pending Cost per Day
Completion Date	09/30/2022	\$0.00
Time Extension to increase contract duration to allow for the installation of the 12-inch watermain (New Item 950.11) which was added to the Contract in resolution of DSC-1 (CO-6) and for the completion of outstanding punch list work.		
1 time limit		

Attachments

Document	Name	Description	Submission Date
8761.39_CONR_250_093022.pdf	8761.39 CONR_250 093022.pdf		03/02/2022 03:47 PM EST
PIN_8761.39_Lake_Drive_Punchlist.pdf	PIN 8761.39 Lake Drive Punchlist.pdf		03/02/2022 04:48 PM EST
PIN_8761.39_OOC_No2_Checklist.pdf	PIN 8761.39 OOC No2 Checklist.pdf		03/02/2022 04:05 PM EST
3 attachments			

(Sponsor) Certificate of Recommended Order on Contract

2IN 8761.39

LD 035371

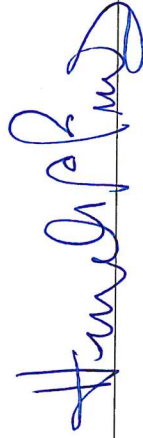
City of Newburgh Purchase Order No.: 27155

Contractor Name: Michels Corporation

Change Order No. 2

, Heather Pietrasz, hereby certify that I am the officially designated project manager of the subject project, that the adjustments here within and the material incorporated under the subject contract as stated in this Change Order No. 2 are necessary, and to the best of my knowledge and belief, the said information is correct and in strict compliance with the terms of the said contract.

further certify that the records from which this order on contract was developed and any other record required by statute, rule or regulation of the New York State Department of Transportation or the Federal Government or prescribed in the contract have been established and will be filed in the Consultant's Office, in accordance with the terms of the contract.



3.22.22

Heather Pietrasz, HVEA Engineers, Resident Engineer

Date

Jason C. Morris, PE

City Engineer

Date

Responsible Local Official of City of Newburgh, Sponsor

Change Order Details:

2IN 8761.39 Lake Drive/Quassaick Creek Bridge Replacement

03/02/2022

Page 3 of 3

APPLICATION FOR EXTENSION OF COMPLETION DATE

Contract No.: 8761.39 Contract Description: Lake Dr/Quassaick Creek Bridge Replacement

Contractor Name: Michels Corporation

The contract identified above provides for completion of the work by the contract completion date. In accordance with the provisions of Article 4 of said contract, the undersigned Contractor hereby makes application for an extension of the date of completion of said contract to 09/30/2022.

Pursuant to Article 4 of said contract - "No extension beyond the date of completion fixed by the terms of this contract shall be effective until approved in writing by the State. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the State, which may include the assessment of liquidated damages and a charge for engineering and inspection expenses actually incurred upon the work, ..."

In consideration for granting an extension of the contract completion date as requested herein, the undersigned Contractor hereby acknowledges and agrees to the following terms and conditions:

1. As set forth in the Standard Specifications; for each calendar day, or any portion thereof, that any work remains uncompleted after the contract completion date specified in the contract agreement, Liquidated Damages and/or Engineering Charges from the contract completion date to the final date of completion of the work will be assessed against the Contractor. Engineering Charges include all appropriate engineering and inspection expenses incurred by the State, its consultants and inspection agencies, and by railroad companies. Engineering Charges will be assessed in cases where the work has been unduly delayed by the Contractor because of unwarranted reasons, inefficient operation, or for any other reason for which the Department determines the Contractor to be responsible.
2. Approval of this Application for Extension of Completion Date, without a charge for engineering and inspection service, shall not obligate the State, in any manner whatsoever, to liability in any claim for damages for delay which may be made against the State in connection with the aforesaid contract, and such approval is granted solely for the purpose of completing the work and expediting contract payments.

It is understood that, if this extension of completion date is approved, the Commissioner of Transportation does not waive or release any claim the Department may have against the Contractor whether it be for actual or liquidated damages for any reason whatsoever.

Work Remaining:

12" waterline change order C02 and punch list items: 1, 2, 9, 10, 15 and 16 from letter dated October 5, 2021

Reason for Request:

due to pandemic outbreak material delivery for the 12" waterline-C02 (change order work) has been delayed -EOT is contingent on approval of fence change order and submittal approval

By:

Hamed S. Njard

Signature

3/1/2022

Date

Project Manager

Title

RESOLUTION NO.: _____ - 2022

OF

MARCH 28, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER NO. 3 TO THE MICHELS CORPORATION
CONSTRUCTION CONTRACT IN
THE LAKE DRIVE OVER QUASSAICK CREEK BRIDGE REPLACEMENT PROJECT
(BIN#2223630/PIN#8761.39)
REDUCING THE CONTRACT AMOUNT BY \$7,424.75**

WHEREAS, by Resolution No. 114-2020 of May 28, 2020, the City Council of the City of Newburgh awarded a bid for the construction of the bid for construction of the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39) to Michels Corporation in an amount not to exceed \$2,139,500.00; and

WHEREAS, utilized project underruns to compensate for changes to the floodwall and the limits of stone filling which requires a change order to the contract decreasing the awarded contract price by \$7,424.75; the same being in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute Change Order No. 3 with Michels Corporation reducing the contract amount by \$7,424.75 in the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39).



March 14, 2022

Mr. Jason Morris, P.E.
City of Newburgh Engineer
83 Broadway
Newburgh, NY 12550

**Re: Order on Contract (OOC) Nos. 2, 3, 4 & 9
EOT, Balancing of Contract Overruns and Underruns, Item Modification and New Items
PIN 8761.39 Lake Drive over Quassaick Creek Bridge Replacement**

Dear Mr. Morris,

Attached herein please find the summation for City of Newburgh Order on Contracts Nos. 2, 3, 4, and 9 for the above referenced project. These OOC's include extension of time, balancing of contract item underruns and overruns based on the actual work necessary for the satisfactory completion of the project, modification to work items and introduction of new work items for changed conditions, and the documentation in support of these Orders is provided as follows:

- **Order on Contract No. 2 – Extension of Time. Value \$ 0.00**
 - Construction Order On Contract Checklist
 - APPIA Change Order No. 2 Detail Report
 - CONR 250 Application for Extension of Completion Date
 - Michels Corporation Completion Schedule
- **Order on Contract No. 3 – Item Scope Change – Item Modification. Value \$ - 7,424.75**
 - Construction Order On Contract Checklist
 - CONR 104 Authorization Of Extra Work
 - APPIA Change Order No. 3 Detail Report
 - Contract Completion Closeout Resolution
 - Cost Analysis Worksheets
 - Engineer's Analysis and Explanations
 - Michels Corporation Computation of Additional Costs, DSC-04: Floodwall – Footing Conflict
 - RFI's Nos 7 & 8
- **Order on Contract No. 4 – Field Change Payment #1 – Contract Overruns. Value \$0.00**
 - Construction Order On Contract Checklist
 - CONR 104 Authorization Of Extra Work
 - APPIA Change Order No. 4 Detail Report
 - Contract Completion Closeout Resolution
 - Cost Analysis Worksheets
 - Engineer's Analysis and Explanations
 - FCP value applied to OOC = \$37,253.00
- **Order on Contract No. 9 – Clean-up Change Order. Value \$ - \$27,967.50**
 - Construction Order On Contract Checklist
 - APPIA Change Order No. 9 Detail Report
 - Cost Analysis Worksheets
 - Engineer's Analysis and Explanations

OOC #2 was necessary as work which was scheduled for the Spring of 2021 could not be conducted due to supply chain issues which dictated the availability of necessary materials for the installation of the 12-inch DIP watermain. Upon approval of the OOC, the contract completion date is set as September 30, 2022.

OOC #3 utilized project underruns to compensate for the item modifications necessitated due to the direction to the Contractor communicated in RFI's 7 and 8. Specifically, Item 950.19 is introduced into the contract through this order. A credit of \$7,424.75 is returned to the contract upon approval of this OOC.

In OOC #4 the item overruns of the contract required applying Item 697.03 Field Change Payment (FCP). The majority of the contract item overruns were comprised of additional work directed by the Resident Engineer and agreed by the City of Newburgh. A value of \$76,000 is available under item 697.03 in this contract and in OOC #4 total value \$37,253.00 was applied for compensation of the project overruns.

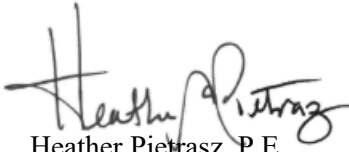
OOC #9 was written as a clean-up change order to balance the contract underruns. A credit of \$27,967.50 is returned to the contract upon approval of this OOC.

The NYSDOT LPU has granted approval for the OOC's which required time extensions, compensation for item overruns and new contract items, and upon your final acceptance, the contract time and value will be amended as identified.

Should you have any questions or if you need anything further feel free to contact me by email at hpietrasz@hveapc.com or by phone at 914-850-2992.

Sincerely,

HVEA Engineers



Heather Pietrasz, P.E.
Resident Engineer

cc: B. Fitzgerald, HVEA Engineers
L. Bach, PE, HVEA Engineers

CONSTRUCTION ORDER ON CONTRACT CHECKLIST

LD 035371 OOC #: 3 EIC: Heather Pietrasz, HVEA Engineers DATE: 11/6/21

☒ ORIGINAL ☐ RESUBMITTAL

PIN: 8761.39 DESCRIPTION: Contract Scope Change-Item Modification % TIME ELAPSED: 100

CONTRACTOR: Michels Corporation % CONTRACT WORK COMPLETED: 92.9

GENERAL - EVERY ITEM: PREPARER'S

REGIONAL COORDINATOR CHECK

CHECK	DESCRIPTION	OK	NO
☒	VERBAL APPROVAL SHEET ATTACHED	☐	☐
☒	CONR7-2L IS AN ORIGINAL SIGNED	☐	☐
☒	EVERY ITEM INCREASE/DECREASE HAS AN EXPLANATION	☐	☐
☒	QUANTITY EXPLAINED AGREES WITH QUANTITY ORDERED	☐	☐
☒	EXPLANATIONS MEET CRITERIA OUTLINED IN 'OOC EXPLANATION WRITING GUIDE' ISSUED BY THE REGION	☐	☐
☒	ALL SUPPORTING CORRESPONDENCE REFERRED TO IN THE 'EXPLANATIONS' IS ATTACHED	☐	☐
YES	NO		
☐	☒ DOES ANY MAJOR ITEM QUANTITY ADJUSTMENT VARY MORE THAN 25% FROM THE ORIGINAL AUTHORIZED AMOUNT	☐	☐
☒	☐ A PRICE ANALYSIS WORKSHEET (BID OR NEW) IS ATTACHED	☐	☐
☐	☒ DOES ANY NON-MAJOR ITEM QUANTITY OVERRUN MORE THAN 100%	☐	☐
☒	☐ A PRICE ANALYSIS WORKSHEET (BID OR NEW) IS ATTACHED	☐	☐
☒	☐ ARE ITEMS ADDED TO THE CONTRACT	☐	☐
☒	☐ A NEW PRICE ANALYSIS IS ATTACHED	☐	☐
☐	☒ OOC BACKUP AND EXPLANATION DISK SUBMITTED	☐	☐

NEW OR CHANGED ITEMS:

☒	ALL TYPES: ARE SPECIFICATIONS ATTACHED, OR IF APPLICABLE, IS REFERENCE MADE TO THE STANDARD SPECIFICATIONS IN THE EXPLANATIONS	☐	☐
☒	AGREED PRICE ITEMS: A LETTER WITH THE AGREED PRICE FROM THE CONTRACTOR IS ATTACHED	☐	☐
☐	FORCE ACCOUNT ESTIMATE (FE) ITEMS: COST BREAKDOWN IS ATTACHED AS PER SAMPLE PACKAGE ISSUED BY THE REGION	☐	☐
☒	FORCE ACCOUNT ACTUAL (FA) ITEMS: FORMS ARE COMPLETED AND ARE DONE AS PER FORCE ACCOUNT SAMPLE PACKAGE ISSUED BY THE REGION	☐	☐
☒	EQUIPMENT RENTAL COSTS WERE VERIFIED WITH THE BLUE BOOK RATES (ATTACHED)	☐	☐
☒	EQUIPMENT OWNERSHIP COSTS WERE VERIFIED WITH BLUE BOOK RATES (ATTACHED)	☐	☐
☒	OWNERSHIP COSTS WERE DEPRECIATED BASED ON EQUIPMENT AGE	☐	☐
☐	IF FE DID NOT PRECEDE THIS FA INTRODUCTION, AN EXPLANATION IS ATTACHED AS TO WHY IT WAS NOT PROVIDED	☐	☐

REVIEWED AND RECOMMENDED BY:



EIC

11.6.21

DATE

THE EXPLANATIONS & AGREED PRICES WERE REVIEWED AND ARE ACCEPTABLE

RECEIVED:

REVIEWED BY:

RETURNED FOR RESUBMITTAL ☐
ACCEPTED FOR APPROVAL ☐

CONSTRUCTION SUPERVISOR

DATE

REGIONAL OOC COORDINATOR

DATE

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
AUTHORIZATION OF EXTRA WORK**

Region # 08	D 035371	PIN: 8761.39	AEW #: 1
County/Countries: Orange		Date: 02/28/2022	
Contract Description: Lake Drive over Quassaick Creek Bridge Replacement			
Engineer-in-Charge: Jason Morris, PE EngineerCity of Newburgh			Field Office Fax: NA
Contractor: Michels COrporation			
Is Contract FHWA RFA or NCA? ☒ Yes ☐ No		FHWA Concurrence Obtained? ☐ Yes ☒ N/A	
Municipal/Local Share Involvement? ☒ Yes ☐ No		Sufficient Funding in Place? ☒ Yes ☐ No	
Proposed Work within the Contract Limits? ☒ Yes ☐ No		Proposed work within the Contract Scope? ☒ Yes ☐ No	
Significant Change? ☐ Yes ☒ No		Has Project Manager been Notified? ☒ Yes ☐ No	
Contract Bid Amount: \$2,139,500.00		Contract Current Amount: \$2,139,500.00	
Estimated Increase Due to this Change: \$0.00			
Description of Proposed Extra Work: New Contract Item 950.19 DSC-4 Flood Wall Conflict. The location of the existing flood wall was not as depicted on the contract documents. Modification to the approved plans were necessary, and were performed as a response to RFI-007. Reduction in the cope of the Northwestern wingwall length resulted for the decrease in contract item quantities, although required the modification to approved reinforcing plans and schedules. The cost incurred by the Contractor to satisfactory support the existing flood wall and modify the contract work was \$12,685.85. The reduction of contract items due to the revised plans totalled \$30,270.60. Additionally in this AEW, the increased limits of the stone filling (bedding/heavy stone), and as it related to the Northern area of the stream, and it was in response to a RFI, the quantity overruns have been accounted for in this order. The costs associated with the response to RFI-008 were \$10,160.00			

Items Included in Description of Proposed Extra Work

Item No.	Description	Unit of Measure	Original Bid Quantity	Authorized To Date Quantity	Added Quantity	Price Type	Unit Price
207.26	PREFABRICATED COMPOSITE STRUCTURAL DRAIN	SY	240.00	240.00	-40.20	Bid Price	\$28.00
551.99460017	MICROPILES (CONTRACTOR DESIGNED)	Ea	55.00	55.00	-3.00	Bid Price	\$6,200.00
555.970100CA	CONCRETE FOR STRUCTURES, CLASS HP	CY	52.00	52.00	-5.30	Bid Price	\$1,250.00

☒ AEW has a value less than \$50,000 ☐ AEW has a value between \$50,000 & \$100,000 ☐ AEW has a value greater than \$100,000

Estimated AEW Total :	\$-7,424.75
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RECOMMENDED:

Date: _____

APPROVED:

Date: _____

[illegible]



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LANCE MacMILLAN, P.E.
Regional Director

BY EMAIL ONLY

March 14, 2022

Mr. Jason Morris, P.E.
City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

**RE: PIN 8761.39; LAKE DRIVE OVER QUASSAICK CREEK,
CITY OF NEWBURGH, ORANGE COUNTY
CHANGE ORDER (CO) #3**

Dear Mr. Morris:

This letter serves to inform you that the Local Projects Unit approved CO #3:

Bid Price	\$2,139,500.00
CO #1 (Time Ext. - 5/31/21)	\$0.00
CO #2 (Time Ext. - 9/30/22)	\$0.00
CO #3 (Overrun & New Items)	(\$7,242.75)
CO #9 (Cleanup- underruns)	(\$27,967.50)
<u>Current Contract Cost</u>	<u>\$2,104,289.75</u>

The approval of this Change Order is not a commitment to provide additional funds.

Should there be any questions, please feel free to contact me at vaughan.banfield@dot.ny.gov.

Sincerely,

ORietta V. Trocard, P.E.
REGIONAL LOCAL PROJECTS LIAISON

BY: 

VAUGHAN BANFIELD, P.E.
CONSTRUCTION LOCAL PROJECTS ADVISOR

OT:VB:vb



HVEA Engineers

Change Order Details

PIN 8761.39 Lake Drive/Quassaick Creek Bridge Replacement

Description	The replacement of two corrugated metal twin arch pipes with a precast structure to carry both vehicles and pedestrians along Lake Drive over the Quassaick Creek.
Prime Contractor	Michels Corporation 817 W. Main Street, PO Box 128 Brownsville, WI 53006
Change Order	3
Status	Pending
Date Created	11/06/2021
Type	Minor Overrun & New Items
Summary	OOB for Payment of Contract Overruns associated with RFI-008, Reduction of Contract Scope resulting from RFI-007; and work performed due DSC-4
Change Order Description	This Order on Contract is written as a vehicle for payment of minor item overruns which resulted from the response of RFI-08 and the additional of new contract item 950.19 DSC-4 Flood Wall Conflict. Additionally, this Order will balance the minor item underruns which were the result of the response to RFI-07 - Floodwall Conflict. Cost Analysis Worksheets are provided for all Major Item Under and Overruns and for Minor Item Overruns. See attached closeout acceptance signed by the Contractor and Sponsor regarding authorization of the extra work associated with DSC-004 - Flood Wall Conflict.
Awarded Project Amount	\$2,139,500.00
Authorized Project Amount	\$2,139,500.00
Change Order Amount	-\$7,424.75
Revised Project Amount	\$2,132,075.25

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current	Quantity	Amount	Change	Quantity	Amount	Revised
Section: 2 - Description										

0110	207.26	SY	\$28.000	240.000	\$6,720.00	-40.200	-\$1,125.60	199.800	\$5,594.40	
PREFABRICATED COMPOSITE STRUCTURAL DRAIN										
Reason: Work item was completed as required by plans and specifications. Per RFI-007 the extent of the NW Wingwall was modified, reducing the application area of this item. Minor Item. Not a Significant Change.										

0250	551.99460017	EACH	\$6,200.000	55.000	\$341,000.00	-3.000	-\$18,600.00	52.000	\$322,400.00	
MICROPILES (CONTRACTOR DESIGNED)										

Reason: A conflict was identified between the existing flood wall and the contract limits of the western footing (Ref. RFI #007). Due to this conflict the western footing required to be redesigned, and in the redesign, three (3) micropiles were removed, and not required to be installed. Applicable items: 551.99460017, 555.970100CA, & 555.970200CA Minor Item. Not a Significant Change.

0300	555.970100CA	CY	\$1,250.000	52.000	\$65,000.00	-5.300	-\$6,625.00	46.700	\$58,375.00	
CONCRETE FOR STRUCTURES,CLASS HP										

Reason: A conflict was identified between the existing flood wall and the contract limits of the western footing (Ref. RFI #007). Due to this conflict the western footing required to be redesigned, and in the redesign, the effective area of the Northwestern wingwall was reduced. Applicable items: 551.99460017, 555.970100CA, & 555.970200CA Major Item. Not a Significant Change.

0310	555.970200CA	CY	\$400.000	180.000	\$72,000.00	-9.800	-\$3,920.00	170.200	\$68,080.00	
FOOTING CONCRETE , CLASS HP										

Change Order Details:

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

Reason: A conflict was identified between the existing flood wall and the contract limits of the western footing (Ref. RFI #007). Due to this conflict the western footing required to be redesigned, and in the redesign, the effective area of the western footing (pile cap) was reduced. Applicable items: 551.99460017, 555.970100CA, & 555.970200CA Major Item. Not a Significant Change.

0560	620.05	CY	\$180.000	330.000	\$59,400.00	51.000	\$9,180.00	381.000	\$68,580.00
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STONE FILLING (HEAVY)

Reason: RFI-08 addressed the Limits of Items 620.05 & 620.0801. Material was extended so that the placement area adequately protects the ends of the wingwalls. Major Item. Not a Significant Change.

0570	620.0801	CY	\$70.000	100.000	\$7,000.00	14.000	\$980.00	114.000	\$7,980.00
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BEDDING MATERIAL, TYPE 1

Reason: RFI-08 addressed the Limits of Items 620.05 & 620.0801. Material was extended so that the placement area adequately protects the ends of the wingwalls. Major Item. Not a Significant Change.

6 items			Totals		\$551,120.00		-\$20,110.60		\$531,009.40
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New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 2 - Description					
0680	950.19	DC	12,685.850	\$1.000	\$12,685.85
Miscellaneous: Flood Wall Stabilization					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
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Reason: In the course of the work, the existing flood wall feature located at the NW area of the Quassack Creek was found to be in conflict with the contract drawings and as excavation progress per contract the wall was undermined. This Item is added to the contract to compensate the Prime Contractor for the additional labor and materials required to stabilize the wall for progress on Contract Work.

1 item	Total: \$12,685.85
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Attachments

Document	Name	Description	Submission Date
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8761.39_CO3_CONR_104.pdf

8761.39_CO3_CONR_104.pdf

02/28/2022
07:33 PM
EST

Compensation_Package_-_Differing_Site_Conditions_Flood_Wall_Conflict_Rev2.pdf

Compensation Package - Differing Site Con
ditions; Flood Wall Conflict Rev2.pdf

DSC-4 FAW Package

_FE_8761.39_Lake_Drive_Closeout_Letter_October_5_2021_.pdf

(FE) 8761.39 Lake Drive Closeout Letter (O
ctober 5, 2021).pdf

Claim Agreement between the Prime Contractor and Sponsor

PIN_8761.39_CO3_CAW_MajMinOverruns.p

PIN 8761.39_CO3_CAW_MajMinOverruns.p

Cost Analysis Worksheets for Major and Minor Item Overruns

PIN_8761.39_CO3_Item_Analysis.pdf

PIN 8761.39_CO3_Item_Analysis.pdf

CO3 Item Analysis

PIN_8761.39_HVEA_RFI-007_RespdWgs100

PIN 8761.39 HVEA RFI-007 RespdWgs100

RFI Issued for Modifications due to existing conditions encount

7 attachments

Change Order Details:

PIN 8761.39 Lake Drive/Quassack Creek Bridge Replacement

Document	Name	Description	Submission Date
820.pdf	820.pdf	ered effecting Western micropiles, footing, and walls	12:09 PM EDT
RFI - _08 - _Bedding_Stone_type_1__Stone_Filling_Area_HVEA_Response.pdf	RFI - 08 - Bedding Stone type 1 Stone Filling Area_HVEA Response.pdf	RFI Issued for revised limits of 620.05 & 620.0801	11/06/2021 11:01 AM EDT
7 attachments			

(Sponsor) Certificate of Recommended Order on Contract

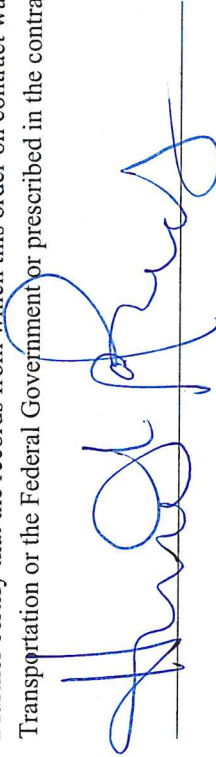
PIN 8761.39 LD 035371 City of Newburgh Purchase Order No.: 27155

Contractor Name: Michels Corporation

Change Order No. 3

I, Heather Pietrasz, hereby certify that I am the officially designated project manager of the subject project, that the adjustments here within and the material incorporated under the subject contract as stated in this Change Order No. 3 are necessary, and to the best of my knowledge and belief, the said information is correct and in strict compliance with the terms of the said contract.

I further certify that the records from which this order on contract was developed and any other record required by statute, rule or regulation of the New York State Department of Transportation or the Federal Government or prescribed in the contract have been established and will be filed in the Consultant's Office, in accordance with the terms of the contract.



Heather Pietrasz, HVEA Engineers, Resident Engineer

7.13.2022

Date

Jason C. Morris, PE

City Engineer

Date

Responsible Local Official of City of Newburgh, Sponsor

Change Order Details:

PIN 8761.39 Lake Drive/Quassaick Creek Bridge Replacement

RESOLUTION NO.: _____ - 2022

OF

MARCH 28, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER NO. 4 TO THE MICHELS CORPORATION
CONSTRUCTION CONTRACT IN
THE LAKE DRIVE OVER QUASSAICK CREEK BRIDGE REPLACEMENT PROJECT
(BIN#2223630/PIN#8761.39) WITH NO CHANGE TO THE CONTRACT AMOUNT**

WHEREAS, by Resolution No. 114-2020 of May 28, 2020, the City Council of the City of Newburgh awarded a bid for the construction of the bid for construction of the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39) to Michels Corporation in an amount not to exceed \$2,139,500.00; and

WHEREAS, an increase in the contract of \$37,253.00 for additional quantity increases for unclassified excavation, additional subbase course and additional top course asphalt paving offset by funding available from other project items resulting in no change to the total contract price but requires a change order to the contract; the same being in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute Change Order No. 4 with Michels Corporation with no change to total contract price in the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39).



March 14, 2022

Mr. Jason Morris, P.E.
City of Newburgh Engineer
83 Broadway
Newburgh, NY 12550

**Re: Order on Contract (OOC) Nos. 2, 3, 4 & 9
EOT, Balancing of Contract Overruns and Underruns, Item Modification and New Items
PIN 8761.39 Lake Drive over Quassaick Creek Bridge Replacement**

Dear Mr. Morris,

Attached herein please find the summation for City of Newburgh Order on Contracts Nos. 2, 3, 4, and 9 for the above referenced project. These OOC's include extension of time, balancing of contract item underruns and overruns based on the actual work necessary for the satisfactory completion of the project, modification to work items and introduction of new work items for changed conditions, and the documentation in support of these Orders is provided as follows:

- **Order on Contract No. 2 – Extension of Time. Value \$ 0.00**
 - Construction Order On Contract Checklist
 - APPIA Change Order No. 2 Detail Report
 - CONR 250 Application for Extension of Completion Date
 - Michels Corporation Completion Schedule
- **Order on Contract No. 3 – Item Scope Change – Item Modification. Value \$ - 7,424.75**
 - Construction Order On Contract Checklist
 - CONR 104 Authorization Of Extra Work
 - APPIA Change Order No. 3 Detail Report
 - Contract Completion Closeout Resolution
 - Cost Analysis Worksheets
 - Engineer's Analysis and Explanations
 - Michels Corporation Computation of Additional Costs, DSC-04: Floodwall – Footing Conflict
 - RFI's Nos 7 & 8
- **Order on Contract No. 4 – Field Change Payment #1 – Contract Overruns. Value \$0.00**
 - Construction Order On Contract Checklist
 - CONR 104 Authorization Of Extra Work
 - APPIA Change Order No. 4 Detail Report
 - Contract Completion Closeout Resolution
 - Cost Analysis Worksheets
 - Engineer's Analysis and Explanations
 - FCP value applied to OOC = \$37,253.00
- **Order on Contract No. 9 – Clean-up Change Order. Value \$ - \$27,967.50**
 - Construction Order On Contract Checklist
 - APPIA Change Order No. 9 Detail Report
 - Cost Analysis Worksheets
 - Engineer's Analysis and Explanations

OOC #2 was necessary as work which was scheduled for the Spring of 2021 could not be conducted due to supply chain issues which dictated the availability of necessary materials for the installation of the 12-inch DIP watermain. Upon approval of the OOC, the contract completion date is set as September 30, 2022.

OOC #3 utilized project underruns to compensate for the item modifications necessitated due to the direction to the Contractor communicated in RFI's 7 and 8. Specifically, Item 950.19 is introduced into the contract through this order. A credit of \$7,424.75 is returned to the contract upon approval of this OOC.

In OOC #4 the item overruns of the contract required applying Item 697.03 Field Change Payment (FCP). The majority of the contract item overruns were comprised of additional work directed by the Resident Engineer and agreed by the City of Newburgh. A value of \$76,000 is available under item 697.03 in this contract and in OOC #4 total value \$37,253.00 was applied for compensation of the project overruns.

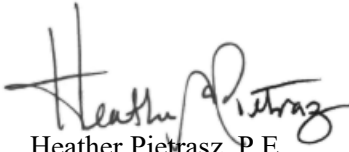
OOC #9 was written as a clean-up change order to balance the contract underruns. A credit of \$27,967.50 is returned to the contract upon approval of this OOC.

The NYSDOT LPU has granted approval for the OOC's which required time extensions, compensation for item overruns and new contract items, and upon your final acceptance, the contract time and value will be amended as identified.

Should you have any questions or if you need anything further feel free to contact me by email at hpietrasz@hveapc.com or by phone at 914-850-2992.

Sincerely,

HVEA Engineers



Heather Pietrasz, P.E.
Resident Engineer

cc: B. Fitzgerald, HVEA Engineers
L. Bach, PE, HVEA Engineers

CONSTRUCTION ORDER ON CONTRACT CHECKLIST

L D 035371 OOC #: 4 EIC: Heather Pietrasz, HVEA Engineers DATE: 11/6/21

☒ ORIGINAL ☐ RESUBMITTAL

PIN: 8761.39 DESCRIPTION: Field Change Payment - Contract Overruns % TIME ELAPSED: 100

CONTRACTOR: Michels Corporation % CONTRACT WORK COMPLETED: 92.9

**GENERAL - EVERY ITEM:
PREPARER'S**

**REGIONAL
COORDINATOR CHECK**

CHECK	DESCRIPTION	OK	NO
☒	VERBAL APPROVAL SHEET ATTACHED	☐	☐
☒	CONR7-2L IS AN ORIGINAL SIGNED	☐	☐
☒	EVERY ITEM INCREASE/DECREASE HAS AN EXPLANATION	☐	☐
☒	QUANTITY EXPLAINED AGREES WITH QUANTITY ORDERED	☐	☐
☒	EXPLANATIONS MEET CRITERIA OUTLINED IN 'OOC EXPLANATION WRITING GUIDE' ISSUED BY THE REGION	☐	☐
☒	ALL SUPPORTING CORRESPONDENCE REFERRED TO IN THE 'EXPLANATIONS' IS ATTACHED	☐	☐
YES	NO		
☐	☒ DOES ANY MAJOR ITEM QUANTITY ADJUSTMENT VARY MORE THAN 25% FROM THE ORIGINAL AUTHORIZED AMOUNT	☐	☐
☒	☐ A PRICE ANALYSIS WORKSHEET (BID OR NEW) IS ATTACHED	☐	☐
☐	☒ DOES ANY NON-MAJOR ITEM QUANTITY OVERRUN MORE THAN 100%	☐	☐
☒	☐ A PRICE ANALYSIS WORKSHEET (BID OR NEW) IS ATTACHED	☐	☐
☐	☒ ARE ITEMS ADDED TO THE CONTRACT	☐	☐
☐	☒ A NEW PRICE ANALYSIS IS ATTACHED	☐	☐
☐	☒ OOC BACKUP AND EXPLANATION DISK SUBMITTED	☐	☐

NEW OR CHANGED ITEMS:

☐	ALL TYPES: ARE SPECIFICATIONS ATTACHED, OR IF APPLICABLE, IS REFERENCE MADE TO THE STANDARD SPECIFICATIONS IN THE EXPLANATIONS	☐	☐
☐	AGREED PRICE ITEMS: A LETTER WITH THE AGREED PRICE FROM THE CONTRACTOR IS ATTACHED	☐	☐
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☐	EQUIPMENT RENTAL COSTS WERE VERIFIED WITH THE BLUE BOOK RATES (ATTACHED)	☐	☐
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☐	OWNERSHIP COSTS WERE DEPRECIATED BASED ON EQUIPMENT AGE	☐	☐
☐	IF FE DID NOT PRECEDE THIS FA INTRODUCTION, AN EXPLANATION IS ATTACHED AS TO WHY IT WAS NOT PROVIDED	☐	☐

REVIEWED AND RECOMMENDED BY:



EIC

11-6-21

DATE

THE EXPLANATIONS & AGREED PRICES WERE REVIEWED AND ARE ACCEPTABLE

RECEIVED: _____

REVIEWED BY: _____

RETURNED FOR RESUBMITTAL ☐
ACCEPTED FOR APPROVAL ☐

CONSTRUCTION SUPERVISOR

DATE

REGIONAL OOC COORDINATOR

DATE

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
AUTHORIZATION OF EXTRA WORK**

Region # 08	D 035371	PIN: 8761.39	AEW #: 2
County/Countries: Orange		Date: 02/28/2022	
Contract Description: Lake Drive over Quassaick Creek Bridge Replacement			
Engineer-in-Charge: Jason Morris, PE EngineerCity of Newburgh			Field Office Fax: NA
Contractor: Michels Corporation			
Is Contract FHWA RFA or NCA? ☒ Yes ☐ No		FHWA Concurrence Obtained? ☐ Yes ☒ N/A	
Municipal/Local Share Involvement? ☒ Yes ☐ No		Sufficient Funding in Place? ☒ Yes ☐ No	
Proposed Work within the Contract Limits? ☒ Yes ☐ No		Proposed work within the Contract Scope? ☒ Yes ☐ No	
Significant Change? ☐ Yes ☒ No		Has Project Manager been Notified? ☒ Yes ☐ No	
Contract Bid Amount: \$2,139,500.00		Contract Current Amount: \$2,139,500.00	
Estimated Increase Due to this Change: \$0.00			
Description of Proposed Extra Work: Clean up change order for the Item Overruns. No overruns amounted to a Significant Change. Total Value of Contract Item Overrun = \$37,253.00. Field Change Payment to be applied for payment of overruns.			

Items Included in Description of Proposed Extra Work

Item No.	Description	Unit of Measure	Original Bid Quantity	Authorized To Date Quantity	Added Quantity	Price Type	Unit Price
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	254.00	254.00	74.00	Bid Price	\$65.00
304.11000008	SUBBASE COURSE (MODIFIED)	CY	210.00	210.00	59.50	Bid Price	\$65.00
402.128303	12.5 F3 TOP COURSE HMA, 80 SERIES COMPACTION	TON	70.00	70.00	7.14	Bid Price	\$200.00

☒ AEW has a value less than \$50,000 ☐ AEW has a value between \$50,000 & \$100,000 ☐ AEW has a value greater than \$100,000

Estimated AEW Total :	\$37,253.00
-----------------------	--------------------

RECOMMENDED:

Date: _____

APPROVED:

Date: _____

[illegible]



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LANCE MacMILLAN, P.E.
Regional Director

BY EMAIL ONLY

March 14, 2022

Mr. Jason Morris, P.E.
City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

**RE: PIN 8761.39; LAKE DRIVE OVER QUASSAICK CREEK,
CITY OF NEWBURGH, ORANGE COUNTY
CHANGE ORDER (CO) #4**

Dear Mr. Morris:

This letter serves to inform you that the Local Projects Unit approved CO #4:

Bid Price	\$2,139,500.00
CO #1 (Time Ext. - 5/31/21)	\$0.00
CO #2 (Time Ext. - 9/30/22)	\$0.00
CO #3 (Underruns & Misc. Add.)	(\$7,242.75)
CO #4 (FCP Use)	\$0.00
CO #9 (Cleanup- underruns)	(\$27,967.50)
<u>Current Contract Cost</u>	<u>\$2,104,289.75</u>

The approval of this Change Order is not a commitment to provide additional funds.

Should there be any questions, please feel free to contact me at vaughan.banfield@dot.ny.gov.

Sincerely,

ORietta V. TROCARD, P.E.
REGIONAL LOCAL PROJECTS LIAISON

BY: 

VAUGHAN BANFIELD, P.E.
CONSTRUCTION LOCAL PROJECTS ADVISOR

OT:VB:vb



HVEA Engineers

Change Order Details

PIN 8761.39 Lake Drive/Quassaick Creek Bridge Replacement

Description	The replacement of two corrugated metal twin arch pipes with a precast structure to carry both vehicles and pedestrians along Lake Drive over the Quassaick Creek.
Prime Contractor	Michels Corporation 817 W. Main Street, PO Box 128 Brownsville, WI 53006
Change Order	4
Status	Pending
Date Created	11/06/2021
Type	Field Change Payment
Summary	Balancing of Contract Overrun via FCP
Change Order Description	A clean up change order for the Item Overruns. Field Change Payment to be applied for payment of overruns.
Awarded Project Amount	\$2,139,500.00
Authorized Project Amount	\$2,139,500.00
Change Order Amount	\$0.00
Revised Project Amount	\$2,139,500.00

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 2 - Description									
0030	203.02	CY	\$65.000	254.000	\$16,510.00	74.000	\$4,810.00	328.000	\$21,320.00
UNCLASSIFIED EXCAVATION AND DISPOSAL									
Reason: Due to the existing condition of the existing roadway at the mill and fill limits identified in the Contract Documents, specifically the thickness of existing pavement section, 2-inches, was not conducive to milling operations and pavement overlay. Additional the existing pavement was placed over subgrade, with no subbase visible. Due to these conditions, it was deemed necessary by the RE and Sponsor that these sections would be excavated, and the full pavement section will be installed. Applicable items: 203.02, 304.11000008, & 402.258903 Minor Item. Not a Significant Change.									
0180	304.11000008	CY	\$65.000	210.000	\$13,650.00	59.500	\$3,867.50	269.500	\$17,517.50
SUBBASE COURSE (MODIFIED)									
Reason: Due to the existing condition of the existing roadway at the mill and fill limits identified in the Contract Documents, specifically the thickness of existing pavement section, 2-inches, was not conducive to milling operations and pavement overlay. Additional the existing pavement was placed over subgrade, with no subbase visible. Due to these conditions, it was deemed necessary by the RE and Sponsor that these sections would be excavated, and the full pavement section will be installed. Applicable items: 203.02, 304.11000008, & 402.258903 Minor Item. Not a Significant Change.									
0190	402.128303	TON	\$200.000	70.000	\$14,000.00	7.140	\$1,428.00	77.140	\$15,428.00
12.5 F3 TOP COURSE HMA, 80 SERIES COMPACTION									
Reason: Due to the timing of the final paving of the project per contract plan, the RE requested additional HMA be placed to provide a asphalt curbing the far southeast section of the project limits and overlays in areas where existing pavement was failing. This work was done interim prior to the installation of the 12-inch watermain. Minor Item. Not a Significant Change.									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0200	402.258903	TON	\$225.000	150.000	\$33,750.00	37.500	\$8,437.50	187.500	\$42,187.50
25 F9 BINDER COURSE HMA, 80 SERIES COMPACTION									
Reason: Due to the existing condition of the existing roadway at the mill and fill limits identified in the Contract Documents, specifically the thickness of existing pavement section, 2-inches, was not conducive to milling operations and pavement overlay. Additional the existing pavement was placed over subgrade, with no subbase visible. Due to these conditions, it was deemed necessary by the RE and Sponsor that these sections would be excavated, and the full pavement section will be installed. Applicable items: 203.02, 304.11000008, & 402.258903 Major Item. Not a Significant Change.									
0320	562.0101	SY	\$1,650.000	178.000	\$293,700.00	6.600	\$10,890.00	184.600	\$304,590.00
REINFORCED CONCRETE SPAN UNITS									
Reason: The authorized contract quantity was based on general structure dimensioning. The final installed quantity is based on the units fabricated per approved shop drawings. Major Item. Not a Significant Change.									
0330	568.51	LF	\$300.000	84.000	\$25,200.00	4.000	\$1,200.00	88.000	\$26,400.00
STEEL BRIDGE RAILING (FOUR RAIL)									
Reason: Final quantity basing on installed length of feature and corresponding material certification. Minor Item. Not a Significant Change.									
0420	606.10	LF	\$50.000	426.000	\$21,300.00	3.000	\$150.00	429.000	\$21,450.00
BOX BEAM GUIDE RAILING									
Reason: Final quantity basing on installed length of feature and corresponding material certification. Minor Item. Not a Significant Change.									
0470	607.21000011	LF	\$22.000	90.000	\$1,980.00	80.000	\$1,760.00	170.000	\$3,740.00
REMOVE AND DISPOSE OF CHAIN LINK FENCE									
Reason: Existing fencing located at the Southeastern section of the project limits was found to be in disrepair limits and was removed per the direction of the Sponsor. Minor Item.									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Not a Significant Change.									
0480	607.4101001	LF	\$5.000	290.000	\$1,450.00	278.000	\$1,390.00	568.000	\$2,840.00
TEMPORARY PLASTIC BARRIER FENCE									
Reason: Additional perimeter fencing was required to adequately identify the project limits at the various access points. AOB. Minor Item. Not a Significant Change.									
0490	608.0101	CY	\$1,000.000	10.000	\$10,000.00	1.000	\$1,000.00	11.000	\$11,000.00
CONCRETE SIDEWALKS AND DRIVEWAYS									
Reason: Additional sidewalk panels were installed beyond the western limits identified on the Contract drawings. The additional sections were installed due to the deteriorated condition of the existing sidewalk. (NOTE: Installed Quantity at time of CO is incorrectly reported. An 0.1 cy deduction to be entered. Correction required due to receipt of Material Certification. EOT required for this correction.) Minor Item. Not a Significant Change.									
0500	609.0401	LF	\$40.000	300.000	\$12,000.00	58.000	\$2,320.00	358.000	\$14,320.00
CAST-IN-PLACE CONCRETE CURB TYPE VF150									
Reason: Additional curbing was installed beyond the limits of the Contract Drawing due to the deteriorated condition of the existing curbing. Minor Item. Not a Significant Change.									
0650	697.03	DC	\$1.000	76,000.000	\$76,000.00	-37,253.000	-\$37,253.00	38,747.000	\$38,747.00
FIELD CHANGE PAYMENT									
Reason: FCP to be applied for Existing Contract Overruns - FCP#1; CO#4									
12 items	Totals				\$519,540.00		\$0.00		\$519,540.00

Attachments

Document	Name	Description	Submission Date
8761.39_CO4_CONR_104.pdf	8761.39 CO4 CONR_104.pdf		02/28/2022 08:35 PM EST
8761.39_HVEA_OOC_Summation_ltr_031322.pdf	8761.39 HVEA OOC Summation ltr 031322.pdf		03/13/2022 06:21 PM EDT
PIN_8761.39_CO4_CAW_MajMinOverruns.pdf	PIN 8761.39 CO4 CAW MajMinOverruns.pdf		11/06/2021 03:34 PM EDT
PIN_8761.39_CO4_Item_Analysis.pdf	PIN 8761.39 CO4 Item Analysis.pdf		11/06/2021 03:34 PM EDT
PIN_8761.39_OOC_No.4_ChkList_110621.pdf	PIN 8761.39 OOC No.4 ChkList 110621.pdf		11/06/2021 03:34 PM EDT
5 attachments			

(Sponsor) Certificate of Recommended Order on Contract

PIN 8761.39

LD 035371

City of Newburgh Purchase Order No.: 27155

Contractor Name: Michels Corporation

Change Order No. 4

I, Heather Pietrasz, hereby certify that I am the officially designated project manager of the subject project, that the adjustments here within and the material incorporated under the subject contract as stated in this Change Order No. 4 are necessary, and to the best of my knowledge and belief, the said information is correct and in strict compliance with the terms of the said contract.

I further certify that the records from which this order on contract was developed and any other record required by statute, rule or regulation of the New York State Department of Transportation or the Federal Government or prescribed in the contract have been established and will be filed in the Consultant's Office, in accordance with the terms of the contract.



Heather Pietrasz, HVEA Engineers, Resident Engineer

3.14.22

Date

Jason C. Morris, PE

City Engineer

Date

Responsible Local Official of City of Newburgh, Sponsor

Change Order Details:

PIN 8761.39 Lake Drive/Quassaick Creek Bridge Replacement

RESOLUTION NO.: _____ - 2022

OF

MARCH 28, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER NO. 5 TO THE MICHELS CORPORATION
CONSTRUCTION CONTRACT
IN THE LAKE DRIVE OVER QUASSAICK CREEK BRIDGE REPLACEMENT PROJECT
(BIN#2223630/PIN#8761.39)
INCREASING THE CONTRACT AMOUNT BY \$35,161.50**

WHEREAS, by Resolution No. 114-2020 of May 28, 2020, the City Council of the City of Newburgh awarded a bid for the construction of the bid for construction of the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39) to Michels Corporation in an amount not to exceed \$2,139,500.00; and

WHEREAS, additional work related to the installation of additional protective fencing added \$35,161.50 to the contract which requires a change order to the contract; the same being in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute Change Order No. 5 with Michels Corporation adding \$35,161.50 to the contract increasing the total contract amount in the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39).



HVEA Engineers

Change Order Details

PIN 8761.39 Lake Drive/Quassaick Creek Bridge Replacement

Description	The replacement of two corrugated metal twin arch pipes with a precast structure to carry both vehicles and pedestrians along Lake Drive over the Quassaick Creek.
Prime Contractor	Michels Corporation 817 W. Main Street, PO Box 128 Brownsville, WI 53006
Change Order	5
Status	Draft
Date Created	11/06/2021
Type	Changed Conditions
Summary	Additional Fencing limits and Modification to Site Fencing Installation
Change Order Description	This Order on Contract is written to add a new item to the Contract to allow for fencing modifications. The Contract Documents identified ground installed fencing within the project boundaries. Upon completion of the work, it became evident that additional fencing would be required due to the access now available at the project site, specifically the clear zones from the ROW to the structures wingwalls. To satisfactorily provide the best method to adequately protect the public from potential fall hazards, it was determined that the proposed fencing would be installed on the structure wingwalls, not as per contract. The Sponsor directed Michels Corporation (Michels) to receive quotes for the new method of installation. The Sponsor has accepted the quotation from Pulaski Fence Corp. for the installation of 114 lf of 6' chain-link fencing along the structure wingwalls. The installation of the fencing as described has been identified as a City of Newburgh betterment, therefore additional costs associated with the requested mounting are to be the responsibility of the City of Newburgh. The Order is written to allow for the following: Overrun of Item 607.0512 = 65 lf. Value = \$ 2,880.00 FCP applied = \$2,880 New Item 950.06 - Betterment = Modification to Site Fencing Installation. City Funded. Value = \$ 33,161.50

Awarded Project Amount	\$2,139,500.00
Authorized Project Amount	\$2,139,500.00
Change Order Amount	\$38,041.50
Revised Project Amount	\$2,177,541.50

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 2 - Description									
0460	607.0512	LF	\$45.000	50.000	\$2,250.00	64.000	\$2,880.00	114.000	\$5,130.00
VINYL COATED STEEL CHAIN-LINK FENCE ON PLASTIC COATED FRAMEWITH TOP RAIL 6 FEET HIGH									
Reason: Due to As-Built conditions, it was found that additionally fencing would be required to be installed. Additionally the fencing was changed from ground installation to structure mount. A new item will be added to the Contract for the change in scope of mounting. Minor Item, Not a Significant Change.									
1 item		Totals			\$2,250.00		\$2,880.00		\$5,130.00

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 2 - Description					
0720	950.06	DC	35,161.500	\$1.000	\$35,161.50
Incidental Construction: Changes Condition - Fencing Limits and Installation					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
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Reason: Betterment Compensation for modification of fencing installation from Contract Drawings. To be dispersed from City funds only.

1 item	Total: \$35,161.50				
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Attachments

Document	Name	Description	Submission Date
8761.39_950.06_MURK_26.pdf	8761.39 950.06 MURK_26.pdf		03/07/2022 06:27 PM EST
8761.39_Fence_modifications.pdf	8761.39 Fence modifications.pdf		03/07/2022 06:27 PM EST
Fence_for_Wingwalls.pdf	Fence for Wingwalls.pdf		03/07/2022 06:27 PM EST
Michels_-_Lake_Drive_Fence_Proposal.pdf	Michels - Lake Drive Fence Proposal.pdf		03/07/2022 06:27 PM EST
4 attachments			

DRAFT

(Sponsor) Certificate of Recommended Order on Contract

PIN 8761.39

LD 035371

City of Newburgh Purchase Order No.: 27155

Contractor Name: **Michels Corporation**

Change Order No. _____

I, Heather Pietrasz, hereby certify that I am the officially designated project manager of the subject project, that the adjustments here within and the material incorporated under the subject contract as stated in this Change Order No. _____ are necessary, and to the best of my knowledge and belief, the said information is correct and in strict compliance with the terms of the said contract.

I further certify that the records from which this order on contract was developed and any other record required by statute, rule or regulation of the New York State Department of Transportation or the Federal Government or prescribed in the contract have been established and will be filed in the Consultant's Office, in accordance with the terms of the contract.

Heather Pietrasz, HVEA Engineers, Resident Engineer

Date

Jason C. Morris, PE

Date

City Engineer

Responsible Local Official of City of Newburgh, Sponsor

Change Order Details:

PIN 8761.39 Lake Drive/Quassaick Creek Bridge Replacement

03/15/2022

Page 4 of 4

RESOLUTION NO.: _____ - 2022

OF

MARCH 28, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER NO. 6 TO THE MICHELS CORPORATION
CONSTRUCTION CONTRACT IN
THE LAKE DRIVE OVER QUASSAICK CREEK BRIDGE REPLACEMENT PROJECT
(BIN#2223630/PIN#8761.39)
INCREASING THE CONTRACT AMOUNT BY \$242,588.17**

WHEREAS, by Resolution No. 114-2020 of May 28, 2020, the City Council of the City of Newburgh awarded a bid for the construction of the bid for construction of the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39) to Michels Corporation in an amount not to exceed \$2,139,500.00; and

WHEREAS, additional costs related to the purchase and installation of new 12 inch water main on the project site added \$242,588.17 to the contract which requires a change order to the contract; the same being in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute Change Order No. 6 with Michels Corporation adding \$242,588.17 to the contract in the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39).



March 14, 2022

Mr. Jason Morris, P.E.
City of Newburgh Engineer
83 Broadway
Newburgh, NY 12550

**Re: Order on Contract (OOC) No. 6
Resolution of DSC Claim No. 1
PIN 8761.39 Lake Drive over Quassaick Creek Bridge Replacement**

Dear Mr. Morris,

Attached herein please find the summation for City of Newburgh Order on Contracts No. 6 for the above referenced project. This OOC includes deletion of contract work items 204.01 and introduction of new work item 950.11 for changed conditions associated with Michels Corporation Differing Site Condition Claim No. 1. The documentation in support of this Order is provided as follows:

- **Order on Contract No. 6 – Differing Site Conditions. Value = 242,558.17**
 - Construction Order On Contract Checklist
 - CONR 104 Authorization Of Extra Work
 - APPIA Change Order No. 6 Detail Report
 - Contract Completion Closeout Resolution
 - Approved 12-Inch Watermain Installation Drawings

OOC #6 was written to introduce new item 950.11 into the contract for work complete by the Contractor for work in excess of the contract scope. On October 5, 2021 the City of Newburgh and the Contractor entered into an agreement for resolution of outstanding differing site condition claims, and the agreed documentation per this document has been received and incorporated into OOC #6. The value of OOC #6 is \$242,558.17.

The total value of additionally funding required to be secured by the City of Newburgh for further processing of these Order on Contracts and payment to the Contractor is \$242,558.17.

Upon approval, the revised project value is \$2,380,670.06. Please note this final contract value does not include the credit to be received upon approvals of OOC Nos. 3 and 9, nor the additional costs incurred due to work associated with new items to be introduced to the contract through OOC Nos. 5, 7 and 8.

Subject: Order on Contract (OOC) No. 6

Project: PIN 8761.39 Lake Drive over Quassaick Creek Bridge Replacement

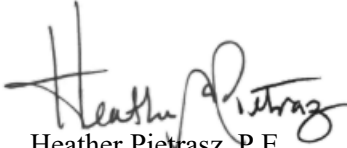
Date: March 14, 2022

Page: 2

Should you have any questions or if you need anything further feel free to contact me by email at hpietrasz@hveapc.com or by phone at 914-850-2992.

Sincerely,

HVEA Engineers

A handwritten signature in black ink, appearing to read "Heather Pietrasz". The signature is fluid and cursive, with the first name "Heather" and last name "Pietrasz" clearly distinguishable.

Heather Pietrasz, P.E.

Resident Engineer

cc: B. Fitzgerald, PE, HVEA Engineers
L. Bach, PE, HVEA Engineers

CONSTRUCTION ORDER ON CONTRACT CHECKLIST

L D035371 OOC #: 6 EIC: Heather Pietrasz, HVEA Engineers DATE: Mar 14, 2022

☒ ORIGINAL ☐ RESUBMITTAL

PIN: 8761.39 DESCRIPTION: Differing Site Conditions #1 % TIME ELAPSED: 100

CONTRACTOR: Michels Corporation % CONTRACT WORK COMPLETED: 92.9

**GENERAL - EVERY ITEM:
PREPARER'S**

**REGIONAL
COORDINATOR CHECK**

CHECK	DESCRIPTION	OK	NO
☒	VERBAL APPROVAL SHEET ATTACHED	☐	☐
☒	CONR7-2L IS AN ORIGINAL SIGNED	☐	☐
☒	EVERY ITEM INCREASE/DECREASE HAS AN EXPLANATION	☐	☐
☒	QUANTITY EXPLAINED AGREES WITH QUANTITY ORDERED	☐	☐
☒	EXPLANATIONS MEET CRITERIA OUTLINED IN 'OOO EXPLANATION WRITING GUIDE' ISSUED BY THE REGION	☐	☐
☒	ALL SUPPORTING CORRESPONDENCE REFERRED TO IN THE 'EXPLANATIONS' IS ATTACHED	☐	☐
YES	NO		
☐	☒ DOES ANY MAJOR ITEM QUANTITY ADJUSTMENT VARY MORE THAN 25% FROM THE ORIGINAL AUTHORIZED AMOUNT	☐	☐
☐	☒ A PRICE ANALYSIS WORKSHEET (BID OR NEW) IS ATTACHED	☐	☐
☐	☒ DOES ANY NON-MAJOR ITEM QUANTITY OVERRUN MORE THAN 100%	☐	☐
☐	☒ A PRICE ANALYSIS WORKSHEET (BID OR NEW) IS ATTACHED	☐	☐
☒	☐ ARE ITEMS ADDED TO THE CONTRACT	☐	☐
☒	☐ A NEW PRICE ANALYSIS IS ATTACHED	☐	☐
☐	☒ OOC BACKUP AND EXPLANATION DISK SUBMITTED	☐	☐

NEW OR CHANGED ITEMS:

☒	ALL TYPES: ARE SPECIFICATIONS ATTACHED, OR IF APPLICABLE, IS REFERENCE MADE TO THE STANDARD SPECIFICATIONS IN THE EXPLANATIONS	☐	☐
☒	AGREED PRICE ITEMS: A LETTER WITH THE AGREED PRICE FROM THE CONTRACTOR IS ATTACHED	☐	☐
☐	FORCE ACCOUNT ESTIMATE (FE) ITEMS: COST BREAKDOWN IS ATTACHED AS PER SAMPLE PACKAGE ISSUED BY THE REGION	☐	☐
☒	FORCE ACCOUNT ACTUAL (FA) ITEMS: FORMS ARE COMPLETED AND ARE DONE AS PER FORCE ACCOUNT SAMPLE PACKAGE ISSUED BY THE REGION	☐	☐
☒	EQUIPMENT RENTAL COSTS WERE VERIFIED WITH THE BLUE BOOK RATES (ATTACHED)	☐	☐
☒	EQUIPMENT OWNERSHIP COSTS WERE VERIFIED WITH BLUE BOOK RATES (ATTACHED)	☐	☐
☒	OWNERSHIP COSTS WERE DEPRECIATED BASED ON EQUIPMENT AGE	☐	☐
☐	IF FE DID NOT PRECEDE THIS FA INTRODUCTION, AN EXPLANATION IS ATTACHED AS TO WHY IT WAS NOT PROVIDED	☐	☐

REVIEWED AND RECOMMENDED BY:


Resident Eng. EIC 3.14.22 DATE
THE EXPLANATIONS & AGREED PRICES WERE REVIEWED AND ARE ACCEPTABLE

RECEIVED: _____

REVIEWED BY: _____

RETURNED FOR RESUBMITTAL ☐
ACCEPTED FOR APPROVAL ☐

CONSTRUCTION SUPERVISOR _____ DATE _____

REGIONAL OOC COORDINATOR _____ DATE _____

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

AUTHORIZATION OF EXTRA WORK

Region # 08	D 035371	PIN: 8761.39	AEW #: 3
County/Countries: Orange		Date: 03/14/2022	
Contract Description: Lake Drive over Quassaick Creek Bridge Replacement			
Engineer-in-Charge: Jason Morris, PE Engineer		City of Newburgh Field Office Fax: NA	
Contractor: Michels Corporation			
Is Contract FHWA RFA or NCA? ☒ Yes ☐ No		FHWA Concurrence Obtained? ☐ Yes ☒ N/A	
Municipal/Local Share Involvement? ☒ Yes ☐ No		Sufficient Funding in Place? ☒ Yes ☐ No	
Proposed Work within the Contract Limits? ☒ Yes ☐ No		Proposed work within the Contract Scope? ☒ Yes ☐ No	
Significant Change? ☐ Yes ☒ No		Has Project Manager been Notified? ☒ Yes ☐ No	
Contract Bid Amount: \$2,139,500.00		Contract Current Amount: \$2,139,500.00	
Estimated Increase Due to this Change: \$0.00			
Description of Proposed Extra Work: New Contract Item 950.11 DSC-1 12-inch Watermain Conflict During the course of the work it was determined that the existing 12-inch watermain which crossed Quassaick directly downstream of the south face of the culvert not only was of differing material, specifically cast iron rather than the ductile iron pile identified on the Contract Documents, but it also conflicted with the excavation limits at the Southeast quadrant of the project site. Due to the unstable condition of the watermain, Michels took the position that they could not progress the activities associated with the contract work in the area of this watermain. This notice was sent to the Sponsor on 8/10/21. The Sponsor directed Michels to replace this watermain in correspondence dated 9/28/21. As the abandonment of the existing 12-inch CIP Watermain was directed, the need for Contract Item 204.01 was eliminated, and is removed from the contract via this order. The contract plans were revised to provide for the installation of the new 12-inch watermain and these drawing were provided to Michels to incorporate any modifications to contract items, specifically the required penetrations in the SE and SW wingwalls. Michels will subcontract out the installation work to TAM Enterprises. This work is scheduled for Spring 2022.			

Items Included in Description of Proposed Extra Work

Item No.	Description	Unit of Measure	Original Bid Quantity	Authorized To Date Quantity	Added Quantity	Price Type	Unit Price
204.01	CONTROLLED LOW STRENGTH MATERIAL (CLSM)	CY	26.00	26.00	-26.00	Bid Price	\$500.00
950.11	DSC - 12" Watermain	DS	0.00	0.00	254,170.06	Agreed Price	\$1.00

☐ AEW has a value less than \$50,000
 ☐ AEW has a value between \$50,000 & \$100,000
 ☒ AEW has a value greater than \$100,000

Send a copy back to the EIC and the CO Specialist

Estimated AEW Total :	\$241,170.06
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RECOMMENDED:

Area Construction Supervisor

Date: _____

APPROVED:

Regional Construction Engineer

Date: _____

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
AUTHORIZATION OF EXTRA WORK**

Items Included in Description of Proposed Extra Work - Continued

[illegible]



HVEA Engineers

Change Order Details

PIN 8761.39 Lake Drive/Quassaick Creek Bridge Replacement

Description	The replacement of two corrugated metal twin arch pipes with a precast structure to carry both vehicles and pedestrians along Lake Drive over the Quassaick Creek.
Prime Contractor	Michels Corporation 817 W. Main Street, PO Box 128 Brownsville, WI 53006
Change Order	6
Status	Draft
Date Created	01/31/2022
Type	Changed Conditions
Summary	Differing Site Conditions - 12" Watermain
Change Order Description	This Order on Contract is written for a New Item added to the Contract due (1) additional work activates required to be performed by the Prime Contractor due to Differing Site Conditions (DSC). Michels Corporation (Michels) and the Sponsor have identified the following DSC and have finalized to the associated Agreed Price packages. DSC Claim 1: 12-inch Watermain Conflict During the course of the work it was determined that the existing 12-inch watermain which crossed Quassaick directly downstream of the south face of the culvert not only was of differing material, specifically cast iron rather than the ductile iron pile identified on the Contract Documents, but it also conflicted with the excavation limits at the Southeast quadrant of the project site. Due to the unstable condition of the watermain, Michels took the position that they could not progress the activities associated with the contract work in the area of this watermain. This notice was sent to the Sponsor on 8/10/21. The Sponsor directed Michels to replace this watermain in correspondence dated 9/28/21. As the abandonment of the existing 12-inch CIP Watermain was directed, the need for Contract Item 204.01 was eliminated, and is removed from the contract via this order. The contract plans were revised to provide for the installation of the new 12-inch watermain and these drawing were provided to Michels to incorporate any modifications to contract items, specifically the required penetrations in the SE and SW wingwalls. Michels will subcontract out the installation work to TAM Enterprises. This work is scheduled for Spring 2022.

New Item: 950.11

Value: \$255,558.17

Awarded Project Amount	\$2,139,500.00
Authorized Project Amount	\$2,139,500.00
Change Order Amount	\$242,558.17
Revised Project Amount	\$2,382,058.17

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 2 - Description									
0070	204.01	CY	\$500.000	26.000	\$13,000.00	-26.000	-\$13,000.00	0.000	\$0.00
CONTROLLED LOW STRENGTH MATERIAL (CLSM)									
Reason: Work item was removed from the contract. Work item removal was triggered by Michels DSC Claim which identified the feature where this material was to be installed was not per plan (Cast Iron watermain vs the DIP watermain identified on the Plans). Minor Item, Not a Significant Change.									
1 item			Totals		\$13,000.00		-\$13,000.00		\$0.00

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 2 - Description					
0730	950.11	DC	255,558.170	\$1.000	\$255,558.17

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
-------------	---------	------	----------	------------	-----------

Water Main: DSC - 12" Watermain

Reason: Due to the condition of the existing watermain being of differing material than previously identified on the Contract Plans (Cast Iron vs DIP) contract work could not progress as Bid. Designer update Contract Plans and Prime and Sponsor negotiated Agreed Price for change of Contract Scope.

1 item Total: \$255,558.17

Attachments

Document	Name	Description	Submission Date
204.01_Analysis.pdf	204.01 Analysis.pdf		02/28/2022 09:43 PM EST
8761.39_CO6_DSC1_031422.pdf	8761.39 CO6 DSC1 031422.pdf		03/14/2022 08:02 PM EDT
_FE__8761.39_Lake_Drive_Closeout_Letter__October_5__2021_.pdf	(FE) 8761.39 Lake Drive Closeout Letter (October 5, 2021).pdf		03/02/2022 06:37 PM EST
Lake_Drive_Watermain_Dwgs_REVISED_7-15-21.pdf	Lake Drive Watermain Dwgs_REVISED 7-15-21.pdf		03/02/2022 06:37 PM EST
4 attachments			

(Sponsor) Certificate of Recommended Order on Contract

PIN 8761.39

LD 035371

City of Newburgh Purchase Order No.: 27155

Contractor Name: Michels Corporation

Change Order No. _____

I, Heather Pietrasz, hereby certify that I am the officially designated project manager of the subject project, that the adjustments here within and the material incorporated under the subject contract as stated in this Change Order No. _____ are necessary, and to the best of my knowledge and belief, the said information is correct and in strict compliance with the terms of the said contract.

I further certify that the records from which this order on contract was developed and any other record required by statute, rule or regulation of the New York State Department of Transportation or the Federal Government or prescribed in the contract have been established and will be filed in the Consultant's Office, in accordance with the terms of the contract.

Heather Pietrasz, HVEA Engineers, Resident Engineer

Date

Jason C. Morris, PE

Date

City Engineer

Responsible Local Official of City of Newburgh, Sponsor

Change Order Details:

PIN 8761.39 Lake Drive/Quassaick Creek Bridge Replacement

03/14/2022

Page 4 of 4

RESOLUTION NO.: _____ - 2022

OF

MARCH 28, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER NO. 7 TO THE MICHELS CORPORATION
CONSTRUCTION CONTRACT IN
THE LAKE DRIVE OVER QUASSAICK CREEK BRIDGE REPLACEMENT PROJECT
(BIN#2223630/PIN#8761.39)
INCREASING THE CONTRACT AMOUNT BY \$339,587.56**

WHEREAS, by Resolution No. 114-2020 of May 28, 2020, the City Council of the City of Newburgh awarded a bid for the construction of the bid for construction of the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39) to Michels Corporation in an amount not to exceed \$2,139,500.00; and

WHEREAS, additional work related to the installation of the micropiles added \$339,587.56 to the contract amount which requires a change order to the contract; the same being in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute Change Order No. 7 with Michels Corporation adding \$339,587.56 to the contract in the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39).



March 15, 2022

Mr. Mason Morris, P.E.
City of Newburgh Engineer
83 Broadway
Newburgh, NY 12550

**Re: Order on Contract (OOC) No. 7
Resolution of Differing Site Condition Claim #2
PIN 8761.39 LaGrange Drive over Quassaick Creek Bridge Replacement**

Dear Mr. Morris,

Attached herein please find the summation for City of Newburgh Order on Contract No. 7 for the above referenced project. This OOC includes the introduction of new work items for changed conditions identified in Michels Corporation DSC Claim #2. The documentation in support of this Order is provided as follows:

- **Order on Contract No. 7
Differing Site Conditions – Micropiles – Test/Production Piles. Value = \$339,587.56**
 - Construction Order On Contract Checklist
 - CONR 104 Authorization Of Extra Work #5
 - APPIA Change Order No. 7 Detail Report
 - Item 950.05 Agreed Price Compensation Package
 - Contract Completion Closeout Resolution

OOC #7 was written to introduce new item 950.05 into the contract for work complete by the Contractor for work in excess of the contract scope. On October 5, 2021, the City of Newburgh and the Contractor entered into an agreement for resolution of outstanding differing site condition claims, and the agreed documentation per this document has been received and the corresponding value of OOC #7 is \$339,587.56.

Should you have any questions or if you need anything further feel free to contact me by email at hpietrasz@hveapc.com or by phone at 914-850-2992.

Sincerely,

HVEA Engineers

A handwritten signature in black ink, appearing to read "Heather Pietrasz", is written over a light blue horizontal line.

Heather Pietrasz, P.E.
Resident Engineer

cc: B. Fitzgerald, PE, HVEA Engineers

CONSTRUCTION ORDER ON CONTRACT CHECKLIST

L D 035371 OOC #: 7 EIC: Heather Pietrasz, HVEA Engineers DATE: Mar 15, 2022

☒ ORIGINAL ☐ RESUBMITTAL

PIN: 8761.39 DESCRIPTION: DSC-2 Micropiles - Test/Production Piles % TIME ELAPSED: 100

CONTRACTOR: Michels Corporation % CONTRACT WORK COMPLETED: 92.9

**GENERAL - EVERY ITEM:
PREPARER'S**

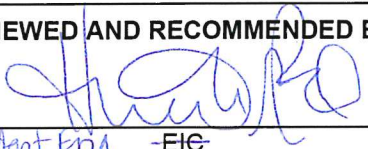
**REGIONAL
COORDINATOR CHECK**

CHECK	DESCRIPTION	OK	NO
☒	VERBAL APPROVAL SHEET ATTACHED	☐	☐
☒	CONR7-2L IS AN ORIGINAL SIGNED	☐	☐
☒	EVERY ITEM INCREASE/DECREASE HAS AN EXPLANATION	☐	☐
☒	QUANTITY EXPLAINED AGREES WITH QUANTITY ORDERED	☐	☐
☒	EXPLANATIONS MEET CRITERIA OUTLINED IN 'OOO EXPLANATION WRITING GUIDE' ISSUED BY THE REGION	☐	☐
☒	ALL SUPPORTING CORRESPONDENCE REFERRED TO IN THE 'EXPLANATIONS' IS ATTACHED	☐	☐
YES	NO		
☐	☒ DOES ANY MAJOR ITEM QUANTITY ADJUSTMENT VARY MORE THAN 25% FROM THE ORIGINAL AUTHORIZED AMOUNT	☐	☐
☐	☒ A PRICE ANALYSIS WORKSHEET (BID OR NEW) IS ATTACHED	☐	☐
☐	☒ DOES ANY NON-MAJOR ITEM QUANTITY OVERRUN MORE THAN 100%	☐	☐
☐	☒ A PRICE ANALYSIS WORKSHEET (BID OR NEW) IS ATTACHED	☐	☐
☒	☐ ARE ITEMS ADDED TO THE CONTRACT	☐	☐
☒	☐ A NEW PRICE ANALYSIS IS ATTACHED	☐	☐
☐	☒ OOC BACKUP AND EXPLANATION DISK SUBMITTED	☐	☐

NEW OR CHANGED ITEMS:

☒	ALL TYPES: ARE SPECIFICATIONS ATTACHED, OR IF APPLICABLE, IS REFERENCE MADE TO THE STANDARD SPECIFICATIONS IN THE EXPLANATIONS	☐	☐
☒	AGREED PRICE ITEMS: A LETTER WITH THE AGREED PRICE FROM THE CONTRACTOR IS ATTACHED	☐	☐
☐	FORCE ACCOUNT ESTIMATE (FE) ITEMS: COST BREAKDOWN IS ATTACHED AS PER SAMPLE PACKAGE ISSUED BY THE REGION	☐	☐
☐	FORCE ACCOUNT ACTUAL (FA) ITEMS: FORMS ARE COMPLETED AND ARE DONE AS PER FORCE ACCOUNT SAMPLE PACKAGE ISSUED BY THE REGION	☐	☐
☒	EQUIPMENT RENTAL COSTS WERE VERIFIED WITH THE BLUE BOOK RATES (ATTACHED)	☐	☐
☒	EQUIPMENT OWNERSHIP COSTS WERE VERIFIED WITH BLUE BOOK RATES (ATTACHED)	☐	☐
☒	OWNERSHIP COSTS WERE DEPRECIATED BASED ON EQUIPMENT AGE	☐	☐
☐	IF FE DID NOT PRECEDE THIS FA INTRODUCTION, AN EXPLANATION IS ATTACHED AS TO WHY IT WAS NOT PROVIDED	☐	☐

REVIEWED AND RECOMMENDED BY:


Resident Eng -EIC
THE EXPLANATIONS & AGREED PRICES WERE REVIEWED AND ARE ACCEPTABLE
DATE 3-15-22

RECEIVED: _____

REVIEWED BY: _____

RETURNED FOR RESUBMITTAL ☐
ACCEPTED FOR APPROVAL ☐

CONSTRUCTION SUPERVISOR _____ DATE _____

REGIONAL OOC COORDINATOR _____ DATE _____

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
AUTHORIZATION OF EXTRA WORK

Region #	08	D	035371	PIN:	8761.39	AEW #:	5
County/Countries:	Orange			Date:	03/15/2022		
Contract Description: Lake Drive over Quassaick Creek Bridge Replacement							
Engineer-in-Charge: Jason Morris, PE Engineer				City of Newburgh Field Office Fax: NA			
Contractor: Michels Corporation							
Is Contract FHWA RFA or NCA?				FHWA Concurrence Obtained?			
☒ Yes ☐ No				☐ Yes ☒ N/A			
Municipal/Local Share Involvement?				Sufficient Funding in Place?			
☒ Yes ☐ No				☐ Yes ☒ No			
Proposed Work within the Contract Limits?				Proposed work within the Contract Scope?			
☒ Yes ☐ No				☒ Yes ☐ No			
Significant Change?				Has Project Manager been Notified?			
☐ Yes ☒ No				☒ Yes ☐ No			
Contract Bid Amount: \$2,139,500.00				Contract Current Amount: \$2,139,500.00			
Estimated Increase Due to this Change: \$339,587.56							

Description of Proposed Extra Work:
New Contract Item 950.05 DSC-2 Micropiles - Test/Production Piles

During the work associated with Item 551.50220017 Static Pile Load Test Michels identified subsurface conditions not adequately recognized in the contract plans (identified condition is applicable to DSC Claim #3). Michels communicated this differing site condition on August 28, 2021. This differing site condition, specifically the presence of boulders and unclean fill required Michels to change the method of drilling previously submitted and approved. The following items associated with this activity were found to be reasonable and compensable activities identified, and were submitted as an Agreed Price Proposal:

- Workforce delay. The additional time of the workforce to complete the test pile installation based on the baseline project schedule is deemed reasonable since at the time of bid Michels would not have been able to foresee the subsurface conditions encountered in the area of the test piles and reaction piles. Materials, equipment and the control of water associated with this work are excluded.

Continued on attached sheet.

Items Included in Description of Proposed Extra Work

Item No.	Description	Unit of Measure	Original Bid Quantity	Authorized To Date Quantity	Added Quantity	Price Type	Unit Price
950.05	DSC-2 Micropiles - Test/Production Piles	DS	0.00	0.00	339,587.56	Agreed Price	\$1.00

☐ AEW has a value less than \$50,000 ☐ AEW has a value between \$50,000 & \$100,000 ☒ AEW has a value greater than \$100,000

Send a copy back to the EIC and the CO Specialist

Estimated AEW Total : **\$339,587.56**

RECOMMENDED:

Area Construction Supervisor

Date: _____

APPROVED:

Regional Construction Engineer

Date: _____

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
AUTHORIZATION OF EXTRA WORK**

Items Included in Description of Proposed Extra Work - Continued

[illegible]

Continuation from CONR104

- Equipment Re-tooling. The costs for the retooling of the drill rig and corresponding equipment necessary for the installation of the test pile after the change from a tricone rotary drilling method to a down the hole hammer drilling method.

As work progress past the installation of the test pile, the differing conditions identified in that activity impacted the progression of Item 551.99460017 Micropiles (Contractor Designed). Specifically, the acceptable outcome of the Test Pile installation by use of a down-the-hole-hammer encouraged a redesign of the production piles in two ways, the first being that the effective diameter of the production piles was to be increased from 10.0 inches to 11.0 inches and second, the method of grout placement within the production piles was modified to be a Type A (i.e. gravity pour via a tremie pipe) rather than a Type B (i.e. enhanced grout placement via a high injection pressure within the permanent casing). Additionally the method of drilling was reasonably changed from a Rotary Duplex method to a Rotary Percussive Duplex method based on the subsurface conditions encountered during drilling of the test pile.

The following items associated with this activity were found to be reasonable and compensable activities identified, and were submitted as an Agreed Price Proposal:

- Upgraded equipment. Change from a Rotary Duplex method to a Rotary Percussive Duplex method
- Increased grout intake. The subsurface conditions did affect the grout take and did cause the increase of grout necessary to successfully complete a many of the micropiles. Compensation will be made on the additional quantity of Type II cement used in the work.
- Time Delay. The actual time for the installation of the production piles above what was submitted in the baseline schedule will be recovered. Work which is deemed reasonable is labor and equipment differential.

The Sponsor and Michels entered into negotiations upon receipt of the Agreed Price Estimate of \$342,038.01, and the agreed and finalized cost of this work is \$339,587.56.



HVEA Engineers

Change Order Details

PIN 8761.39 Lake Drive/Quassaick Creek Bridge Replacement

Description	The replacement of two corrugated metal twin arch pipes with a precast structure to carry both vehicles and pedestrians along Lake Drive over the Quassaick Creek.
Prime Contractor	Michels Corporation 817 W. Main Street, PO Box 128 Brownsville, WI 53006
Change Order	7
Status	Draft
Date Created	03/07/2022
Type	Changed Conditions
Summary	DSC Claim 2: Micropiles – Test/Production Piles
Change Order Description	This Order on Contract is written for New Items added to the Contract due (1) additional work activates required to be performed by the Prime Contractor due to Differing Site Conditions (DSC) Claims 2 and 3 and (2) for fencing to be installed on the structure wingwalls due to the final conditions of the work which warranted additional measures for safety. Michels Corporation (Michels) and the Sponsor have identified the following DSC and have finalized to the associated Agreed Price packages. DSC Claim 2: Micropiles – Test/Production Piles During the work associated with Item 551.50220017 Static Pile Load Test Michels identified subsurface conditions not adequately recognized in the contract plans (identified condition is applicable to DSC Claim #3). Michels communicated this differing site condition on August 28, 2021. This differing site condition, specifically the presence of boulders and unclean fill required Michels to change the method of drilling previously submitted and approved. The following items associated with this activity were found to be reasonable and compensable activities identified, and were submitted as an Agreed Price Proposal: • <u>Workforce delay</u>. The additional time of the workforce to complete the test pile installation based on the baseline project schedule is deemed reasonable since at the time of bid Michels would not have been able to foresee the subsurface conditions encountered in the

area of the test piles and reaction piles. Materials, equipment and the control of water associated with this work are excluded.

- Equipment Re-tooling. The costs for the retooling of the drill rig and corresponding equipment necessary for the installation of the test pile after the change from a tricone rotary drilling method to a down the hole hammer drilling method.

As work progress past the installation of the test pile, the differing conditions identified in that activity impacted the progression of Item 551.99460017 Micropiles (Contractor Designed). Specifically, the acceptable outcome of the Test Pile installation by use of a down-the-hole-hammer encouraged a redesign of the production piles in two ways, the first being that the effective diameter of the production piles was to be increased from 10.0 inches to 11.0 inches and second, the method of grout placement within the production piles was modified to be a Type A (i.e. gravity pour via a tremie pipe) rather than a Type B (i.e. enhanced grout placement via a high injection pressure within the permanent casing). Additionally the method of drilling was reasonably changed from a Rotary Duplex method to a Rotary Percussive Duplex method based on the subsurface conditions encountered during drilling of the test pile.

The following items associated with this activity were found to be reasonable and compensable activities identified, and were submitted as an Agreed Price Proposal:

- Upgraded equipment. Change from a Rotary Duplex method to a Rotary Percussive Duplex method
- Increased grout intake. The subsurface conditions did affect the grout take and did cause the increase of grout necessary to successfully complete a many of the micropiles. Compensation will be made on the additional quantity of Type II cement used in the work.
- Time Delay. The actual time for the installation of the production piles above what was submitted in the baseline schedule will be recovered. Work which is deemed reasonable is labor and equipment differential.

The Sponsor and Michels entered into negotiations upon receipt of the Agreed Price Estimate of \$342,038.01, and the agreed and finalized cost of this work is \$339,587.56.

New Item: 950.05

Value: \$339,587.56

Awarded Project Amount	\$2,139,500.00
Authorized Project Amount	\$2,139,500.00
Change Order Amount	\$339,587.56
Revised Project Amount	\$2,479,087.56

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0750	950.05	DC	339,587.560	\$1.000	\$339,587.56
Structures:					
Reason: Compensation for Differing Site Condition Claim #2 - Micropiles – Test/Production Piles					
1 item					Total: \$339,587.56

Attachments

Document	Name	Description	Submission Date
PIN_8761.39_CO7_CP_-_Differing_Site_Condtions__Micro_Piles_031522.pdf	PIN 8761.39 CO7 CP - Differing Site Condtns; Micro Piles 031522.pdf		03/15/2022 03:29 PM EDT
1 attachment			

(Sponsor) Certificate of Recommended Order on Contract

PIN 8761.39

LD 035371

City of Newburgh Purchase Order No.: 27155

Contractor Name: **Michels Corporation**

Change Order No. _____

I, Heather Pietrasz, hereby certify that I am the officially designated project manager of the subject project, that the adjustments here within and the material incorporated under the subject contract as stated in this Change Order No. _____ are necessary, and to the best of my knowledge and belief, the said information is correct and in strict compliance with the terms of the said contract.

I further certify that the records from which this order on contract was developed and any other record required by statute, rule or regulation of the New York State Department of Transportation or the Federal Government or prescribed in the contract have been established and will be filed in the Consultant's Office, in accordance with the terms of the contract.

Heather Pietrasz, HVEA Engineers, Resident Engineer

Date

Jason C. Morris, PE

Date

City Engineer

Responsible Local Official of City of Newburgh, Sponsor

Change Order Details:

PIN 8761.39 Lake Drive/Quassaick Creek Bridge Replacement

03/15/2022

Page 4 of 4

RESOLUTION NO.: _____ - 2022

OF

MARCH 28, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER NO. 8 TO THE MICHELS CORPORATION
CONSTRUCTION CONTRACT IN
THE LAKE DRIVE OVER QUASSAICK CREEK BRIDGE REPLACEMENT PROJECT
(BIN#2223630/PIN#8761.39)
INCREASING THE CONTRACT AMOUNT BY \$75,000.00**

WHEREAS, by Resolution No. 114-2020 of May 28, 2020, the City Council of the City of Newburgh awarded a bid for the construction of the bid for construction of the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39) to Michels Corporation in an amount not to exceed \$2,139,500.00; and

WHEREAS, additional work related to the handling and disposal of unsuitable soil encountered on the project site added \$75,000.00 to the contract amount which requires a change order to the contract; the same being in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute Change Order No. 8 with Michels Corporation adding \$75,000.00 to the contract in the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39).



March 15, 2022

Mr. Jason Morris, P.E.
City of Newburgh Engineer
83 Broadway
Newburgh, NY 12550

**Re: Order on Contract (OOC) No. 8
Resolution of Differing Site Condition Claim #3
PIN 8761.39 Lake Drive over Quassaick Creek Bridge Replacement**

Dear Mr. Morris,

Attached herein please find the summation for City of Newburgh Order on Contract No. 8 for the above referenced project. This OOC includes the introduction of new work items for changed conditions identified in Michels Corporation DSC Claim #3. The documentation in support of this Order is provided as follows:

- **Order on Contract No. 8 – Differing Site Conditions – Unsuitable Soils. Value = \$75,000**
 - Construction Order On Contract Checklist
 - CONR 104 Authorization Of Extra Work #4
 - APPIA Change Order No. 8 Detail Report
 - Item 950.01 Agreed Price Compensation Package
 - Contract Completion Closeout Resolution

OOC #8 was written to introduce new item 950.01 into the contract for work complete by the Contractor for work in excess of the contract scope. On October 5, 2021, the City of Newburgh and the Contractor entered into an agreement for resolution of outstanding differing site condition claims, and the agreed documentation per this document has been received and the corresponding value of OOC #8 is \$75,000.00.

Should you have any questions or if you need anything further feel free to contact me by email at hpietrasz@hveapc.com or by phone at 914-850-2992.

Sincerely,

HVEA Engineers

A handwritten signature in black ink, appearing to read "Heather Pietrasz", is written over a light blue horizontal line.

Heather Pietrasz, P.E.
Resident Engineer

cc: B. Fitzgerald, PE, HVEA Engineers

CONSTRUCTION ORDER ON CONTRACT CHECKLIST

L D 035371 OOC #: 8 EIC: Heather Pietrasz, HVEA Engineers DATE: Mar 15, 2022

☒ ORIGINAL ☐ RESUBMITTAL

PIN: 8761.39 DESCRIPTION: DSC #3 - Unsuitable Soils % TIME ELAPSED: 100

CONTRACTOR: Michels Corporation % CONTRACT WORK COMPLETED: 92.9

**GENERAL - EVERY ITEM:
PREPARER'S**

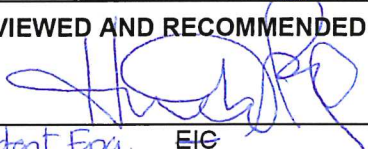
**REGIONAL
COORDINATOR CHECK**

CHECK	DESCRIPTION	OK	NO
☒	VERBAL APPROVAL SHEET ATTACHED	☐	☐
☒	CONR7-2L IS AN ORIGINAL SIGNED	☐	☐
☒	EVERY ITEM INCREASE/DECREASE HAS AN EXPLANATION	☐	☐
☒	QUANTITY EXPLAINED AGREES WITH QUANTITY ORDERED	☐	☐
☒	EXPLANATIONS MEET CRITERIA OUTLINED IN 'OOO EXPLANATION WRITING GUIDE' ISSUED BY THE REGION	☐	☐
☒	ALL SUPPORTING CORRESPONDENCE REFERRED TO IN THE 'EXPLANATIONS' IS ATTACHED	☐	☐
YES	NO		
☐	☒ DOES ANY MAJOR ITEM QUANTITY ADJUSTMENT VARY MORE THAN 25% FROM THE ORIGINAL AUTHORIZED AMOUNT	☐	☐
☐	☒ A PRICE ANALYSIS WORKSHEET (BID OR NEW) IS ATTACHED	☐	☐
☐	☒ DOES ANY NON-MAJOR ITEM QUANTITY OVERRUN MORE THAN 100%	☐	☐
☐	☒ A PRICE ANALYSIS WORKSHEET (BID OR NEW) IS ATTACHED	☐	☐
☒	☐ ARE ITEMS ADDED TO THE CONTRACT	☐	☐
☒	☐ A NEW PRICE ANALYSIS IS ATTACHED	☐	☐
☐	☒ OOC BACKUP AND EXPLANATION DISK SUBMITTED	☐	☐

NEW OR CHANGED ITEMS:

☒	ALL TYPES: ARE SPECIFICATIONS ATTACHED, OR IF APPLICABLE, IS REFERENCE MADE TO THE STANDARD SPECIFICATIONS IN THE EXPLANATIONS	☐	☐
☒	AGREED PRICE ITEMS: A LETTER WITH THE AGREED PRICE FROM THE CONTRACTOR IS ATTACHED	☐	☐
☐	FORCE ACCOUNT ESTIMATE (FE) ITEMS: COST BREAKDOWN IS ATTACHED AS PER SAMPLE PACKAGE ISSUED BY THE REGION	☐	☐
☐	FORCE ACCOUNT ACTUAL (FA) ITEMS: FORMS ARE COMPLETED AND ARE DONE AS PER FORCE ACCOUNT SAMPLE PACKAGE ISSUED BY THE REGION	☐	☐
☒	EQUIPMENT RENTAL COSTS WERE VERIFIED WITH THE BLUE BOOK RATES (ATTACHED)	☐	☐
☒	EQUIPMENT OWNERSHIP COSTS WERE VERIFIED WITH BLUE BOOK RATES (ATTACHED)	☐	☐
☒	OWNERSHIP COSTS WERE DEPRECIATED BASED ON EQUIPMENT AGE	☐	☐
☐	IF FE DID NOT PRECEDE THIS FA INTRODUCTION, AN EXPLANATION IS ATTACHED AS TO WHY IT WAS NOT PROVIDED	☐	☐

REVIEWED AND RECOMMENDED BY:


Resident Eng. EIC 6.15.22
DATE
THE EXPLANATIONS & AGREED PRICES WERE REVIEWED AND ARE ACCEPTABLE

RECEIVED: _____

REVIEWED BY: _____

RETURNED FOR RESUBMITTAL ☐
ACCEPTED FOR APPROVAL ☐

CONSTRUCTION SUPERVISOR

DATE

REGIONAL OOC COORDINATOR

DATE

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
AUTHORIZATION OF EXTRA WORK**

Region # 08	D 035371	PIN: 8761.39	AEW #: 4
County/Countries: Orange		Date: 03/14/2022	
Contract Description: Lake Drive over Quassaick Creek Bridge Replacement			
Engineer-in-Charge: Jason Morris, PE EngineerCity of Newburgh			Field Office Fax: NA
Contractor: Michels Corporation			
Is Contract FHWA RFA or NCA? ☒ Yes ☐ No		FHWA Concurrence Obtained? ☐ Yes ☒ N/A	
Municipal/Local Share Involvement? ☒ Yes ☐ No		Sufficient Funding in Place? ☐ Yes ☒ No	
Proposed Work within the Contract Limits? ☒ Yes ☐ No		Proposed work within the Contract Scope? ☒ Yes ☐ No	
Significant Change? ☐ Yes ☒ No		Has Project Manager been Notified? ☒ Yes ☐ No	
Contract Bid Amount: \$2,139,500.00		Contract Current Amount: \$2,139,500.00	
Estimated Increase Due to this Change: \$75,000.00			

Description of Proposed Extra Work:
New Contract Item 950.01 DSC-3 Unsuitable Soils

During the work associated with Item 209.15200009 Temporary Sump Pit Michels identified subsurface conditions not adequately recognized in the contract plans (identified condition is applicable to DSC Claim #2). Michels communicated this differing site condition on August 28, 2021. This differing site condition, specifically the presence of unclean fill which contained boulders, trash, wood, and metal objects. The following items associated with this activity were found to be reasonable and compensable activities identified, and were submitted as an Agreed Price Proposal:

- Time, Materials and Equipment required for the additional excavation of 4-feet below bottom of footing, for both the east and west footings
- Time, Materials and Equipment required for the installation of 4-feet of stone for both the east and west footings
- Time for Worker/Equipment for double handling of debris only
- Disposal of debris only

The Sponsor and Michels Corp. entered into negotiations upon receipt of the Agreed Price Estimate of \$75,657.62, and the agreed and finalized cost of this work is \$75,000.

Items Included in Description of Proposed Extra Work

Item No.	Description	Unit of Measure	Original Bid Quantity	Authorized To Date Quantity	Added Quantity	Price Type	Unit Price
950.01	DSC #3 - Unsuitable Soils	DS	0.00	0.00	75,000.00	Agreed Price	\$1.00

☐ AEW has a value less than \$50,000 ☒ AEW has a value between \$50,000 & \$100,000 ☐ AEW has a value greater than \$100,000

Send a copy back to the EIC and the CO Specialist

Estimated AEW Total :	\$75,000.00
------------------------------	--------------------

RECOMMENDED:

Engineer-in-Charge

Date: _____

APPROVED:

Area Construction Supervisor

Date: _____

AUTHORIZATION OF EXTRA WORK

Items Included in Description of Proposed Extra Work - Continued

[illegible]



HVEA Engineers

Change Order Details

PIN 8761.39 Lake Drive/Quassaick Creek Bridge Replacement

Description	The replacement of two corrugated metal twin arch pipes with a precast structure to carry both vehicles and pedestrians along Lake Drive over the Quassaick Creek.
Prime Contractor	Michels Corporation 817 W. Main Street, PO Box 128 Brownsville, WI 53006
Change Order	8
Status	Pending
Date Created	03/07/2022
Type	Changed Conditions
Summary	DSC 3: Unsuitable Soils
Change Order Description	DSC 3: Unsuitable Soils During the work associated with Item 209.15200009 Temporary Sump Pit Michels identified subsurface conditions not adequately recognized in the contract plans (identified condition is applicable to DSC Claim #2). Michels communicated this differing site condition on August 28, 2021. This differing site condition, specifically the presence of unclean fill which contained boulders, trash, wood, and metal objects. The following items associated with this activity were found to be reasonable and compensable activities identified, and were submitted as an Agreed Price Proposal: • Time, Materials and Equipment required for the additional excavation of 4-feet below bottom of footing, for both the east and west footings • Time, Materials and Equipment required for the installation of 4-feet of stone for both the east and west footings - <i>The volume of bedding material to be installed at both the eastern and western footings comprised of approximately 215 cy. Approximately 295 tons of bedding stone (215cy@ 0.712 ton/cy = 298 ton) was used for this work. Material deliveries provided for bedding stone delivered for this activity in addition to contract work.</i>

- Time for Worker/Equipment for double handling of debris only
- Disposal of debris only

The Sponsor and Michels entered into negotiations upon receipt of the Agreed Price Estimate of \$75,657.62, and the agreed and finalized cost of this work is \$75,000, see attached compensation letter dated 10/5/21.

New Item: 950.01 Value: \$75,000

Awarded Project Amount	\$2,139,500.00
Authorized Project Amount	\$2,139,500.00
Change Order Amount	\$75,000.00
Revised Project Amount	\$2,214,500.00

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 2 - Description					
0740	950.01	DC	75,000.000	\$1.000	\$75,000.00
Earthwork:					
1 item					Total: \$75,000.00

Attachments

Document	Name	Description	Submission Date
PIN_8761.39_OOC_No.8_DSC-3_031522.pdf	PIN 8761.39 OOC No.8 DSC-3 031522.pdf		03/15/2022 11:12 AM EDT
1 attachment			

(Sponsor) Certificate of Recommended Order on Contract

PIN 8761.39

LD 035371

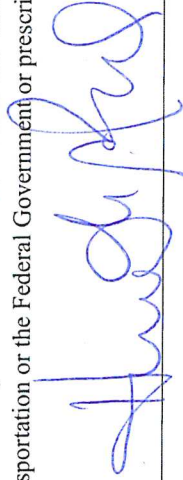
City of Newburgh Purchase Order No.: 27155

Contractor Name: Michels Corporation

Change Order No. 8

I, Heather Pietrasz, hereby certify that I am the officially designated project manager of the subject project, that the adjustments here within and the material incorporated under the subject contract as stated in this Change Order No. 8 are necessary, and to the best of my knowledge and belief, the said information is correct and in strict compliance with the terms of the said contract.

I further certify that the records from which this order on contract was developed and any other record required by statute, rule or regulation of the New York State Department of Transportation or the Federal Government or prescribed in the contract have been established and will be filed in the Consultant's Office, in accordance with the terms of the contract.



03.15.22

Heather Pietrasz, HVEA Engineers, Resident Engineer

Date

Jason C. Morris, PE

City Engineer

Date

Responsible Local Official of City of Newburgh, Sponsor

Change Order Details:

PIN 8761.39 Lake Drive/Quassaick Creek Bridge Replacement

03/15/2022

Page 3 of 3

RESOLUTION NO.: _____ - 2022

OF

MARCH 28, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER NO. 9 TO THE MICHELS CORPORATION
CONSTRUCTION CONTRACT IN
THE LAKE DRIVE OVER QUASSAICK CREEK BRIDGE REPLACEMENT PROJECT
(BIN#2223630/PIN#8761.39)
DECREASING THE CONTRACT AMOUNT BY \$27,967.50**

WHEREAS, by Resolution No. 114-2020 of May 28, 2020, the City Council of the City of Newburgh awarded a bid for the construction of the bid for construction of the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39) to Michels Corporation in an amount not to exceed \$2,139,500.00; and

WHEREAS, unit cost quantity underruns based on the as-built condition of the project reduced the contract amount by \$27,967.50 which requires a change order to the contract; the same being in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute Change Order No. 9 with Michels Corporation reducing the contract amount by \$27,967.50 in the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39).



March 14, 2022

Mr. Jason Morris, P.E.
City of Newburgh Engineer
83 Broadway
Newburgh, NY 12550

**Re: Order on Contract (OOC) Nos. 2, 3, 4 & 9
EOT, Balancing of Contract Overruns and Underruns, Item Modification and New Items
PIN 8761.39 Lake Drive over Quassaick Creek Bridge Replacement**

Dear Mr. Morris,

Attached herein please find the summation for City of Newburgh Order on Contracts Nos. 2, 3, 4, and 9 for the above referenced project. These OOC's include extension of time, balancing of contract item underruns and overruns based on the actual work necessary for the satisfactory completion of the project, modification to work items and introduction of new work items for changed conditions, and the documentation in support of these Orders is provided as follows:

- **Order on Contract No. 2 – Extension of Time. Value \$ 0.00**
 - Construction Order On Contract Checklist
 - APPIA Change Order No. 2 Detail Report
 - CONR 250 Application for Extension of Completion Date
 - Michels Corporation Completion Schedule
- **Order on Contract No. 3 – Item Scope Change – Item Modification. Value \$ - 7,424.75**
 - Construction Order On Contract Checklist
 - CONR 104 Authorization Of Extra Work
 - APPIA Change Order No. 3 Detail Report
 - Contract Completion Closeout Resolution
 - Cost Analysis Worksheets
 - Engineer's Analysis and Explanations
 - Michels Corporation Computation of Additional Costs, DSC-04: Floodwall – Footing Conflict
 - RFI's Nos 7 & 8
- **Order on Contract No. 4 – Field Change Payment #1 – Contract Overruns. Value \$0.00**
 - Construction Order On Contract Checklist
 - CONR 104 Authorization Of Extra Work
 - APPIA Change Order No. 4 Detail Report
 - Contract Completion Closeout Resolution
 - Cost Analysis Worksheets
 - Engineer's Analysis and Explanations
 - FCP value applied to OOC = \$37,253.00
- **Order on Contract No. 9 – Clean-up Change Order. Value \$ - \$27,967.50**
 - Construction Order On Contract Checklist
 - APPIA Change Order No. 9 Detail Report
 - Cost Analysis Worksheets
 - Engineer's Analysis and Explanations

OOC #2 was necessary as work which was scheduled for the Spring of 2021 could not be conducted due to supply chain issues which dictated the availability of necessary materials for the installation of the 12-inch DIP watermain. Upon approval of the OOC, the contract completion date is set as September 30, 2022.

OOC #3 utilized project underruns to compensate for the item modifications necessitated due to the direction to the Contractor communicated in RFI's 7 and 8. Specifically, Item 950.19 is introduced into the contract through this order. A credit of \$7,424.75 is returned to the contract upon approval of this OOC.

In OOC #4 the item overruns of the contract required applying Item 697.03 Field Change Payment (FCP). The majority of the contract item overruns were comprised of additional work directed by the Resident Engineer and agreed by the City of Newburgh. A value of \$76,000 is available under item 697.03 in this contract and in OOC #4 total value \$37,253.00 was applied for compensation of the project overruns.

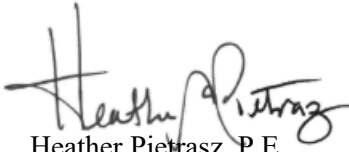
OOC #9 was written as a clean-up change order to balance the contract underruns. A credit of \$27,967.50 is returned to the contract upon approval of this OOC.

The NYSDOT LPU has granted approval for the OOC's which required time extensions, compensation for item overruns and new contract items, and upon your final acceptance, the contract time and value will be amended as identified.

Should you have any questions or if you need anything further feel free to contact me by email at hpietrasz@hveapc.com or by phone at 914-850-2992.

Sincerely,

HVEA Engineers



Heather Pietrasz, P.E.
Resident Engineer

cc: B. Fitzgerald, HVEA Engineers
L. Bach, PE, HVEA Engineers

CONSTRUCTION ORDER ON CONTRACT CHECKLIST

L D 035371 OOC #: 9 EIC: Heather Pietrasz, HVEA Engineers DATE: Mar 10, 2022

☒ ORIGINAL ☐ RESUBMITTAL

PIN: 8761.39 DESCRIPTION: Balancing of Contract Item Underruns % TIME ELAPSED: 100

CONTRACTOR: Michels Corporation % CONTRACT WORK COMPLETED: 92.9

GENERAL - EVERY ITEM: PREPARER'S

REGIONAL COORDINATOR CHECK

CHECK	DESCRIPTION	OK	NO
☒	VERBAL APPROVAL SHEET ATTACHED	☐	☐
☒	CONR7-2L IS AN ORIGINAL SIGNED	☐	☐
☒	EVERY ITEM INCREASE/DECREASE HAS AN EXPLANATION	☐	☐
☒	QUANTITY EXPLAINED AGREES WITH QUANTITY ORDERED	☐	☐
☒	EXPLANATIONS MEET CRITERIA OUTLINED IN 'OOO EXPLANATION WRITING GUIDE' ISSUED BY THE REGION	☐	☐
☒	ALL SUPPORTING CORRESPONDENCE REFERRED TO IN THE 'EXPLANATIONS' IS ATTACHED	☐	☐
YES	NO		
☐	☒ DOES ANY MAJOR ITEM QUANTITY ADJUSTMENT VARY MORE THAN 25% FROM THE ORIGINAL AUTHORIZED AMOUNT	☐	☐
☒	☐ A PRICE ANALYSIS WORKSHEET (BID OR NEW) IS ATTACHED	☐	☐
☐	☒ DOES ANY NON-MAJOR ITEM QUANTITY OVERRUN MORE THAN 100%	☐	☐
☒	☐ A PRICE ANALYSIS WORKSHEET (BID OR NEW) IS ATTACHED	☐	☐
☐	☒ ARE ITEMS ADDED TO THE CONTRACT	☐	☐
☐	☒ A NEW PRICE ANALYSIS IS ATTACHED	☐	☐
☐	☒ OOC BACKUP AND EXPLANATION DISK SUBMITTED	☐	☐

NEW OR CHANGED ITEMS:

☒	ALL TYPES: ARE SPECIFICATIONS ATTACHED, OR IF APPLICABLE, IS REFERENCE MADE TO THE STANDARD SPECIFICATIONS IN THE EXPLANATIONS	☐	☐
☐	AGREED PRICE ITEMS: A LETTER WITH THE AGREED PRICE FROM THE CONTRACTOR IS ATTACHED	☐	☐
☐	FORCE ACCOUNT ESTIMATE (FE) ITEMS: COST BREAKDOWN IS ATTACHED AS PER SAMPLE PACKAGE ISSUED BY THE REGION	☐	☐
☐	FORCE ACCOUNT ACTUAL (FA) ITEMS: FORMS ARE COMPLETED AND ARE DONE AS PER FORCE ACCOUNT SAMPLE PACKAGE ISSUED BY THE REGION	☐	☐
☐	EQUIPMENT RENTAL COSTS WERE VERIFIED WITH THE BLUE BOOK RATES (ATTACHED)	☐	☐
☐	EQUIPMENT OWNERSHIP COSTS WERE VERIFIED WITH BLUE BOOK RATES (ATTACHED)	☐	☐
☐	OWNERSHIP COSTS WERE DEPRECIATED BASED ON EQUIPMENT AGE	☐	☐
☐	IF FE DID NOT PRECEDE THIS FA INTRODUCTION, AN EXPLANATION IS ATTACHED AS TO WHY IT WAS NOT PROVIDED	☐	☐

REVIEWED AND RECOMMENDED BY:

 3.10.22
Resident Eng. EIC- DATE
THE EXPLANATIONS & AGREED PRICES WERE REVIEWED AND ARE ACCEPTABLE

RECEIVED: _____

REVIEWED BY: _____

RETURNED FOR RESUBMITTAL ☐

ACCEPTED FOR APPROVAL ☐

CONSTRUCTION SUPERVISOR

DATE

REGIONAL OOC COORDINATOR

DATE



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LANCE MacMILLAN, P.E.
Regional Director

BY EMAIL ONLY

March 14, 2022

Mr. Jason Morris, P.E.
City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

**RE: PIN 8761.39; LAKE DRIVE OVER QUASSAICK CREEK,
CITY OF NEWBURGH, ORANGE COUNTY
CHANGE ORDER (CO) #9**

Dear Mr. Morris:

This letter serves to inform you that the Local Projects Unit approved CO #9:

Bid Price	\$2,139,500.00
CO #2 (Time Ext. – 9/30/22)	\$0.00
CO #9 (Cleanup- underruns)	(\$27,967.50)
<u>Current Contract Cost</u>	<u>\$2,111,532.50</u>

The approval of this Change Order is not a commitment to provide additional funds.

Should there be any questions, please feel free to contact me at vaughan.banfield@dot.ny.gov.

Sincerely,

ORietta V. TROCARD, P.E.
REGIONAL LOCAL PROJECTS LIAISON

BY:

A handwritten signature in blue ink, appearing to read "Vaughan Banfield".

VAUGHAN BANFIELD, P.E.
CONSTRUCTION LOCAL PROJECTS ADVISOR

OT:VB:vb



HVEA Engineers

Change Order Details

PIN 8761.39 Lake Drive/Quassaick Creek Bridge Replacement

Description	The replacement of two corrugated metal twin arch pipes with a precast structure to carry both vehicles and pedestrians along Lake Drive over the Quassaick Creek.
Prime Contractor	Michels Corporation 817 W. Main Street, PO Box 128 Brownsville, WI 53006
Change Order	9
Status	Pending
Date Created	03/09/2022
Type	Clean-up Change Order
Summary	Balancing of Contract Item Underruns
Change Order Description	This Order on Contract is written to clean-up Item quantities based on as-built conditions. Items associated with this CO are underruns only.
Awarded Project Amount	\$2,139,500.00
Authorized Project Amount	\$2,139,500.00
Change Order Amount	-\$27,967.50
Revised Project Amount	\$2,111,532.50

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 2 - Description									
0100	207.20	SY	\$20.000	7.000	\$140.00	-3.200	-\$64.00	3.800	\$76.00
GEOTEXTILE BEDDING									
Reason: Work item was completed as required by plans and specifications. Engineers Estimate was greater than required installed quantity. Minor Item, Not a Significant Change.									
0120	209.100101	SY	\$4.000	643.000	\$2,572.00	-143.000	-\$572.00	500.000	\$2,000.00
MULCH - TEMPORARY									
Reason: Work item was completed as required by plans and specifications. Engineers Estimate was greater than required installed quantity. Minor Item, Not a Significant Change.									
0130	209.1003	SY	\$5.000	643.000	\$3,215.00	-326.300	-\$1,631.50	316.700	\$1,583.50
SEED AND MULCH - TEMPORARY									
Reason: Work item was completed as required by plans and specifications. Engineers Estimate was greater than required installed quantity. Minor Item, Not a Significant Change									
0220	490.30	SY	\$15.000	200.000	\$3,000.00	-200.000	-\$3,000.00	0.000	\$0.00
MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE									
Reason: The existing asphalt roadway was approximately 2" with no subbase material existing below the pavement section. Areas identified for milling were excavated and full pavement section installed. No milling operations were required to complete the work. Minor Item, Not a Significant Change.									
0260	552.17	SF	\$5.000	1,200.000	\$6,000.00	-1,200.000	-\$6,000.00	0.000	\$0.00
SHIELDS AND SHORING									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: The Contractor did not utilize trench boxes (Shield/Shoring measure) in the work, but rather benched the necessary excavation to provide safe work area. Minor Item, Not a Significant Change									
0340	568.70	LF	\$200.000	164.000	\$32,800.00	-36.000	-\$7,200.00	128.000	\$25,600.00
TRANSITION BRIDGE RAILING									
Reason: Final quantity basing on installed length of feature and corresponding material certification. Minor Item, Not a Significant Change									
0400	604.301873	LF	\$700.000	20.000	\$14,000.00	-5.000	-\$3,500.00	15.000	\$10,500.00
RECTANGULAR DRAINAGE STRUCTURE TYPE R FOR CAST IRON F3 FRAME									
Reason: Work item was completed as required by plans and specifications. Engineers Estimate was greater than required installed quantity. Final quantity basing on installed length of feature and corresponding material certification. Minor Item, Not a Significant Change.									
0410	604.4048	LF	\$1,000.000	4.000	\$4,000.00	-1.000	-\$1,000.00	3.000	\$3,000.00
ROUND PRECAST CONCRETE MANHOLE TYPE 48									
Reason: Work item was completed as required by plans and specifications. Engineers Estimate was greater than required installed quantity. Final quantity basing on installed length of feature and corresponding material certification. Minor Item, Not a Significant Change.									
0610	637.34	DC	\$1.000	5,000.000	\$5,000.00	-5,000.000	-\$5,000.00	0.000	\$0.00
OFFICE TECHNOLOGY AND SUPPLIES									
Reason: None Requested/Required. Minor Item, Not a Significant Change									
9 items			Totals		\$70,727.00		-\$27,967.50		\$42,759.50

Attachments

Document	Name	Description	Submission Date
PIN_8761.39_CO9_CAW.pdf	PIN 8761.39 CO9 CAW.pdf		03/10/2022 07:43 PM EST
PIN_8761.39_CO9_Item_Analysis.pdf	PIN 8761.39 CO9 Item Analysis.pdf		03/10/2022 07:43 PM EST
PIN_8761.39_HVEA_CO9_ltr_031022.pdf	PIN 8761.39 HVEA CO9 ltr 031022.pdf		03/10/2022 07:43 PM EST
PIN_8761.39_OOC_No.9_Checklist_031022.pdf	PIN 8761.39 OOC No.9 Checklist 031022.pdf		03/10/2022 07:55 PM EST
4 attachments			

(Sponsor) Certificate of Recommended Order on Contract

PIN 8761.39

LD 035371

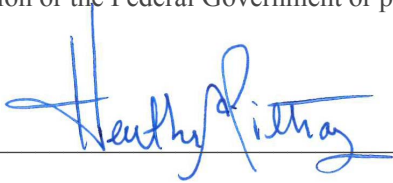
City of Newburgh Purchase Order No.: 27155

Contractor Name: **Michels Corporation**

Change Order No. 9

I, Heather Pietrasz, hereby certify that I am the officially designated project manager of the subject project, that the adjustments here within and the material incorporated under the subject contract as stated in this Change Order No. 9 are necessary, and to the best of my knowledge and belief, the said information is correct and in strict compliance with the terms of the said contract.

I further certify that the records from which this order on contract was developed and any other record required by statute, rule or regulation of the New York State Department of Transportation or the Federal Government or prescribed in the contract have been established and will be filed in the Consultant's Office, in accordance with the terms of the contract.



Heather Pietrasz, HVEA Engineers, Resident Engineer

3/10/2022

Date

Jason C. Morris, PE

Date

City Engineer

Responsible Local Official of City of Newburgh, Sponsor

Change Order Details:

PIN 8761.39 Lake Drive/Quassaick Creek Bridge Replacement

03/10/2022

Page 5 of 5

RESOLUTION NO.: _____ - 2022

OF

MARCH 28, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER ACCEPT A PROPOSAL AND
ENTER INTO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
WITH ARCADIS OF NEW YORK INC. FOR THE WEST TRUNK SEWER
INFLOW AND INFILTRATION ENGINEERING PLANNING GRANT PROJECT
AT A COST NOT TO EXCEED \$128,000.00**

WHEREAS, by Resolution No. 163-2021 of July 12, 2021, the City Council of the City of Newburgh authorized the application for an Environmental Facilities Corporation (“EFC”) Engineering Planning Grant (“EPG”) through the Consolidated Funding Application (“CFA”) in an amount not to exceed \$100,000.00 with a 20% match to fund sewer inspection and inflow and infiltration investigation activities and further authorized the City Manager to accept, if awarded, said planning grant; and

WHEREAS, the City of Newburgh was selected to receive CFA EFC EPG No. 108029 for the West Trunk Sewer Inflow and Infiltration Planning Grant Project in an amount up to \$100,000.00; and

WHEREAS, Arcadis of New York, Inc. has submitted a letter proposal for professional engineering services to investigate the condition of the portions of the West Truck Sewer not previously investigated to identify sources of inflow and infiltration that impact CSOs and to document the structural integrity of the sewer to plan for aging infrastructure renewal or replacement and to advance the City’s asset management program; and

WHEREAS, the scope of services will include Tasks 1 through 4 of the proposal, including project management, preliminary and detailed field investigations, and an engineering report with rehabilitation recommendations; and

WHEREAS, funding for the contract shall be derived from CFA EFC EPG No. 108029 in the amount of \$100,000.00 with the local match of 20% being derived from both in-kind services performed by the Engineering Department and from the 2022 Sewer Budget Line: G.8130.0448.0006 Other Services-Miscellaneous Contracts; and

WHEREAS, this Council determines that accepting the proposal and executing a contract with Arcadis of New York, Inc. 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 City Manager be and he is hereby authorized to accept the letter proposal and execute an agreement with Arcadis of New York, Inc. for professional services to complete the West Trunk Sewer Inflow and Infiltration Planning Project, in an amount not to exceed \$128,000.00.



Environmental Facilities Corporation

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

December 14, 2021

Todd Venning
City Manager, City of Newburgh
83 Broadway
Newburgh, NY 12550

Dear City Manager Venning:

Thank you for your application for the Engineering Planning Grant (EPG) Program through the Regional Economic Development Councils Round 11 Initiative. On behalf of Governor Kathy Hochul, I'm pleased to inform you that Consolidated Funding Application (CFA) No. 108029, the City of Newburgh City of Newburgh West Trunk Sewer Inflow and Infiltration Study Project, has been selected to receive up to \$100,000 in funding through the EPG Program. The actual amount of funding you will receive will be reflected in your Grant Agreement. Please note, this award pertains only to EPG funding. If you applied for funding from other programs or other State agencies through the CFA, you will receive information from those programs/agencies separately.

Please confirm that you are interested in using this funding for your project by sending your confirmation (or declination) and the name and contact information of the authorized project representative to EFC at epg@efc.ny.gov by **Friday, January 7, 2022**. If we do not hear from you within this timeframe, we may withdraw the funding.

If you choose to accept this grant, your project coordinator will reach out to assist you with completing the required submittals necessary to execute a grant agreement with EFC. Unless otherwise notified by EFC, you must submit all required supporting documentation to EFC by June 30, 2022 and execute a grant agreement with EFC no later than October 31, 2022 to avoid possible forfeiture of the grant.

To help you get started with the grant agreement process, enclosed is the Checklist of Supporting Documents Needed for Grant Agreement. We will be posting an initial kickoff webinar on **Tuesday, January 4, 2022 at 2pm**, which will remain available for viewing on our website at <http://efc.ny.gov/EPG>. If you should have any questions, please contact EFC at epg@efc.ny.gov or call (518) 402-7396.

Congratulations on your award and we look forward to working with you on your project.

Sincerely,

A handwritten signature in blue ink, appearing to read "MAC", written over a horizontal line.

Maureen A. Coleman
President and CEO

Enclosure



Wastewater Infrastructure Engineering Planning Grant (EPG) Checklist of Supporting Documents Needed for Grant Agreement

Submit the following supporting documentation to your project coordinator by June 30, 2022:

☐ **Board Resolutions**

Board resolutions designating the Authorized Representative, Local Match, and SEQR Determination. Sample Resolution Language is available. Submit signed, certified copies in PDF format.

☐ **Authorized Representative Resolution**

Board resolution designating an Authorized Representative for the project.

☐ **Local Match Resolution**

Board resolution authorizing and obligating local match funds.

☐ **State Environmental Quality Review (SEQR) Act Resolution**

Completion of Environmental Quality Review (SEQR) Act requirements and Board resolution declaring SEQR findings or determinations.

☐ **Executed Engineering Agreement**

All contracts must be signed by both parties and must contain the scope of work and fee. Professional service contracts over \$25,000 must contain the EFC Terms & Conditions (formerly known as Bid Packet), regardless of grant amount.

☐ **Mandatory State Financial Assistance Terms and Conditions**

The Terms & Conditions can be found at <https://efc.ny.gov/terms-conditions>.

☐ **Budget & Plan of Finance Form**

Detailed budget and plan of finance including all third-party funding agreements, in-kind services, and satisfaction of the minimum 20% local match requirement. Use the Budget and Plan of Finance Form at www.efc.ny.gov/epg. Submit in Excel format.

☐ **Compliance with New York State Minority/Women-owned Business Enterprises (MWBE), New York State Service-Disabled Veteran-Owned Business (SDVOB), and Equal Employment Opportunity (EEO) Requirements**

The combined M/WBE goal will be 30%. The SDVOB goal will be 6%. Forms and guidance can be found at <https://www.efc.ny.gov/mwbe> and <https://www.efc.ny.gov/sdvob>.

For all contracts, please submit:

☐ **EEO Policy and EEO Staffing Plan**

For contracts over \$25,000, please submit:

☐ **MWBE-SDVOB-EEO Workplan**

☐ **Approvable MWBE Utilization Plan/Waiver Request**

☐ **Approvable SDVOB Utilization Plan/Waiver Request**

Jason Morris, PE
City Engineer
City of Newburgh
83 Broadway
Newburgh
New York 12550

Arcadis of New York, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Phone: 518 250 7300
Fax: 518 371 2757
www.arcadis.com

Date: March 15, 2022
Our Ref: 30021574
Subject: West Trunk Sewer Inflow and Infiltration Study

Dear Mr. Morris,

The City of Newburgh (City) is under an Order on Consent for the implementation of their Long Term Control Plan (LTCP) to reduce Combined Sewage Overflows (CSOs). On behalf of the City Arcadis submitted an application for an Engineering Planning Grant (EPG) as administered by the New York State Environmental Facilities Corporation (NYS EFC) and the City was awarded \$100,000 to investigate the condition of the portions of the West Trunk Sewer not previously investigated to identify sources of inflow and infiltration (I/I) that impact CSOs and to document the structural integrity of the sewer to plan for aging infrastructure renewal or replacement and to advance the City's asset management program.

Project Understanding

A portion of the West Trunk Sewer was lined approximately two years ago from the intersection of Dickson Street and Walsh Road to CSO Regulator No. 2 after a catastrophic failure occurred due to flooding. Due to the success in lining that portion of the brick sewer and because an inspection has not been completed in the remainder of the West Trunk Sewer, the City would like to complete an inspection including an I/I study for the West Trunk Sewer upgradient of the lined portion prior to the design and construction of the South Interceptor improvements included in the LTCP. The goal of this project is to reduce stormwater flows resulting from I/I to the West Trunk Sewer and to prolong the service life of the West Trunk Sewer.

This project will include an inspection of West Trunk Sewer, which conveys flows from the Town of Newburgh and the western portion of the City of Newburgh to the WPCP through Regulator No. 2 and the South Interceptor. The work will consist of both hands-on inspection with confined space entries at manhole access points and remote inspection utilizing a combination of technologies to be identified following initial confined space entries. The portion of the sewer to be inspected is approximately 7,000 linear feet, ranges from 12- to 54-inch diameter, and is a combination of brick and clay block, and vitrified clay construction. Since the sewer is a combination of materials constructed utilizing grout, the City suspects the grout may be deteriorating, allowing for infiltration to occur and compromising the structural integrity of the sewer. Inspection will include an evaluation of the condition of the grout and documentation of structural defects. Rehabilitation recommendations will serve to reduce wet weather flows in the West Trunk Sewer and extend the service lifetime of the West Trunk Sewer by providing structural support.

Scope of Services

Task 1 – Project Management

This project is being funded by an EPG which was awarded by NYS EFC in December 2021; there are requirements for Minority or Women Owned Businesses (M/WBE) and Service Disabled Veteran Owned Businesses (SDVOB) participation of 30 percent and 6 percent, respectively. This task includes assistance with grant administration, including preparing draft paperwork, and submitting required paperwork after it has been approved by the City. Arcadis intends to utilize M/WBE and/or SDVOB service providers for remote inspection of the West Trunk Sewer including closed-circuit television inspection and/or confined space entry inspection. Arcadis will also assist the City with documentation of in-kind services for the City's required match for the project. The goal for in-kind services is \$20,000, which is 20 percent of the grant amount.

Arcadis will coordinate investigative activities to be performed by subcontractors in addition to City of Newburgh personnel, including sewer cleaning, and inspection performed by confined space entry, and bypass pumping if necessary. Arcadis will prepare figures with the locations for remote inspection and bypass pumping if necessary.

Task 2 – Preliminary Field Investigations

Arcadis has a team of buried infrastructure specialists who routinely perform confined space entries to establish the condition of sewers within 10 to 20 feet of manhole access points. Preliminary field investigations will involve physical inspection of the sewers and manholes at select access points along the West Trunk Sewer. These investigations will serve to evaluate grout condition by probing the grout and sewer inverts and will collect information about extent of debris visible from the manholes that will enable Arcadis to recommend the most appropriate method for inspection of the portions of the trunk sewer not visible from the manholes. This strategy will develop adequate and appropriate data to inform rehabilitation recommendations.

Task 3 – Detailed Field Investigations

Based on the outcome of Task 2, Arcadis will recommend a strategy for completing detailed field investigations between manhole access points in a cost-effective methodology. Options for completed detailed field investigations will vary by sewer diameter, but may include confined space entry to walk the length of the 54-inch sewer, closed-circuit television inspection (CCTV) during overnight low flows to maximize the portion of the sewer visible, or multi-sensor inspection with SONAR and laser scanning to detect structural defects below and above the waterline. Depending on which inspection method(s) are recommended, sewer cleaning may be required. The goal of this task is to complete inspections without the need for costly bypass pumping, however, in some cases it may be deemed necessary. Arcadis will provide coordination and administrative services to facilitate inspection of sewer to be performed by a subcontractor and cleaning or bypass pumping if necessary. The City has an experienced CCTV operator and would like to perform as much of the CCTV as possible such that data collected is consistent with the City's sewer inspection database. This activity that the City performs will be documented and utilized as an in-kind contribution in lieu of a monetary contribution for the EPG match. Inspections performed by a subcontractor will include video footage and Pipeline Assessment Certification Program (PACP) reports of the inspections, compatible with the City's sewer inspection database.

Task 4 – Engineering Report

Inspections will result in collection of information that will be reviewed by Arcadis staff. This review will include a analysis of defects observed and a recommendation for rehabilitation. CCTV inspections completed will be provided to Arcadis using the PACP grading system. Arcadis will provide a final report summarizing the findings of the investigative work performed. Subcontractor prepared reports will be included in the final report as appendices

Mr. Jason Morris, PE
City of Newburgh
March 15, 2022

and key findings with associated rehabilitation recommendations and costs will be provided as a table in the report. This report will be presented to the City for review and comment and then submitted to NYS EFC.

Compensation

Arcadis will complete the scope of services included herein for a total not to exceed fee of \$128,000 to be compensated based on a rates schedule (attached).

Task	Compensation
Task 1 – Project Management	\$12,000
Task 2 – Preliminary Field Investigations	\$20,000
Task 3 – Detailed Field Investigations	\$76,000
Task 4 – Engineering Report	\$20,000
Total Not to Exceed Fee	\$128,000

Schedule

Arcadis will complete the Engineering Report by November 1, 2022 for submission to the NYS EFC and assist in identifying funding sources.

Arcadis appreciates the opportunity to continue to support the City with the improvement of its critical wastewater infrastructure and the improvement of the water quality of the Hudson River. If you have any questions, please do not hesitate to contact me at 518-250-7305 so that I may be of further assistance.

Sincerely,
Arcadis of New York, Inc.



Robert Ostapczuk, P.E.
Vice President

Email: Robert.Ostapczuk@arcadis.com
Direct Line: 518-250-7300

Enclosures:

Standard Hourly Rates

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

Rate Sheet

Hourly Rates: Charges for services provided will be in accordance with the following schedule:

Rate Schedule	
Grade 1 – Technician/Administrator I	\$60
Grade 2 – Technician/Administrator II	\$75
Grade 3 – Technician/Administrator III	\$85
Grade 4 – Technician/Administrator IV	\$90
Grade 5 – Professional	\$105
Grade 6 – Professional II	\$115
Grade 7 – Staff Professional	\$135
Grade 8 – Project Professional	\$150
Grade 9 – Senior Professional	\$170
Grade 10 – Principal	\$190
Grade 11 – Associate VP or VP	\$240
Grade 12 – VP or Senior VP	\$270

Reimbursable Expenses. Except for certain in-house services, project expenses incurred with subcontractors and outside vendors will be invoiced at cost plus 10%. These project expenses may include, but are not limited to: shipping charges; printing; supplies; equipment; traveling expenses; special insurance; licenses; permits; and subcontracted services.

In-house services not subject to handling costs are:

Transportation: \$0.56/mile for vehicles; \$0.66/mile for 4x4 vehicles

Invoices. Arcadis will submit invoices to Client for each month during which services were performed. Invoices may include carrying charges at 1.5% per month for delinquent payments outstanding over 30 days and applicable sales or value-added taxes.

RESOLUTION NO.: _____ - 2022

OF

MARCH 28, 2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
ASSUMING LEAD AGENCY STATUS UNDER
STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) FOR
THE WEST TRUNK SEWER INFLOW AND INFILTRATION
PLANNING GRANT PROJECT, DECLARING THE PROJECT TO BE
A TYPE II ACTION, ADOPTING THE ENVIRONMENTAL ASSESSMENT FORM,
FINDING NO SIGNIFICANT ADVERSE IMPACT ON THE ENVIRONMENT AND
AUTHORIZING THE CITY MANAGER TO EXECUTE ALL SEQRA DOCUMENTS**

WHEREAS, by Resolution No. 163-2021 of July 12, 2021, the City Council of the City of Newburgh authorized the City Manager to apply for and accept if awarded an Environmental Facilities Corporation (“EFC”) Engineering Planning Grant (“EPG”) through the Consolidated Funding Application (“CFA”) to fund sewer inspection and inflow and infiltration investigation activities; and

WHEREAS, the City of Newburgh was selected to receive CFA EFC EPG No. 108029 for the West Trunk Sewer Inflow and Infiltration Planning Grant Project (the “Project”); and

WHEREAS, the City desires to comply with the New York State Environmental Quality Review Act (“SEQRA”) and the regulations contained within 6 NYCRR Part 617 (the “Regulations”) with respect to the Project; and

WHEREAS, under Section 617.5(c)(24) of the SEQRA Regulations, the Project constitutes information collection including basic data collection and research, water quality and pollution studies, traffic counts, engineering studies, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action; and under Section 617.5(c)(27) of the SEQRA Regulations involves conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York the West Trunk Sewer Inflow and Infiltration Planning Grant Project constitutes a “Type II” Action, as the quoted term is defined in the SEQRA Regulations and that no further review for SEQRA purposes is required; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and hereby is authorized to sign and file any/and all other documents that may be necessary in connection with this SEQRA classification for the West Trunk Sewer Inflow and Infiltration Planning Grant Project.

RESOLUTION NO.: _____ - 2022

OF

MARCH 28, 2022

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH
GAR ASSOCIATES LLC FOR A REAL PROPERTY REASSESSMENT UPDATE
PROJECT AT A TOTAL COST OF \$65,000.00**

WHEREAS, the City of Newburgh has recognized a need for professional support services related to its real property reassessment update project; and

WHEREAS, GAR Associates LLC has provided a series of professional support services to assist with the City of Newburgh's real property reassessment update project; and

WHEREAS, this Council finds it in the best interest of the City of Newburgh to enter into an agreement with GAR Associates LLC for professional support services at a total cost of \$65,000.00; and

WHEREAS, funding for this contract will derive from budget line A.1355.0455 - Other Services / Consultant Services; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into an agreement with GAR Associates LLC at a total cost of \$65,000.00, with all such terms and conditions as may be required by the Corporation Counsel, for professional support services to assist with the City of Newburgh's real property reassessment update project.

RESOLUTION NO.: _____ - 2022

OF

MARCH 28, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A CONTRACT WITH WORLD SOUND FOUNDATION
TO PROVIDE DOCUMENT AND ORAL HISTORY RECORDINGS OF THE AFRICAN-
AMERICAN COMMUNITY IN NEWBURGH IN CONNECTION WITH THE
NATIONAL PARK SERVICE AFRICAN AMERICAN CIVIL RIGHTS PROGRAM GRANT**

WHEREAS, by Resolution No. 303-2020 of December 14, 2020, the City Council authorized the City Manager to apply for and accept if awarded a National Park Service African American Civil Rights Program (“NPS AACR Program”) grant; and

WHEREAS, the City was awarded funds from the NPS AACR Program grant; and

WHEREAS, the objective of the grant was for local governments or not-for-profit entities to complete a project that documents, interprets, and/or preserves the sites and stories of the full history of the African American struggle to gain equal rights; and

WHEREAS, the World Sound Foundation, a not-for-profit entity, has applied to work with the City of Newburgh to record and document an oral history of the African-American community in Newburgh since the 19th century, through the Great Migration, in relation to the community’s culturally significant sites and historic neighborhoods; and

WHEREAS, this Council has reviewed the contract with World Sound Foundation, annexed hereto, and finds that entering into said contract is in the best interests of the City of Newburgh; and

WHEREAS, funding for this project will derive from budget line CG.8030.0455.4400.2023; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a contract with World Sound Foundation to record and document an oral history of the African-American community in Newburgh since the 19th century, through the Great Migration, in relation to the community’s culturally significant sites and historic neighborhoods, and in connection with the NPS AACR Program grant.

SUBGRANTEE AGREEMENT
NATIONAL PARK SERVICE AFRICAN AMERICAN CIVIL RIGHTS GRANT

This subgrantee agreement (“Agreement”), by and among the **CITY OF NEWBURGH, NEW YORK**, a New York municipal corporation, having its principal office located at 83 Broadway, Newburgh, New York 12550 (the “City”) and **WORLD SOUND FOUNDATION**, a not-for-profit corporation, having its principal place of business at 7 Lansing Lane, Kingston, New York 12401 (“Sub-grantee”), is made this dated as of _____, 2022, as follows:

RECITALS

- A. The City received an award of funds from the National Parks Service (referred to herein as “Grantor”) African American Civil Rights (“AACR”) program.
- B. The City has been duly designated to carry out activities authorized by the terms of the Grantor and the AACR program, one such activity being to record and document an oral history of the African-American community in Newburgh since the 19th century, through the Great Migration, in relation to the community’s culturally significant sites and historic neighborhoods.
- C. Sub-grantee has applied to work with the City in an effort to perform the services contained in paragraph B above, in a manner more specifically set forth in **Exhibit A**, attached hereto and made a part of this Agreement.
- D. Sub-grantee has also submitted a reasonable budget to perform the services contained in paragraph B above, more specifically set forth in **Exhibit B**, attached hereto and made a part of this Agreement.
- E. In addition to the terms and conditions in this Agreement, Sub-grantee has agreed to additional terms and conditions as required by the Grantor, more specifically set forth in **Exhibit C**, attached hereto and made a part of this Agreement.
- F. The City has identified Sub-grantee as competent, willing, and able to assist the City in performing the services contained in paragraph B, above, and now wishes to engage Sub-grantee to carry out the objectives of the AACR program as stated in the Grant Agreement with the Grantor.

NOW, THEREFORE, the City, and the Sub-grantee, for the consideration and under the conditions hereinafter set forth, do agree as follows:

ARTICLE I SPECIFIC TERMS OF AGREEMENT

- 1. The City hereby awards a cost reimbursable subaward, as described above, to Sub-grantee. The statement of work and budget for this subaward are as shown in **Exhibit A**. In its performance of subaward work, Subrecipient shall be an independent entity and not an employee or agent of the City.

2. Sub-grantee shall be solely responsible for securing goods, services, and any other accommodations necessary to provide the work product contemplated herein.
3. As consideration for the work product provided, and after the work product has been provided to the City, the City shall pay Subrecipient a sum of twenty-seven thousand and 00/100 dollars (\$27,000.00), said sum being a part of grant award to the City by Grantor.

ARTICLE II PAYMENT

1. Notwithstanding anything to the contrary herein, it is understood and agreed by the parties to this Agreement that the Agreement of the City to fund the subaward, shall be deemed executory to the extent that grant monies are available to it for the purpose of carrying out the terms of this subaward and that no liability shall be incurred by the City should the grant monies not be available for such purposes. No general or other funds of the City shall be used by the City for the funding of this Agreement.
2. Total payment under this Contract shall not exceed twenty-seven thousand and 00/100 dollars (\$27,000.00) as payment for all eligible services incurred by Sub-grantee.
3. The City may withhold any payment whenever the Sub-grantee fails to achieve its program goals for the vouchered expenditure period.

ARTICLE III METHOD OF PAYMENT

1. Within thirty (30) days of the execution of this Agreement, and on a quarterly basis thereafter for the term of this Agreement, the City shall pay Sub-grantee eligible reimbursable costs.
2. Payment for services shall cease upon termination of the Agreement or upon the payment of the amount stated in Article II(2), whichever occurs first. All payments for services are to be made from grant funds.
3. The City shall reimburse Sub-grantee not more often than quarterly for allowable costs. All invoices and questions concerning invoices, receipts, or payments should be directed to the City of Newburgh Comptroller, 83 Broadway, 4th Floor, Newburgh, New York 12550.
4. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to the City's Comptroller NOT LATER THAN sixty (60) days after the subaward end date of **December 31, 2022**. The final statement of costs shall constitute Sub-grantee's final financial report.
5. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of error, an audit finding, or other matter against the Sub-grantee.

ARTICLE IV TERMINATION

1. Either party may terminate this agreement with thirty days written notice to the parties listed below. Upon receipt of notice of termination, the Sub-grantee agrees to cancel, prior to the

effective date of termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval.

If to City:

City of Newburgh
Office of the Corporation Counsel
83 Broadway, 2nd Floor
Newburgh, New York 12550

If to Sub-grantee

World Sound Foundation
attn.: Eileen McAdam
7 Lansing Lane
Kingston, New York 12401

2. In the event of termination as herein provided, any completed reports prepared by Sub-grantee under this Agreement and any material gathered in the preparation of reports under this Agreement, whether such reports are completed or not, shall become the property of the City, and such records shall be submitted to it.
3. In the event of termination, Sub-grantee shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. However, if termination is affected by the City because of default or breach on the part of the Sub-grantee, the City may withhold from any payments due the Sub-grantee for the purpose of set-off, such amount as the City reasonably determines to be the damages due it by Sub-grantee.

ARTICLE V NO ASSIGNMENT

1. Sub-grantee represents that its rights, obligations and duties under this Agreement shall not be assigned, in whole or in part, without prior written approval of the City.

ARTICLE VI BOOKS AND RECORDS; REPORTS

1. Sub-grantee shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The City or the Grantor shall have access to the Records during normal business hours at an office within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.
2. Sub-grantee shall submit a report to the City identifying prescribed activities funded under this Agreement at the termination of this Agreement. Sub-grantee shall also submit reports identifying prescribed activities funded under this Agreement upon request by the City while this Agreement is in effect.

ARTICLE VII CONFIDENTIAL INFORMATION

1. In the event that Sub-grantee, in the course of performance hereunder, obtains access to information, data or records deemed confidential by the City, Sub-grantee shall hold all such Confidential Information in confidence and not disclose or make it available to third parties without the City's written permission. Sub-grantee agrees for a period of six (6) years to hold in confidence all such information and not disclose or make it available to third parties without the City's written permission. This obligation will apply only to information the City has designated in writing as Confidential and will not apply to information which:
 - a. was known to Sub-grantee prior to receipt from the City, as evidenced through written documentation;
 - b. was or becomes a matter of public information or publicly available through no fault on the part of Sub-grantee;
 - c. is acquired from a third party entitled to disclose the information to Sub-grantee;
 - d. is developed independently by Sub-grantee;
 - e. is required to be disclosed pursuant to law, regulation or court order. However, in the event of a demand for disclosure under law or court order, Sub-grantee shall not make such disclosure without prior written notice to the City and an adequate opportunity for the City to oppose such disclosure.

ARTICLE VIII INTEREST OF SUB-GRANTEE, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS

1. Sub-grantee agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the area which would conflict in any manner or degree with the performance of its obligations under this Agreement.
2. Sub-grantee further agrees that it shall fully disclose, in writing to the City, upon execution of this Agreement and as such becomes known to it, any conflicting interest held by any of its directors or officers, or any of its paid employees, agents or sub-contractors or by any close relative of such persons.
3. The City shall have the right to publicly disclose any disclosures made to it under this Agreement.

ARTICLE IX INTEREST OF MEMBERS, OFFICERS OR EMPLOYEE THE CITY; MEMBERS OF THE COMMON COUNCIL, OR OTHER PUBLIC OFFICIALS

1. No member, officer or employee of the City or its designees or agents, no member of the Common Council of the City of Newburgh, New York and no other public official of the City, its Departments or of any other public agencies which exercise any functions or responsibilities with respect to the program, during his/her tenure in office or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this Agreement.

2. Sub-grantee shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest as prohibited by this Article.

ARTICLE X INTEREST OF CERTAIN STATE OFFICIALS

1. No member of the New York State Assembly or Senate, or any other member of New York State government, shall be permitted to any share or part of this Agreement or to any benefit to arise from the same.

ARTICLE XI SOLICITATION OR PROCUREMENT OF AGREEMENT

1. Sub-grantee represents that it has not employed any person to solicit or procure this Agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, bonus or any other compensation in connection with the procurement of the Agreement.

ARTICLE XII REPRESENTATIONS OF SUBGRANTEE

1. Sub-grantee acknowledges and agrees that services performed pursuant to this Agreement are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
2. Sub-grantee will not use funds under this Agreement to: (1) engage in activities that are other than for the purposes stated in the RFP; (2) attempt to influence legislation, by propaganda or otherwise; or (3) directly or indirectly participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.
3. Sub-grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, or any state department or agency. Sub-grantee agrees to comply with all applicable State and Federal regulations including, but not limited to, non-discrimination, rights of the handicapped and equal opportunity, during the performance of activities within this Agreement, including Title VI of the Civil Rights Act of 1964, and with Executive Order 11246, as amended by E.O. 11375 and 41 CFR, Part 60.

ARTICLE XIII EQUAL EMPLOYMENT OPPORTUNITY

1. In carrying out the obligation of this Agreement, Sub-grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. Sub-grantee shall take affirmative action to ensure that applicants for employment and employees of Sub-grantee are treated without regard to their race, color, religion, sex, national origin or handicap. Such actions shall include, but are not limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

2. Sub-grantee shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Sub-grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or handicap.
3. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because s/he has filed any complaint or instituted, or caused to be instituted, any proceeding; or has testified, or is about to testify, in any proceeding under or relating to the labor standards applicable hereunder.

ARTICLE XIV FACILITIES AND PERSONNEL

1. Sub-grantee represents that it has and shall continue to have proper facilities and personnel to perform the work and services agreed to be performed hereunder.
2. Sub-grantee further represents that it will terminate and dismiss from further performance of work and services under this Agreement any officer, employee, agent, sub-contractor or other person upon a finding, based upon procedures which provide the process to the individual and to Sub-grantee by the City that such officer, employee, agent sub-contractor or other personnel of the contractor is incompetent to perform such services under this Agreement and that it will replace such officer, employee, agent, sub-contractor or other such personnel as the City reasonably finds necessary for Sub-grantee to replace to meet its obligations under this Agreement. It is expressly understood that nothing in the Article shall relieve Sub-grantee from meeting its obligations under the terms and conditions of this Agreement.

ARTICLE XV INDEMNIFICATION

1. Sub-grantee hereby assumes entire responsibility for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties, and for all property damage when such personal and/or property damage is caused by, results from, arises out of or occurs in connection with any act, or failure to act, of Sub-grantee or its agents, sub-contractors, servants or employees.
2. If any person shall make a claim for any damage or injury (including death resulting therefrom) as described above, Sub-grantee hereby agrees to hold harmless the City from and against any and all loss, expense, damage or injury whatsoever and indemnify the City from the same.
3. Sub-grantee shall procure and maintain at its own expense until final completion of this Agreement, insurance which must name the City of Newburgh, named insured for liability for damages imposed by law of the kinds and in the amounts hereinafter stated, in an accredited insurance company as may be approved by the City Manager.
 - a. Certificates of Insurance acceptable to the City shall be filed with the City. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the City as evidenced by Return Receipt of Registered or Certified letter. Renewal Certificates

covering renewal of all policies expiring during the life of the Contract shall be filed with the City not less than thirty (30) days before the expiration of such policies.

b. Sub-grantee shall carry Liability and Property Damage Insurance with limits of not less than:

- | | | |
|-----|---------------------------|---------------------------------|
| i. | Property Damage Liability | \$1,000,000 for each occurrence |
| ii. | Personal Injury Liability | \$1,000,000 for each person |
| | | \$2,000,000 for each occurrence |

4. The Agency, as Sub-grantee shall provide Worker's Compensation Insurance, if it has employees, in accordance with the statutes of the State of New York.

SECTION XVI NOTICES

1. Notices of any nature referred to in this agreement shall be in writing by certified mail, hand delivery. Notices shall be effective on the date of receipt.

If to City:

City of Newburgh
Office of the Corporation Counsel
83 Broadway, 2nd Floor
Newburgh, New York 12550

If to Sub-grantee

World Sound Foundation
attn.: Eileen McAdam
7 Lansing Lane
Kingston, New York 12401

SECTION XVII MISCELLANEOUS

1. No changes may be made to this Agreement without written consent/amendment by the City.
2. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, directors or agents, to the extent allowed by law.
3. This Subaward shall be governed by the laws of the State of New York without regard to its choice of law provisions.

4. Subrecipient has read, acknowledged, and agreed to the terms in this Agreement, and any exhibits annexed hereto, which are all incorporated by reference. Should any term(s) in the main body of this Agreement be inconsistent with any term(s) required by Grantor, the term(s) required by Grantor shall control and prevail.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

[Signature page to follow]

DRAFT

Signature Page
Subgrantee Agreement, National Parks Service, AACR Grant
City of Newburgh / World Sound Foundation

IN WITNESS WHEREOF, Sub-grantee and the City have executed this Agreement the day and year herein mentioned.

DATED: _____, 2022 CITY OF NEWBURGH

By: _____
Name: Todd Venning
Title: City Manager

DATED: _____, 2022 WORLD SOUND FOUNDATION

By: _____
Name: Eileen McAdam
Title: Chief Executive Officer

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On this ____ day of _____, in the year 2022, before me personally appeared Todd Venning, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On this ____ day of _____, in the year 2022, before me personally appeared Eileen McAdam personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – BUDGET

EXHIBIT C – GRANTOR TERMS & CONDITIONS

DRAFT

AARC Budget **Draft** for Deliverable 1
 Prepared by Eileen McAdam, Sound and Story
 11/16/21

Item	Note	Cost
Coordination Process of Oral History Collection includes planning meetings	Assumes that selection of interviewees and scheduling will be done by staff	\$2,000
Develop Training modules, forms and procedures	This includes handouts for trainings, but not a train-the - trainer curriculum. Nor does it include a written curriculum for students	\$2,500
Conduct library staff and teacher oral history training	Conduct two 4 hour trainings and two 4 hour follow-up trainings for 8 people. Totaling 16 people	\$4,000
Conduct student oral history training	I need more detail here as to how many students, the role of the teachers , how many trainings and whether training includes audio production . This figure is an estimate	\$4,000
Conduct 10 audio Interviews up to 20 hours total	Includes prep, travel, interview and processing. Assumes interviews will be conducted over no more than three days.	\$7,000
Transcripts for 10 interviews up to 20 hours		\$5,500
Production of ten 2 – 4 minute Audio Clips	\$200 each	\$2,000
TOTAL		\$27,000

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Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
09/30/2021	09/30/2021	Annual	12/29/2021
10/01/2021	09/30/2022	Annual	12/29/2022
10/01/2022	09/30/2023	Final	01/28/2024

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
09/30/2021	09/30/2021	Annual	12/29/2021
10/01/2021	09/30/2022	Annual	12/29/2022
10/01/2022	09/30/2023	Final	01/28/2024

REMARKS

1. Grant Agreement
between
the United States Department of the Interior
National Park Service
and
the Above-Named Recipient

Articles

1. Department of the Interior Standard Terms and Conditions

Recipients must also adhere the Department of Interior Standard Terms and Conditions located at <https://www.doi.gov/grants/doi-standard-terms-and-conditions>.

2. Legal Authority

NPS enters into this Agreement pursuant to:

1. National Historic Preservation Act (NHPA), 54 USC 300101 *et seq.*
2. Historic Preservation Fund Grants Manual, 2007 and subsequent memos and guidance
3. Further Consolidated Appropriations Act of 2020, P.L. 116-94

3. Performance Goals and Project Objectives

The objective of this Agreement is to provide Historic Preservation Funds (HPF) to a State, Tribe, local government (including Certified Local Governments), or nonprofit to complete a project that documents, interprets, and/or preserves the sites and stories of the full history of the African American struggle to gain equal rights and the transatlantic slave trade. Projects may involve a broad range of preservation projects for historic sites including: survey & inventory, National Register nominations, oral histories, collections conservation, architectural services, historic structure reports, preservation plans, and physical preservation of resources listed or eligible National Register resources.

4. Performance Goals and Project Objectives

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This grant program enables eligible grantees, as stated in the Notice of Funding Opportunity, across the nation to participate in a nationwide historic preservation program and meet the goals of 54 U.S.C. 300101 et seq., commonly known as the National Historic Preservation Act.

5. COVID-19 Provisions

Due to the COVID-19 pandemic, access to National Park Service (NPS) property, personnel, or resources may be limited at the start of the agreement. Any performance that requires access to National Park Service property, personnel, or resources shall not commence until the recipient receives confirmation from the NPS Financial Assistance Awarding Officer of the availability of those resources. The recipient shall contact the NPS Financial Assistance Awarding Officer for approval prior to incurring any costs for performance that requires access to National Park Service property or resources. Such approvals can only be provided by the NPS Financial Assistance Awarding Officer. In the event of a prolonged unavailability of resources, the period of performance may be modified to a later date, or the agreement may be cancelled, by either the National Park Service or the recipient, in its entirety. In addition, the recipient shall contact the NPS Financial Assistance Awarding Officer to coordinate any other changes to the agreement that may be needed to ensure successful performance during the COVID-19 pandemic.

6. Statement of Work

The Statement of Work to be performed in accordance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* and as determined eligible in the National Historic Preservation Act (NHPA), 54 U.S.C 300101 et. seq., and in the Historic Preservation Grant Fund Manual.

The Statement of Work is further defined in an addendum at the end of this Notice of Award.

7. Responsibilities of the Parties

1. The Recipient agrees to:
 1. The Recipient shall carry out the Statement of Work in accordance with the terms and conditions stated herein, such as the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*.
 2. The Recipient shall adhere to all applicable Federal, state, and local laws, regulations, and codes, such as the National Historic Preservation Act.
2. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance and technical assistance at the request of the recipient.

8. Cost-Share Requirement

Non-Federal cost-share is required for costs incurred under this Agreement, as identified in the attached project budget. If pre-award costs are authorized, reimbursement of these costs is limited to Federal cost share percentage identified in this agreement.

9. Pre-Award Incurrence of Costs

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The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

10. Administrative & Indirect Costs

The Recipient has chose not to use a federally approved negotiated indirect cost rate.

The federally-negotiated indirect rate plus administrative costs to be applied against this agreement, by statute 54 U.S.C. § 302902, shall not exceed 25% of the total budget.

Administrative costs are defined as: Allowable, reasonable, and allocable costs related to the overall management of activities directly related to finance (accounting, auditing, budgeting, contracting), general administrative salaries and wages (grant administration, personnel, property management, equal opportunity) and other overhead functions (general legal services, general liability insurance, depreciation on buildings and equipment, etc.) not directly attributable to specific program areas identified in the grant agreement. All administrative costs reported must be absolutely necessary for project and/or program implementation, such as the cost items identified in the final grant agreement or items otherwise approved in writing by the NPS Awarding Officer (AO).

11. Key Officials

1. Communications. Recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to the Awarding/Grants Management Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.
2. Changes in Key Officials. Neither the NPS nor Recipient may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

12. Award and Payment

1. The NPS will provide funding to the Recipient in an amount not to exceed the figure in block 11m of the Notice of Award for the Statement of Work described in Article VI and in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
2. Recipient shall request payment in accordance with the following:
 1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
 2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
 3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each

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request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.

4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be "high risk" or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
3. In order to receive a financial assistance award and to ensure proper payment, it is required that the Recipient maintain their registration with the System for Award Management (SAM), accessed at <http://www.sam.gov>. Failure to maintain registration can impact obligations and payments under this Agreement and/or any other financial assistance or procurement documents the Recipient may have with the Federal government.
4. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.
5. **Allowable and Eligible Costs.** Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Start Date of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
6. **Travel Costs.** For travel costs charged against awards under the Agreement, costs incurred must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the Recipient in its regular operations as a result of the Recipient's written travel policy. If the Recipient does not have written travel policies established, the Recipient and its contractors shall follow the travel policies in the Federal Travel Regulation, and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.
7. **Indirect Costs.** Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.
8. **Recipient Cost Share or Match.** Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

13. Prior Approval

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

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14. Insurance and Liability

Flow-down: For the purposes of this clause, "recipient" includes such sub-recipients, contractors, or subcontractors as, in the judgment of the recipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.

15. Reports and/or Outputs/Outcomes

1. Refer to the last page of the Notice of Award document for Federal Financial reporting frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the GrantSolutions "Manage Reports" functionality.
2. A final Performance Report and a final Federal Financial Report will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIIS). Each report shall be submitted as described above.
3. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.
4. Specific projects, tasks, or activities for which funds are reimbursed and/or advanced will be tracked and reported by the grantee's submission as defined in an addendum at the end of this Notice of Award.

16. Property Utilization

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 applies to this Agreement.

17. Modification, Remedies for Noncompliance, Termination

1. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by both parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.
2. Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.
3. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

18. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time

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must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings You Must Report

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
2. Reached its final disposition during the most recent five year period; and
3. Is one of the following:
 1. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 3. An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or
 4. Any other criminal, civil, or administrative proceeding if:
 1. It could have led to an outcome described in paragraph 2.3.(1), (2), or (3) of this award term and condition;
 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It

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does not include audits, site visits, corrective plans, or inspection of deliverables.

2. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
3. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

19. Funding Used for the Operation of Unmanned Aircraft Systems (UAS)

If Federal funding is provided to a State, local, tribal, or territorial government for the use of UAS for their operations, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

Per the policy memorandum issued by National Park Service Director, dated June 19, 2014, the launching, landing, and operating of unmanned aircraft, that is not under the control of the Federal government, on lands and waters administered by the National Park Service is prohibited unless approval is received from the Associate Director for such purposes as: Scientific study, search and rescue operations, fire operations, and law enforcement.

Administrative use includes the use of unmanned aircraft by

- NPS personnel as operators or crew;
- cooperators such as government agencies and universities that conduct unmanned aircraft operations for the NPS pursuant to a written agreement; and
- other entities, including commercial entities, conducting unmanned aircraft operations for the NPS, provided such entities are in compliance with all applicable FAA and Department of the Interior requirements.

20. Patents and Inventions (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

1. Definitions

1. *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).
2. *Subject invention* means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement

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performance.

3. *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
4. *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
5. *Small Business Firm* means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
6. *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

2. Allocation of Principal Rights

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

3. Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

1. The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.
2. The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.
3. The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory

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period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

4. Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

4. Conditions When the Government May Obtain Title

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

1. If the Recipient fails to disclose or elect title to the subject invention within the times specified in paragraph 3, above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.
2. In those countries in which the Recipient fails to file patent applications within the times specified in paragraph 3 above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in paragraph 3 above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.
3. In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

5. Minimum Rights to Recipient and Protection of the Recipient Right to File

1. The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in paragraph 3, above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.
2. The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
3. Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient

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will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

6. Recipient Action to Protect the Government's Interest

1. The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to
 1. establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and
 2. convey title to the National Park Service when requested under paragraph 4 above and to enable the government to obtain patent protection throughout the world in that subject invention.
2. The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (3)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
3. The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
4. The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

7. Subcontracts

The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

8. Reporting on Utilization of Subject Inventions

The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the

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National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (10) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

9. Preference for United States Industry

Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

10. March-in Rights

The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

1. Such action is necessary because the Recipient or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
2. Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee or their licensees;
3. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee or licensees; or
4. Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

11. Special Provisions for Agreements with Nonprofit Organizations

If the Recipient is a nonprofit organization, it agrees that:

1. Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;
2. The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
3. The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the

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administration of subject inventions, will be utilized for the support of scientific research or education; and

4. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (11)(4).

12. Communication

Communications regarding matters relating to this provision shall be directed to:

Deputy Associate Solicitor
Branch of Procurements and Patents
Office of the Solicitor
U.S. Department of the Interior
1849 C Street, NW
Washington, DC 20240

21. Strengthening Buy-American Preferences for Infrastructure Projects per E.O. 13858

Per Executive Order 13858, entitled "Strengthening Buy-American Preferences for Infrastructure Projects" the Recipient shall maximize, consistent with law, the use of iron and steel goods, products, and materials produced in the United States, for infrastructure projects as defined by the Executive Order when the statement of work includes alteration, construction, conversion, demolition, extension, improvement, maintenance, reconstruction, rehabilitation, or repair.

22. Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information (<https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines>).

The following summarizes some of the requirements for preparing NPS reports in conformance with

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Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to <https://section508.gov/create>. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later (<https://www.w3.org/WAI/standards-guidelines/wcag/>), Level AA Success Criteria.

- **Electronic documents with images**

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

- **Electronic documents with complex charts or data tables**

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

- **Electronic documents with forms**

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

23. General and Special Provisions

1. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
2. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
3. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
4. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
5. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
6. **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS

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employees are not agents of the Recipient and will not act on behalf of the Recipient.

7. **Non-Exclusive Agreement.** This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
8. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
9. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
10. **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
11. **Program Income.** If the Recipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR §200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.
12. **Rights in Data.** The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
13. **Conflict of Interest**
 1. Applicability.
 1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
 2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.
 2. Requirements.
 1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
 2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

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3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.
3. Notification.
 1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.
4. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
5. Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
6. Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

24. Signatures

Recipients are **not** required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down of funds, or accepting the award via electronic means.

25. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the secretary of defense, in consultation with the director of the

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national intelligence or the director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services and to ensure that communications service to users and customers is sustained.
3. See Public Law 115-232, section 889, for additional information.
4. See also §200.471.

Program Specific Requirements

1. NPS Oversight

The NPS will provide oversight of this grant project through the following NPS reviews:

1. Review and approval of annual and final reporting to include compliance with 2 CFR 200;
2. Review and approval for compliance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*;
3. Review and approval for compliance with Sections 106 (54 USC 306108) and 110f (54 USC 306107) of the National Historic Preservation Act in coordination with the appropriate State Historic Preservation Office;
4. Review and approval for compliance with the National Environmental Policy Act (NEPA);
5. Review and approval of project signage to notify the public of federal involvement; and
6. Any other reviews as determined by the NPS based on program needs or financial/programmatic risk factors (i.e., draft National Register nomination if required, etc.).

2. Determination of Risk

In accordance with 2 C.F.R. § 200.205, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, Federal Awardee Performance and Integrity Information System (FAPIIS), and/or past performance on previous Federal financial assistance awards and other factors.

This award has been determined to be a low risk with the following requirements:

Requests for payment may be made directly from the ASAP grant account without prior NPS approval after expenses have been incurred, invoiced, and paid. All documentation of expenses must be kept on file for audit purposes and may be requested by the NPS at any time. If payments are drawn down prior to invoice and payment or in amounts larger than costs incurred, the Recipient may be determined medium or high risk and be subject to additional grant terms and conditions.

3. Eligible Costs

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Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program eligible costs also include:

1. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA);
2. Administrative costs necessary to complete and administer the grant requirements;
3. Rehabilitation of properties;
 1. Eligible properties include historic districts, buildings, sites, structures and objects listed or eligible for listing in the National Register of Historic Places or applicable Tribal Register;
 2. Unlisted properties that receive funding must complete and submit a nomination as part of the project;
 3. All work must meet the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*; and
 4. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement
4. Survey and Inventory of historic resources to determine eligibility;
5. Cost for producing a nomination to the National Register of Historic Places (if applicable);
6. Conservation of collections;
7. Cost for any required audits or financial requests;
8. Cost for the production of project signs;
9. Costs for public notice of grant opportunities;
10. Costs associated with required training or reporting; and/
11. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

4. Equipment Purchases

Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application is not approval of equipment included within the application. Equipment is defined by 2 CFR 200.1 as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.

5. Consultants & Contractors

Consultant/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected and documentation of this selection must be maintained by the grantee and be made readily available for

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examination by the NPS. Federal contracting and procurement guidance can be found in 2 CFR 200.318. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary per project location. Current regional salary tables can be found on the Office of Personnel and Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.

6. Requirement for Project Sign & Public Notification

As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a public notification regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of receiving this awarded grant agreement. A copy of the posted release must be submitted to NPS within 30 days of the posting.

HPF funded projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. Signage/notification must be submitted for approval by the ATR in advance. Also the sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this agreement. At a minimum, all notifications must contain the following statement:

"[Project Name] is being supported in part by an African American Civil Rights grant from the Historic Preservation Fund administered by the National Park Service, Department of the Interior."

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is prohibited.

Cost of posting, fabricating, and erecting notification are eligible grant costs.

7. Publicity & Press Releases

Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the Historic Preservation Fund (HPF) administered by the National Park Service.

8. Funding Acknowledgement

The grantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables and publications concerning NPS grant-supported activities as referenced in the Statement of Work.

All deliverables must contain the following disclaimer and acknowledgement:

"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number [insert grant number, block 4a of this Notice of Award's coversheet]. Any opinions, findings, and conclusions or recommendations

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expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

1. Deliverables/publications include but are not limited to grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs; invitations and photos; websites; mobile apps; exhibits; and interpretive signs.
2. All digital copies must follow the file naming convention described in the attached Digital Product Submission Guidelines. Refer to the attached guidance document for instructions on creating, naming and submitting digital copies of deliverables/publications.
3. All consultants hired by the grantee must be informed of this requirement.
4. Grantees, subgrantees, contractors may not use the NPS Arrowhead in any form without written permission.

9. Copyright

Per 2 CFR 200.315(b), the NPS reserves a royalty-free right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so, any materials produced under this grant. All photos included as part of the interim & final reporting and deliverables/publication will be considered released to the NPS for future official use. Photographer, date, and caption should be identified on each photo, so NPS may provide proper credit for use.

A digital (preferred) or physical copy of all deliverables must be available for public access. Sensitive information may be redacted from the public access copy.

All consultants hired by the Recipient must be informed of this requirement.

10. NPS Review of Planning/Design Documents for National Historic Landmarks

The grantee must submit the following through HPFOnline:

1. a site plan that has the north direction clearly marked;
2. a city/county map with the site of the property clearly labeled;
3. set of plans and specifications for the project;
4. photographs (or digital images) of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;
5. interior photographs of all major rooms and those involved in the project, labeled and keyed to a floor plan;
6. for NHL Districts include overall views of the district from the project area; and
7. any additional information that will better enable a technical review of the project to be completed.

The grantee must submit documents for the entire undertaking to the NPS for its review and approval to ensure conformance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, **prior** to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of the NPS will not be reimbursed, and may cause the grant to be terminated

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and funds deobligated.

Plans & specifications for the project must be marked on the cover with this statement:

The {name of property} is designated a National Historic Landmark for its architectural and historic significance. It is considered to have irreplaceable cultural, material, and aesthetic value. The work is funded in part by the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. The funding of which is subject to having all work items meet The Secretary of the Interior's Standards for the Treatment of Historic Properties.

11. Compliance with Section 106

Pursuant to Section 106 of the National Historic Preservation Act (54 USC 306108), the NPS and the grantee must complete the consultation process stipulated in the regulations issued by the Advisory Council on Historic Preservation (ACHP) in 36 CFR 800 **prior** to the commencement of all grant-assisted construction or ground disturbance on the property.

12. Compliance with Section 110

Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 USC 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. See this agreement for submission requirements regarding NHL properties. In addition, Section 110(k) (54 USC 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106. Grantees must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties. Should it be discovered a grantee has deliberately damaged a property (e.g., pre-emptive demolition) to avoid requirements, the NPS must be notified to determine, in consultation with the ACHP, if the project can proceed.

13. Requirement for NEPA Compliance

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, grantees are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant-supported activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, the NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology. For construction or archeology projects, the applicant/grantee should submit an *Environmental Screening Worksheet*, in order to assist the NPS in determining if a Categorical Exclusion (found in [NPS Director's Order 12](#)) can be utilized.

14. Compliance with the Americans with Disabilities Act and the Architectural Barriers Act

The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.

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15. Unanticipated Discovery Protocols

At a minimum, unanticipated discovery protocols for subgrants or contracts shall require the sub-grantee or contractor to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO or THPO, sub-grantee or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the SHPO and/or THPO, the sub-grantee or contractor may perform additional measures to secure the jobsite if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

16. NAGPRA Costs Are Unallowable

Cost related to Native American Graves Protection and Repatriation Act (NAGPRA) activities are unallowable under this agreement. Funds for NAGPRA activities are available through the NPS National NAGPRA Program.

17. GIS Spatial Data Transfer Standards

All GIS data collected with HPF funds shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage:

https://www.nps.gov/crgis/crgis_standards.htm

Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available if requested. Execution of a Data Sharing Agreement between the NPS and the Recipient shall take place prior to collection of GIS data using HPF funds.

18. Funding for Use of Unmanned Aircraft Systems (UAS) (AKA Drones)

HPF funding for unmanned aircraft systems (UAS) usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

If HPF funding is provided to a state, tribal, local, or territorial government, or other non-profit organization for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

19. Subgrant Awards

The awarding of subgrants must follow the general criteria described below in addition to the eligibility factors outlined in the Notice of Funding Opportunity, OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual.

The Grantee must publicly announce the availability of HPF funds and include the following information:

1. A summary statement of the priorities for funding;
2. Description of eligible activities for which funding is to be provided;

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3. The total amount available, or expected to be available for subgrants;
4. An explanation of the required selection process used, including evaluation criteria, that will provide an opportunity for all eligible entities to submit applications and have them considered on an equal basis;
5. The deadline for submitting the completed application;
6. Directions to the applicant to include a detailed and specific list of the final products to be accomplished with the subgrant, and to provide a detailed line-item budget that includes all major work elements;
7. Identification of the donor, source, kind, and amount of nonfederal matching share to be contributed, if applicable;
8. An explanation that all elements funded must meet the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
9. An explanation that all subgrants must follow OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual;
10. Notice of the requirement for easements or covenants for grant assisted preservation work.

To qualify a subgrantee as responsible, the grantee must ensure that a subgrantee will:

1. Have adequate financial resources for performance, the necessary experience, organization, technical qualifications, and facilities; or a firm commitment, arrangement, or ability to obtain such;
2. Be able to comply with the proposed or required completion schedule for the project;
3. Have a satisfactory record of integrity, sound judgment, and satisfactory performance, especially with prior performance upon grants and contracts;
4. Have an adequate accounting system and auditing procedures to provide effective accountability and control of property, funds, and assets sufficient to meet audit requirements.

NPS oversight of subgrants will include:

1. Review of selected subgrants;
2. Review of any physical preservation work for compliance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
3. Review of any physical preservation work or archeological surveys for compliance with National Environmental Policy Act (NEPA);
4. Review, in concert with National Park Service regional office(s), physical preservation work as per Section 110(f) (54 USC 306107) which clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm;

NOTICE OF AWARD (Continuation Sheet)

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5. Verification of submission of any subgrants over \$30,000 federal share to Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS);
6. Review of final executed preservation easement/covenant;
7. Additional requirements as determined for the grantee based on risk or program requirements.

20. Requirement for Training

At the direction of the National Park Service, personnel associated with management of the grant program may be required to attend trainings and/or meetings. The grantee will be provided adequate notice to plan for any required activities; expenses incurred as part of this requirement are eligible to charge towards the grant.

21. Demonstration of Effort – Performance Goals

In order to ensure the timely and successful completion of all HPF grant awards, the NPS requires acceptable demonstration of effort by the grantee on project work supported by all HPF funded grants.

Demonstration of effort means acceptable performance by undertaking meaningful progress on grant-supported activities and complying with award terms and conditions.

22. Notice of Financial Management Review

As part of government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal funding, the grantee is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit additional reporting documentation.

23. Catalog of Federal Domestic Assistance/Assistance Listing Inclusion in Single Audit

Non-Federal entities receiving financial assistance through the Historic Preservation Fund must include the appropriate Catalog of Federal Domestic Assistance (CFDA) number in the Schedule of Expenditures of Federal Award in their Single-Audit. The CFDA number applicable to this award as identified in block 2 on the first page of this agreement document.

24. Audit Findings and Follow-Up

The Recipient is hereby informed that the NPS may withhold or suspend award funds, or may impose other related conditions, if the recipient does not satisfactorily and promptly address findings from Single or program-specific audits, investigations, or reviews of NPS programs and awards. Each year the award is active, the Recipient must require its auditors to provide status report updates of all audit findings included in the prior audit's Schedule of Findings and Questioned Costs, as required by 2 CFR 200, Subpart F ("Grants and Agreements, Audit Requirements"). Upon review of subsequent annual audits, the NPS will determine if further corrective action is warranted.

When findings exist, the Recipient must submit a status report every six months to the NPS of all steps being taken to resolve related audit findings included in the prior audit's *Schedule of Findings and Questioned Costs* to remain in good standing for all NPS grant awards. If the Recipient fails to meet these deadlines without written approval of extension from the NPS, NPS may withhold remaining and future award funds, or may impose other related requirements to ensure compliance with this condition.

NOTICE OF AWARD (Continuation Sheet)

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Outstanding audit findings, if any, are included in the attachments of this Agreement.

RESOLUTION NO.: _____-2022

OF

MARCH 28, 2022

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO JOEL LADDY AND ROBERT JONES TO THE PREMISES KNOWN AS
77 CHAMBERS STREET (SECTION 23, BLOCK 3, LOT 14)**

WHEREAS, on June 21, 1995, the City of Newburgh conveyed property located at 77 Chambers Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 23, Block 3, Lot 14, to Joel Laddy and Robert Jones; and

WHEREAS, the title company for the prospective purchaser has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, and 4 of the aforementioned deed.

**RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY**

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 77 Chambers Street, Section 23, Block 3, Lot 14 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated June 21, 1995, from THE CITY OF NEWBURGH to JOEL LADDY and ROBERT JONES, recorded in the Orange County Clerk's Office on June 26, 1995, in Liber 4234 of Deeds at Page 208 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2022

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: ____-2022

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ____ day of _____ in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: _____ - 2022

OF

MARCH 28, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
DONATIONS OF CASH, MATERIALS AND IN-KIND SERVICES
CONSTITUTING A PORTION OF THE CITY MATCH OF
THE HUDSON RIVER VALLEY GREENWAY CONSERVANCY BIKE TRAIL GRANT**

WHEREAS, by Resolution No. 18-2022 of January 24, 2022, the City Council of the City of Newburgh authorized the City Manager, on behalf of the Transportation Advisory Committee (“TAC”), to apply for and accept if awarded a Greenway Conservancy for the Hudson River Valley Trail Program Grant from the Hudson River Valley Greenway in the amount of \$10,000.00 with a City-match of in-kind services to fund planning and community engagement of a bike trail from the Newburgh-Beacon Bridge to Downtown Newburgh; and

WHEREAS, the City, on behalf of the TAC, was awarded a grant in the amount of \$10,000.00, which requires a match in the amount of \$10,000.00, which shall be derived from donations; and

WHEREAS, a portion of the City match will consist of donations of \$2,000.00 cash, \$100.00 in printed flyers and \$4,800.00 of in-kind services from the Department of Small Interventions and of \$1,000.00 of paint and materials from the Orange County Department of Planning; and

WHEREAS, this Council has determined that accepting the donations made in support of the match is 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 City Manager be and he is hereby authorized to accept said donations as part of the City match for the Hudson River Valley Greenway Conservancy Bike Trail Grant.

RESOLUTION NO.: _____ - 2022

OF

MARCH 28, 2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
SUPPORTING UNIVERSAL CHILD CARE
IN THE NEW YORK STATE 2022-2023 ANNUAL BUDGET**

WHEREAS, New York's child care infrastructure is in crisis because many parents have no access to affordable or quality care and many child care providers are forced to live in or near poverty; and

WHEREAS, the COVID-19 pandemic has exacerbated the child care infrastructure crisis; and

WHEREAS, high-quality child care is a public good that requires public investment; and

WHEREAS, child care should be free and available to all residing in New York; and

WHEREAS, child care workers should be treated with dignity and compensated generously as the educators that they are; and

WHEREAS, families should be empowered to choose the child care program that meets their children's needs; and

WHEREAS, the State must allocate \$5 billion toward the development of a universal child care system in New York;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh supports all efforts to provide universal child care to all children and families in the State; and

BE IT FURTHER RESOLVED, that the City Council will be proactive in its efforts to promote and advocate for universal child care; and

BE IT FURTHER RESOLVED, that the City Clerk is directed to send a copy of this resolution to Governor Kathy Hochul, State Senate Majority Leader Andrea Stewart Cousins; State Assembly Speaker Carl Heastie; State Senator James Skoufis, and State Assembly Member Jonathan Jacobson.

From: [Monteverde, Ramona](#)
To: [Kelson, Michelle](#); [Venning, Todd](#)
Cc: [City Council](#)
Subject: Resolution Supporting Universal Child Care
Date: Monday, March 7, 2022 12:29:49 PM

Dear Michelle,

I would like to request that we include the following resolution for the March 24th meeting agenda. It's a very simple resolution supporting Universal Child Care in the 2022-23 state budget.

Thank you
Ramona

Whereas, New York's child care infrastructure is in crisis: many parents have no access to affordable or quality care and many child care providers are forced to live in or near poverty; and

Whereas, the COVID-19 pandemic has exacerbated the child care infrastructure crisis;

Whereas, high-quality child care is a public good that requires public investment;
and

Whereas, child care should be free and available to all residing in New York; and

Whereas, child care workers should be treated with dignity and compensated generously as the educators that they are; and

Whereas, families should be empowered to choose the child care program that meets their children's needs; and

Whereas, the state must allocate \$5 billion toward the development of a universal child care system in New York ; therefore be it

Resolved, that the **CITY OF NEWBURGH AND COUNCIL** supports all efforts to provide universal child care to all children and families in the state; and be it further

Resolved, that the city council will be proactive in its efforts to promote and advocate for universal child care, and be it further

Resolved, that the clerk shall send a copy of this resolution to Governor Kathy Hochul, The Majority Leader of the State Senate, Andrea Cousins, The Speaker of the Assembly, Carl Heastie, and **any State Legislator that represents this community.**

RESOLUTION NO.: _____ - 2022

OF

MARCH 28, 2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
DECLARING JUNE 21, 2022 AS ROBERT MULLINER DAY
IN THE CITY OF NEWBURGH, NEW YORK**

WHEREAS, Robert Mulliner, an itinerant laborer and black man, was jailed after allegedly raping an Irishwoman by the name of Ellen Clark; and

WHEREAS, the facts of the encounter between these two individuals were never sorted out by a jury; and

WHEREAS, a death sentence was imposed on Robert Mulliner by a self-constituted court without due process of law; and

WHEREAS, Robert Mulliner was violently dragged out from a courthouse jail and then violently beaten by a mob; and

WHEREAS, Robert Mulliner was unjustly lynched in Newburgh on June 21, 1863; and

WHEREAS, Robert Mulliner's death provoked many African Americans to flee New York as they feared the current ethnic tensions would only continue to arise; and

WHEREAS, Robert Mulliner's story is a shameful and revealing glimpse into America during the Civil War;

WHEREAS, the City Council finds appropriate to memorialize this very tragic human atrocity and mischaracterization of justice during the sweltering heat of an American Civil war and to honor Robert Mulliner on June 21, 2022 in the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newburgh that this 21st day of June, 2022 be officially declared "Robert Mulliner Day" in Newburgh, and that a copy of this resolution be recorded in the City's historical records.



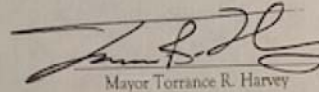
BY THE MAYOR OF THE CITY OF NEWBURGH

A PROCLAMATION

HONORING ROBERT MULLINER

- WHEREAS:** Robert Mulliner, an itinerant laborer and black man, was jailed after allegedly raping an Irishwoman by the name of Ellen Clark; and
- WHEREAS:** The facts of the encounter between these two individuals were never sorted out by a jury; and
- WHEREAS:** A death sentence was imposed on Robert Mulliner by a self-constituted court without due process of law; and
- WHEREAS:** Robert Mulliner was violently dragged out from a courthouse jail and then violently beaten by a mob; and
- WHEREAS:** Robert Mulliner was unjustly lynched in Newburgh on June 21, 1863; and
- WHEREAS:** Mulliner's death provoked many African Americans to flee New York as they feared the current ethnic tensions would only continue to arise; and
- WHEREAS:** Robert Mulliner's story is a shameful and revealing glimpse into America during the Civil War;
- THEREFORE:** I, Torrance R. Harvey, Mayor of the City of Newburgh, New York do hereby honor ROBERT MULLINER on June 21, 2022, in the City of Newburgh, to memorialize this very tragic human atrocity and mischaracterization of justice during the sweltering heat of an American Civil war.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Newburgh to be affixed this 23 day of February in the year of our Lord Two Thousand and Twenty-Two.



Mayor Torrance R. Harvey

RESOLUTION NO.: _____ - 2022

OF

MARCH 28, 2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
SUPPORTING PICTURING URBAN RENEWAL PROJECT'S APPLICATION TO
THE NATIONAL ENDOWMENT FOR THE HUMANITIES
DIGITAL PROJECT FOR THE PUBLIC GRANT**

WHEREAS, the City of Newburgh was awarded a National Park Service African-American Civil Rights grant to record and document an oral history of the African American community in Newburgh since the 19th century, through the Great Migration, in relation to the community's culturally significant sites and historic neighborhoods focusing on the rich cultural heritage of the African American community in Newburgh, and also highlighting the long-term impacts of planning practices of the 20th century in and around the East End Historic District, such as Urban Renewal, anti-Black lending practices, suburbanization and "white flight", and other policies that directly impacted the African American community in particular and the oral history will then serve as context for re-evaluating the scope and nature of our Historic District (the "Project"); and

WHEREAS, the City of Newburgh is collaborating on the Project with State University at Albany researchers, David Hochfelder, Stacey Sewell and Dr. Ann Pfau, who are urban renewal scholars and currently caring for more than 100 boxes of the City of Newburgh's urban renewal archives; and

WHEREAS, David Hochfelder, Stacey Sewell and Dr. Ann Pfau are applying for a National Endowment of the Humanities Digital Projects for the Public program grant for their "Picturing Urban Renewal," project which will interpret and analyze the City's urban renewal records in primarily digital platforms and formats, such as websites, mobile applications and tours, to be accessible for public access, viewing and education; and

WHEREAS, the City Council finds that supporting the State University at Albany researchers, David Hochfelder, Stacey Sewell and Dr. Ann Pfau in their application to the National Endowment of the Humanities Digital Project for the Public program grant for their "Picturing Urban Renewal" Project is in the best interests of the City of Newburgh;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Newburgh expresses its support for State University at Albany researchers, David Hochfelder, Stacey Sewell and Dr. Ann Pfau in their application to the National Endowment of the Humanities Digital Project for the Public program grant for their "Picturing Urban Renewal" Project.