

A regular meeting of the City Council of the City of Newburgh was held on Tuesday, October 10, 2023 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Moment of Silence / Momento de Silencio

Mayor Harvey asked everyone to think about the human beings that are affected by the current Arab-Israeli conflict. Whatever a person's opinion is about it, let us all hope for peace in the Middle East.

Pledge of Allegiance / Juramento a la Alianza

Roll Call / Lista de Asistencia

PRESENT: Mayor Harvey, presiding; Councilmember Grice, Councilmember Martinez, Councilmember Monteverde, Councilmember Shakur, Councilmember Sklarz, Councilmember Sofokles-7

COMMUNICATIONS

Approval of the minutes from the City Council meeting of September 25, 2023 / Aprobacion del Acta de la Reunion General del Consejo del 25 de septiembre de 2023

Councilmember Shakur moved and Councilmember Sofokles seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Carried

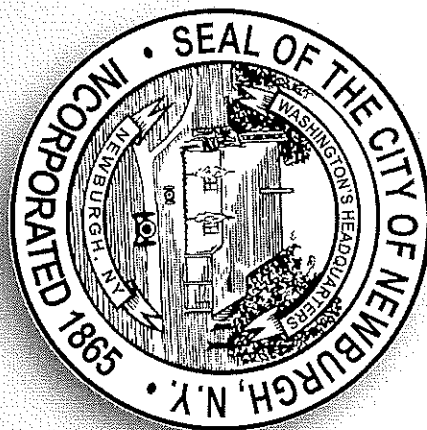
PRESENTATIONS

OSC Fiscal Stress Score Presentation

City Manager and Director of Finance Todd Venning, joined by Comptroller Janice Gaston, presented the OSC Fiscal Stress Score. It is based on the city's 2022 AUD submission. The score represents the fourth consecutive year that State Comptroller Thomas DiNapoli has issued a top score of Zero Fiscal Stress to the City of Newburgh. Newburgh is the only city in the Mid-Hudson region, outside of Westchester County, to receive the top score.

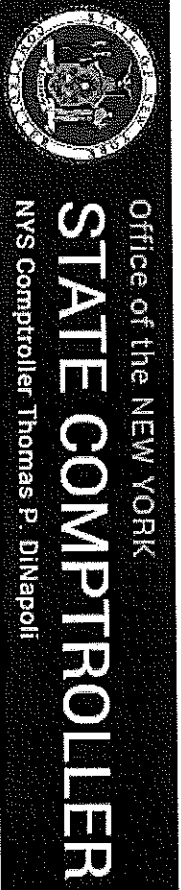
2024 Manager's Proposed Budget Presentation

Venning explained that this is a first attempt at a balanced budget that is going before the city council. Between now and adoption of the budget on November 27, 2023, any changes and proposals that are made by the council will be included. He reminded everyone there will be a public hearing on the budget on November 13, 2023. The Manager's proposed budget presentation will be posted online after tonight's meeting.



CITY OF NEWBURGH

2024 - ANNUAL FISCAL AND ENVIRONMENTAL STRESS SCORE



Fiscal Stress Score

✓ Fourth consecutive year New York State Comptroller Thomas DiNapoli has issued the City of Newburgh a top score of "0" fiscal stress

✓ Only city in Mid-Hudson Region outside Westchester to receive top score

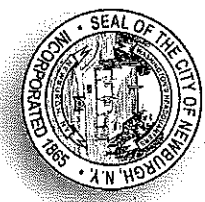
✓ City of Newburgh is one of only three cities statewide to receive OSC's top score four consecutive years

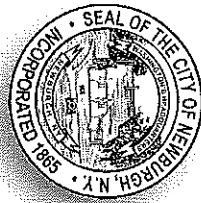
Environmental Stress Score

✓ Fourth consecutive year the City has improved its Environmental Stress score – driven by rising home values and 10.4% year-to-year rise in median household income in 2023

✓ Environmental Stress designation was removed by OSC; City of Newburgh now has "No Designation"

✓ Cited Newburgh's strong financial management in its decision to remove the City's designation as "environmentally stressed"

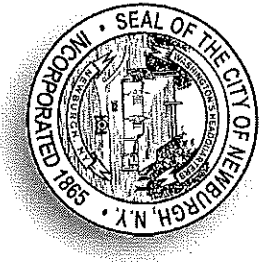




Fiscal Stress Score

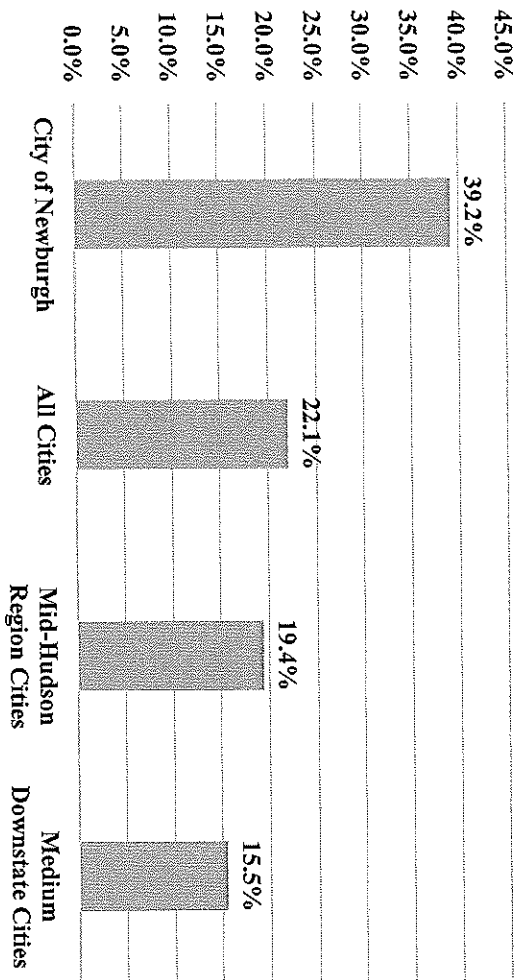
Financial Indicators	Fiscal Stress Financial Indicators	Public Scores				Projected Scores (Based on Data Elements Above)	
		2020	2021	2022	2023	2024	2021
1	Assigned and Unassigned Fund Balance as a Percentage (%) of Gross Expenditures	0	0	0			
2	Total Fund Balance as a Percentage (%) of Gross Expenditures	0	0	0			
3	Operating Deficits	0	0	0			
4	Cash Ratio - Cash and Investments as a Percentage (%) of Current Liabilities	0	0	0			
5	Cash as a Percentage (%) of Monthly Gross Expenditures	0	0	0			
6	Short-Term Cash-Flow Debt Issuance as a Percentage (%) of Total Revenues	0	0	0			2021
7	Short-Term Cash-Flow Debt Issuance Trend	0	0	0			
8	Personal Service and Employee Benefits as a Percentage (%) of Total Revenues (3 year avg)	0	0	0			
9	Debt Service as a Percentage (%) of Total Revenues (3 year avg)	0	0	0			
		Total Points*				0.0	0.0
		Score Classification				No Designation	No Designation
		Revenue and Expenditure Definitions					
		Gross Revenues = Revenues and Other Sources					
		Total Revenues = Revenues					
		Gross Expenditures = Expenditures and Other Uses					
		Combined Funds				A, FX, G, ES, EW	General Fund
							A

Local Government Fiscal Stress Designation	Point Range (Out of 100 Total pts)
Significant Fiscal Stress	65 – 100
Moderate Fiscal Stress	55 – 64.9
Susceptible to Fiscal Stress	45 – 54.9
No Designation	0 – 44.9

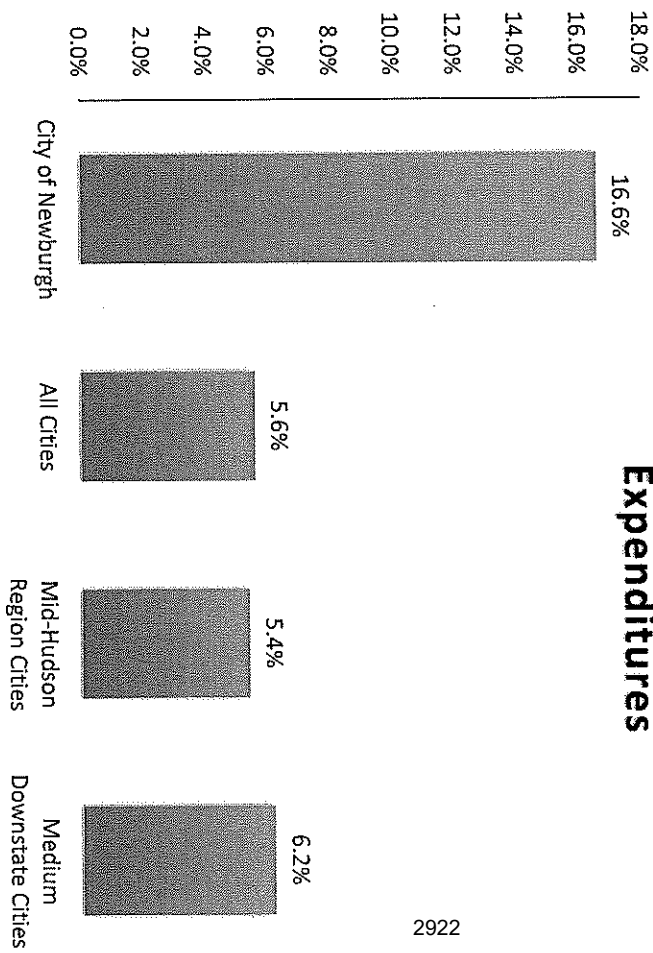


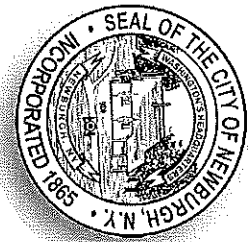
Fiscal Comparison

Assigned/Unassigned FB as a % of Gross Expenditures (General Fund)



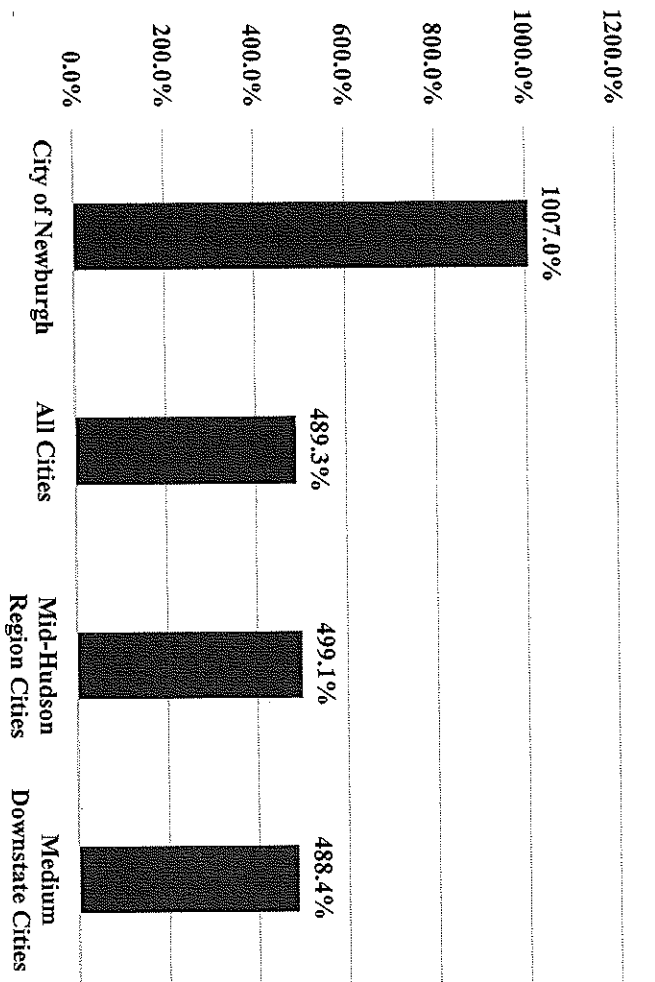
Operating Surplus (Deficit) / Gross Expenditures



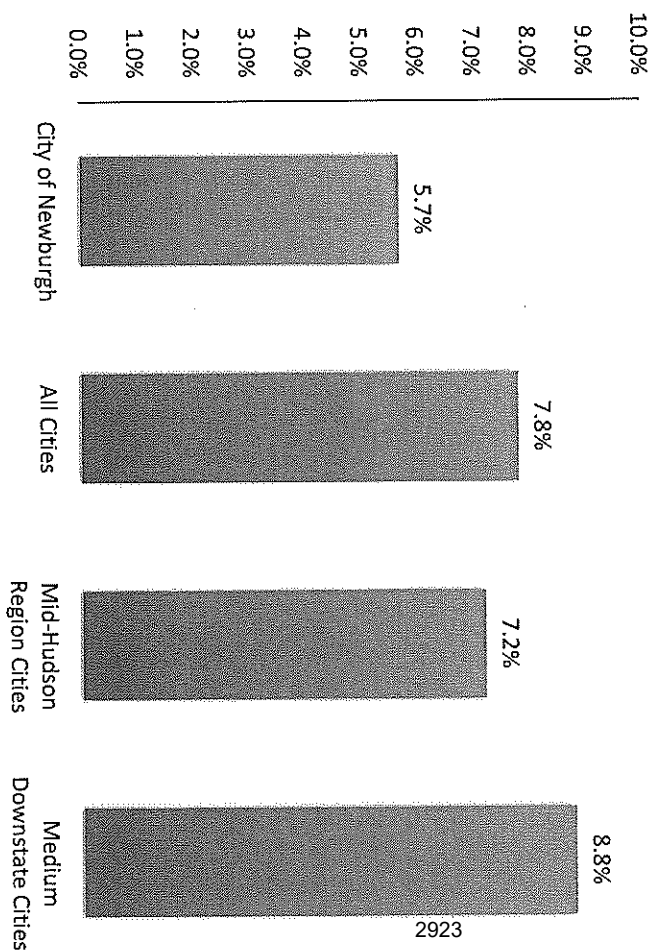


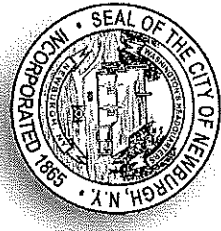
Fiscal Comparison

Cash as a % of Monthly Expenditures



Debt Services as a % of Revenue



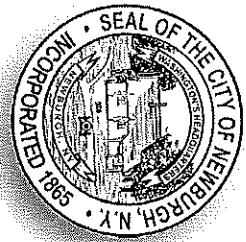


Environmental Stress Score

		Value		Score	
Fiscal Stress Environmental Indicators		2021	2022	2023	2024
1	Change in Population	1.64%	1.99%	0	0
2	Percent of Households with Public Assistance	23.98%	23.10%	6.67	6.67
3	Percent of Population Under 18 & Over 65	37.80%	38.60%	0	0
4	Percent Change in Home Value	-3.80%	0.06%	20	13.33
5	Median Household Income	\$43,435	\$47,952	3.33	0
6	Unemployment Rate	6.30%	6.90%	0	0
7	Reliance on State and Federal Aid	14.20%	15.39%	0	6.67

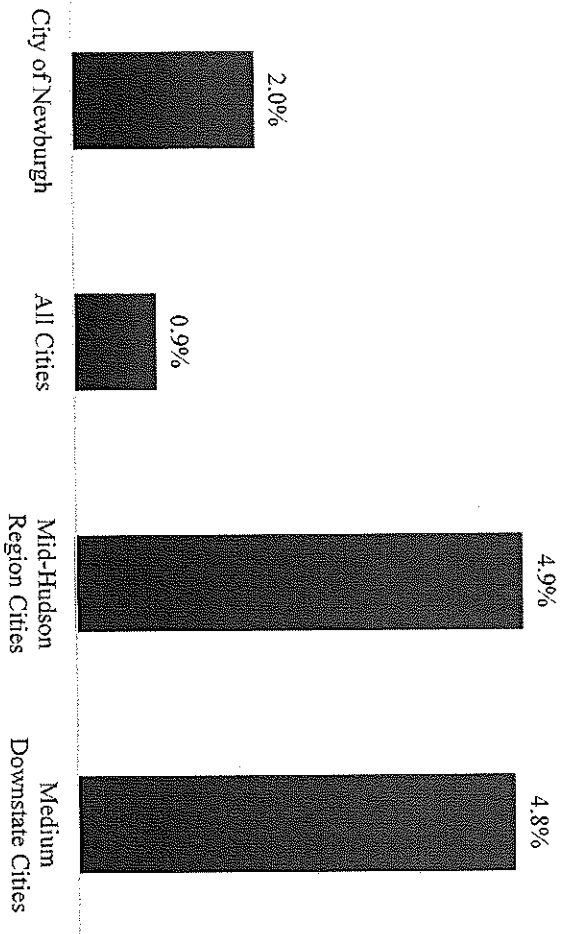
Local Government Environmental Stress Designations	Point Range (Out of 100 Total pts)
Significant Environmental Stress	50 – 100
Moderate Environmental Stress	40 – 49.9
Susceptible to Environmental Stress	30 – 39.9
No Designation	0 – 29.9

Total Points*	Susceptible Environmental Designation	No Designation
30.0		26.7
Score Classification		

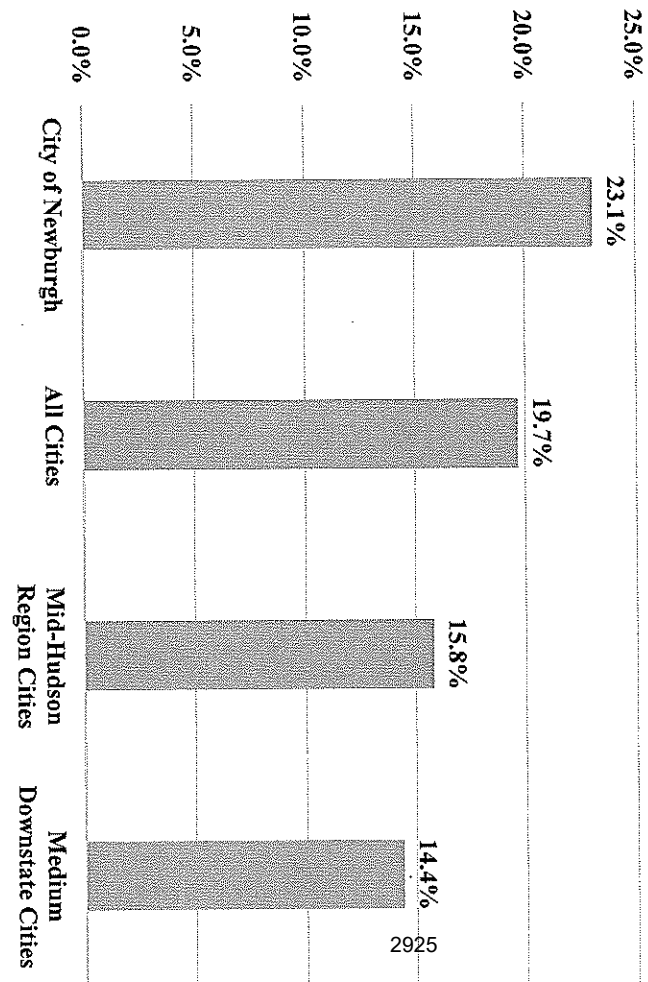


Environmental Comparison

Change in Population



Percent of Households with Public Assistance



Peer Group Size*: 45

8

8

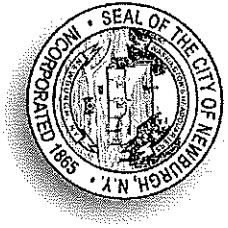
8

Peer Group Size*: 45

8

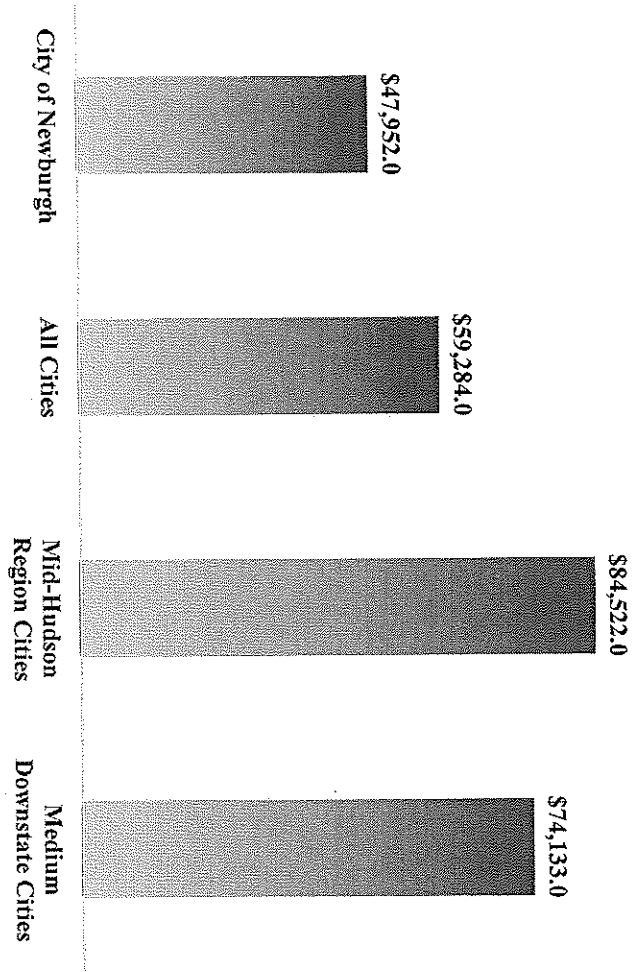
8

8

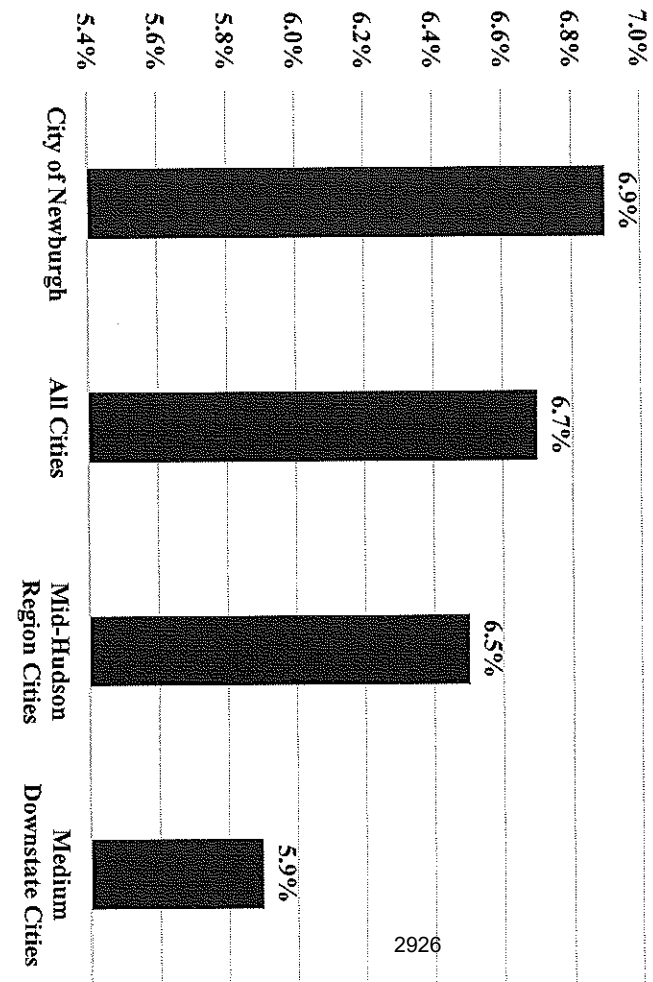


Environmental Comparison

Median Household Income



Unemployment Rate





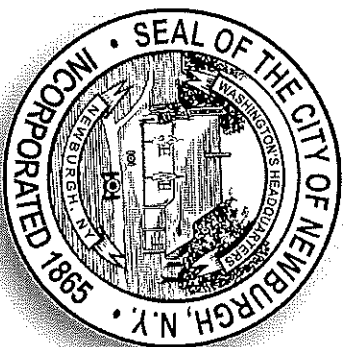
CITY OF NEWBURGH

2024 - CITY MANAGER'S PROPOSED BUDGET

2024 MANAGER'S PROPOSED BUDGET GOALS

General Fund

- Decrease the homestead *tax rate* for the fifth consecutive year and the non-homestead for the fourth consecutive year.
- Strategically utilize decreasing levels of fund balance in line with the multi-year financial plan to maintain high service levels while continuing to strengthen alternative revenue sources in the face of unprecedented inflation.
- Improve training and performance of City departments.
- Implement collective bargaining agreement wage increases.



2024 MANAGER'S PROPOSED BUDGET GOALS

Enterprise Funds

- Utilize a 6% water rate increase in accordance with the water rate study
- Utilize a 6.48% sewer rate increase in accordance with the sewer rate study
- No sanitation rate increase for FY2024
- Fund critical capital needs of Sewer through appropriated fund balance
- Implement collective bargaining agreement wage increases



2024 MANAGER'S PROPOSED BUDGET GOALS

Maintaining Financial Excellence

MOODY'S



Government Finance Officers Association

✓ Maintained upgraded City of Newburgh's credit rating to A3 from Baa2

✓ Four straight years of "0" fiscal stress score

✓ 2023 Distinguished Budget Presentation Award

✓ Awarded the City its highest governance rating of "G1" – the highest rating for institutional structure, policy credibility & effectiveness, and budget management

✓ One of three cities in NYS to achieve OSC top score four straight years

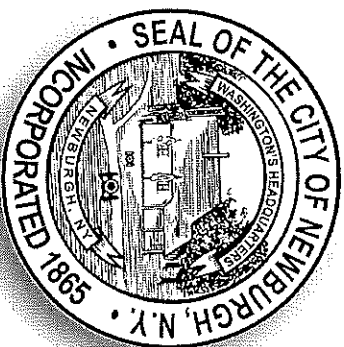
✓ Certificate of Achievement for Excellence in Financial Reporting for the first time in its history

✓ Cited Newburgh's strong assessment values & 10.4% increase to median income in removing the City's designation as "environmentally stressed"



2024 Budget Building Process

1. July: Departments begin formulating requests
2. August: Department requests are submitted to the Office of the Comptroller
3. September: Workbooks detailing department request are submitted to the City Council and City Manager
4. September: 2024 Budget work sessions were held September 18th - 29th
5. October: City Manager & City Comptroller present 2024 Manager's Proposed Budget October 10, 2024.
6. Oct-Nov: Additional meetings as needed to review revenues and expenditures.
7. Nov 13th: Public Hearing on 2024 Budget
8. Nov 27th: Council meeting to adopt 2024 Budget





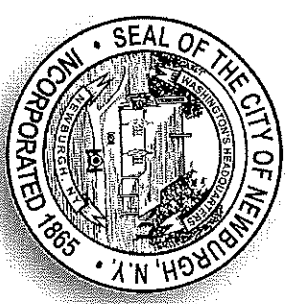
General Fund

CITY MANAGER'S PROPOSED BUDGET 2024

City Manager's Proposed Budget

Revenue

General Fund - \$ 66,596,188



Revenue Groups	Budget Amount	% of 2024 MP Budget	Increase / (Decrease)	to 2023 Budget
Real Property Tax	\$23,574,645	35%	Decrease	(\$57,906)
Non Property Tax	\$16,662,870	25%	Increase	\$124,624
State Aid	\$13,985,654	21%	Increase	\$3,786,884
Inter-fund Revenue	\$3,793,040	5%	Increase	\$418,583
Inter-fund Transfer	\$177,464	0%	Decrease	(\$155,793)
Real Property Taxes (Other)	\$1,085,470	2%	Decrease	(\$220,041)
Department Income	\$1,032,700	2%	Increase	\$110,759
Fines and Forfeitures	\$1,032,900	2%	Increase	\$271,000
Other	\$1,851,638	3%	Increase	\$644,759
Appropriated Fund Balance	\$3,399,807	5%	Decrease	(\$998,723)

City Manager's Proposed Budget

Expense

General Fund - \$ 66,596,188

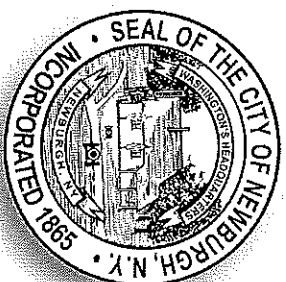


Expenditure Groups	Budget Amount	% of 2024 MP Budget
Salary	\$23,088,453	35%
Benefits	\$18,656,444	28%
Contractual	\$9,376,017	14%
Debt Principal	\$2,869,787	4%
Debt Interest	\$936,876	1%
Capital Items	\$11,201,542	17%
Contributions to Self-Insurance	\$2,334,746	4%
Contingency & Other	(\$1,867,676)	-3%

City Manager's Proposed Budget

Expense

General Fund - \$ 66,596,188



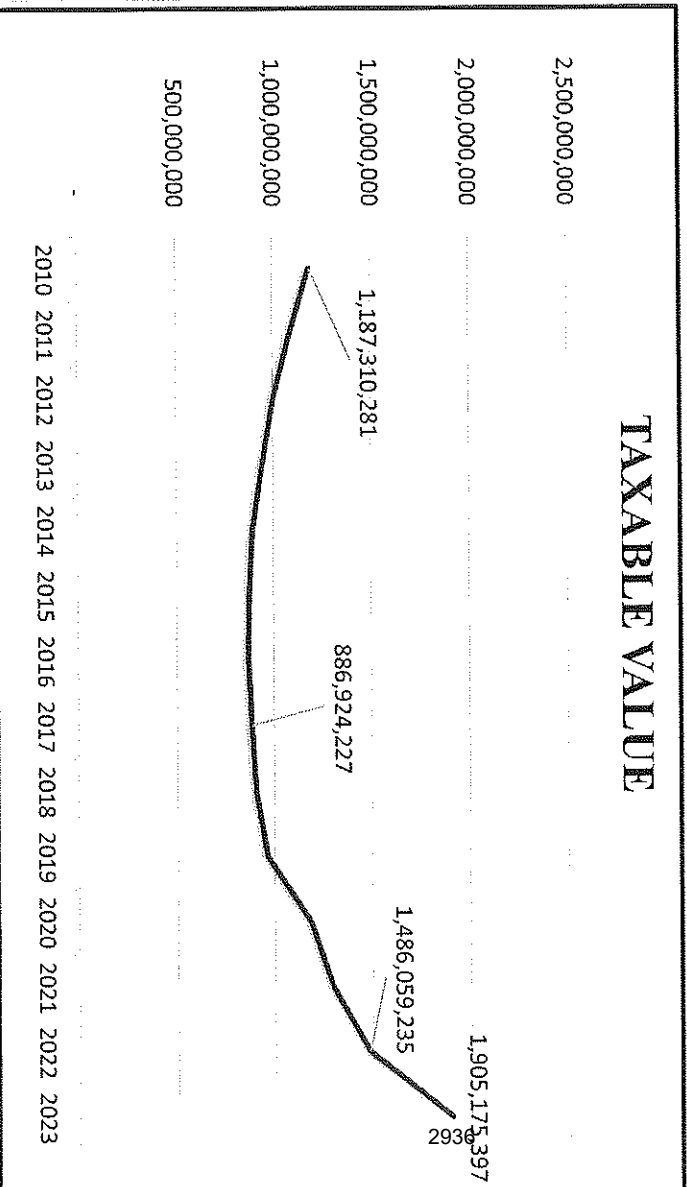
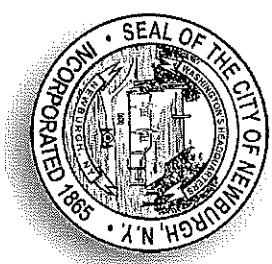
Expenditure Groups – By Function	Budget Amount	% of 2024 MP Budget
Public Safety	\$32,291,608	48%
General Government Support	\$9,092,228	14%
Debt Service	\$3,806,663	6%
Transportation	\$13,251,702	20%
Interfund Transfer	\$2,334,746	3%
Culture and Recreation	\$1,112,255	2%
Home and Community Service	\$4,706,986	7%

Taxable Assessed Value

Value of taxable properties: homestead & non-homestead

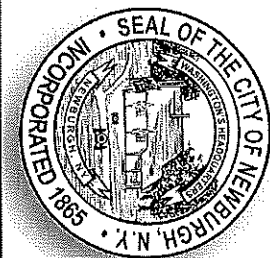
Roll Year	Taxable Value	Change (\$)	Change (%)
2023	1,905,175,397	419,116,162	28.20%
2022	1,486,059,235	188,317,691	14.51%
2021	1,297,741,544	115,034,881	9.73%
2020	1,182,706,663	218,580,879	22.67%
2019	964,125,784	56,225,564	6.19%
2018	907,900,220	20,975,993	2.37%
2017	886,924,227	15,159,732	1.74%
2016	871,764,495	(6,340,727)	-0.72%
2015	878,105,222	(16,848,199)	-1.88%
2014	894,953,421	(52,919,598)	-5.58%
2013	947,873,019	(54,154,276)	-5.40%
2012	1,002,027,295	(87,049,336)	-7.99%
2011	1,089,076,631	(98,233,650)	-8.27%
2010	1,187,310,281	(149,391,870)	-11.18%

2023 Taxable Assessed Value
1,905,175,397

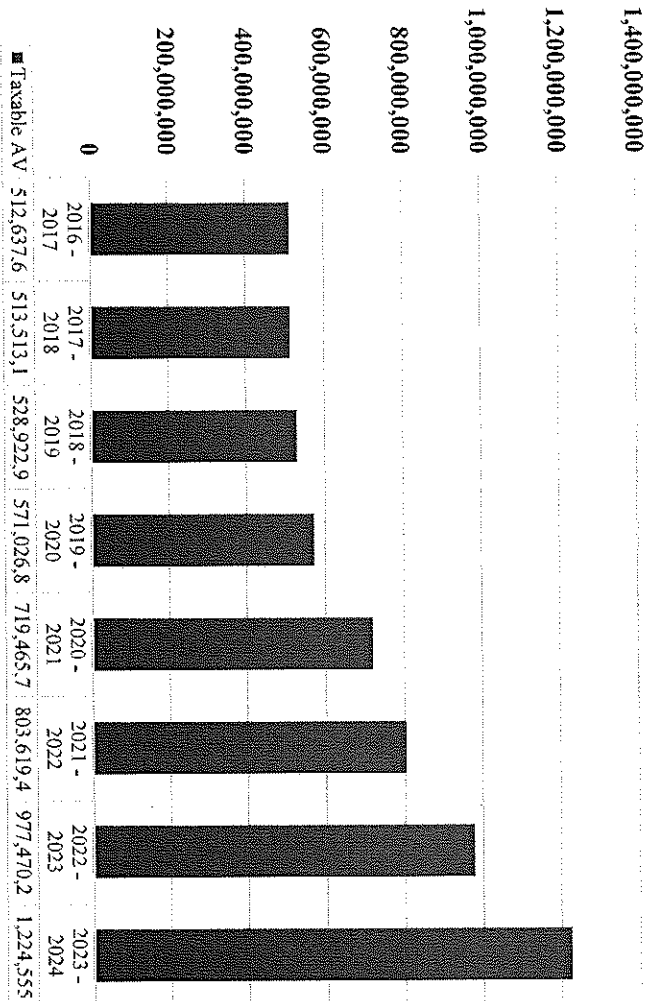


Taxable Assessed Value vs Tax Rates

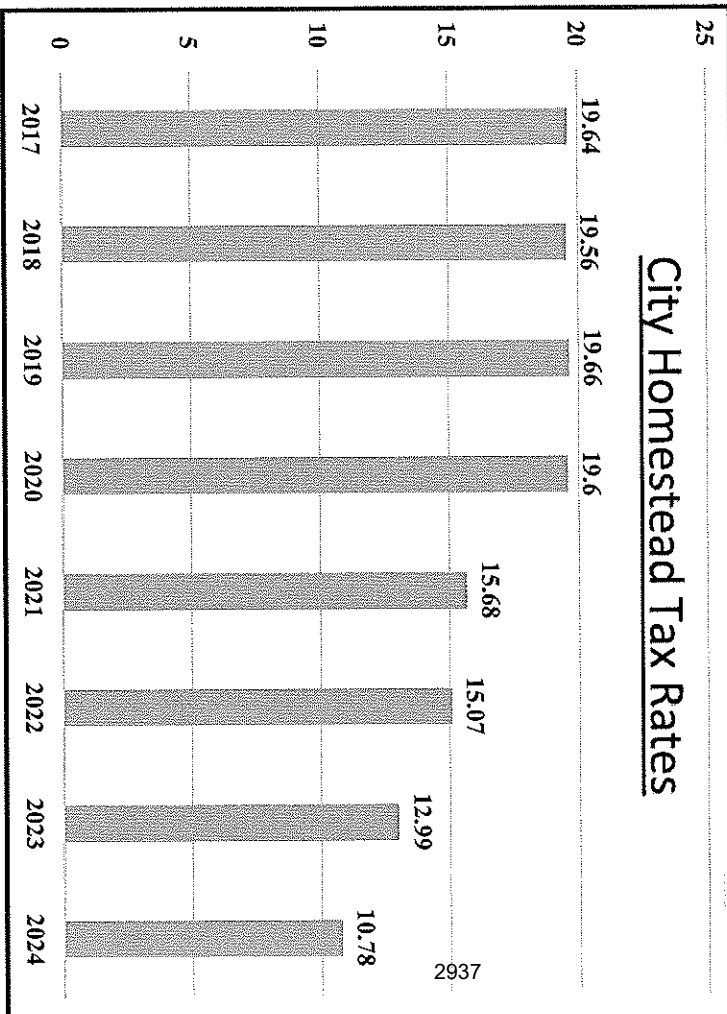
Homestead



Homestead TAV



City Homestead Tax Rates



Tax Levy Implications



	2023 includes (Adj. BP)	2024 (Adj. BP)	2024 (10% allocation)	Additional Per Dollar Tax Rate Impact
Tax Levy	\$23,646,854	\$23,547,684	\$23,547,684	For Every \$50,000 increase
Homestead TAV	\$977,470,261	\$1,224,555,989	\$1,224,555,989	
Non-Homestead TAV	\$509,237,387	\$680,619,408	\$680,619,408	
Total TAV	\$1,486,707,648	\$1,905,175,397	\$1,905,175,397	
Homestead Rate	12.980359	10.788077	10.97420	539.40
Non Homestead Rate	21.475381	15.187754	14.85289	759.39



Tax Levy Implications (Continued)

Home Non-Homestead Calculation

Homestead

Non-Homestead

Totals

2024 Proposed City Council Levy

23,547,684

Home Non-Homestead Allocation %age	56.10150	43.89850	100%
Tax Levy Allocated to Each Type	13,210,604	10,337,080	23,547,684

Tax Levy Allocated to Each Type	13,210,604	10,337,080	23,547,684
2023 Taxable Assessed Value	1,224,555,989	680,619,408	1,905,175,397
2024 Tax Rate per \$1,000 Assessed Value	10.788077	15.187754	10.788077

2024 Tax Rate per \$1,000 Assessed Value	10.788077	15.187754	
2023 Tax Rate per \$1,000 Assessed Value	12.980359	21.475381	

2024 Tax Rate Inc/(Dec) Amount per \$1,000	(2.192282)	(6.287627)	
2023 Tax Rate Increase %age per \$1,000	-16.89%	-29.28%	
2024 \$ change for \$200,000 Assessed Value	(438.46)	(1,257.53)	

Personnel & Benefits

Includes Salaries, Longevity, Health benefits, Retirement, and Employer Taxes

Total MP Budget \$ 66,596,188

Personnel & Benefits make up 63% - \$ 41,744,896
(vs. 64% of 2023)

Police Department

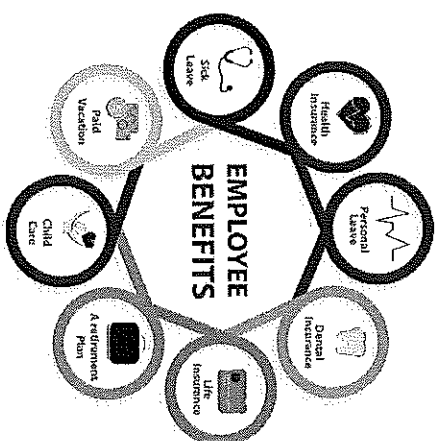
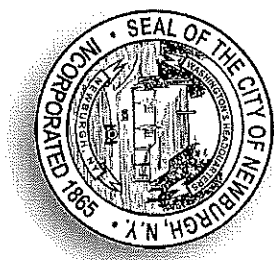
MP 2024	26%	\$17,101,256	
2023 Adopted	23%	\$14,693,492	\$2,407,763

Fire Department

MP 2024	19%	\$12,406,026	
2023 Adopted	19%	\$12,121,885	\$284,140

DPW Streets & Bridges

MP 2024	5%	\$3,294,458	
2023 Adopted	5%	\$3,066,414	\$228,043

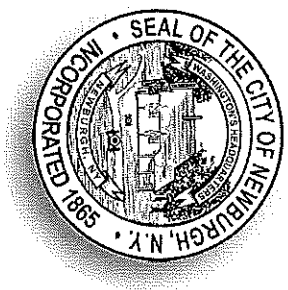


Enterprise Funds

CITY MANAGER'S PROPOSED BUDGET 2024

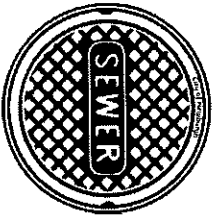


Enterprise Funds



◦ Water Fund:

- City Manager's Proposed recommends 6% increase to metered water rate.
- Appropriation to fund balance of \$24,770 to cover revenue shortfalls for FY 2024.



◦ Sewer Fund:

- Sewer increase 108% of water rate or 6.48%
- Cover critical capital needs of Sewer through appropriated fund balance.
- Appropriation to fund balance of \$2,545,107 to cover capital projects.

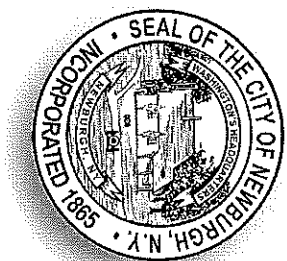


◦ Sanitation Fund:

- Maintain sanitation rates for 2024 fortifying solvency and operational efficiency

City Manager's Proposed Budget

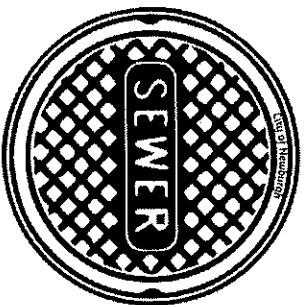
Revenue



Enterprise Funds - \$27,440,210

Expenditure Groups	Budget Amount	% To Budget
Water	\$8,154,955	30%
Sewer	\$13,741,046	50%
Sanitation	\$5,544,209	20%

2943



City Manager's Proposed Budget

Expense

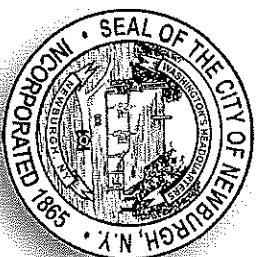


Water Fund - \$8,154,955

Expenditure Groups	Budget Amount	% To Budget
Salary	\$1,646,163	20%
Benefits	\$1,341,713	16%
Contractual	\$1,855,622	23%
Debt Principal	\$889,348	11%
Debt Interest	\$280,338	3%
Capital Items	\$293,895	4%
Contingency, Transfers & Other	\$1,847,876	23%



City Manager's Proposed Budget Expense



Sewer Fund - \$13,741,046

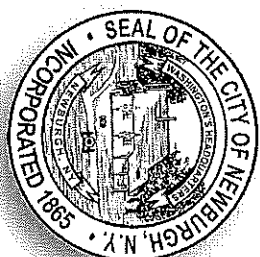
Expenditure Groups	Budget Amount	% To Budget
Salary	\$655,624	5%
Benefits	\$421,940	3%
Contractual	\$5,996,202	44%
Debt Principal	\$1,092,644	8%
Debt Interest	\$674,763	5%
Capital Items	\$2,814,000	20%
Contingency, Transfers & Other	\$2,085,873	15%



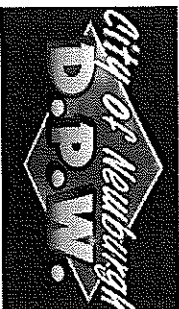
City Manager's Proposed Budget

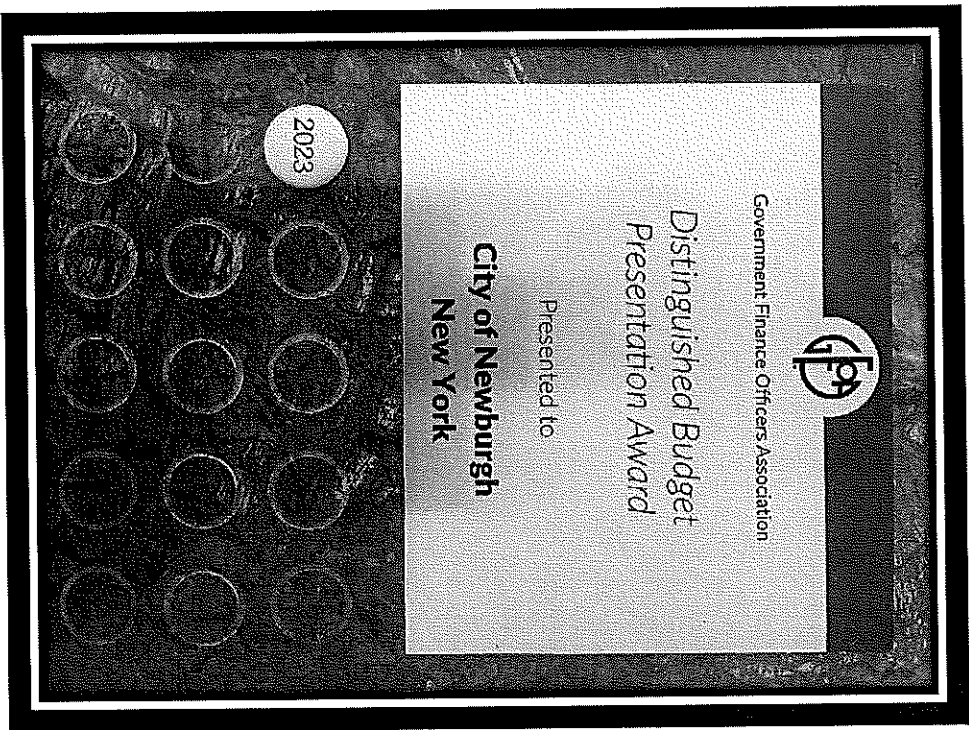
Expense

Sanitation Fund - \$5,544,209



Expenditure Groups	Budget Amount	% To Budget
Salary	\$1,029,453	19%
Benefits	\$913,527	16%
Contractual	\$2,172,187	39%
Debt Principal	\$88,030	2%
Debt Interest	\$29,224	1%
Capital Items	\$1,000	0%
Contingency, Transfers & Other	\$1,310,788	23%

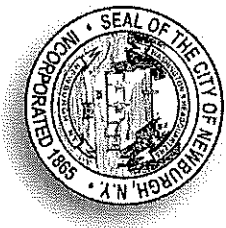




GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished Budget
Presentation Award*

PRESENTED TO

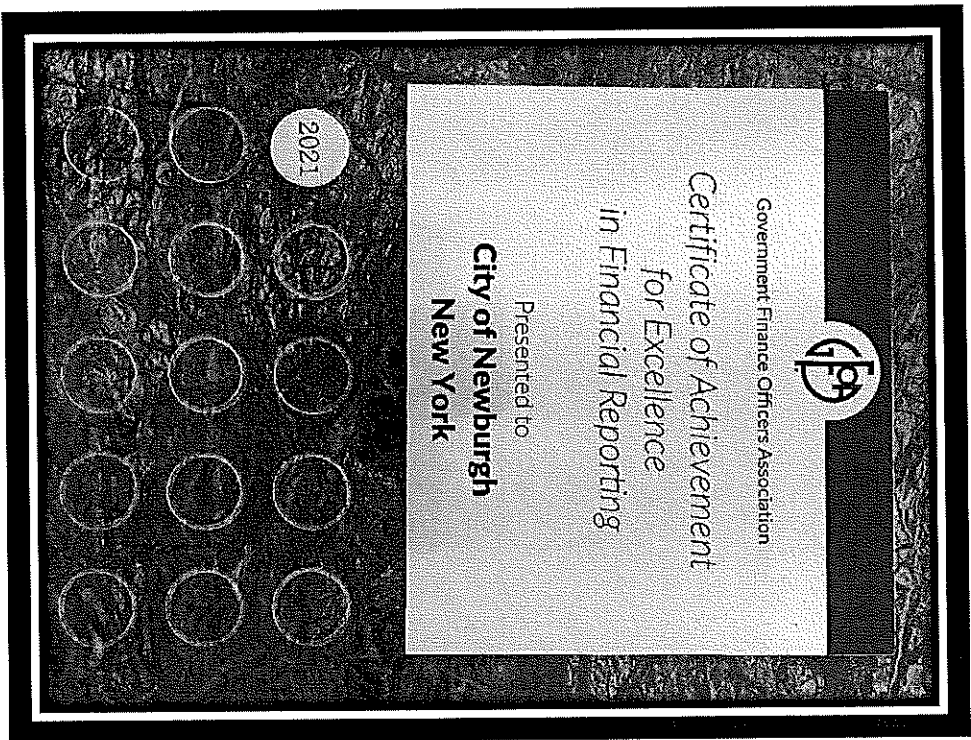


For the Fiscal Year Beginning

January 01, 2023

Christopher P. Morrell

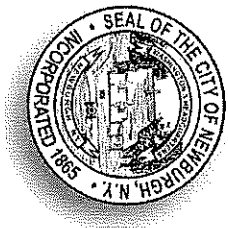
Executive Director



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Certificate of Achievement
For Excellence
In Financial Reporting*

PRESENTED TO



For the Fiscal Year Beginning

January 01, 2021

Christopher P. Maxwell

Executive Director



End of Presentation

2024 CITY MANAGER'S PROPOSED BUDGET

COMMENTS FROM THE PUBLIC REGARDING AGENDA AND GENERAL MATTERS OF CITY BUSINESS

Kippy Boyle, Grand Street, Newburgh, commented. She noticed there are two change orders that are being covered 100% under The Extreme Recovery Fund. Is this part of \$21 Million that we got from the American Recovery Act?

City Engineer Jason Morris explained there are two change orders funded through the Extreme Winter Recovery Fund. This funding source is administered by the state for road projects. It is not part of the \$21 Million. It is similar to the CHIPS program, in which the city receives an allocation from the state.

Jewel Martin commented. She stated that all departments are essential. If that is the case, then it should not be a problem to pass the budget. She urged the council to pass the budget for all city departments. There is no need for departments to constantly have to 'ask' for their needs. Also, when it comes to housing and her situation, she does not have human rights. She has been coming here consistently for two years. The landlords that watch her online don't want her in their places, because she will report what is wrong with the apartment. It is a human right; but, not for her.

Tanisha Newman, Chadwick Gardens, Newburgh, commented. She spoke in support of ETPA. She requested an update on it, as well as the vacancy study. She thanked Councilmember Grice and Councilmember Shakur for their support of ETPA.

Mayor Harvey pointed out The Planning Department is doing the study. None of the council members are involved in the process. When it is completed, it will be given to them. He hasn't been given a timeline; but the council supports it too. They are waiting for it too.

Gabrielle Burton-Hill, Newburgh, commented. She commended the council for the hard work they are doing on the budget. She mentioned Resolution No. 213-2023, the GIVE Coordinator and Exodus. Please explain what it is they will be coordinating. Exodus received money from the RISE grant from the State, and we have people already working on the anti-gun violence, as she happens to be one of them. Could we clarify what the role is, and perhaps partner up with them? It breaks her heart to hear Jewel's story each meeting. Burton-Hill asked Jewel how we could help move her forward in her situation. The Colored Burial Ground community gathering was beautiful. The weather and conversation were nice, and people are interested to know what they are going to do next. They are thinking about hosting another community gathering, this time at the proposed site at Dowing Park. She has collected 110 river stones- one to represent each body of the remains, and the remainder to represent the bodies that are still trapped underneath the old Broadway School. While we're waiting for the official marker, she asked if it is possible for the community to put up some type of art representation for the community to denote the area is a burial ground and sacred land. It is just a thought.

Steve Campanella, Broadway, Newburgh, commented. He is looking forward to a release of the vacancy study. He thanked the city for its hard work on it. The council's support of ETPA is welcoming. He can't wait until it is an act, as well as a declaration of the housing emergency. He offered his own support in the designation of Crystal Lake as a park in the city. In addition to affordable housing, we need green space, and he appreciated the efforts of the coalition that is working on it. Campanella commended the excellent fiscal condition of the city. It is impressive.

Eliana, Newburgh, commented. She has resided in the hostile and violent community of North Miller Street for fifteen years. She was assaulted a few years ago. The council has hired a police chief and police commissioner to help the police department; but most of the time they are not accessible to the public. Her emails have remained ignored, and she feels they are part of the problem and not part of the solution. Eliana stated that it would not be difficult to pin a lawsuit against the mayor and police department when she feels that they have failed to enforce the policies that are in place to protect the wellbeing of the people of the City of Newburgh. Every time she called the police department, she was told that there were only a few officers on duty. They failed to show up during one dangerous incident that happened to her and her daughter. She has surveillance cameras that show that no police officers were there at the incident, although she was told by them that they were there. She stated that she was left to fend for herself in front of her home, with two violent females wanting to attack her.

Joe Raymond, resident of New Windsor and former resident of Newburgh, commented. He did an informal canvass of different neighborhoods in the City of Newburgh. He met an 85-year-old woman, who resides at Chadwick Gardens. She currently pays \$1200 per month for her apartment. She is facing a 10% increase in rent, which is a huge chunk of money for someone who is on a fixed income. Raymond implored the council to use its collective power, as representatives for the people, and for the working class of this city, to push for this change and declare a housing emergency. Let us fix the rent prices so that we don't push out the people who have made Newburgh what it is today.

Wiley, Broadway, Newburgh, commented. He expressed his support for ETPA, which would be an extreme benefit for our community. For the people that struggle to make ends meet, like himself, people face huge increases in rent without ETPA in place. We care about our community, and housing is a human right. He is looking forward to the release of the vacancy study. The designation of Crystal Lake provides stability within our community, in much the same way that Downing Park does. It is a source of pride and inspiration for all residents, and we want to make good use of it.

Carl, resident of Newburgh and Air Force Veteran, commented. He stated that he has always succeeded in life due to the choices he made in his life. It is clear to him that Newburgh's message to him is that his life doesn't matter. He stands here as a homeless homeowner, who uses a bucket as a bathroom, while a tenant in his apartment has not paid rent in roughly two years. He has pleaded with the city to do something for a year now. This is about a future he sees for this city. \$3000 per month rent is where it is

headed. This is a hostile environment for the small homeowner, like himself, to enter. The corporate landlords can afford to deal with tenants not paying rent. They have fancy lawyers, while he is forced to pay his lawyer on lay-a-way. The corporate landlords are going to be the ones that dominate Newburgh, and they will end up kicking out old ladies just to make an extra \$50; while the small homeowner gets abandoned. The tenant wasted 60K gallons of Newburgh's precious water, which incurred a \$3000 water bill; and yet there were no consequences whatsoever. He once had a nice hardworking family of four in another apartment until it was discovered that there was water dripping onto the little girl's bed from the apartment above. Carl stated that the tenant has more power than any one of you on the city council. The tenant is running the show. He constantly calls codes and makes up false complaints, such as having no heat in the apartment. There are residents that really need help. The tenant complains to the codes department about lack of heat, and then greets the officers at the door dressed in shorts and a T-shirt. What is the plan to address this housing crisis?

Mayor Harvey asked Carl if he had been to court on the issue, to which Carl replied that he has been to court for a year now. The court system is broken. We have judges that enable this type of behavior. He also mentioned that he has reached out to the mayor multiple times, to which he did not receive a response. Harvey stated that he would be contacting him directly, as this is the first time that he had heard about the issue.

Hadley, Kingston, commented. She lives in a unit in a building that is already covered under ETPA in the City of Kingston. She is excited about the impending release of the vacancy study in the City of Newburgh. While rent stabilization is at the cornerstone of tenant protections offered by ETPA, she does not feel that it is the strongest notion of ETPA. To her, the strongest point of ETPA is the requirement that landlords offer renewal leases, with the same terms and at same rents that tenants signed originally. This offers phenomenal stability for residents. Other tenant protections include the condition that landlords can only raise rent if they are making material improvements to the building, while also expanding community resources. It is a great system for landlords who are legitimately trying to help their tenants.

Andre Niles, Liberty Street, Newburgh, commented. He didn't realize the Air BnB legislation was adopted in the City of Newburgh. He feels that it should be enforced though. He is disheartened knowing there are landlords that have come up from New Jersey complaining about tenants when they haven't even done the bare minimum on their buildings. Some landlords even have Air BnBs on the second and third floors of their buildings, while the spaces occupied by tenants are left in a substandard condition. Niles asked about progress on the burial ground.

Mayor Harvey commented. The council has to do the final vote on the 100% design and funding. We did a press release, and it is on our website. The architect and engineers that will be working on the site came before the council a few times. The remains have been respectfully interred at the repository at SUNY New Paltz since 2006 or 2007. This city council and executive team has worked the most aggressively with the committee to reach a resolve. The city has never made this level of progress on it before. Once

construction happens we will be able to respectfully re-inter the remains at the top of Downing Park, adjacent to the pergola. It will include remediation and landscaping of that entire area.

Bridget McMillan, Benkard Avenue, Newburgh, commented. A New York City transplant, she has resided in Newburgh for three years. She loves the small geographic size of Newburgh. She spoke in favor of releasing the vacancy study as soon as possible. We are way past the point of emergency. She shared an anecdote, in which her neighbors had placed a bench in front of their home. She thought they were simply up-styling their way of hanging out; but they informed her they were moving because they couldn't afford to live there anymore. They didn't know where they were going, and this was only a year ago. We need to make it a priority. If any lawsuits come before the city, we can back it up with the vacancy study and the way it is formulated. A community can't stand if the people can't afford to stay here. It is the people that make up the community. She knows the council is in favor of the ETPA; but she implored them to understand the urgency of it.

This portion of the meeting was closed.

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA AND GENERAL MATTERS OF CITY BUSINESS

Councilmember Grice commented. He knew we were headed into a dire housing emergency when he first got on the council. He saw the national and state data trends, as well as the local trends. You really have to be a real estate agent to understand what is going on. He wished he was the all-powerful Oz to grant everyone their wish; but some of these things are beyond the council's control. He is supportive of ETPA. There are plenty of things we need to do to protect tenants; but at the same time tenants have to pay their rent. We need jobs and transportation for people too. He would like to put every person's needs into our budget; but that is not realistic. He implored everyone to bear with the council, as they are going to do the best that they can do.

Councilmember Martinez commented. She thanked everyone for voicing support of ETPA and release of the vacancy study. She understands the urgency of it. Working for State government she receives calls daily regarding the housing. Resources at the state level are very low. We are relying on mutual aid and each other; but it is something that government should be head spearing. We will be working with city departments to ensure it is released in a timely manner. Martinez stated she is supportive of green space at Crystal Lake. She likes the organizing that is occurring. These things take time though, and sometimes we have to be patient. She is certain that everyone on the council is onboard with the concerns presented tonight. She will be following up with two of her constituents regarding the issues they brought up tonight.

Councilmember Monteverde commented. She thanked everyone for continuing to advocate. It is going to get worse. She has been getting calls from DSS, asking if there are places in the city to house individuals. We must be able to house our own people first though, before we start bringing in others from other municipalities. Monteverde ran into a young woman who was dropped off here from Dutchess County. She tried to help her by giving her a jacket and some money; but this is going to continue to happen here and throughout the Hudson Valley. The council was told by the Leviticus group that the vacancy study must be performed. Unfortunately, it does take time and it is quite a process. Hopefully we will get the data on it soon so that we can make an informed decision.

Councilmember Shakur commented. We have been talking about this crisis for the longest. He speaks to twenty to forty people each day who are having the same problems. Let's do the math for the last six months. Where is everybody at? If you are not willing to come down here and fight for your rights, then nothing is going to change. He is 67 years-old, and as a former Black Panther and Black Liberation Movement member, they were willing to die for their movements. Now people won't even come out to a council meeting. If you are going to let these landlords do what they want to do, and if you let this city council do what it wants to do, then you are not going to get anything.

Councilmember Sklarz commented. He has been sitting at the table for almost five years. Everything seems to take longer than we think it should. We must make sure the vacancy study is done right, so that it will pay off later. Milling and paving in the West End began. His street on Thompson Street was paved. While it is a relatively small street compared to other streets in the city, it is neat to watch the process. He is retired, so he has a lot of time on his hands. He is amazed at the efforts and manhours that go into paving by our DPW staff. Sklarz thanked George Garrison and his staff for all the work they perform. He also thanked the city council and city management for their efforts in coming up with a street pavement plan to pave streets every year. There was a time when we didn't pave at all, causing the streets to get more and more deteriorated. This past Saturday, city staff issued small business grants made available through American Rescue Plan funds. It was a pleasure to see the positive reactions of business owners when they received checks to help offset some of the losses that they incurred during the Covid-19 pandemic.

Councilmember Sofokles commented. When the vacancy study comes out soon then we can discuss it further. She is happy to see the budget books. She is glad to see the burial ground is coming into fruition at the top of Downing Park. She started Downing Park Planning Committee in 1985, so she is always concerned about what is going on in the park. It has always been hard to get the pergola in pristine condition, because it is off the beaten track. Hopefully we can bring some peace to the top of the park where the remains will be placed. She has been wanting to do this for a long time. We found out about the remains in 2008. Sofokles commended Gabrielle Hill for being very instrumental in the process. The remains deserve a proper burial, and a safe place to be laid to rest. She is very pleased to see that this is coming.

Mayor Harvey commented. He thanked everyone for speaking up about the the housing crisis. This council has been the most aggressive legislative body in the city's history with respect to the housing crisis, and he wholeheartedly supports ETPA. This is the same council that was probably the second city in New York State to pass Good Cause Eviction unanimously. He has had numerous conversations with Governor Hochul and her team, prior to her declaring a housing emergency in the State of New York. Hochul consulted with Harvey on what that threshold should be. We have in our city, roughly six (6) parcels of land that have already passed, and we are waiting to put shovels in the ground to start developing, so we can get ourselves out of the crisis. We saw this happening then, so we want it more than anyone. We can't move unless that vacancy study is completed. Rent control in Newburgh requires an act of the State Legislature. Also, it only applies to homes that were constructed *after* 1976. The City of Newburgh has the second largest historic district in New York State, outside of New York City. Any building constructed *before* 1976 doesn't qualify for rent control. This is a multi-faceted process. Harvey stated that he knows the tenant residing in Carl's building. He is definitely looking forward to having further discussion regarding it. Harvey pointed out that the council fought hard to get ERAP funds for landlords who hadn't received rent due to the pandemic. Many landlords received almost two years in back rent due to Covid-19. We are going to continue to support all residents, including landlords who have invested in our city.

This portion of the meeting was closed.

CITY MANAGER'S REPORT

Resolution No. 203 - 2023 - PIN No. 8761.57 Lake Street (Route 32) Bridge Rehabilitation
Project Change Order No. 5

Councilmember Shakur moved and Councilmember Grice seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 204 - 2023 - PIN No. 8761.57 Lake Street (Route 32) Bridge Change Order
No. 10

Councilmember Grice moved and Councilmember Sofokles seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 205 - 2023 - Change Order No. 1G METRA Industries North Water Street
Sewer Separation Project

Councilmember Sklarz moved and Councilmember Shakur seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 206 - 2023 - North Interceptor Sewer (LTCP) Project Change Order No. 3G
Kubricky Construction

Councilmember Sofokles moved and Councilmember Monteverde seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 207 - 2023 - RFP No. 5.23 - Proposal with HRP for Remediation of 7-11
Johnes Street

Councilmember Sofokles moved and Councilmember Grice seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 208 - 2023 - RFP No. 6.23 - Proposal with HRP for Remediation of 350-352
Liberty Street

Councilmember Martinez moved and Councilmember Monteverde seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

Resolution No. 209 - 2023 - 2024 Budget - Scheduling the Public Hearing

Councilmember Sklarz moved and Councilmember Martinez seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

Resolution No. 210 - 2023 - Apply to be a Pro-Housing Community

Councilmember Sofokles moved and Councilmember Grice seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

Resolution No. 211 - 2023 - Ferry Parking Lot Lease Extension

Councilmember Sklarz moved and Councilmember Grice seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

Resolution No. 212 - 2023 - Tenth MOU with Metro-North Railroad

Councilmember Shakur moved and Councilmember Grice seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

Resolution No. 213 - 2023 - GIVE Anti-Violence Coordinator

Councilmember Shakur commented. He does not believe that Exodus has been doing anti-violence rallying in the community, so why are they being picked as a coordinator in our city? We had three anti-violence events last year, and Exodus was not present at any of them. For the record, he stated that the same individuals keep getting these grants and nothing has been done with the money, because our kids are still dying out here.

Police Commissioner Gomez explained that the coordinator has not been picked yet. Exodus is just the facilitating organization for the grant. Anybody can apply. The person will be interviewed by the executive board of the GIVE grant. The board consists of the Police Commissioner, DA, Exodus, the host organization and employer, Orange County Sheriff and NYS Corrections. The rationale is that Exodus is already an established institution and has services to offer. We are not going to go after people to lock them up.

The idea is that Exodus can help channel people to receive necessary services- individuals that have come into contact with the legal system.

Mayor Harvey commented. In terms of the \$2 Million RISE grant, the funds were divided up amongst four organizations. They were then mandated to share 25% of the funding with smaller grassroots organizations. Marc's Friends was one of the organizations to receive an allocation out of it.

Gomerez clarified that the GIVE grant is a separate program. Both programs are funded by NYS Division of Criminal Justice Services (DCJS). The police department and City of Newburgh have no involvement with it. The police department also has no knowledge nor does the department follow-up on how the 25% allocation is spent.

Harvey pointed out the former NYS Attorney General Schneiderman was instrumental in the RISE program after the housing crash and predatory lending practices that occurred in 2008. Schneiderman went after the large investment banks and corporations, and that is the seed of the money under RISE. He and a team of city officials went to Harvard for a week in 2019 to get some of the funding to deal with our plight of abandoned buildings. It was competitive, and only five cities in New York State received \$2 Million RISE funding. City of Newburgh was one of the five cities that received RISE funding.

Councilmember Grice commented. He personally knows the great work that Marc's Friends and SNUG do. We do need to see results though. The gun violence in our city must stop. He pointed out that we do not have a gun shop or shooting range in our city; yet the guns are still making their way into our community. When he no longer sits at the council table, he will be looking closely to see the results of this initiative. He hopes the coordinator will be able to work with the other organizations.

Shakur commented. We need to stop giving all this money to the not-for-profits. We need to start giving it to the people in the community who really need it. These organizations are not taking care of the communities, and 80% of these funds usually goes for salaries.

Gomerez commented. The role of the anti-violence coordinator is to manage the logistics of the program, such as preparing the budget of the GIVE, coordinating meetings, keeping the data regarding expenses (in case of an audit by the State), and being a liaison between the four agencies to see how we can work together cohesively. The job has not been posted yet. When the resolution is passed tonight it will become public.

Councilmember Sofokles moved and Councilmember Monteverde seconded.

Ayes: Grice, Martinez, Monteverde, Sklarz, Sofokles, Harvey - 6

Nays: Shakur-1

Adopted

Resolution No. 214 - 2023 - Scheduling a public hearing - Local Law authorizing a property tax levy in excess of the limit authorized by General Municipal Law Section 3-c

Councilmember Sklarz moved and Councilmember Shakur seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 215 - 2023 - Payment of Claim with Chung S. Kim

Councilmember Shakur moved and Councilmember Grice seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

The City Manager concluded his report.

RESOLUTION NO.: 203 - 2023

OF

OCTOBER 10, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER NO. 5 WITH MCNAMEE CONSTRUCTION CORPORATION
TO THE CONSTRUCTION CONTRACT IN
THE ROUTE 32/ METAL ARCH CULVERT BRIDGE (LAKE STREET BRIDGE)
REHABILITATION PROJECT (PIN# 8761.57/BIN# 2022260)**

WHEREAS, by Resolution No. 162-2021 of July 12, 2021, the City Council of the City of Newburgh awarded a bid for the construction of the Route32/Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project (PIN# 8761.57/BIN# 2022260) to McNamee Construction Corporation in an amount not to exceed \$1,678,560.00; and

WHEREAS, final adjustments to contract quantities for bridge rail and pavement striping items and additional work not contemplated in the contract plans added \$17,135.42 to the total contract price with funding to be derived from an existing NYSDOT Local Project Agreement in the amount of 80% grant reimbursement (H1.8761.0200.8761.2022) and the 20% match coming from the City's allocation of the NYSDOT Touring Route Funds (A.5680.0206.0000.0000); the same being 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 hereby is authorized to execute Change Order No. 5 with McNamee Construction Corporation for contract increase in the amount of \$17,135.42 in the Route32/Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project (PIN# 8761.57/BIN# 2022260).

203-23

Appia® HVEA Engineers

Change Order Details

PIN 8761.57 Route 32 Lake Street Bridge Rehabilitation

Description	Lake Street/Route 32 over Quassaick Creek bridge rehabilitation. Project will rehabilitate the existing bridge that carries Lake Street (Route 32) over the Quassaick Creek located in the City of Newburgh, Orange County, BIN 2022260.		
Prime Contractor	McNamee Construction Corp 154 Route 202, PO Box 182 Lincolndale, NY 10540		
Change Order	5		
Status	Pending		
Date Created	02/17/2023		
Type	Minor Overrun & New Items		
Summary	Over/Under runs for bridge rail and striping items and add bridge rail field splice new item		
Change Order Description	This CO is to make final adjustments to contract quantities for the bridge rail and pavement striping items. This CO also adds new items for work that was necessary, but not accounted for in the contract plans. All of the new extra work was conducted in accordance with NYSDOT specifications.		
Awarded Project Amount	\$1,678,560.00		
Authorized Project Amount	\$1,840,761.51		
Change Order Amount	\$17,135.42		
Revised Project Amount	\$1,857,896.93		

2961

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0170	568.7	LF	\$500.000	100.000	\$50,000.00	8.100	\$4,050.00	108.100	\$54,050.00
STEEL BRIDGE RAILING (TWO RAIL) END TRANSITION TO BOX BEAM RAILING									
Reason: This is a less than 10% increase in a major item due to actual field measurements.									
0200	587.01	LF	\$20.000	20.000	\$400.00	-16.000	-\$320.00	4.000	\$80.00
BRIDGE RAILING REMOVAL AND DISPOSAL									
Reason: This item was for the removal of the existing outdated tuning fork style bridge rail transition. These old style transitions are very short and the Engineer's Workup significantly overestimated the length of these transitions resulting in an 80% decrease in this minor item.									
0230	606.73	LF	\$15.000	120.000	\$1,800.00	-12.400	-\$186.00	107.600	\$1,614.00
REMOVE AND DISPOSE OF BOX BEAM GUIDE RAIL									
Reason: This is a 10% decrease in a minor item due to actual field measurements.									
0370	640.2	LF	\$2.000	1,100.000	\$2,200.00	-207.000	-\$414.00	893.000	\$1,786.00
WHITE PAINT REFLECT PAVEMENT STRIPES - 20 MILS									

Reason: The existing field condition for the southbound direction is that there is no white edge line approaching the bridge or departing the bridge. For this reason it was not reasonable to start and stop an edge line only across the bridge. This resulted in an underrun of a minor item.

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0380	640.21	LF	\$2.000	850.000	\$1,700.00	976.000	\$1,952.00	1,826.000	\$3,652.00
YELLOW PAINT REFLECT PAVEMENT STRIPES - 20 MILS									

Reason: The contract plans called for a double yellow line at the roadway centerline across the bridge. The contract plans did not take into account that the roadway transitions from two lanes south of the bridge, to four lanes across the bridge, and four lanes plus a center gore area north of the bridge which becomes four lanes and a turning lane further north. Restoring the center gore area added additional double yellow striping causing an overrun of the item. The increase in this minor item is greater than 200% of contract quantity, but below the \$5000.00 threshold. Therefore the entire increase is being added at the contract bid price.

5 items Totals \$56,100.00 \$5,082.00 \$61,182.00

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0176	48568.700001	EA	8.000	\$1,429.030	\$11,432.24

A - STEEL BRIDGE RAILING END TRANSITION FIELD SPLICE

Reason: The plans call for replacing the existing obsolete tuning fork style two-rail bridge rail end transitions with new transitions. The detail in the plans depict a splice between the tuning fork and the two-rail bridge rail which did not exist in the field. The project designer determined that it was necessary to cut the tuning forks off the ends of the bridge rail and modify the bridge rail ends in the field to create a splice as depicted in the detail in the plans. The splice is needed to be able to attach the new bridge rail end transitions. A splice is needed at each bridge rail tube end for a total of 8 splices.

0307	48619.080101	LF	609.000	\$1.020	\$621.18
A-REMOVE PAVEMENT MARKING STRIPES, (TRAFFIC PAINT)					

Reason: When the temporary bridge was installed, the roadway striping was altered to reduce the number of lanes to meet the temporary bridge. In order to restore the original lane

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

configuration it was necessary to remove the striping alterations. No item for striping removal was included in the contract, so this item is being added.

2 items
Total: \$12,053.42

(Sponsor) Certificate of Recommended Order on Contract

PIN 8761.57 LD040218 City of Newburgh Purchase Order No.: 29815

Contractor Name: McNamee Construction Corporation

Change Order No. 5

I, Peter Teliska, PE, 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. 5 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.

Peter Teliska P.E.
Peter Teliska (Sep 14, 2023 07:16 EDT)

Sep 14, 2023

Peter Teliska, PE, HVEA Engineers, Resident Engineer

Date

Todd Venning

Date

City Manager/CEO

City of Newburgh, Sponsor

Change Order Details:

PIN 8761.57 Route 32 Lake Street Bridge Rehabilitation

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

Region # 08	D040218	PIN:	8761.57	AEW #:	CO#05
County/Countries: Orange		Date:		06/15/2023	
Contract Description: Rte 32 Lake Street Bridge Rehabilitation					
Engineer-in-Charge: Peter Teliska			Field Office Fax:		
Contractor: McNamee Construction Corp.					
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: \$1,678,560.00			Contract Current Amount: \$1,840,761.51		
Estimated Increase Due to this Change: \$18,057.58					
Description of Proposed Extra Work: Item 568.70: This increase is a less than 10% increase due to field measurments Item 48568.700001: The plans call for replacing the existing obsolete tuning fork style two-rail bridge rail end transitions with new transitions. The detail in the plans depict a splice between the tuning fork and the two-rail bridge rail which did not exist in the field. The project designer determined that it was necessary to cut the tuning forks off the ends of the bridge rail and modify the bridge rail ends in the field to create a splice as depicted in the detail in the plans. The splice is needed to be able to attach the new bridge rail end transitions. A splice is needed at each bridge rail tube end for a total of 8 splices. Item 48619.080101: When the temporary bridge was installed, the roadway striping was altered to reduce the number of lanes to meet the temporary bridge. In order to restore the original lane configuration it was necessary to remove the striping alterations. No item for striping removal was included in the contract, so item 619.08010148 is being added. Item 640.21: The plans did not account for the transition from 2 lanes to 5 lanes (4 lanes plus turning lane). To account for this transition a gore area was added which increased this item. The total increase will be partially reduced by reductions in other items.					

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
568.70	STEEL BRIDGE RAILING (TWO RAIL) END TRANSITION TO BOX BEAM RAILING	LF	100.00	100.00	8.10	Bid Price	\$500.00
48568.700001	A-STEEL BRIDGE RAILING END TRANSITION FIELD SPLICE	EA	0.00	0.00	8.00	Agreed Price	\$1,429.30
48619.080101	A-REMOVE PAVEMENT MARKING STRIPES (TRAFFIC PAINT)	LF	0.00	0.00	609.00	Agreed Price	\$1.02

☒ 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 :	\$18,057.58
-----------------------	--------------------

RECOMMENDED:

Date: _____

APPROVED:
Responsible Local Official

Date: _____

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

Items Included in Description of Proposed Extra Work - Continued

[illegible]

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET (4/21)

Print Form

Contract D# **040218**Change Order # **05**

Field Change Payment #

CO Item Qty **8.1**

Section 1 - Existing Contract Item

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No **568.70**Unit Bid Price **\$500.00**Bid Qty **100**Current Contract Qty **100**Major Item ☒Minor Item ☐75% Threshold **75**Renegotiation Threshold
(200% and \$5,000 over
original contract amount)125% Threshold **125**High Bid Item (over 125%) Yes ☒ No ☐

Section 2 - New Contract Item or Continuation of Existing Item

New Item Spec No

Renegotiated Qty

Contractor Quoted Unit Price

Method Chosen:

☒ Original Bid Price Acceptable?☐ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range

to

PIC Qty Range

to

N/A ☐

Regional WAP

Statewide WAP

Printout of PIC
w/ Qty Range,
dates, prices
attached? ☐☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)Average Price **\$0.00**

Bidder 1

Bidder 2

Bidder 3

Printout of 3
Lowest Bidders
on the
Contract
attached? ☐☐ Price Analysis☒ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?☐ Force Account Work (FAW)☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?☐ FAW (Final) Included with all MURK forms and documentation attached?Project Conditions/Variance Explanation attached? ☐

Signature

Peter Telles, P.E.
Peter Telles (Jun 16, 2023 07:37 EDT)

Date

Jun 16, 2023

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET (4/21)

Print Form

Contract D# **040218**Change Order # **05**

Field Change Payment #

CO Item Qty **-16****Section 1 - Existing Contract Item**

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No **587.01**Unit Bid Price **\$20.00**Bid Qty **20**Current Contract Qty **20**Major Item ☐Minor Item ☒

75% Threshold

Renegotiation Threshold

125% Threshold

(200% and \$5,000 over original contract amount)

270High Bid Item (over 125%) Yes ☐ No ☒**Section 2 - New Contract Item or Continuation of Existing Item**

New Item Spec No

Renegotiated Qty

Contractor Quoted Unit Price

Method Chosen:☒ Original Bid Price Acceptable?☐ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range

to

PIC Qty Range

to

N/A ☐

Regional WAP

Statewide WAP

Printout of PIC w/ Qty Range, dates, prices attached? ☐☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price

\$0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3 Lowest Bidders on the Contract attached? ☐☐ Price Analysis☒ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?☐ Force Account Work (FAW)☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?☐ FAW (Final) Included with all MURK forms and documentation attached?Project Conditions/Variance Explanation attached? ☐

Signature

Peter Telisla, P.E.
Peter Telisla / Jun 16, 2023 02:37 EDT

Date

Jun 16, 2023

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET (4/21)

Print Form

Contract D# 040218

Change Order # 05

Field Change Payment #

CO Item Qty -12.4

Section 1 - Existing Contract Item

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No 606.73

Unit Bid Price \$15.00

Bid Qty 120

Current Contract Qty 120

Major Item ☐Minor Item ☒

75% Threshold

Renegotiation Threshold
(200% and \$5,000 over
original contract amount)

453.33

125% Threshold

High Bid Item (over 125%) Yes ☐ No ☒

Section 2 - New Contract Item or Continuation of Existing Item

New Item Spec No

Renegotiated Qty

Contractor Quoted Unit Price

Method Chosen:

☒ Original Bid Price Acceptable?☐ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range

to

PIC Qty Range

to

N/A ☐

Regional WAP

Statewide WAP

Printout of PIC
w/ Qty Range,
dates, prices
attached? ☐☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price

\$0.00

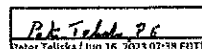
Bidder 1

Bidder 2

Bidder 3

Printout of 3
Lowest Bidders
on the
Contract
attached? ☐☐ Price Analysis☒ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?☐ Force Account Work (FAW)☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?☐ FAW (Final) Included with all MURK forms and documentation attached?Project Conditions/Variance Explanation attached? ☐

Signature



Peter Teliska (Jun 16, 2023 07:39 EDT)

Date

Jun 16, 2023

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET (4/21)

Print Form

Contract D# 040218

Change Order # 05

Field Change Payment #

CO Item Qty -207

Section 1 - Existing Contract Item

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No 640.20

Unit Bid Price \$2.00

Bid Qty 1,100

Current Contract Qty 1,100

Major Item ☐Minor Item ☒

75% Threshold

Renegotiation Threshold

125% Threshold

(200% and \$5,000 over original contract amount)

3,600

High Bid Item (over 125%) Yes ☐ No ☒

Section 2 - New Contract Item or Continuation of Existing Item

New Item Spec No

Renegotiated Qty

Contractor Quoted Unit Price

Method Chosen:

☒ Original Bid Price Acceptable?☐ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range

to

PIC Qty Range

to

N/A ☐

Regional WAP

Statewide WAP

Printout of PIC w/ Qty Range, dates, prices attached? ☐☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price

\$0.00

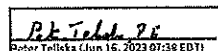
Bidder 1

Bidder 2

Bidder 3

Printout of 3 Lowest Bidders on the Contract attached? ☐☐ Price Analysis☒ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?☐ Force Account Work (FAW)☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?☐ FAW (Final) Included with all MURK forms and documentation attached?Project Conditions/Variance Explanation attached? ☐

Signature



Peter Tellefsen (Jun 16, 2023 07:38 EDT)

Date

Jun 16, 2023

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET (4/21)

Print Form

Contract D# **040218**Change Order # **05**

Field Change Payment #

CO Item Qty **976****Section 1 - Existing Contract Item**

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No **640.21**Unit Bid Price **\$2.00**Bid Qty **850**Current Contract Qty **850**Major Item ☐Minor Item ☒

75% Threshold

Renegotiation Threshold

125% Threshold

(200% and \$5,000 over original contract amount)

3,350

High Bid Item (over 125%)

Yes ☐No ☒**Section 2 - New Contract Item or Continuation of Existing Item**

New Item Spec No

Renegotiated Qty

Contractor Quoted Unit Price

Method Chosen:☒ Original Bid Price Acceptable?☐ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range

to

PIC Qty Range

to

N/A ☐

Regional WAP

Statewide WAP

Printout of PIC
w/ Qty Range,
dates, prices
attached? ☐

☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price

\$0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3
Lowest Bidders
on the
Contract
attached? ☐

☐ Price Analysis☒ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?☐ Force Account Work (FAW)☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?☐ FAW (Final) Included with all MURK forms and documentation attached?Project Conditions/Variance Explanation attached? ☐

Signature

Peter Telles
Peter Telles (Jun 16, 2023 07:24 EDT)

Date

Jun 16, 2023

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET (4/21)

Print Form

Contract D# 040218

Change Order # 05

Field Change Payment #

CO Item Qty 8

Section 1 - Existing Contract Item

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No

Unit Bid Price

Bid Qty

Current Contract Qty

Major Item ☒Minor Item ☐

75% Threshold

Renegotiation Threshold

125% Threshold

(200% and \$5,000 over original contract amount)

High Bid Item (over 125%) Yes ☒ No ☐**Section 2 - New Contract Item or Continuation of Existing Item**

New Item Spec No 48568.700001

Renegotiated Qty 8

Contractor Quoted Unit Price \$1,429.03

Method Chosen:☐ Original Bid Price Acceptable?☐ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range

to

PIC Qty Range

to

N/A ☐

Regional WAP

Statewide WAP

Printout of PIC
w/ Qty Range,
dates, prices
attached? ☐

☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price

\$0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3
Lowest Bidders
on the
Contract
attached? ☐

☒ Price Analysis☒ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?☐ Force Account Work (FAW)☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?☐ FAW (Final) Included with all MURK forms and documentation attached?Project Conditions/Variance Explanation attached? ☐

Signature

R. K. Telle, PE

Date

Jun 15, 2023

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET (4/21)

Print Form

Contract D# 040218

Change Order # 05

Field Change Payment #

CO Item Qty 609

Section 1 - Existing Contract Item

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No

Unit Bid Price

Bid Qty

Current Contract Qty

Major Item ☒Minor Item ☐

75% Threshold

Renegotiation Threshold

125% Threshold

(200% and \$5,000 over original contract amount)

High Bid Item (over 125%) Yes ☒ No ☐

Section 2 - New Contract Item or Continuation of Existing Item

New Item Spec No 48619.080101

Renegotiated Qty

Contractor Quoted Unit Price \$1.02

Method Chosen:

☐ Original Bid Price Acceptable?☒ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range Nov 29, 2021 to Nov 29, 2022

PIC Qty Range

to

N/A ☒

Printout of PIC
w/ Qty Range,
dates, prices
attached? ☒

Regional WAP

Statewide WAP

\$1.02

☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price

\$0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3
Lowest Bidders
on the
Contract
attached? ☐

☐ Price Analysis☒ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?☐ Force Account Work (FAW)☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?☐ FAW (Final) Included with all MURK forms and documentation attached?Project Conditions/Variance Explanation attached? ☐

Signature

Peter Teliska
Peter Teliska (Jun 16, 2023 14:47 EDT)

Date

Jun 16, 2023

Email to project designer regarding bridge rail tuning forks

From: Wallace Pishtey
Sent: Tuesday, December 28, 2021 3:36 PM
To: jbridges@MGMcLaren.com
Cc: Pete Teliska; jmuskus@MGMcLaren.com
Subject: 8761.57 Rte. 32 Lake Street Bridge Rehabilitation; Bridge Rail
Attachments: Bridge Rail - East - FM.pdf; Bridge Rail - West - FM.pdf

James,

During a visit to the Lake Street bridge site, I noticed a discrepancy regarding the bridge rail. The existing tuning fork transitions are to be removed and the detail on sheet ST-21 depicts an existing splice at each of the end posts. While this is the configuration normally seen for this type of transition, it is not the case at this particular bridge. All four tuning forks are unusually long and the splices are far from the end post. I have attached sketches I made from my field visit showing the existing configuration. There are three splices on the east side. One tuning fork is 17 feet long and the other is over 27 feet long. On the west side, the entire bridge rail is made up of two tuning forks. If the tuning forks are removed at their existing splices, then over half of all the bridge rail tube would be removed.

Should the remove and replace bridge rail tube item be substantially increased to address this, or does the removal of that much rail trigger a requirement to upgrade the rail to current standards? Since new sidewalk is being installed, does it make sense to install new pedestrian compliant rail?

Wally



FOLLOW US



Wallace Pishtey, P.E.
Chief Inspector

560 Route 52
Suite 201
Beacon, New York 12508
845.629.4474 cell
845.414.9300 ph
845.414.9304 f
www.hveapc.com





Response from project designer
directing the addition of field splices.

Arts, Entertainment & Exhibits
Ports, Coastal & Waterfront
Real Estate Development
Public Infrastructure
Transportation
Government
Healthcare
Education
Industrial
Energy

MEMORANDUM

To: 140246 file, HVEA Construction Inspection Engineers

From: MEG Engineers

CC: xx

Date: 01/10/2022

Subj: Lake Street Bridge Newburgh NY bridge rehabilitation. PIN 8761.57

RFI from HVEA concerning the retrofit for the bridge rail Tuning Forks which transition the bridge railing on the structure to the box beam on the approaches.

Response

Tuning Fork retrofit details are shown on sheet ST-21 of the Contract Plans. The existing tuning fork rail system does not have a bolted splice as depicted in the contract plans sheet. The entire existing railing is welded construction. Therefore, it will be necessary to cut the horizontal rail tubes (on the approach side) 10 inches +/- from the center of the last bridge rail post. Remove the tuning fork and the approach box beam railing as indicated on sheet ST-21 (all four corners).

The details shown on the retrofit sheet can then be followed. Note the total length of the run out was reduced from a standard retrofit to fit within the ROW available on this project.

Offices: New York, Maryland, Florida, Connecticut, California, Georgia, Pennsylvania

Licensed in:
Alabama•Alaska•Arizona•Arkansas•California•Colorado•Connecticut•Delaware•District of Columbia•Florida•Georgia•Hawaii•Idaho•Illinois
Indiana•Iowa•Kansas•Kentucky•Louisiana•Maine•Maryland•Massachusetts•Michigan•Minnesota•Mississippi•Missouri•Montana•Nebraska
Nevada•New Hampshire•New Jersey•New Mexico•New York•North Carolina•Ohio•Oklahoma•Oregon•Pennsylvania•Puerto Rico•Rhode Island
So. Carolina•So. Dakota•Tennessee•Texas•Trinidad & Tobago•Utah•USVI•Vermont•Virginia•Washington•West Virginia•Wisconsin•Wyoming

M.G. McLaren, P.C.

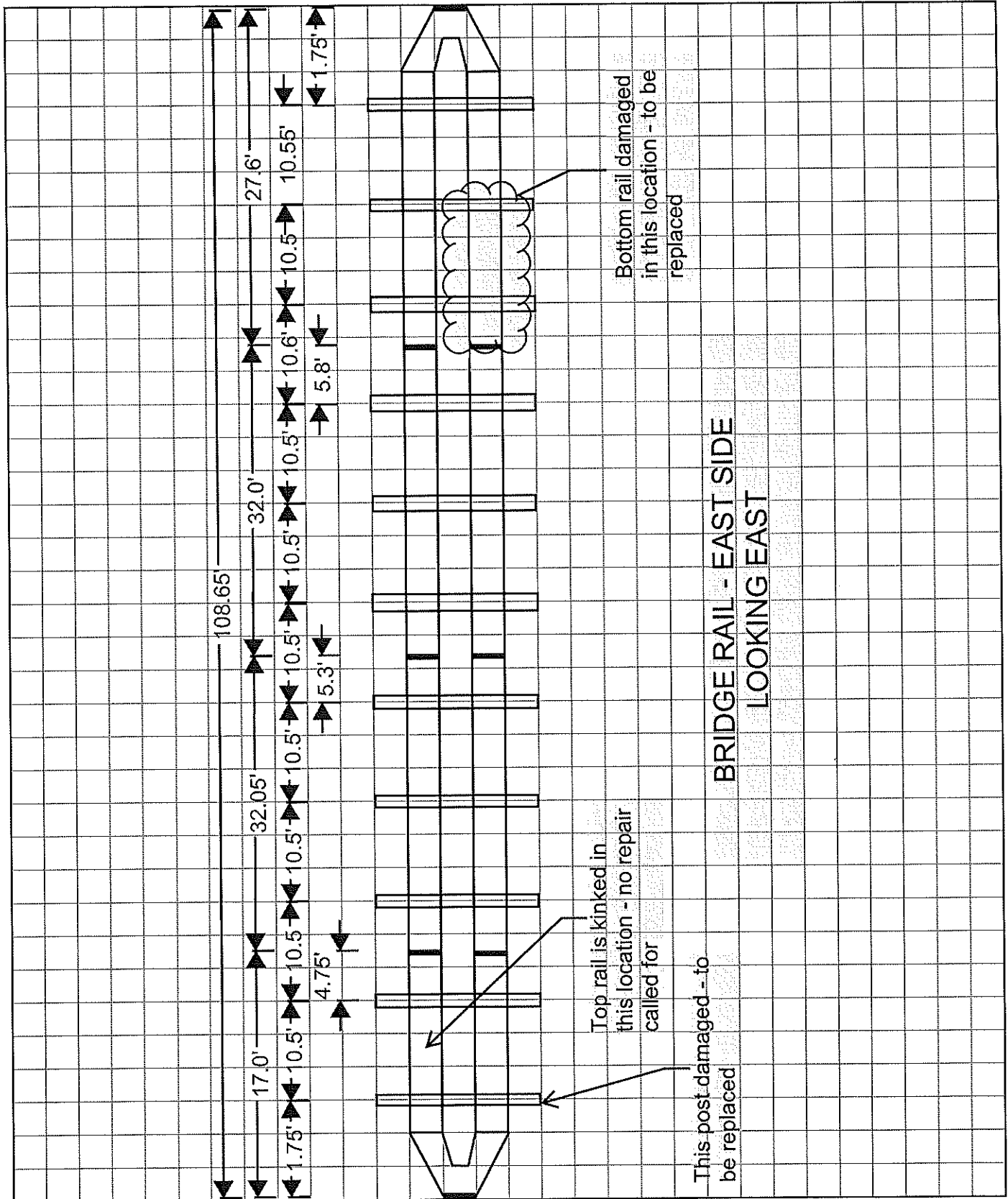
131 West 35th Street, 4th Floor
New York, NY 10001
Phone (212) 324-6300

e-mail: mgmclaren@mgmclaren.com
On the web: www.mgmclaren.com



HVEA Engineers
560 Route 52 – Suite 201
Beacon, New York 12508
(845) 838-3600
FAX (845) 838-5311

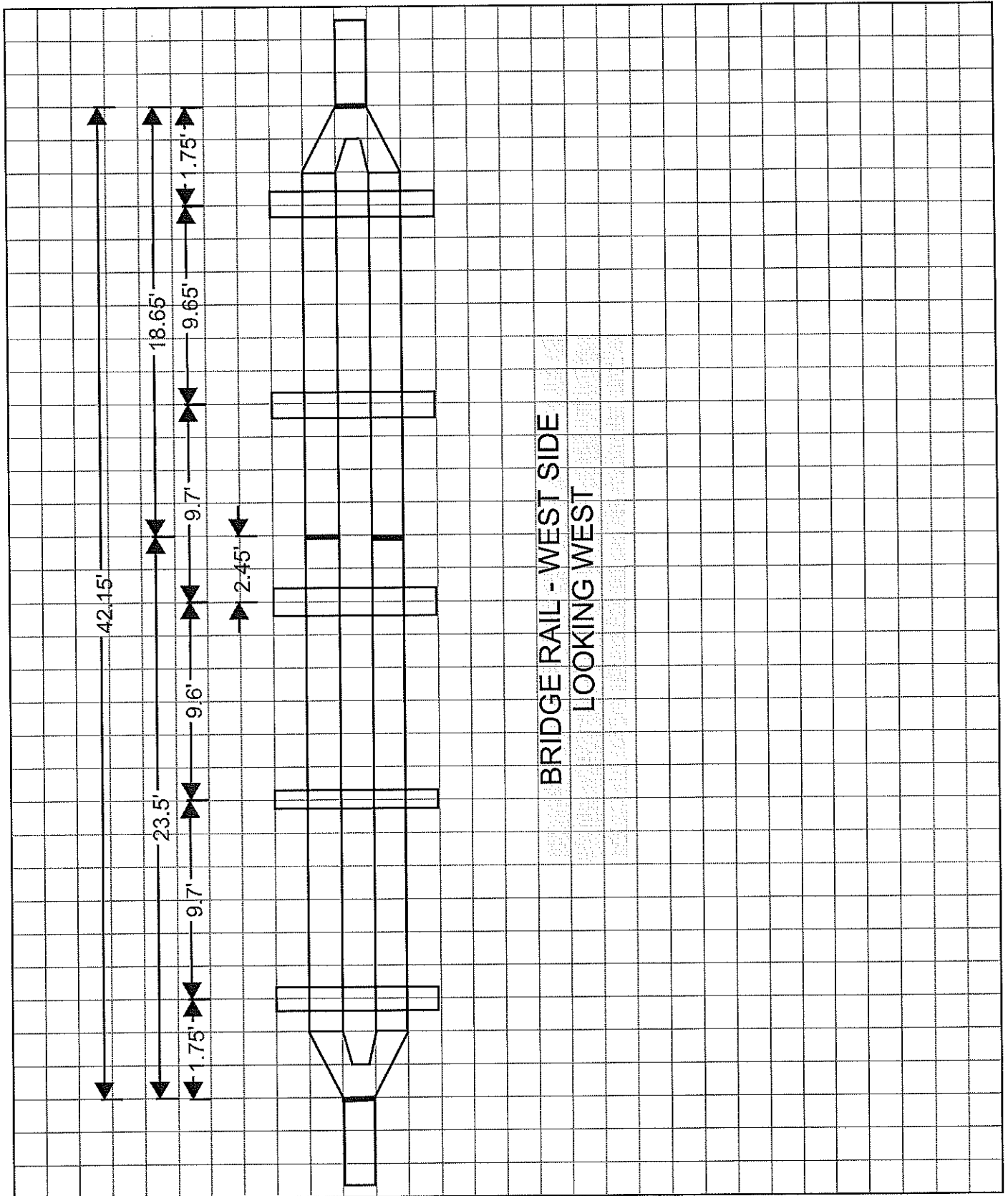
JOB Rte 32 TAP Lake St Bridge Rehab			
SHEET NO.	OF		
CALCULATED BY	W Pishtey	DATE	21Dec2021
CHECKED BY		DATE	
SCALE			





HVEA Engineers
560 Route 52 – Suite 201
Beacon, New York 12508
(845) 838-3600
FAX (845) 838-5311

JOB	Rte 32 TAP Lake St Bridge Rehab		
SHEET NO.	OF		
CALCULATED BY	W. Pishtey	DATE	21Dec2021
CHECKED BY		DATE	
SCALE			



**ITEM 48568.700001 – A – STEEL BRIDGE RAILING END TRANSITION FIELD
SPlice**

DESCRIPTION

This work shall consist of modifying existing bridge rail tubes to create a splice connection that will allow the attachment of a new bridge rail end transition.

MATERIALS

Materials shall be in accordance with section 568-2 of the Standard Specifications.

CONSTRUCTION DETAILS

Construction details shall be in accordance with the details shown in the contract plans and section 568-3 of the Standard Specifications.

METHOD OF MEASUREMENT

The work will be measured as the number of completed bridge rail tube splices.

BASIS OF PAYMENT

The unit price bid shall include the cost of all labor, equipment, and materials to construct a field splice on a bridge rail tube end.

ITEM 48619.080101 – A – REMOVE PAVEMENT MARKING STRIPES, (TRAFFIC PAINT)

DESCRIPTION

This work shall consist of removing existing permanent pavement markings.

MATERIALS

None specified.

CONSTRUCTION DETAILS

The removal method will be at the Contractor's option, subject to its ability to achieve satisfactory results. Removal shall be completed prior to the installation of permanent pavement markings. Grinding to remove pavement markings will typically remove 1/8 to 1/4 inch of pavement surface.

METHOD OF MEASUREMENT

The quantity to be measured for payment will be in feet to the nearest whole foot along the centerline of the pavement stripes removed.

BASIS OF PAYMENT

The unit price bid for the covering of pavement markings shall include the cost of all labor, materials and equipment necessary to complete the work, including the costs of any repairs or replacement of damaged pavement or existing pavement markings resulting from pavement marking removal operations.



CONSTRUCTION CORP.

May 19, 2023

Peter Teliska
HVEA
560 Route 52
Suite 201
Beacon, NY 12508

RE: 8761.57; Route 32 Lake Street Bridge Rehab – Agreed Prices

Dear Mr. Teliska,

McNamee Construction Corp agrees with the following item's and prices:

Item 48568.700001 A-Steel Bridge Railing End Transition Field Splice

- Unit Price: \$1,429.03 EA
- o Quantity: 8.00 EA

Item ~~619.080101~~ ^{48619.080101} Remove Pavement Marking Stripes, Traffic Paint

- Unit Price: \$1.02 LF
- o Quantity: 609 LF

Please proceed with processing a change order for these items.

Thank you,

A handwritten signature in black ink, appearing to be 'R' or 'D' with a stylized flourish.

Dan MacNamee
McNamee Construction Corp.

MURK 27
(11/22)

NEW YORK STATE DEPARTMENT OF TRANSPORTATION Agreed Price Worksheet - Subcontractor

Contract: 040218 Item No.: 568.700001 Quantity: 8.00 Units: EA

Item Description: A-Steel Bridge Railing End Transition Field Splice

(A) SUBCONTRACTOR LABOR

(A) SUBCONTRACTOR LABOR	Reg	Wage	Cost	Fringe	Fringe	Cost
Trade	Hours	Rate		Hours	Rate	
IRONWORKER	32.00	\$ 51.38	\$1,644.16	32.00	\$47.50	\$ 1,520.00

If Fringes are paid directly to employee via cash or check, Enter value here:

\$ 0.00

Worker's Compensation Rate (%):

16.51 %

(The Contractor shall submit an Insurance policy declaration / rate page from its insurer to validate the Workers Comp Insurance rate based on an EMR of 1.0)

Total of Wages and Fringes: \$3,164.16

Workers Compensation: \$271.45

Standard Labor Markup: \$205.52

Fringe Benefit Markup: \$0.00

Labor Total: \$ 3,641.13

(B) SUBCONTRACTOR MATERIALS

Description	Units	# of Units	Cost/Unit	Cost	Description	Units	# of Units	Cost/Unit	Cost
Terminus Bar Splice	EA	8.00	\$134.10	\$1,072.80					
Shipping	LS	1.00	\$589.00	\$589.00					
Galv. Paint	EA	1.00	\$8.88	\$8.88					
Materials Total:				\$1,670.68					

(C) SUBCONTRACTOR EQUIPMENT

Description	Hours	FHWA Rate	Cost	Description	Hours	FHWA Rate	Cost
Utility Truck	16.00	\$43.23	\$691.68				
Welder/Generator	8.00	\$296.99	\$2,375.92				
Equipment Total:				\$ 3,067.60			

(D) SUBCONTRACTOR SERVICES

Description / Type	# of Units	Cost / Unit	Cost	Description / Type	# of Units	Cost / Unit	Cost
Services Total:							

(E) SUBCONTRACTOR OVERHEAD & PROFIT

	OH & Profit %	Cost
Labor, Materials, & Equipment Total:	\$ 8,379.41	20.00
Services:	\$ 0.00	
Overhead & Profit Total:		\$ 1,675.88

(F) SUBCONTRACTOR INSURANCE

Enter rate here if based on payroll

Payroll Based Cost Basis

Enter rate here if based on sales

Sales Based Cost Basis

\$0.00

\$0.00

8.28 %

\$10,055.29

Insurance Total: \$ 832.59

(G) PRIME CONTRACTOR'S CHARGES

Markup Rate % 5.00 %

Insurance Rate %

Cost Basis \$ 10,887.87

Cost Basis \$ 11,432.26

Subcontractor Total: \$ 10,887.87

\$ 544.39

\$ 0.00

Prime Contractor's Total Charges: \$ 544.39

Item Total: \$11,432.26

Unit Price: \$ 1,429.03 per EA

Daniel F. MacNamee III
Contractor's Rep Name

Signature

11/29/2022
Date

Peter Teliska, P. E.
Engineer-in-Charge's Name

Peter Teliska
Signature

Dec 7, 2022
Date

QUOTATION

P. O. Box 123

40 Greenman Ave.

New York Mills, New York 13417

Phone: 315.736.8312 ext. 101

Fax: 315.736.7172

dihighway.com

Certified WBE

To:	Mohegan Associates	Attn:	Al Salanitro
Phone:		Fax:	
County:	Orange	Letting Date:	
Project:	RT 32 Lake Street	Comp. Date:	

We are pleased to provide you a quote on the following items:

ITEM	QTY	UNIT	UNIT COST	TOTAL
1.5"x 4"x 18" Terminus Bar Splice w/ hardware	8.0	ea	\$134.10	\$1,072.80
				\$0.00
SHIPPING	L9		589.00	\$0.00
Accepted				\$0.00
Pete M Toliver				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
PRICES SUBJECT TO CHANGE AFTER 5 DAYS			TOTAL	\$1,072.80

F.O.B. New York Mills, New York

TERMS: Net 30 Days

PRICING IS BASED ON OUR CURRENT RAW MATERIAL COST. ITEM 698 INDEXES MAY NOT BE RELEVANT TO THESE.

Respectfully,

Jim Clement

Date:

June 1, 2022

Accepted By:

Date:

	\$0.00
TOTAL	\$1,072.80

+ 589.⁰⁰

Total = 1661.80

RELEVANT TO THESE.

Accepted
P. H. H. H. H. H.

June 1, 2022

Talk to an industry expert today **800.743.9401****HUB**
INDUSTRIAL SUPPLY

An APPLIED MSS™ company

SAME DAY SHIPPING
GUARANTEED
OR YOU GET \$100!
MON-FRI UNTIL 6PM (EST)

Home > Tru-Galv® Silver Galvanizing Spray Paint



Tru-Galv® Silver Galvanizing Spray Paint

SKU: 065-017-013

\$9.37 / EA

Qty:

1

Add to My List Add to Recurring Delivery

MORE VIEWS



Features and Benefits

TRU-GALV Classic Cold Galvanizing Paint



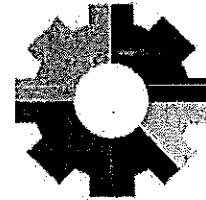
Zinc Rich Paint for Galvanized Steel Touch-...



Rental Rate Blue Book®

August 25, 2022

Miscellaneous DIESEL 600 KW
Large Generator Sets

Size Class:
401 - 600 KW
Weight:
N/A

Configuration for DIESEL 600 KW

Enclosure	Open	Horsepower	750.0
Power Mode	Diesel		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$4,060.00	USD \$1,135.00	USD \$285.00	USD \$43.00	USD \$273.92	USD \$296.99
Adjustments						
Region (New York; 105.4%)	USD \$219.24	USD \$61.29	USD \$15.39	USD \$2.32		
Model Year (2022; 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
Total:	USD \$4,279.24	USD \$1,196.29	USD \$300.39	USD \$45.32	USD \$273.92	USD \$298.23

Non-Active Use Rates

Standby Rate	Hourly	USD \$12.16
Idling Rate		USD \$255.28

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	49%	USD \$1,989.40/mo
Overhaul (ownership)	29%	USD \$1,177.40/mo
CFC (ownership)	5%	USD \$203.00/mo
Indirect (ownership)	17%	USD \$690.20/mo
Fuel (operating) @ USD 5.70	84%	USD \$230.97/hr

Revised Date: 3rd quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for LOUIS CALICCHIA
(lou@moheganassoc.com)



www.equipmentwatch.com

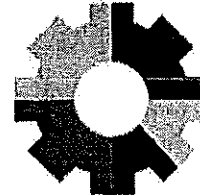
All prices shown in US dollars (\$)

Adjustments for UTILITY in All Saved Models

August 25, 2022

Isuzu NPR
On-Highway Light Duty Trucks

Size Class:
300 HP & Over
Weight:
N/A



Configuration for NPR

Axle Configuration	4.0 X 2.0	Cab Type		Crew
Horsepower	325.0 hp	Power Mode		Gasoline
Ton Rating	1.0			

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$1,285.00	USD \$360.00	USD \$90.00	USD \$14.00	USD \$35.93	USD \$43.23
Adjustments						
Region (New York: 103.9%)	USD \$50.12	USD \$14.04	USD \$3.51	USD \$0.55		
Model Year (2017: 99.29%)	(USD \$9.44)	(USD \$2.64)	(USD \$0.66)	(USD \$0.10)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
Total:	USD \$1,325.68	USD \$371.40	USD \$92.85	USD \$14.44	USD \$35.93	USD \$43.46

Non-Active Use Rates

Standby Rate	Hourly	USD \$3.77
Idling Rate		USD \$37.64

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	61%	USD \$783.85/mo
Overhaul (ownership)	23%	USD \$295.55/mo
CFC (ownership)	3%	USD \$38.55/mo
Indirect (ownership)	13%	USD \$167.05/mo
Fuel (operating) @ USD 4.88	84%	USD \$30.11/hr

Revised Date: 3rd quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for LOUIS CALICCHIA
(lou@moheganassoc.com)



**International Association of
Bridge, Structural, Ornamental & Reinforcing
IRONWORKERS**

Affiliated with AFL-CIO

LOCAL UNION #417 - NEWBURGH

Mailing Address: 583 Route 32
Wallkill, NY 12589
Phone: (845) 566-8417 **FAX:** (845) 566-8420
www.ironworkers417.org

Dear Contractor:

EFFECTIVE JULY 1, 2022 AND CONTINUOUS THRU JUNE 30, 2023, the following are the new wages and fringe benefit rates for Local 417: Page 1 of 2

WAGES:

JOURNEYMAN..... *W/Vac 51.38* \$41.38 PER HOUR
FOREMAN..... *55.38* \$45.38 PER HOUR
GENERAL FOREMAN..... \$46.88 PER HOUR

BENEFITS CONTRIBUTIONS:

VACATION FUND - (TAXABLE)..... \$10.00 HOUR ✓
**ANNUITY FUND..... \$12.00 HOUR ✓
**HEALTH FUND..... \$13.05 HOUR ✓
**PENSION FUND..... \$13.10 HOUR ✓
IMPACT..... \$.26 HOUR ✓
**TRAINING & EDUCATION FUND..... \$ 1.80 HOUR ✓
INDUSTRY PROMOTION FUND..... \$.30 HOUR ✓
**IW 417 Employer Cooperative Trust..... \$ 4.16 HOUR ✓

EXPENSE TO THE CONTRACTOR (Fringe Benefits) ... \$54.67 HOUR ✓

WORK ASSESSMENT- (Straight Payroll Ded. - Included in the Wage)... \$ 2.78 HOUR *283*
SCHOLARSHIP FUND- (Straight Payroll Ded. - Included in the Wage)... \$.05 HOUR

TECHNICAL VOCATION INCENTIVE..... \$8.00 HOUR

**The distribution of these monies may change from period to period in the non-taxable benefit area.

- ◆ Contributions to all funds shall be made on the basis of hours paid, rather than on hours worked.
- ◆ Fringe Benefit Vouchers are purchased in increments of one-half hour only, therefore quarter hours must be rounded to half (1/2), and three-quarter hours must be rounded to one (whole).
- ◆ Vacation benefit is taxable, and therefore must be added into the wage, taxed, and then deducted back out to submit in the fringe benefit voucher payment.

- SEE SEPARATE SHEET FOR APPRENTICE RATES -



International Association of Bridge, Structural, Ornamental & Reinforcing IRONWORKERS

Affiliated with AFL-CIO

LOCAL UNION #417 - NEWBURGH

Mailing Address: 583 Route 32
Wallkill, NY 12589
Phone: (845) 566-8417 **FAX:** (845) 566-8420

Continued: Wages and Fringe Benefits for Local 417: Page 2 of 2

Holidays:

The following holidays shall be recognized: New Year's Day, Memorial Day, Fourth of July (Independence Day), Labor Day, Thanksgiving Day, Day After Thanksgiving (unpaid), Christmas Day. General Foreman and Foreman shall receive 8 hours pay and benefits for the above holidays.

APPRENTICE WAGES: (Effective July 1, 2022 and continuous thru JUNE 30, 2023)

- 1st YEAR... 50% OF JOURNEYMAN WAGES = \$ 20.69 Per Hour
- 2nd YEAR... 60% OF JOURNEYMAN WAGES = \$ 24.83 Per Hour
- 3rd YEAR... 70% OF JOURNEYMAN WAGES = \$ 28.97 Per Hour
- 4th YEAR... 80% OF JOURNEYMAN WAGES = \$ 33.10 Per Hour

APPRENTICE FRINGE BENEFITS (hourly) thru June 30, 2023:

APPRENTICE FRINGE BENEFITS (hourly)	First Yr @ 50%	Second Yr @ 60%	Third Yr @ 70%	Fourth Yr @ 80%
Vacation Fund (taxable)	\$ 5.00	\$ 6.00	\$ 7.00	\$ 8.00
Annuity Fund **	\$ 6.00	\$ 7.20	\$ 8.40	\$ 9.60
Health Fund **	\$ 13.05	\$ 13.05	\$ 13.05	\$ 13.05
Pension Fund **	\$ 13.10	\$ 13.10	\$ 13.10	\$ 13.10
IMPACT	\$.26	\$.26	\$.26	\$.26
Training & Education **	\$ 1.80	\$ 1.80	\$ 1.80	\$ 1.80
Industry Promotion	\$.30	\$.30	\$.30	\$.30
IW 417 Cooperative Trust	\$ 4.16	\$ 4.16	\$ 4.16	\$ 4.16
FRINGE BENEFIT VOUCHER	\$ 43.67	\$ 45.87	\$ 48.07	\$ 50.27
<u>Work Assessment</u> (Straight Payroll deduction Included in Wage)	\$ 2.28	\$ 2.28	\$ 2.28	\$ 2.28
<u>Scholarship Fund</u> (Straight Payroll deduction Included in Wage)	\$.05	\$.05	\$.05	\$.05
TOTAL VOUCHER PAYMENT	\$ 46.00	\$ 48.20	\$ 50.40	\$ 52.60

If you have any questions, please contact Ironworkers Local 417.



USI Insurance Services
333 Westchester Avenue
Suite 102, South Building
White Plains, NY 10604
www.usi.com
Tel: 914.459.6200

2/23/2022

Mohegan Associates, Inc.
130 Old Route 6
Carmel, NY 10512
Attn: Louis Calicchia

RE: NET Rates
Policy Term: 10/01/2021-10/01/2022

To Whom it May Concern,

Please see the below NET rates listed on the policies based on an Experience Modification of 1.00 (note this does not reflect Mohegan Associates, Inc. Experience Modification Rating of 1.63):

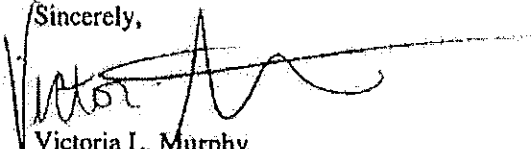
General Liability/Excess Liability Combined Net Rate = \$82.83 per \$1,000 of gross revenue.

Workers Compensation:

Class Code 0042/ Landscaping =	\$5.79 per \$100 of payroll
Class Code 6400/ Fence Erection Metal =	\$7.14 per \$100 of payroll
Class Code 5506/ Street or Road Construction Paving & Drivers =	\$16.51 per \$100 of payroll
Class Code 6217/ Excavation =	\$7.32 per \$100 of payroll
Class Code 5538/ Sheet Metal Erection =	\$9.33 per \$100 of payroll
Class Code 6629/ Irrigation - Drain Systems Construction & Drivers =	\$4.74 per \$100 of payroll

This is MOD 1

Sincerely,


Victoria L. Murphy
Senior Account Manager

Property & Casualty • Employee Benefits • Personal Risk • Retirement Consulting
The USI ONE Advantage®

pay Items Bid History Information us CUSTOMARY Items

Item Number	Special Spec?	Spec Status	Status Date	Units	Price Indicator	Specification Document	Issuing Document	Message
619-080101		General Approval	01/09/2014	LF			EI 13-013	EI 13-013

Description: REMOVE PAVEMENT MARKING STRIPES, TRAFFIC PAINT

Search Pay Item Bid History

Quantity Range: to

Date Range for Price or

History: through 11/29/2022

Search
Reset

Reset

Region	Number of Projects	Quantity	Weighted Average Price
--------	--------------------	----------	------------------------

Statewide		14	241,049.00	\$1.02	Export Data	Print
D Number	Pin Number	Let Date	Project Description	Qty	Awarded Price	Extended Amt
D264898	780713	10/06/2022	CULVERT REPLACEMENT Rte 458 Over Tributary Of St Regis River	911.00	\$3.50	\$3,188.50
D264829	608443	07/07/2022	NY 21 Over Cohocton River Bridge Replacement	2,877.00	\$2.00	\$5,754.00
D264814	530837	07/07/2022	Intersection Improvements US 62 AT WARD ROAD AND WITMER ROAD	15,141.00	\$4.42	\$6,359.22
D264820	000822	07/07/2022	IMPROVEMENTS TO SOUTH FERRY DOCK	8,250.00	\$1.20	\$9,900.00
D264835	581450	07/07/2022	Drainage, Culvert, Road work SR60, Pomfret, NY	5,328.00	\$1.05	\$5,594.40
D264763	05LR22	06/16/2022	TRAFFIC SIGNAL REQUIREMENTS CONTRACT 40 NYSDOT Region-10	50.00	\$6.95	\$347.50
D264771	6CUL22	04/07/2022	Culvert Repair (Clarksville) NY 305 & NY 417 (Andover) NY	1,019.00	\$1.00	\$1,019.00
D264744	200808	03/24/2022	ROUTE 162 PAVEMENT REHABILITATION:	725.00	\$2.25	\$1,631.25
D264746	881544	03/10/2022	CULVERT REPLACEMENT, Various locations, NYSDOT Region 8	2,330.00	\$1.19	\$2,772.70
D264729	202971	02/17/2022	DECK REPLACEMENT ROUTE 5S OVER AURIES CREEK (BIN 1002910)	400.00	\$2.00	\$800.00

D Number	Pin Number	Let Date	Project Description	Qty	Awarded Price	Extended Amt
D264699	X73175	02/16/2022	Deck Replacement Staten Island Expy / I-278 Richmond Ave	1,500.00	\$1.25	\$1,875.00
D264649	X22869	02/03/2022	Bridge Replace & Mobility Improvements(LIE) EB AUX LANE	200,000.00	\$1.00	\$200,000.00
D264697	035612	01/06/2022	PRIORITY SURFACE TREATMENT NYS ROUTE 109	1,458.00	\$2.00	\$2,916.00
D264624	280669	12/16/2021	MULTI SITE BRIDGE DECK & SUPERSTRUCTURE REPLACEMENT PROJECT	1,060.00	\$3.00	\$3,180.00
				Total: 241,049.00		\$245,337.57
02		3	2,185.00	\$2.57	Export Data	Print
05		2	20,469.00	\$.58	Export Data	Print
06		2	3,896.00	\$1.74	Export Data	Print
07		1	911.00	\$3.50	Export Data	Print
08		1	2,330.00	\$1.19	Export Data	Print
10		3	9,758.00	\$1.35	Export Data	Print
11		2	201,500.00	\$1.00	Export Data	Print

RESOLUTION NO.: 204 - 2023

OF

OCTOBER 10, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER NO. 10 WITH MCNAMEE CONSTRUCTION CORPORATION
TO THE CONSTRUCTION CONTRACT IN
THE ROUTE 32/ METAL ARCH CULVERT BRIDGE (LAKE STREET BRIDGE)
REHABILITATION PROJECT (PIN# 8761.57/BIN# 2022260)

WHEREAS, by Resolution No. 162-2021 of July 12, 2021, the City Council of the City of Newburgh awarded a bid for the construction of the Route32/Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project (PIN# 8761.57/BIN# 2022260) to McNamee Construction Corporation in an amount not to exceed \$1,678,560.00; and

WHEREAS, adjustments for additional stream restoration work in the Quassaick Creek will add \$82,415.27 to the total contract price with funding to be derived from an existing NYSDOT Local Project Agreement in the amount of 80% grant reimbursement (H1.8761.0200.8761.2022) and the 20% match coming from the City's allocation of the NYSDOT Touring Route Funds (A.5680.0206.0000.0000); the same being 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 hereby is authorized to execute Change Order No. 10 with McNamee Construction Corporation for contract increase in the amount of \$82,415.27 in the Route32/Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project (PIN# 8761.57/BIN# 2022260).

204-23

Appia[®]

HVEA Engineers

Change Order Details

PIN 8761.57 Route 32 Lake Street Bridge Rehabilitation

Description

Lake Street/Route 32 over Quassaick Creek bridge rehabilitation. Project will rehabilitate the existing bridge that carries Lake Street (Route 32) over the Quassaick Creek located in the City of Newburgh, Orange County, BIN 2022260.

Prime Contractor

McNamee Construction Corp
154 Route 202, PO Box 182
Lincolndale, NY 10540

Change Order

10

Status

Pending

Date Created

08/22/2023

Type
Summary

Minor Overrun & New Items
Item adjustments for Streamwork

Change Order Description

This Change Order is written to account for item overruns and underruns in the course of the Stream work activities.

Awarded Project Amount

\$1,678,560.00

Authorized Project Amount

\$1,840,761.51

Change Order Amount

\$82,415.27

Revised Project Amount

\$1,923,176.78

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0070	207.2	SY	\$2.000	100.000	\$200.00	-100.000	-\$200.00	0.000	\$0.00
GEOTEXTILE BEDDING									
Reason: This item was to be used under the medium stone fill along the bridge abutment footings. Early in the project, designer McLaren issued field change sheets eliminating the medium stone fill along the abutment footings under the bridge which also eliminated the need for this item.									
0310	620.03	CY	\$350.000	40.000	\$14,000.00	40.000	\$14,000.00	80.000	\$28,000.00
STONE FILLING (LIGHT)									
Reason: This item is for filling the eroded area behind the southwest wingwall. The volume of the eroded embankment behind and adjacent to the wingwall was much greater than estimated in the plans. The contractor had to remove a large pile of washed up tree logs from this area indicating prior flooding had caused additional erosion beyond the design estimate. This increase is a 100% increase in a minor item of work. The remaining increase was renegotiated as item 48620.03 in this CO.									
0320	620.04	CY	\$350.000	30.000	\$10,500.00	30.000	\$10,500.00	60.000	\$21,000.00
STONE FILLING (MEDIUM)									
Reason: Early in the project, designer McLaren issued field change sheets eliminating the medium stone fill along the abutment footings under the bridge. Instead, the medium stone was used to fill the large scour hole in front of the southwest wingwall that had developed before the contract started. The presence of a large pile of debris logs behind and adjacent to the southwest wingwall indicates significant prior flooding which likely caused the scour. The volume of the scour hole was larger than the volume of stone that was to be placed along the footings resulting in an increase in the item. This increase is a 100% increase in a minor item of work. The remaining increase was renegotiated as item 48620.04 in this CO.									
0330	623.03	TON	\$75.000	10.000	\$750.00	14.610	\$1,095.75	24.610	\$1,845.75
CRUSHED STONE BY WEIGHT									

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

Reason: This item was to be used to fill a small scour hole along the bottom of the footing of the southwest wingwall. During construction, no scour hole under the footing was found, but there was a large scour hole in front of the wingwall that was filled using item 620.04 medium stone fill as described under that item in this CO. This item was used as a bedding stone under the medium stone fill. This increase is a 146% increase in a minor item of work. The entire increase is less than \$5000 and is entered at the contract bid price.

4 items	Totals			\$25,450.00			\$25,395.75		\$50,845.75
---------	--------	--	--	-------------	--	--	-------------	--	-------------

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0315	48620.03	CY	22.000	\$165.220	\$3,634.84

A-STONE FILLING (LIGHT)

Reason: The increase in light stone fill is explained in item 620.03 in this change order. This item is for the renegotiation of the increase above 200% of the original contract item quantity.

0325	48620.04	CY	4.000	\$183.230	\$732.92
A-STONE FILLING (MEDIUM)					

Reason: The increase in medium stone fill is explained in item 620.04 in this change order. This item is for the renegotiation of the increase above 200% of the original contract item quantity.

0490	950.01	LS	1.000	\$52,651.760	\$52,651.76
A-Removal of Excess Material from Under Bridge					

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

Reason: The begin abutment footing was covered in stream bed material that the contractor had to remove from the footing and place adjacent to the footing inside the cofferdam to install the tunnel liner. The base of the tunnel liner was installed into the footing and the stream bed material could not be placed back on the footing. Leaving the stream bed material where it was would be a restriction to the stream flow, so the material was removed. The removal of this material is allowable under the NYSDEC Blanket WQC and USACOE Nationwide Permit #3 environmental permits.

3 items	Total: \$57,019.52
---------	--------------------

(Sponsor) Certificate of Recommended Order on Contract

PIN 8761.57 LD040218 City of Newburgh Purchase Order No.: 29815

Contractor Name: McNamee Construction Corporation

Change Order No. 10

I, Peter Teliska, PE, 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. 10 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.

No. Peter Teliska P.E.
of Peter Teliska (Sep 26, 2023 13:21 EDT)

Sep 26, 2023

Peter Teliska, PE, HVEA Engineers, Resident Engineer

Date

Todd Venning

Date

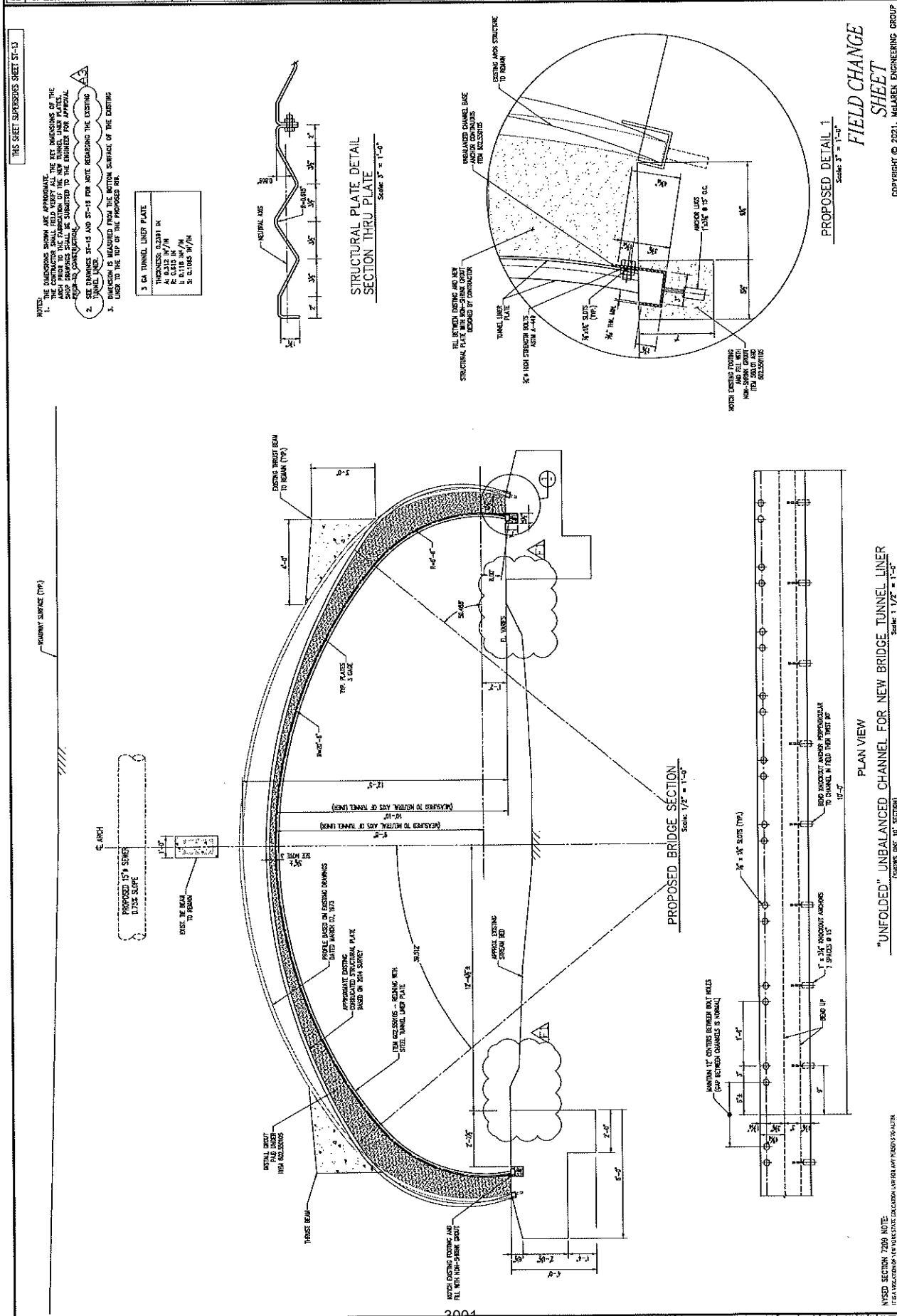
City Manager/CEO

City of Newburgh, Sponsor

Change Order Details:

PIN 8761.57 Route 32 Lake Street Bridge Rehabilitation

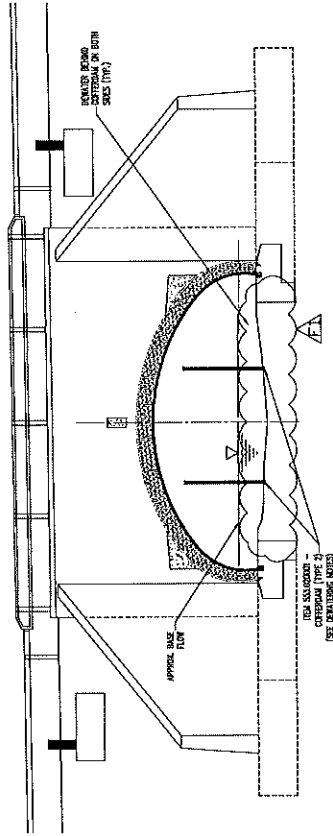
[illegible]



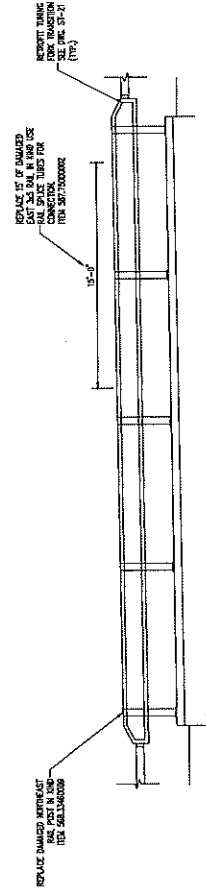
THIS SHEET SUPERSEDES SHEET ST-20

DEWATERING NOTES:

1. CONTRACTOR SHALL PROVIDE PRE-MANUFACTURED OR CONTRACTOR FABRICATED COFFERDAM FOR A MAXIMUM ANTICIPATED WATER DEPTH OF 8'-0". COFFERDAM SHALL BE DESIGNED TO FLOOD IF WATER DEPTH EXCEEDS 6'-0".
2. DEWATERING OF THE COFFERDAM SHALL BE ACCOMPLISHED BY PUMPING THE WATER TO AN UPLAND REJECTED AREA OUTSIDE THE STREAMBED (LOCATION TO BE DETERMINED IN FIELD BY CONTRACTOR) AND APPROVED BY THE ENGINEER. TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROLS SUCH AS STRAIN BUILT OR APPROVED EQUAL MAY BE REQUIRED.
3. DEPENDINGS ON FLOW ONE SIDE MAY NEED TO BE WORKED ONE AT A TIME WITH ONLY A COFFERDAM IN PLACE ON ONE SIDE OF THE STREAM.
4. BASED UPON WATER LEVEL AT THE TIME OF STREAM WORK, THE CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS TO MINIMIZE STREAM DISTURBANCES/SEDIMENT TRANSPORTATION BY USE OF AN METHOD APPROVED BY THE ENGINEER.



EAST ELEVATION - WITH COFFERDAM (LOOKING WEST)
SCALE: 1" = 10'



EAST SIDE BRIDGE RAIL RETROFIT AND REPAIR DETAIL (LOOKING EAST)
SCALE: N.T.S.

NOTED SECTION 7200 NOTE:
IT IS A VIOLATION OF ANY LOCAL, STATE, FEDERAL OR ANY PERSONS TO ALTER
DESIGN OR SPECIFICATIONS, OR REPORT TO ANY AGENCY, WITHOUT THE
APPROPRIATE AUTHORITY OF THE ENGINEER.

McLaren ENGINEERING GROUP 100 Central Expressway, Suite 200 Newburgh, NY 12551 T: 845.534.6600 F: 845.534.6602 www.mclareneng.com		NEWBURGH, ORANGE COUNTY NEW YORK Bridge Rehabilitation BIN: 2022260 Route 32 Lake Street		MISCELLANEOUS DETAILS		DATE: 07/24/2022 BY: J.S. BROWN CHECKED BY: J.S.B. DESIGNED BY: J.S.B. PROJECT NO.: ST-20F1	
NO.	REV.	DATE	DESCRIPTION	NO.	REV.	DATE	DESCRIPTION
1		7/24/22	REVISED PER RF				

FIELD CHANGE
SHEET
ST-20F1
COPYRIGHT © 2021, McLAREN ENGINEERING GROUP

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
AUTHORIZATION OF EXTRA WORK

Region # 08	D040218	PIN:	8761.57	AEW #:	#5 (CO#10)
County/Countries:		Orange		Date: 09/20/2023	
Contract Description: Rte 32 Lake Street Bridge Rehabilitation					
Engineer-in-Charge: Peter Teliska			Field Office Fax:		
Contractor: McNamee Construction Corp.					
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: \$1,678,560.00			Contract Current Amount: \$1,840,761.51		
Estimated Increase Due to this Change: \$82,615.27					
Description of Proposed Extra Work: Item adjustments for Streamwork. This Change Order is written to account for item overruns and underruns in the course of the Stream work activities.					

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
620.03	STONE FILLING (LIGHT)	CY	40.00	40.00	40.00	Bid Price	\$350.00
620.04	STONE FILLING (MEDIUM)	CY	30.00	30.00	30.00	Bid Price	\$350.00
623.03	CRUSHED STONE BY WEIGHT	TON	10.00	10.00	14.61	Bid Price	\$75.00

☐ 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 : \$82,615.27

RECOMMENDED:

Resident Engineer

Peter Teliska
Peter Teliska (Sep 16, 2023 10:41 (DT))

Date: Sep 26, 2023

APPROVED:

Responsible Local Official

Date: _____

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

Items Included in Description of Proposed Extra Work - Continued

[illegible]



CONSTRUCTION CORP.

March 13, 2023

Peter Teliska
HVEA
560 Route 52
Suite 201
Beacon, NY 12508

RE: 8761.57; Route 32 Lake Street Bridge Rehab – Agreed Price Various Items

Dear Mr. Teliska,

McNamee Construction Corp agrees with the following price renegotiations:

- Item No. 620.03 – Quantity Overrun; Final Quantity of 102 CY
 - o 40 CY (100% of contract quantity) @ \$350.00/CY
 - o 22 CY (Remaining quantity)@ \$165.22/CY
 - **Amount due to MCC on this item \$17,634.84**
- Item No. 620.04 – Quantity Overrun; Final Quantity of 64 CY
 - o 30 CY (100% of contract quantity) @ \$350.00/CY
 - o 4 CY(Remaining quantity)@ \$183.23/CY
 - **Amount due to MCC on this item \$11,232.92**

Please proceed with processing a change order for these items.

Thank you,

A handwritten signature in dark ink, appearing to be 'D' followed by a stylized 'M' and a horizontal line.

Dan MacNamee
McNamee Construction Corp.

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET ^(9/22)

Print Form

Contract D# **040218**Change Order # **10**Field Change Payment # CO Item Qty **-100****Section 1 - Existing Contract Item**

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No **207.20**Unit Bid Price **\$2.00**Bid Qty **100**Current Contract Qty **100**Major Item ☒Minor Item ☐75% Threshold Renegotiation Threshold
(200% and \$5,000 over
original contract amount)**2,600**125% Threshold High Bid Item (over 125%) Yes ☐ No ☒**Section 2 - New Contract Item or Continuation of Existing Item**New Item Spec No Renegotiated Qty Contractor Quoted Unit Price **Method Chosen:**☒ Original Bid Price Acceptable?

☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work; include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header

☐ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range to PIC Qty Range to N/A ☐Regional WAP Statewide WAP

Printout of PIC
w/ Qty Range,
dates, prices
attached? ☐

☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price **\$0.00**Bidder 1 Bidder 2 Bidder 3

Printout of 3
Lowest
Bidders on
the Contract
attached? ☐

☐ Price Analysis

☐ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?

☐ Force Account Work (FAW)

☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?

☐ FAW (Final) Included with all MURK forms and documentation attached?

Project Conditions/Variance Explanation attached? ☐

Signature

P. K. Taha, P.E.
Peter Taha - Sec. 20, A23 REG FD3

Date

Sep 20, 2023

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET (9/22)

Print Form

Contract D# 040218

Change Order # 10

Field Change Payment #

CO Item Qty 62

Section 1 - Existing Contract Item

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No 620.03

Unit Bid Price \$350.00

Bid Qty 40

Current Contract Qty 40

Major Item ☐Minor Item ☒

75% Threshold

Renegotiation Threshold

80

125% Threshold

(200% and \$5,000 over original contract amount)

High Bid Item (over 125%) Yes ☐ No ☒**Section 2 - New Contract Item or Continuation of Existing Item**

New Item Spec No 48620.03

Renegotiated Qty 22

Contractor Quoted Unit Price \$165.22

Method Chosen:

- ☐ Original Bid Price Acceptable?
- ☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work; include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header

☒ **Weighted Average Price (WAP) Comparison (must have at least 3 contracts)**

Pay Item Catalog Date Range Jan 1, 2022 to Dec 31, 2022

PIC Qty Range to N/A ☒

Regional WAP \$165.22 Statewide WAP \$119.50

Printout of PIC w/ Qty Range, dates, prices attached? ☒

☐ **Comparison to Average of 3 Lowest Bidders (on contract, not item)**

Average Price \$0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3 Lowest Bidders on the Contract attached? ☐

☐ **Price Analysis**☐ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?☐ **Force Account Work (FAW)**☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?☐ FAW (Final) Included with all MURK forms and documentation attached?Project Conditions/Variance Explanation attached? ☐Signature R. K. Tellep, P.E.

R. K. Tellep (Sep 20, 2023 16:31 EDT)

Date Sep 20, 2023

Pay Items Bid History Information US CUSTOMARY Items

Item Number	Special Spec?	Spec Status	Status Date	Units	Price Indicator	Specification Document	Issuing Document	Message
620.03		General Approval	08/22/2008	CY				
Description: STONE FILLING (LIGHT)								

Search Pay Item Bid History

Quantity Range: to

Date Range for Price January to December 2022 ▼ or

History: through

Search

Reset

Region	Number of Projects	Quantity	Weighted Average Price			
Statewide	49	4,635.00	\$119.50	Export Data Print		
01	13	873.00	\$111.26	Export Data Print		
02	7	143.00	\$113.33	Export Data Print		
03	4	358.00	\$145.01	Export Data Print		
04	2	370.00	\$108.38	Export Data Print		
05	2	147.00	\$117.07	Export Data Print		
06	3	105.00	\$127.29	Export Data Print		
07	4	334.00	\$139.45	Export Data Print		
08	3	347.00	\$165.22	Export Data Print		
D Number	Pin Number	Let Date	Project Description	Qty	Awarded Price	Extended Amt
D264887	881451	12/01/2022	Culvert Replacement Project, Orange and Ulster Counties	36.00	\$260.00	\$9,360.00
D264810	872972	09/01/2022	I287 over Metro North I287 over Midland Avenue	18.00	\$142.00	\$2,556.00
D264746	881544	03/10/2022	CULVERT REPLACEMENT, Various locations, NYSDOT Region 8	293.00	\$155.00	\$45,415.00
Total:					347.00	\$57,331.00
09		7	1,874.00	\$102.68	Export Data Print	
10		3	65.00	\$297.85	Export Data Print	
11		1	19.00	\$120.00	Export Data Print	

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET (9/22)

Print Form

Contract D# 040218

Change Order # 10

Field Change Payment #

CO Item Qty 34

Section 1 - Existing Contract Item

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No 620.04

Unit Bid Price \$350.00

Bid Qty 30

Current Contract Qty 30

Major Item ☐Minor Item ☒

75% Threshold

Renegotiation Threshold
(200% and \$5,000 over
original contract amount)

60

125% Threshold

High Bid Item (over 125%)

Yes ☐No ☒**Section 2 - New Contract Item or Continuation of Existing Item**

New Item Spec No 48620.04

Renegotiated Qty 4

Contractor Quoted Unit Price \$183.23

Method Chosen:☐ Original Bid Price Acceptable?

☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work; include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header

☒ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range Jan 1, 2022 to Dec 31, 2022

PIC Qty Range to N/A ☒

Regional WAP \$183.23 Statewide WAP \$125.44

Printout of PIC
w/ Qty Range,
dates, prices
attached? ☒

☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price \$0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3
Lowest
Bidders on
the Contract
attached? ☐

☐ Price Analysis☐ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?☐ Force Account Work (FAW)☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?☐ FAW (Final) Included with all MURK forms and documentation attached?Project Conditions/Variance Explanation attached? ☐

Signature

R. K. Tella, P.E.

Date

Sep 20, 2023

Pay Items Bid History Information US CUSTOMARY Items

Item Number	Special Spec?	Spec Status	Status Date	Units	Price Indicator	Specification Document	Issuing Document	Message
620.04		General Approval	04/04/2008	CY				
Description: STONE FILLING (MEDIUM)								

Search Pay Item Bid History

Quantity Range: to

Date Range for Price January to December 2022 ▼ or

History: through

Search

Reset

Region	Number of Projects	Quantity	Weighted Average Price			
☒ Statewide	36	6,636.00	\$125.44	Export Data		
☒ 01	5	1,902.00	\$113.08	Export Data		
☒ 02	7	509.00	\$100.62	Export Data		
☒ 03	3	621.00	\$123.08	Export Data		
☒ 05	9	1,209.00	\$138.95	Export Data		
☒ 07	3	988.00	\$99.44	Export Data		
☐ 08	3	725.00	\$183.23	Export Data		
D Number	Pin Number	Let Date	Project Description	Qty	Awarded Price	Extended Amt
D264887	881451	12/01/2022	Culvert Replacement Project, Orange and Ulster Counties	386.00	\$168.00	\$64,848.00
D264816	810145	07/21/2022	Hutchinson River Parkway Service Station, NYSDOT R-8	170.00	\$225.00	\$38,250.00
D264746	881544	03/10/2022	CULVERT REPLACEMENT, Various locations, NYSDOT Region 8	169.00	\$176.00	\$29,744.00
Total: 725.00					\$132,842.00	
☒ 09		4	468.00	\$102.18	Export Data	
☒ 10		2	214.00	\$199.88	Export Data	

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET (9/22)

Print Form

Contract D# 040218

Change Order # 10

Field Change Payment #

CO Item Qty 14.61

Section 1 - Existing Contract Item

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No 623.03

Unit Bid Price \$75.00

Bid Qty 10

Current Contract Qty 10

Major Item ☐Minor Item ☒

75% Threshold

Renegotiation Threshold
(200% and \$5,000 over
original contract amount)

76.67

125% Threshold

High Bid Item (over 125%) Yes ☐ No ☒**Section 2 - New Contract Item or Continuation of Existing Item**

New Item Spec No

Renegotiated Qty

Contractor Quoted Unit Price

Method Chosen:☒ Original Bid Price Acceptable?

☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work: include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header

☐ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range

to

PIC Qty Range

to

N/A ☐

Regional WAP

Statewide WAP

Printout of PIC
w/ Qty Range,
dates, prices
attached? ☐

☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price \$0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3
Lowest
Bidders on
the Contract
attached? ☐

☐ Price Analysis

☐ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?

☐ Force Account Work (FAW)

☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?

☐ FAW (Final) Included with all MURK forms and documentation attached?

Project Conditions/Variance Explanation attached? ☐

Signature

P.K. Telle, P.E.

Date

Sep 20, 2023

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET (9/22)

Print Form

Contract D# **040218**Change Order # **10**

Field Change Payment #

CO Item Qty **52,651.76****Section 1 - Existing Contract Item**

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No

Unit Bid Price

Bid Qty

Current Contract Qty

Major Item ☐Minor Item ☐

75% Threshold

Renegotiation Threshold

125% Threshold

(200% and \$5,000 over original contract amount)

High Bid Item (over 125%) Yes ☐ No ☐**Section 2 - New Contract Item or Continuation of Existing Item**New Item Spec No **950.01**

Renegotiated Qty

Contractor Quoted Unit Price

\$52,651.76**Method Chosen:**

- ☐ Original Bid Price Acceptable?
- ☐ Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work; include letter from contractor, and supporting documentation for adjustments (need price analysis) on CO Header

- ☐ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range

to

PIC Qty Range

to

N/A ☐

Regional WAP

Statewide WAP

Printout of PIC
w/ Qty Range,
dates, prices
attached? ☐

- ☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price

\$0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3
Lowest
Bidders on
the Contract
attached? ☐

- ☒ Price Analysis

☒ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?

- ☐ Force Account Work (FAW)

☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?

☐ FAW (Final) Included with all MURK forms and documentation attached?

Project Conditions/Variance Explanation attached? ☐

Signature

P. K. Taha, P.E.

Date

Sep 26, 2023

MURK 28
(11/22)

NEW YORK STATE DEPARTMENT OF TRANSPORTATION Agreed Price Worksheet - Prime Contractor

Contract: **8761.57** Item No.: **950.01** Quantity: **1.00** Units: **LS**

Item Description: **A - Removal of Excess Material from Under Bridge**

(A) LABOR

Trade	Reg Hours	Wage Rate	Cost	Fringe Hours	Fringe Rate	Cost
Foreman	84.50	\$ 52.90	\$ 4,470.05	84.50	\$ 35.20	\$ 2,974.40
Operator	86.00	\$ 60.22	\$ 5,178.92	86.00	\$ 33.50	\$ 2,881.00
Laborer	187.00	\$ 43.30	\$ 8,097.10	187.00	\$ 35.20	\$ 6,582.40

Wages **\$17,746.07**

Fringes **\$12,437.80**

If Fringes are paid directly to employee via cash or check, Enter value here:

\$ 0.00

Worker's Compensation Rate (%):

16.51 %

(The Contractor shall submit an Insurance policy declaration / rate page from its Insurer to validate the Workers Comp Insurance rate based on an EMR of 1.0.)

Total of Wages and Fringes: **\$30,183.87**

Workers Compensation: **\$ 2,929.88**

Standard Labor Markup: **\$ 2,218.26**

Fringe Benefit Markup: **\$ 0.00**

Labor Total: **\$35,332.00**

(B) MATERIALS

Description	Units	# of Units	Cost/Unit	Cost	Description	Units	# of Units	Cost/Unit	Cost

Materials Total:

(C) EQUIPMENT

Description	Hours	FHWA Rate	Cost	Description	Hours	FHWA Rate	Cost
CAT 311 Excavator	62.00	\$95.19	\$5,901.78				

Equipment Total: **\$ 5,901.78**

(D) SERVICES

Description / Type	# of Units	Cost / Unit	Cost	Description / Type	# of Units	Cost / Unit	Cost

Services Total:

(E) OVERHEAD & PROFIT

	OH & Profit %	Cost
Labor, Materials, & Equipment Total:	20.00	\$ 8,246.76
Services:		\$ 0.00

Overhead & Profit Total: **\$ 8,246.76**

(F) INSURANCE

Enter rate here if based on payroll

17.87 %

Payroll Based Cost Basis

\$ 17,746.07

Enter rate here if based on sales

Sales Based Cost Basis

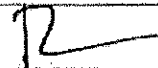
\$ 0.00

Insurance Total: **\$ 3,171.22**

Item Total: **\$ 52,651.76**

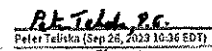
Unit Price: **\$ 52,651.76** per **LS**

Daniel F. MacNamee III
Contractor's Rep Name


Signature

9/26/23
Date

Peter Teloska
Engineer-In-Charge's Name


Signature

Sep 26, 2023
Date



www.equipmentwatch.com

All prices shown in US Dollars (\$)

Adjustments for 240 in EXCAVATORS

November 15, 2022

Caterpillar 311D LRR (disc. 2014) Crawler Mounted Hydraulic Excavators

Size Class:
12.5 - 14.4 mt
Weight:
28836 lbs



Configuration for 311D LRR (disc. 2014)

Operating Weight 13.1 mt Power Mode Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$10,055.00	USD \$2,815.00	USD \$705.00	USD \$105.00	USD \$38.08	USD \$95.19
Adjustments						
Region (Connecticut; 105%)	USD \$502.75	USD \$140.75	USD \$35.25	USD \$5.25		
Model Year (2010: 98.43%)	(USD \$165.55)	(USD \$46.35)	(USD \$11.61)	(USD \$1.73)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
Total:	USD \$10,392.20	USD \$2,909.40	USD \$728.64	USD \$108.52	USD \$38.08	USD \$97.11

Non-Active Use Rates

Hourly

Standby Rate

USD \$29.52

Idling Rate

USD \$65.99

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33%	USD \$3,318.15/mo
Overhaul (ownership)	44%	USD \$4,424.20/mo
CFC (ownership)	14%	USD \$1,407.70/mo
Indirect (ownership)	10%	USD \$1,005.50/mo
Fuel (operating) @ USD 3.88	18.23%	USD \$6.94/hr

Revised Date: 4th quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MARCO PARISI
(marco@mcnameeconstruction.net)

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5WP-H/H

Operating Engineer - Building / Heavy&Highway

09/01/2022

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Delaware, Orange, Rockland, Sullivan, Ulster

WAGES

CLASS A5: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 140ft boom and over.

CLASS A4: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 100ft to 139ft boom.

CLASS A3: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes with a boom under 100ft.

CLASS A2: Cranes, Derricks and Pile Drivers less than 100 tons with 140ft boom and over.

CLASS A1: Cranes, Derricks and Pile Drivers less than 100 tons with a 100ft to 139ft boom.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with a boom under 100ft.; Autograde Combination Subgrader, Base Material Spreader and Base Trimmer (CMI and Similar Types); Autograde Pavement profiler (CMI and Similar Types); Autograde Pavement Profiler and Recycle type (CMI and Similar Type); Autograde Placer-Trimmed-Spreader Comb. (CMI & Similar types); Autograde Slipform Paver (CMI & Similar Types); Central Power Plants (all types); Chief of Party; Concrete Paving Machines; Drill (Bauer, AMI and Similar Types); Drillmaster, Quarrymaster (Down the Hole Drill), Rotary Drill, Self-Propelled Hydraulic Drill, Self-Powered Drill; Draglines; Elevator Graders; Excavator; Front End Loaders (5 yds. and over); Gradalls; Grader-Rago; Helicopters (Co-Pilot); Helicopters (Communications Engineer); Juntann Pile Driver; Locomotive (Large); Mucking Machines; Pavement & Concrete Breaker, i.e., Superhammer & Hoe Ram; Roadway Surface Grinder; Prentice Truck; Scooper (Loader and Shovel); Shovels; Tree Chopper with Boom; Trench Machines (Cable Plow); Tunnel Boring Machine; Vacuum Truck

CLASS B: "A" Frame; Backhoe (Combination); Boom Attachment on Loaders (Rate based on size of Bucket) not applicable to Pipehook; Boring and Drilling Machines; Brush Chopper, Shredder and Tree Shredder, Tree Shearer; Bulldozer (Fine Grade); Cableways; Carryalls; Concrete Pump; Concrete Pumping System, Pump Concrete and Similar Types; Conveyors (125 ft. and over); Drill Doctor (duties incl. Dust Collector Maintenance); Front End Loaders (2 yds. but less than 5 yds.); Graders (Finish); Groove Cutting Machine (Ride on Type); Heater Planer; Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type); Long Boom Rate to be applied if Hoist is "Outside Material Tower Hoist"; Hydraulic Cranes-10 tons and under; Hydraulic Dredge; Hydro-Axe; Hydro Blaster; Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type); Log Skidder; Pans; Pavers (all) concrete; Plate and Frame Filter Press; Pumpcrete Machines, Squeezecrete & Concrete Pumping (regardless of size); Scrapers; Side Booms; "Straddle" Carrier-Ross and similar types; Winch Trucks (Hoisting); Whip Hammer

CLASS C: Asphalt Curbing Machine; Asphalt Plant Engineer; Asphalt Spreader; Autograde Tube Finisher and Texturing Machine (CMI & Similar types); Autograde Curecrete Machine (CMI & Similar Types); Autograde Curb Trimmer & Sidewalk, Shoulder, Slipform (CMI & Similar Types); Bar Bending Machines (Power); Batchers, Batching Plant and Crusher on Site; Belt Conveyor Systems; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozer(except fine grade); Car Dumpers (Railroad); Compressor and Blower Type Units (used independently or mounted on dual purpose Trucks, on Job Site or in conjunction with jobsite, in Loading and Unloading of Concrete, Cement, Fly Ash, Instantcrete, or Similar Type Materials); Compressors (2 or 3 in Battery); Concrete Finishing Machines; Concrete cleaning decontamination machine operator; Concrete Saws and Cutters (Ride-on type); Concrete Spreaders (Hetzel, Rexomatic and Similar Types); Concrete Vibrators; Conveyors (under 125 feet); Crushing Machines; Directional Boring Machines; Ditching Machine-small (Ditch-witch, Vermeer, or Similar type); Dope Pots (Mechanical with or without pump); Dumpsters; Elevator; Fireman; Fork Lifts (Economobile, Lull and Similar Types of Equipment); Front End Loaders (1 yd. and over but under 2 yds.); Generators (2 or 3 in Battery); Giraffe Grinders; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibrator (in conjunction with Generator); Heavy Equipment Robotics Operator Technician; Hoists-Roof, Tugger, Aerial Platform Hoist & House Cars; Hoppers; Hopper Doors (power operated); Hydro Blaster; Hydraulic Jacking Trailer; Ladders (motorized); Laddervator; Locomotive-dinky type; Maintenance -Utility Man; Master Environmental Maintenance Technician; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols; Pavement Breakers (small self propelled ride on type-also maintains compressor hydraulic unit); Pavement Breaker-truck mounted; Pipe Bending Machine (Power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (Post Pounder & Auger); Rod Bending Machines (Power); Roller-Black Top; Scales (Power); Seaman pulverizing mixer; Shoulder widener; Silos; Skidsteer (all attachments); Skimmer Machines (boom-type); Steel Cutting Machine (service & maintain); Tam Rock Drill; Tractors; Transfer Machine; Captain (Power Boats); Tug Master (powerboats); Ultra High Pressure Waterjet Cutting Tool System operator/maintenance technician; Vacuum Blasting Machine; Vibrating Plants (used in conjunction with unloading); Welder and Repair Mechanics

CLASS D: Brooms and Sweepers; Chippers; Compressor (single); Concrete Spreaders (small type); Conveyor Loaders (not including Elevator Graders); Engines-large diesel (1620 HP) and Staging Pump; Farm Tractors; Fertilizing Equipment (Operation & Maintenance of); Fine Grade Machine (small type); Form Line Graders (small type); Front End Loader (under 1 yard); Generator (single); Grease, Gas, Fuel and Oil supply trucks; Heaters (Nelson or other type incl. Propane, Natural Gas or Flowtype Units); Lights, Portable Generating Light Plants; Mixers (Concrete, small); Mulching Equipment (Operation and Maintenance of); Pumps (2 or less than 4 inch suction); Pumps (4 inch suction and over incl. submersible pumps); Pumps (Diesel Engine and Hydraulic-immaterial of power); Road Finishing Machines (small type); Rollers-grade, fill or stone base; Seeding Equip. (Operation and Maintenance of); Sprinkler & Water Pump Trucks (used on jobsite or in conjunction with jobsite); Steam Jennies and Boilers-irrespective of use; Stone Spreader; Tamping Machines, Vibrating Ride-on; Temporary Heating Plant (Nelson or other type, incl. Propane, Natural Gas or Flow Type Units); Water & Sprinkler Trucks (used on or in conjunction with jobsite); Welding Machines (Gas, Diesel, and/or Electric Converters of any type, single, two, or three in a battery); Wellpoint Systems (including installation by Bull Gang and Maintenance of)

CLASS E: Assistant Engineer/Oiler; Drillers Helper; Maintenance Apprentice (Deck Hand); Maintenance Apprentice (Oiler); Mechanics' Helper; Tire Repair and Maintenance; Transit/Instrument Man

WAGES:(per hour)

07/01/2022

Class A5	\$ 63.72 plus 3.00*
Class A4	62.72 plus 3.00*
Class A3	61.72 plus 3.00*
Class A2	59.22 plus 3.00*
Class A1	58.22 plus 3.00*
Class A	57.22 plus 3.00*
Class B	55.63 plus 3.00*
Class C	53.72 plus 3.00*
Class D	52.09 plus 3.00*
Class E	50.38 plus 3.00*
Safety Engineer	57.96 plus 3.00*

Helicopter:	
Pilot/Engineer	59.04 plus 3.00*
Co Pilot	57.22 plus 3.00*
Communications Engineer	57.22 plus 3.00*

Surveying:	
Chief of Party	57.22 plus 3.00*
Transit/Instrument Man	50.38 plus 3.00*
Rod/Chairman	47.80 plus 3.00*
Additional \$0.75 for Survey work Tunnel under compressed air.	
Additional \$0.50 for Hydrographic work.	

*The \$3.00 is added to the Class Base Wage for all hours worked. Additionally, the \$3.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

****Outside Material Hoist (Class B)** receives additional \$ 1.00 per hour on 110 feet up to 199 feet total height, \$ 2.00 per hour on 200 feet and over total height.

- **SHIFT WORK:** On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

- On **HAZARDOUS WASTE REMOVAL** or **ASBESTOS REMOVAL** work, or any state or federally **DESIGNATED HAZARDOUS WASTE SITE**:

For projects bid on or before April 1, 2020...Where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift.

For projects bid after April 1, 2020...On hazardous waste removal work of any kind, including state or federally designated site where the operating engineer is required to wear level A, B, or C personal protection the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour. An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$ 1.00 per hour. This shall also apply to sites where the level D personal protection is required.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 33.50

SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

OVERTIME PAY

See (B, E, Q, *V, X) on OVERTIME PAGE

*15% premium is also required on shift work benefits

HOLIDAY

Paid: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Holidays falling on Sunday will be celebrated on Monday.

REGISTERED APPRENTICES

(1) year terms at the following percentage of journeyman's wage:

1st year	60% of Class base wage plus \$3.00*
2nd year	70% of Class base wage plus \$3.00*
3rd year	80% of Class base wage plus \$3.00*
4th year	90% of Class base wage plus \$3.00*

*The \$3.00 is added to the Class Base Wage for all hours worked. Additionally, the \$3.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

Supplemental Benefits per hour:

Apprentices \$ 33.50

11-825

Operating Engineer - Marine Dredging

09/01/2022

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2022	10/01/2022
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 42.66	\$ 43.94
CLASS A2 Crane Operator (360 swing)	38.02	39.16



LABORERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL No. 17

L. TODD DIORIO, BUS. MGR.
(845) 565-2737
FAX (845) 565-3099

451A LITTLE BRITAIN ROAD
NEWBURGH, NEW YORK 12550

HEAVY & HIGHWAY - ZONE A

All Orange County, Ulster County, Sullivan County, parts of Delaware County (Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Meredith and Davenport), parts of Greene County (Township of Catskill), *Dutchess County and parts of *Columbia County (Townships of Greenport, Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, Philmont and the City of Hudson).

*Included for asbestos, lead, toxic and hazardous waste abatement and any other environmental related work.

	<u>6-1-21</u>	<u>6-1-22</u>	<u>6-1-23</u>	<u>6-1-24</u>
Flagperson Rate Class 1	\$37.40	\$39.05	\$40.80	\$41.45*
Laborer Rate Class 2	41.80	43.30	44.80	45.15*
Premium Rate Class 3	46.15	47.75	49.40	49.85*
Foreman Rate Class 4	51.15	52.90	54.70	54.90*
Health Benefit Fund	8.75	8.75	8.75	8.75*
Pension Fund	12.30	12.30	12.30	12.30*
A.F.F.	2.40	2.50	2.60	2.60*
Training/Education Fund	1.50	1.50	1.50	1.50*
L.E.C.E.T. Fund	1.35	1.75	1.90	1.90*
Annuity Fund	4.00	4.25	4.75	4.75*
S.U.F.	.30	.30	.30	.30*
I.A.F.	.35	.35	.35	.35
TOTAL BENEFITS	(\$30.95)	(\$31.70)	(\$32.45)	(\$32.45)*
Working Dues	-2.00	-2.00	-2.00	-2.00
District Council	-.20	-.20	-.20	-.20
L.P.L./P.A.C.	-.20	-.20	-.20	-.20
NYS L.O.F.	-.30	-.30	-.30	-.30
P.S.L.	-.80	-.80	-.90	-.90

*\$2.00 additional to be added to wages or benefits as determined by the Union.

NOTE:

L.E.C.B.T. - Laborers' Employers Cooperation & Education Trust.
S.U.F. - Supplemental Unemployment Fund
L.P.L./P.A.C. - Laborers' Political League/Political Action Committee
NYS L.O.F. - New York State Laborers' Organizing Fund
I.A.F. - Industry Advancement Fund
A.F.F. - Administrative Flex Fund
P.S.L. - Paid Sick Leave

Total \$35.20

The proper taxes must be withheld from gross wages before Working Dues, District Council Dues L.P.L./P.A.C., NYS L.O.F. and P.S.L. before deductions are made from net pay.

5/6/2021



January 10, 2023

Attn: Dan McNamee
McNamee Construction Corp.
154 Rte 202, PO Box 182
Lincolndale, NY 10540

RE: Worker's Compensation Policy # 13145800
Effective April 1, 2022 to April 1, 2023
Carrier: State Insurance Fund Safety group

To Whom It May Concern:

The current rate for the Street and Road Construction class code 5506 for the limits that McNamee Construction Corp carries is \$16.51 per \$100 of payroll based on an experience modification Rate (EMR) of 1.00.

Please let us know if any other information is needed.

Sincerely,

A handwritten signature in black ink, appearing to read 'Beth Metzler', is written over a faint, larger version of the same signature.

Beth Metzler
Account Manager
bmetzler@emerywebb.com
(845)855-1112 Ext. 1301



Wesco Insurance Company
800 Superior Avenue East, 21st Floor
Cleveland, OH 44114

Policy Number:
WPP1516772 06
Named Insured:
McNamee Construction Corp.

COMMERCIAL GENERAL LIABILITY COVERAGE DECLARATIONS EXTENSION OF DECLARATIONS

PREMIUM								
Location	Classification	Code No.	Exposure	Basis	Rate		Advanced Premium	
					Premises Ops.	Prod/Comp Ops.	Premises Ops.	Prod/Comp Ops.
		99946					\$6.00	
		Medical Expense - Water Mains or Connections Construction						
1		91689	4,600,000	c	6.280	1.820		
		Contractors-subcontracted work-in connection with street or highway construction, or repair, not elevated						
		91689						
		Medical Expense - Contractors-subcontracted work-in connection with street or highway construction, or repair, not elevated						
1		91007	100,000	p	110.598	6.319		
		Excavation						
		91007						
		Medical Expense - Excavation						
1		91268	700,000	p	175.706	3.030		
		Bridge or Elevated Highway Construction - concrete						
		91268						
		Medical Expense - Bridge or Elevated Highway Construction - concrete						
1		99315	600,000	p	103.631	3.641		
		Street or Road Construction or Reconstruction						
		99315						
		Medical Expense - Street or Road Construction or Reconstruction						

2022 GL Insurance

Coded: 91266 175.706
3.030
178.736 = 17.87%

Issued Date: 2/8/2022

GLDEC8 0414

Page 4 of 7

PIN 8761.57 – RTE 32 LAKE ST BRIDGE REHABILITATION
Special Specifications

ITEM 48620.03 – A – STONE FILLING (LIGHT)

DESCRIPTION

The requirements of NYSDOT Standard Specifications section 620-1, item 620.03 shall apply.

MATERIALS

The requirements NYSDOT Standard Specifications section 620-2, item 620.03 shall apply.

CONSTRUCTION DETAILS

The requirements of NYSDOT Standard Specifications section 620-3, item 620.03 shall apply.

METHOD OF MEASUREMENT

The requirements of NYSDOT Standard Specifications section 620-4, item 620.03 shall apply.

BASIS OF PAYMENT

The requirements of NYSDOT Standard Specifications section 620-5, item 620.03 shall apply.

PIN 8761.57 – RTE 32 LAKE ST BRIDGE REHABILITATION
Special Specifications

ITEM 48620.04 – A – STONE FILLING (MEDIUM)

DESCRIPTION

The requirements of NYSDOT Standard Specifications section 620-1, item 620.04 shall apply.

MATERIALS

The requirements NYSDOT Standard Specifications section 620-2, item 620.04 shall apply.

CONSTRUCTION DETAILS

The requirements of NYSDOT Standard Specifications section 620-3, item 620.04 shall apply.

METHOD OF MEASUREMENT

The requirements of NYSDOT Standard Specifications section 620-4, item 620.04 shall apply.

BASIS OF PAYMENT

The requirements of NYSDOT Standard Specifications section 620-5, item 620.04 shall apply.

ITEM 950.01 – A – REMOVAL OF EXCESS MATERIAL FROM UNDER BRIDGE

DESCRIPTION

This work shall consist of removing the excess stream bed material that was covering the bridge begin abutment footing.

MATERIALS

None specified.

CONSTRUCTION DETAILS

The contractor shall use hand methods to remove the excess stream bed material from under the bridge. No machinery will be allowed to enter the stream bed. The work shall be done in a manner that does not result in more than minimal degradation of water quality as required by the environmental permits. The excess stream bed material shall become the Contractor's property for disposal.

METHOD OF MEASUREMENT

Payment will be measured on a Dollar Cents basis.

BASIS OF PAYMENT

The price bid shall include the cost of furnishing all labor, equipment, and materials necessary to complete the work.

RESOLUTION NO.: 205 - 2023

OF

OCTOBER 10, 2023

**A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1G TO
THE CONSTRUCTION CONTRACT WITH METRA INDUSTRIES
INCREASING THE CONTRACT AMOUNT BY \$200,000.00 AND INCREASING
THE TOTAL CONTRACT AMOUNT FROM \$3,498,600.00 TO \$3,698,600.00
IN THE NORTH WATER STREET SEWER SEPARATION PROJECT**

WHEREAS, by Resolution No. 61-2022 of March 28, 2022, the City Council of the City of Newburgh, New York awarded a bid to Metra Industries in the amount of \$3,498,600.00 for the construction of the North Water Street Sewer Separation Project; and

WHEREAS, Metra Industries has submitted Change Order No. 1G adding \$200,000.00 to the contract price for additional work associated with the curbing and sidewalk replacement along Liberty Street; and

WHEREAS, the funding for Change Order No. 1G shall be derived from the City's allocation of Extreme Winter Recovery funds; the same being in the best interest 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 hereby is authorized to execute Change Order No. 1G with Metra Industries increasing the total contract amount by \$200,000.00 from \$3,498,600.00 to \$3,698,600.00 in the North Water Street Sewer Separation Project.

205

Change Order No. 1G

Date of Issuance: September 26, 2023	Effective Date: October ____, 2023
Owner: City of Newburgh	Owner's Contract No.: 3.22
Contractor: Metra Industries Inc	Contractor's Project No.: NY-GS-0353
Engineer: Arcadis of New York, Inc	Engineer's Project No.: 30142406
Project: North / Water Street Sewer Separation	Contract Name: General Construction

The Contract is modified as follows upon execution of this Change Order:

Description:

Add new contingency allowance Item No. 16 "Additional Granite Curb and Sidewalk" to the contract and a not to exceed amount of \$200,000 added to Contract for demolition of existing curbs and sidewalk and constructing new granite curbs and decorative sidewalks on Liberty Street. Payment for Work authorized under Item 16 will be full compensation for providing all Work authorized in writing under this contingency allowance, complete as shown, indicated, or directed by ENGINEER.

Attachments: *None*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 3,498,600.00	Original Contract Times: Substantial Completion: <u>300</u> Ready for Final Payment: <u>330</u> days
Increase from previously approved Change Orders No. <u>1</u> : \$ 0.00	Increase from previously approved Change Orders No. <u>1</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ 3,498,600.00	Contract Times prior to this Change Order: Substantial Completion: <u>300</u> Ready for Final Payment: <u>330</u> days
Increase of this Change Order: \$ 200,000.00	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price incorporating this Change Order: \$ 3,698,600.00	Contract Times with all approved Change Orders: Substantial Completion: <u>300</u> Ready for Final Payment: <u>330</u> days

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature) Todd Venning * Res ____-2023		Contractor (Authorized Signature)		
Title: <u>Senior Engineer</u>	Title: _____		Title: _____		
Date: _____	Date: _____		Date: _____		

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

RESOLUTION NO.: 206 - 2023

OF

OCTOBER 10, 2023

**A RESOLUTION AUTHORIZING CHANGE ORDER NO. 3G TO
THE CONSTRUCTION CONTRACT WITH KUBRICKY CONSTRUCTION CORP.
INCREASING THE CONTRACT AMOUNT BY \$106,534.80 AND INCREASING
THE TOTAL CONTRACT AMOUNT FROM \$28,044,650.00 TO \$28,151,184.80
IN THE NORTH INTERCEPTOR SEWER MAIN IMPROVEMENTS PROJECT**

WHEREAS, by Resolution No. 48-2022 of March 14, 2022, the City Council of the City of Newburgh, New York awarded a bid to Kubricky Construction Corp. in the amount of \$27,044,650.00 for the construction of the North Interceptor Sewer Main Improvements Project; and

WHEREAS, Kubricky Construction Corp. has submitted Change Order No. 3G contract adding \$106,534.80 to the contract price for work related to the full depth reclamation and repaving of Washington Place; and

WHEREAS, the funding for Change Order No. 3G shall be derived from the City's allocation of Extreme Winter Recovery funds; the same being in the best interest 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 hereby is authorized to execute Change Order No. 3G with Kubricky Construction Corp. increasing the total contract amount by \$106,534.80 from \$28,044,650.00 to \$28,151,184.80 in the North Interceptor Sewer Main Improvements Project.

206-23

CHANGE ORDER NO.: 3G

Owner: City of Newburgh
Engineer: Arcadis of New York, Inc.
Contractor: Kubricky Construction Corp.
Project: North Interceptor Sewer Replacement
Contract Name: General Construction
Date Issued: 9/21/2023

Owner's Project No.: 1.22
Engineer's Project No.: 30141834
Contractor's Project No.: 2022006

Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

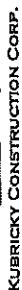
Description:

Contractor shall reclaim the pavement on Washington Place to a depth of 8-inches between Washington Street and Broadway. The subbase shall be regarded such that the finish grade elevation, including a 2.5-inches of binder and 1.5-inches of top course asphalt pavement, matches the existing ground surface elevation.

Attachments: *Contractor's Change Proposal and RFCOP No. 3*

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 27,044,650.00	Original Contract Times: Substantial Completion: 540 Ready for final payment: 570
Increase from previously approved Change Orders No. 1 to No. 2: \$ 1,000,000.00	Increase from previously approved Change Orders No.1 to No. 2 Substantial Completion: 71 Ready for final payment: 71
Contract Price prior to this Change Order: \$ 28,044,650.00	Contract Times prior to this Change Order: Substantial Completion: 611 Ready for final payment: 641
Increase this Change Order: \$ 106,534.80	Increase this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: \$ 28,151,184.80	Contract Times with all approved Change Orders: Substantial Completion: 611 Ready for final payment: 641

Recommended by Engineer (if required)	Accepted by Contractor
By: _____	_____
Title: Senior Engineer	_____
Date: _____	_____
Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____



Rev. Date: 6/27/23

3028

PROPOSAL REQUEST

Owner: City of Newburgh
Project Name: North Interceptor Relocation
Proposal Request No.: 3 Date: 11/2/2022
Contract Name and No.: North Interceptor Relocation General Construction 1.22
Contractor: Kubricky Construction Company
Other Contracts Involved in Proposed Change: None

TO CONTRACTOR: Please submit a complete Change Proposal for the proposed modifications described below. If the associated Change Proposal is approved, a Change Order or allowance authorization will be issued to authorize adjustment to the scope of the Work. This Proposal Request is not a Change Order, Work Change Directive, Field Order, or an authorization to proceed with the proposed Work described below.

SCOPE OF PROPOSED WORK:

The proposed scope of work for this proposal request includes but is not limited to the following:

1. Eliminate bumpout between stations 22+00 and 23+00 and replace with non-mountable granite curb as shown on C-08.
2. Reclaim pavement on Washington Place (Colden Street) shown on C-28.

The following revised Drawings are attached hereto:

- C-08 – Interceptor Plan and Profile Sta 15+00 to 25+00
- C-28 – Pavement Extents and Road Striping Plan II

Proposal requested by: A.J. Brooks

Signature of Requestor: 



**NORTH INTERCEPTOR
SEWER REPLACEMENT**

[illegible]

NO.	DATE	ISSUED FOR	BY
3	10/27/22	RECAP 3	AJB
2	2/14/22	RECAP 1	AJB
1	1/26/21	ADDENDUM NO. 2	AJB
	12/17/21	IND SUBMISSION	AJB
	11/4/21	REGULATORY APPROVAL	AJB

COMPONENT: ARCADIS OF NEW YORK.

2021 NC

11

DATE: DECEMBER 2021

PROJECT NO.: 300155038

FILE NAME: C:\K_RU-COPY

DESIGNED BY: S. SNELL

DRAWN BY: L. FLANIGAN

CHECKED BY: R. OSTAPCHUK

SHEET TITLE

CIVIL

INTERCEPT DI AN

INTERCEPT FOR FLAV AND PROTEIN

AND PROFILE
CYA 15100 TO 25100

00462 01 00461 A15

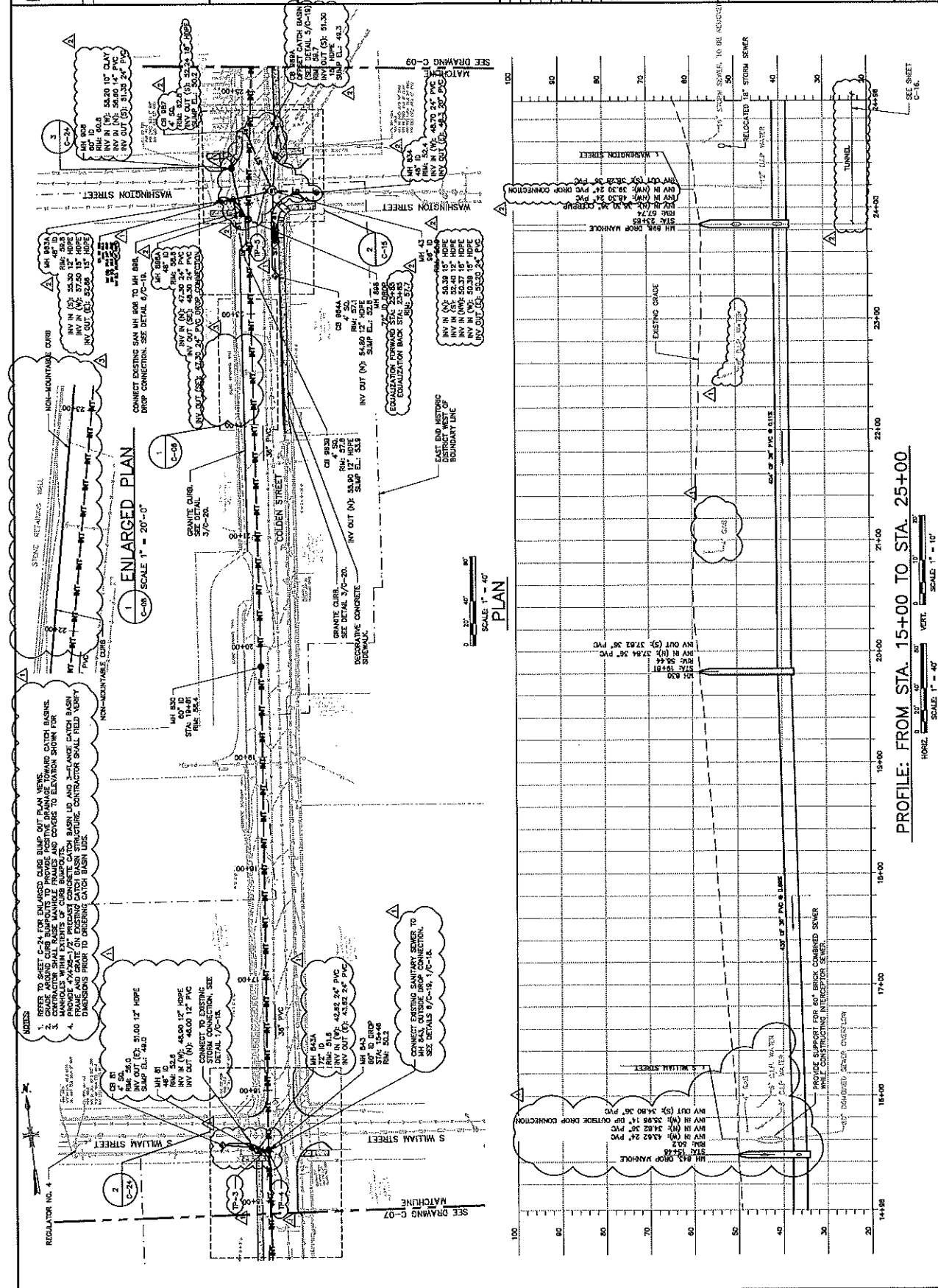
SMOKE

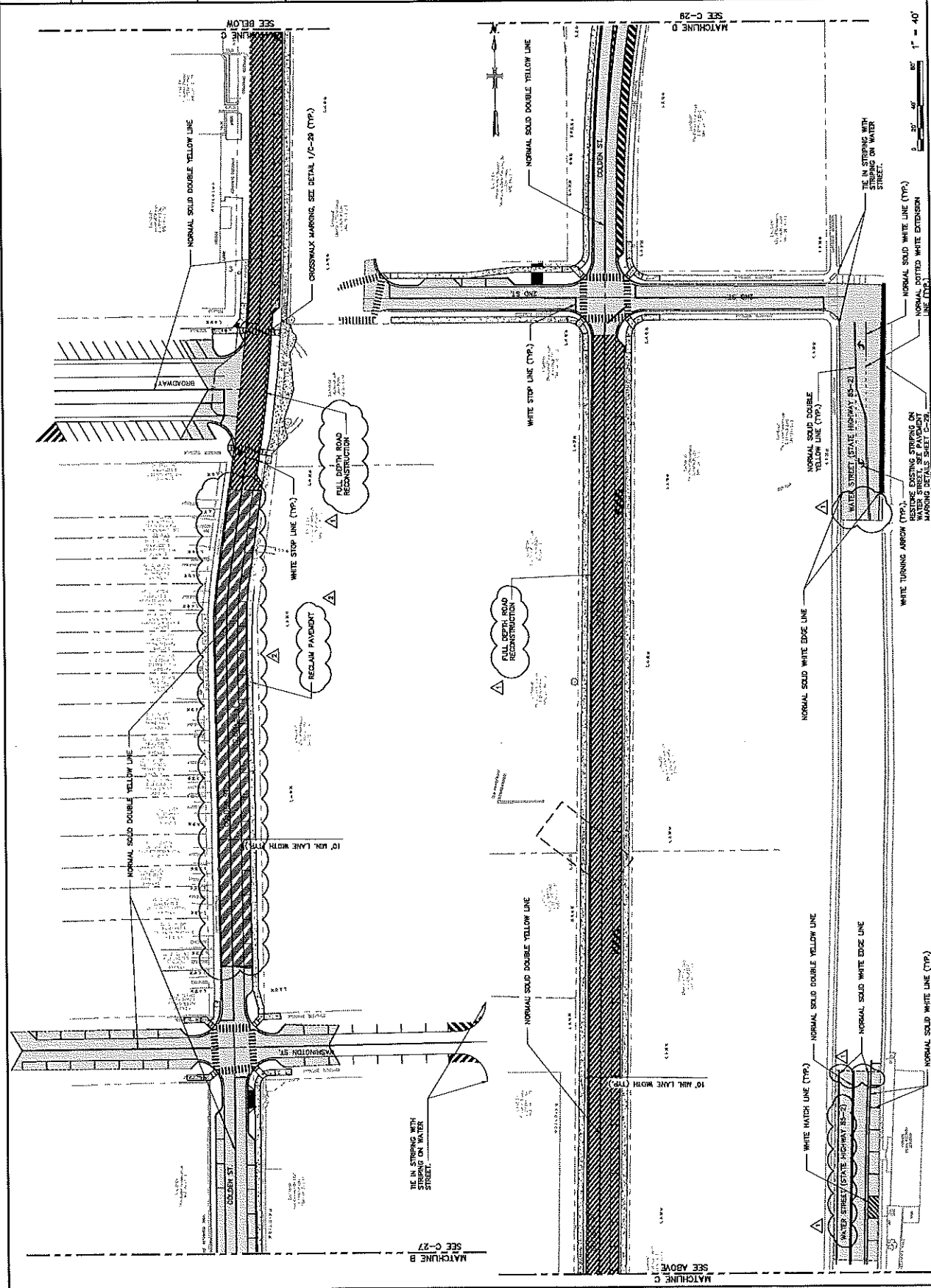
333

80-7

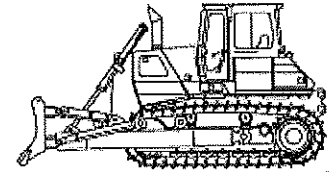
SHEET 11 OF 39

.....





Rental Rate Blue Book®
Caterpillar D4
Standard Crawler Dozers

Size Class:
130 - 159 hp
Weight:
N/A

Configuration for D4

Dozer Type	VPAT	Horsepower	130 hp
Operator Protection	Enclosed cab	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$19,345.00	USD \$5,415.00	USD \$1,355.00	USD \$205.00	USD \$60.99	USD \$170.90
Adjustments						
Region (New York: 104.8%)	USD \$928.56	USD \$259.92	USD \$65.04	USD \$9.84		
Model Year (2023: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
Total:	USD \$20,273.56	USD \$5,674.92	USD \$1,420.04	USD \$214.84	USD \$60.99	USD \$176.18

Non-Active Use Rates

	Hourly
Standby Rate	USD \$56.44
Idling Rate	USD \$128.81

Rate Element Allocation

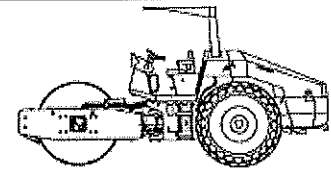
Element	Percentage	Value
Depreciation (ownership)	25%	USD \$4,836.25/mo
Overhaul (ownership)	51%	USD \$9,865.95/mo
CFC (ownership)	13%	USD \$2,514.85/mo
Indirect (ownership)	11%	USD \$2,127.95/mo
Fuel (operating) @ USD 4.25	22%	USD \$13.62/hr

Revised Date: 2nd quarter 2023

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for RAYCHEL ZALOGA
(rzaloga@dacollins.com)

Rental Rate Blue Book®
Caterpillar CS56B
Single Drum Vibratory Compactors

Size Class:
11.5 - 14.4 mt
Weight:
N/A

Configuration for CS56B

Drum Type	Smooth	Drum Width	84.0 in
Power Mode	Diesel		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$17,085.00	USD \$4,785.00	USD \$1,195.00	USD \$180.00	USD \$79.83	USD \$176.90
Adjustments						
Region (New York: 104.1%)	USD \$700.48	USD \$196.18	USD \$48.99	USD \$7.38		
Model Year (2023: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
Total:	USD \$17,785.48	USD \$4,981.19	USD \$1,243.99	USD \$187.38	USD \$79.83	USD \$180.88

Non-Active Use Rates

	Hourly
Standby Rate	USD \$70.74
Idling Rate	USD \$116.45

Rate Element Allocation

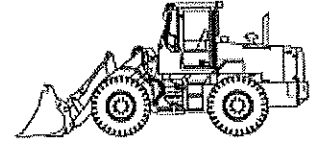
Element	Percentage	Value
Depreciation (ownership)	33%	USD \$5,638.05/mo
Overhaul (ownership)	30%	USD \$5,125.50/mo
CFC (ownership)	20%	USD \$3,417.00/mo
Indirect (ownership)	17%	USD \$2,904.45/mo
Fuel (operating) @ USD 4.25	19%	USD \$15.40/hr

Revised Date: 2nd quarter 2023

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for RAYCHEL ZALOGA
(rzaloga@dacollins.com)

Rental Rate Blue Book®
Caterpillar 950 GC
4-Wd Articulated Wheel Loaders

Size Class:
225 - 249 HP
Weight:
N/A

Configuration for 950 GC

Bucket Capacity	5.8 cu yd	Horsepower	202 hp
Operator Protection	ROPS/FOPS	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$8,435.00	USD \$2,360.00	USD \$590.00	USD \$89.00	USD \$37.72	USD \$85.65
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2022: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$8,435.00	USD \$2,360.00	USD \$590.00	USD \$89.00	USD \$37.72	USD \$85.65

Non-Active Use Rates

	Hourly
Standby Rate	USD \$31.63
Idling Rate	USD \$66.25

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	46%	USD \$3,880.10/mo
Overhaul (ownership)	34%	USD \$2,867.90/mo
CFC (ownership)	7%	USD \$590.45/mo
Indirect (ownership)	13%	USD \$1,096.55/mo
Fuel (operating) @ USD 5.13	49%	USD \$18.32/hr

Revised Date: 2nd quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for RAYCHEL ZALOGA
(rzaloga@dacollins.com)

Rental Rate Blue Book®
Link-Belt 145 X4 SPIN ACE
 Crawler Mounted Hydraulic Excavators

 Size Class:
 14.1 - 16.0 MTons
 Weight:
 N/A

Configuration for 145 X4 SPIN ACE

Bucket Capacity	0.5 - 1.0 cu yd	Horsepower	102 hp
Operating Weight	33600 lbs	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$10,730.00	USD \$3,005.00	USD \$750.00	USD \$115.00	USD \$42.21	USD \$103.18
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2022: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
Total:	USD \$10,730.00	USD \$3,005.00	USD \$750.00	USD \$115.00	USD \$42.21	USD \$103.18

Non-Active Use Rates

	Hourly
Standby Rate	USD \$34.14
Idling Rate	USD \$70.69

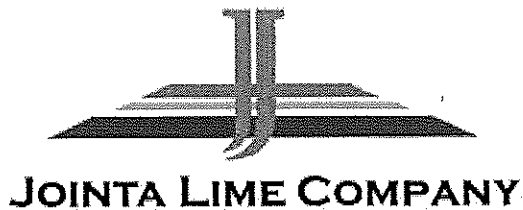
Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	39%	USD \$4,184.70/mo
Overhaul (ownership)	44%	USD \$4,721.20/mo
CFC (ownership)	5%	USD \$536.50/mo
Indirect (ownership)	12%	USD \$1,287.60/mo
Fuel (operating) @ USD 5.13	23%	USD \$9.72/hr

Revised Date: 2nd quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

 The equipment represented in this report has been exclusively prepared for RAYCHEL ZALOGA
 (rzaloga@dacollins.com)



269 Ballard Road
 Wilton, NY 12831
 Phone: (518) 584-2421
 Fax: (518) 584-4382
 www.dacollins.com

To:	Kubricky Construction Company	Contact:	Mark Bacon
Address:	269 Ballard Road Wilton, NY 12831	Phone:	(518) 792-5864
		Fax:	(518) 792-2458
Project Name:	KCC-Change Order-newburgh Interceptor	Bid Number:	2023-XX
Project Location:	Newburgh Project, Newburgh, NY	Bid Date:	2/15/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	25MM Binder Course 2.5" Depth	207.00	TON	\$165.00	\$34,155.00
200	9.5MM Top Course 1.5" Depth	130.00	TON	\$219.00	\$28,470.00
300	Mobilization	1.00	LS	\$5,980.00	\$5,980.00

Total Bid Price: \$68,605.00

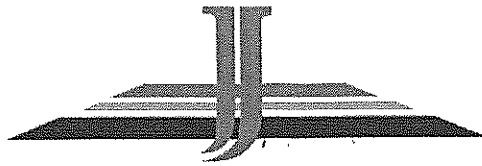
Notes:

- Prices based on Asphalt Index of 605 US Ton, asphalt pricing will be adjusted per NYSDOT specification.
- Excludes: Traffic Control, striping, fine grading
- Includes 1-mobilization, additional mobilizations \$6,000 per each
- Paving Area 430' X 30', Binder @ 2.5" depth, Top @ 1.5" Depth

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Jointa Lime Company Authorized Signature: _____ Estimator: Mark Petramale mpetramale@dacollins.com
--	---



JOINTA LIME COMPANY

269 Ballard Road. Wilton, NY 12831 Phone (518) 584-2421 www.dacollins.com

Quotation

Customer Information:

Attention: Mark Bacon
Company: Kubricky Const Corp
Address: 269 Ballard Road
City, State: Wilton, NY
Phone: 518-792-5864

Project Information:

Bid Number: 23-132
Location: Colden St, Newburgh
County: Orange
Date: 2/6/2023
Email: mbacon@dacollins.com

Item	Quantity	Unit	Description	Unit Price	Total Price
	1	Day	Daily rate for Reclaimer	\$4,950.00	\$4,950.00
	1	Each	Mobilization	\$1,075.00	\$1,075.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total:					\$6,025.00

Exclusions:

Traffic Control, grading, compaction, and excavation around structures
KCC to protect all utilities in reclaim area (Ex. Water valves, DI's, services, junction boxes, etc...)

Inclusions:

SX8e Road Reclaimer, Cutter bits, fuel and operator. Grind pavement in-place in areas accessible to large reclaimer between Washington St and Broadway

Terms:

Quoted prices remain in effect for 30 days
Payment-30 days from date of invoice
Quotation does not include sales tax

Please contact me if you have any questions on my cell phone at (518) 225-8593 or the office at (518) 584-2421.

Mark Petramale

Terms agreed to by:

Date:

RESOLUTION NO.: 207 - 2023

OF

OCTOBER 10, 2023

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND HRP ASSOCIATES, INC. FOR
PROFESSIONAL ENGINEERING AND ENVIRONMENTAL SERVICES FOR
THE CLEANUP SITE LOCATED AT 7-11 JOHNES STREET (N/K/A 9 JOHNES STREET)**

WHEREAS, the City of Newburgh issued Request for Proposals No.: 5.23 seeking proposals professional engineering and environmental services necessary to undertake and complete the selected remedial alternative under the provisions of the New York State Department of Environmental Conservation 1996 Clean Water/Clean Air Bond Act Environmental Restoration Program State Assistance Contract No.: DEC01-C01462GG-33500000 ("DEC Contract") for the cleanup site located at 7-11 Johnes Street (n/k/a 9 Johnes Street); and

WHEREAS, HRP Associates, Inc. provided a qualified response for professional engineering and environmental services that met the needs of the City of Newburgh and the DEC Contract; and

WHEREAS, the contract value shall be an amount not to exceed \$108,892.00, with ninety percent (90%) of said amount being reimbursed through the New York State Department of Environmental Conservation Environmental Restoration Program ("ERP") and ten percent (10%) being paid as a required local match; and

WHEREAS, funding for the local match shall be derived from budget line A.1440.0455; and

WHEREAS, this Council has determined that entering into this agreement is in the best interest 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 enter into an agreement with HRP Associates, Inc. in an amount not to exceed \$108,892.00 for professional engineering and environmental services necessary to undertake and complete the selected remedial alternative under the DEC Contract for the cleanup site located at 7-11 Johnes Street (n/k/a 9 Johnes Street).

207-23

CITY OF NEWBURGH
Services Contract

This contract ("Contract") is made and entered into this _____ day of _____, 2023 ("Effective Date"), by and between the City of Newburgh, a municipal corporation, with an office address of 83 Broadway, Newburgh, New York 12550 ("City"), and HRP Associates, Inc., with an office address of 1 Fairchild Square, Suite 110, Clifton Park, New York 12065, ("Contractor").

WITNESSETH

WHEREAS, the City issued Request for Proposals #5.23 (the "RFP") seeking proposals from qualified and experienced bidders with the capability to provide professional engineering and environmental services, as set forth in the RFP; and

WHEREAS, the City provided notification of the availability of the RFP in accordance with state and local requirements; and

WHEREAS, the RFP set forth the minimum administrative, technical, and cost requirements that a vendor needed to meet to be eligible for consideration to receive an award; and

WHEREAS, Contractor submitted a proposal in response to the RFP, as the same was amended through the procurement process; and

WHEREAS, the City evaluated Contractor's proposal and determined that the Contractor's proposal was among the top five responsive and responsible proposals that offered the best value based on the evaluation criteria as set forth in the RFP;

NOW THEREFORE, in consideration of the terms hereinafter mentioned and also the mutual covenants and obligations moving to each party hereto from the other, the Parties hereby agree as follows:

[Remainder of this page intentionally left blank. Terms and conditions to follow.]

1. APPENDICES AND ATTACHMENTS

1.1. The following appendices and attachments, attached hereto, are hereby expressly made a part of this Contract:

Schedule A – Services and Deliverables
Schedule B – Pricing Matrix

2. SCOPE OF SERVICES

2.1. Contractor shall render all services and deliverables and furnish all materials and equipment necessary to provide the City with services and deliverables more specifically described in **Schedule A** (hereafter “Services”), in a timely and professional manner, using the degree of care, skill, and diligence generally observed by other companies in the industry, and in accordance with the highest professional and industry standards relevant to the Services as reasonably anticipated based on the applicable Scope of Work.

2.2. Contractor will perform all Services. Services shall not be performed by any other person, entity, agency, affiliate, or subcontractor unless approved by the City in writing. Contractor shall remain responsible for the performance of all of its obligations under this Contract, and for the performance by all third parties providing Services herein. Any Contract between Contractor and a permitted subcontractor must contain terms and provisions consistent with those contained in this Contract.

3. RATES AND FEES

3.1. For the Services described in **Schedule A**, Contractor shall be entitled to charge rates and fees as set forth in **Schedule B**.

3.2. Contractor may not charge more than rates and charges set forth in **Schedule B**. Contractor will utilize rates approved by the New York State Department of Environmental Conservation (“NYSDEC”) for personnel working on this project.

3.3. This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the City beyond the monies legally available for the purposes hereof.

3.4. For any additional services proposed or requested, the compensation to be paid will be identified in a supplemental Contract as applicable.

3.5. Payments under this Contract shall be made in arrears of work increment(s) completed to the satisfaction of the City and upon submittal of an invoice to the City. If not otherwise specified, payment for services rendered will be processed within thirty (30) days upon presentation of the invoice.

3.6. At the conclusion of work on a project, Contractor shall submit a final invoice for any remaining amounts due. This invoice shall be prominently identified as 'FINAL INVOICE'.

3.7. Contractor agrees that no charges or claim for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the City may decide, it being understood, however, that the permitting of the Contractor to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein.

4. TERM

4.1. This Contract will commence on the Effective Date and will continue until terminated in accordance with Section 9.

5. CONTRACTOR'S OBLIGATIONS

5.1. Contractor shall:

5.1.1. Apply such time, attention, and reasonable skill and care as may be necessary or appropriate for its proper performance and provision of the Services;

5.1.2. Use industry and proprietary tools and data for the provision of Services that are generally accepted as suited to protect Advertiser's best interests;

5.1.3. Comply with all applicable laws in connection with its performance of Services hereunder;

5.1.4. Comply with all reasonable directions regarding the Services communicated to it from time to time by the City;

5.1.5. Keep confidential materials that are in its possession or control safe and secure;

5.1.6. Deliver all Services by the dates set out in the applicable Scope of Work or any other delivery date(s) agreed by the Parties in writing.

5.2. If at any time Contractor becomes aware that it may not be able to perform or deliver the Services by any date set out in the applicable scope of work (or any other deadline agreed by the Parties in writing), Contractor will promptly notify the City and give details of the reasons for the delay. Unless the delay is caused by Force Majeure, Contractor's failure to perform the Services will represent a material breach of this Contract entitling the City to terminate this Contract and pursue its legal and equitable remedies if the breach.

6. CONFIDENTIAL INFORMATION

- 6.1. Any information provided by the City to Contractor shall be deemed confidential. Contractor shall not disclose any information to a third-party unless authorized by the City in writing.
- 6.2. The obligations contained in this section shall survive the termination or expiration of any relationship between the parties into perpetuity.

7. WORK PRODUCT

- 7.1. Contractors must provide any written records in Word, Excel, PDF or another format acceptable to the City and be able to share documents with the City in electronic format via email or managed file transfer (for larger sized documents) in a manner acceptable to the City.
- 7.2. All records in any form (e.g. written, visual, audio, etc.) produced by the Contractor shall be property of the City. All records produced by the Contractor for the City, or on behalf of the City, shall not be used for any purpose without the City's written consent. At the conclusion of any engagement, either as a result of termination or the natural conclusion of the engagement, all records shall be turned over to the City within 60 days, or as may be extended in writing by the City. Contractor may retain a copy of all work products for Contractor's records as is reasonable and customary.
- 7.3. All information collected or otherwise obtained by the Contractor, the Contractor's staff and all subcontractors in performance under the Contract is proprietary and may not be disclosed to any party other than the City without the City's express written consent.
- 7.4. The obligations contained in this section shall survive the termination or expiration of any relationship between the parties into perpetuity.
- 7.5. Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years from the date of creation or three (3) years after final payment is remitted by the City, whichever is later. Any authorized representatives of the City, New York State, or Federal Government shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for inspection, auditing, and copying.
- 7.6. The City reserves the right to use any work product prepared under this Contract regardless of whether the Contract is terminated or the project is suspended or abandoned. This right allows the City to use these documents in the future for the same project, a modified version of it, or for one that is similar.

8. KEY INDIVIDUALS AND ASSOCIATES

- 8.1. Should Contractor fail to provide at least the staffing mutually agreed upon by the City and Contractor during the term of the Contract, the City will have the right, in addition to any other right set forth herein, to prospectively renegotiate fees in light of any staffing deficiency.
- 8.2. Contractor may allocate suitable associates with appropriate levels of experience and seniority to provide the Services. The composition of Contractor's team assigned to the City and the allocation of their work time will comply with the specifications set forth in the relevant scopes of work.
- 8.3. Contractor will appoint specifically named key individuals to be actively involved in the provision of the Services. Should any key individual leave Contractor's employment or cease to be involved in the provision of Services for any reason Contractor will consult the City and, subject to the City's written approval, appoint a suitable replacement. Any such change in the key individuals will occur with full and timely transfer of know-how at Contractor's sole expense.

9. TERMINATION

- 9.1. The City may terminate this Contract or suspend or abandon Services upon fourteen (14) days written notice to the Contractor. Contractor may terminate this Contract only if the City substantially fails to perform in accordance with Section 3 of this Contract regarding payment for Services. Prior to Contractor terminating this Contract, a Notice of Termination must be given in writing and in accordance with the notice provision in Section 10 (Miscellaneous Provisions), below, to the City that allows the City fourteen (14) days to correct any default. If the default is corrected/cured, Contractor may not terminate this Contract.
- 9.2. In the event the City terminates this Contract, suspends Services more than 180 days, abandons Services, or the Contractor terminates this Contract, the City shall pay to the Contractor full payment for Services performed and expenses incurred under this Contract as follows:
 - 9.2.1. The sum due under Section 3 (Compensation) as shall have become payable because of progress in the work plus a pro-rata portion of the next succeeding and uncompleted step, if any, for services actually rendered by Contractor.
 - 9.2.2. In ascertaining the services actually rendered up to the date of termination of this Contract, or suspension or abandonment Services, consideration will be given by the City to completed work and work in process.
- 9.3. The City may immediately cancel this Contract on notice to Contractor if the City receives information that any work under this Contract conflicts with the provisions of

any applicable law establishing a Code of Ethics for Federal, State or City officers and employees.

10. INSURANCE AND RISK MANAGEMENT

10.1. The parties agree that Contractor, its agents, officers, and employees, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the City.

10.2. Contractor agrees to hold harmless, defend, and indemnify the City, and the officers, agents, and employees of the City from all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the Contractor, its officers, agents, and employees, in the performance of this Contract. This provision shall survive the expiration or termination of this Contract.

10.3. Contractor shall not commence work until the City has received evidence of the insurance policies and/or coverages required in this section and approved the same.

10.4. Contractor shall obtain the following policies and coverages. The insurance furnished by the Contractor under this section shall provide coverage in amounts not less than the following unless a different amount is stated herein:

10.4.1. Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, shall cover work done or to be done by or on behalf of the Contractor and shall provide insurance coverage for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work.

The minimum liability limits shall be as follows:

\$3,000,000	General Aggregate
\$1,000,000	Each Claim - combined single limit for bodily injury and property damage.

10.4.2. Workers' Compensation Insurance, shall include Employer Liability limits of \$1,000,000 and other limits required under New York law.

10.4.3. Professional Liability Insurance (a/k/a Errors and Omissions insurance) on an occurrence basis, shall cover work done or to be done by or on behalf of the Contractor and provide insurance for professional liability in the amount of \$1,000,000 each occurrence. At a minimum Contractor shall obtain and maintain professional liability insurance on a claims-made basis for no less than \$1,000,000 each claim and \$2,000,000 annual aggregate, and certification of coverage shall be submitted to the City upon signing of this

Contract. If the total contract amount exceeds \$1,000,000, the Contractor shall renew and keep such insurance in effect for at least ten (10) years after the recordation of the notice of completion.

- 10.5. Insurers shall be authorized in the State of New York to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or carrier acceptable to the City.
- 10.6. Contractor shall submit to the City certificates of insurance and endorsements to the policies of insurance required by the Contract as evidence of the insurance coverage.
- 10.7. The scope of coverage and deductible shall be shown on the certificate of insurance.
- 10.8. The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the City, and without ten (10) days' notice for non-payment of premium.
- 10.9. Renewal certifications shall be timely filed by the Contractor for coverage until the work is accepted as complete.
- 10.10. Contractor shall notify the City in writing of any material change in insurance coverage.
- 10.11. Insurance policies shall contain, or be endorsed to contain, the following provisions and/or endorsements:
 - 10.11.1. For the general and automobile liability policies, the City of Newburgh, its officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.
 - 10.11.2. For claims related to the work, Contractor's insurance coverage shall be primary insurance as respects the City of Newburgh, their officers, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the City, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.
 - 10.11.3. Each insurance policy required by this section shall state that coverage shall not be canceled, except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City, ten (10) days' notice for non-payment of premium.
 - 10.11.4. The City, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

10.12. Any deductible under any policy of insurance required in this section shall be the Contractor's liability.

10.13. Acceptance of certificates of insurance by the City shall not limit the Contractor's liability under the Contract.

10.14. If the City is damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the City for such damages.

10.15. Contractor's obligations to obtain and maintain required insurance are non-delegable duties under this Contract.

10.16. Contractor's insurances shall be primary in any suit by a third-party that names both the City and Contractor as defendants to an action.

11. MISCELLANEOUS

11.1. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

11.2. Contractor agrees to comply with all applicable Federal, State and City Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, Contractor agrees that neither it nor its sub-Contractors shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract.

11.3. Contractor certifies compliance with providing a drug-free workplace.

11.4. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or

consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- 11.5. Contractor warrants that no officer or employee of the City of Newburgh has received, or shall receive, compensation from the Contractor or subcontractors for work performed in the execution of this Contract, or for any architectural or engineering services, public or private, performed for the Contractor or its subcontractors.
- 11.6. This Contract shall be binding on, and inure to the benefit of, the successors and permitted assigns of the parties.
- 11.7. Contractor may not assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest therein, or its power to execute such Contract, to any other person, company or corporation, without written consent of the City. If this provision is violated, the City may revoke and annul the Contract and the City shall be relieved from all liability and obligations thereunder to the person, company or corporation to whom the Contractor shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the City.
- 11.8. Notice for either party may be served by delivering it in writing via any form of United States Postal Service that contains a tracking number, or by Federal Express, or by United Parcel Service, to the respective party and address as shown on the Contract page.
- 11.8.1. Notice served upon the City shall be delivered to:
- City of Newburgh
attn.: City Manager
83 Broadway
Newburgh, New York 12550
- 11.8.2. Notice served upon Contractor shall be delivered to:
- HRP Associates, Inc.
1 Fairchild Square, Suite 110
Clifton Park, New York 12065
- 11.9. In the event of any claims made or any actions brought against the City in connection with the Contract, Contractor agrees to provide all information and assistance in the City's opinion that is reasonably necessary to defend such Claim.
- 11.10. The State courts located in New York State, County of Orange, shall have exclusive jurisdiction to adjudicate any disputes arising out of or relating to, this Contract. Each party hereto consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of the forum for any reason.

Arbitration shall not be used to resolve any claims, controversies, or disputes between the parties.

11.11. This Contract shall be governed and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws principles that may apply.

11.12. This Contract constitutes the entire Contract between the parties with respect to the subject matter hereof and supersedes all other prior Contracts and understandings, both written and oral, between the parties with respect to the subject matter hereof. Any changes to this Contract may be amended by mutual consent of the parties hereto in writing.

11.13. This Contract may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

11.14. In the event that any provision of this Contract is held to be unenforceable under applicable law, this Contract will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

12. CERTIFICATION FOR FEDERAL OR STATE AID CONTRACTS (IF APPLICABLE)

12.1. Should this Contract, or any portion thereof, be funded with federal or state aid, Contractor certifies, by signing this Contract, to the best of its knowledge and belief, that:

12.1.1. No federal or state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal or state agency, an elected member of federal or state government, an officer or employee of an elected member of federal or state government, in connection with the award of any federal or state contract, the making of any federal or state grant, the making of any federal or state loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.

12.1.2. If any funds other than federal or state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal or state agency, an elected member of federal or state government, an officer or employee of an elected member of federal or state government in connection with this contract, the undersigned shall complete and submit a "Disclosure Form to Report Lobbying," in accordance with its instructions.

12.1.3. The signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):

12.1.3.1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal or state agency;

12.1.3.2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal or state agency within the past three years;

12.1.3.3. Does not have a proposed debarment pending; and

12.1.3.4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
[Signature and Acknowledgment Pages to Follow]

Signature Page

Contract for Professional Services :: RFP No.: 5.23

City of Newburgh with HRP Associates, Inc.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

DATED: _____, 2023

CITY OF NEWBURGH

By: _____

Name: Todd Venning

Title: City Manager

DATED: _____, 2023

HRP Associates, Inc.

By: _____

Name: [Print Name]

Title: [Print Title]

Acknowledgment Page
Contract for Professional Services :: RFP No.: 5.23
City of Newburgh with HRP Associates, Inc.

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

On the ____ day of _____, in the year 2023, 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 _____)

On the ____ day of _____, in the year 2023, before me personally appeared _____, 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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
[Schedules to Follow]



EXPERIENCE AND QUALIFICATIONS

WORK PLAN AND APPROACH

Work Plan

HRP understands that in addition to eliminating any threats to human health and the environment the intent of the remedial process is to bring the site back to productive use. Prior to completing the Remedial design, it is essential to engage stakeholders including the City residents and Community Groups to obtain buy in on future uses. By having a specific use in mind (i.e., a pocket park, mixed use development, etc.) the remedial design can be integrated into the Site plan. This reduces the overall cost of the project as well as the environmental impact by avoiding the need to move material more than once. With that in mind HRP proposes the following approach to the project.

Based on the information provided in the ROD, site history and available information, and HRP's experience with similar projects, we have developed the following Tasks to ensure project and contract success for Newburgh and its stakeholders. We developed the tasks to ensure an efficient and effective completion of this project. For example, prior to developing the Remedial Action Work Plan (RAWP), we will complete a site visit to assess existing site conditions, fitness of the ground water monitoring well network, and historical survey information, as these items will influence the design.

Task 1: Site Inspection and Conceptual Cap Design Meeting

An initial site inspection will be conducted to:

- Evaluate general condition of the Site including existing site cover (area reported to be covered with ~1 foot of quarry stone), presence of block wall (s) and other features that will affect design and work such as condition of slab(s).
- Inspect site for illicit dumping.
- Assess existing ground water monitoring well network of five (5) wells for viability of sampling.
- Evaluate site access for cover construction.
- Identify adjacent structures and population that could be impacted by site preparation and capping construction activities.
- Evaluate site security, drainage features, vegetation.

Following the inspection, HRP will meet with the City to discuss any identified future use or plans for the site, potentially engage with BOA/Community outreach to identify uses and discuss potential cap designs to integrate with City vision, if applicable.

Task 2: Citizen Participation Plan

HRP will prepare and submit a Citizen Participation Plan (CPP) to the NYSDEC within 20 days of execution of the MCG. Since the project is in a neighborhood and the citizens are expected to be actively involved, HRP will utilize Environmental Design and Research (EDR) to assist with preparation of the CPP. EDR is currently involved with the Brownfield Opportunity Area (BOA) and therefore understands Newburgh's needs and concerns. The CPP will be tailored to the site and include methods to identify effected populations and issues, information to be exchanged, potential Environmental Justice (EJ) issues and engage the public.

Task 3: Emerging Contaminant Sampling

As noted in the RFP, the City understands that DEC requires sampling of site media for 1,4-dioxane and PFAS. Therefore, HRP proposes to limit sampling to the five existing ground water monitoring wells for these substances.



EXPERIENCE AND QUALIFICATIONS

At this time, based on the site history we do not expect emerging contaminants to be of concentration that are concerning or impacted the proposed site remedy. However, if they exceed applicable thresholds then HRP will discuss alternatives before proceeding to the additional tasks.

Task 4: Site Survey Base Mapping, If Required

The RFP contains a site survey dated December 2011. If it is determined that site features changed since the survey based on Task 1, or that electronic survey information is not available, HRP may request that a NYS licensed land surveyor be retained to prepare an updated survey that will be used for design purposes, cost estimate preparation, and bid solicitation.

Task 5: Remedial Action Work Plan Development

HRP will prepare a Remedial Action Work Plan for the preparation and installation of a soil cover at the site. The Plan will include:

- Site Layout Plan
- Grading Plan
- Stormwater Management Plan (not anticipated due to project size)
- Erosion and Sedimentation Control Plan (not anticipated due to project size)
- Community Air Monitoring program (CAMP)
- Health and Safety Plan (HASP)
- Vegetation and landscape details
- Specifications related to soil cover.
- Engineers Estimate

As required by the NYSDEC, permits applicable to the project will be cited in the RAWP; application and execution of the permits will be completed in a separate task once the RAWP is accepted.

Task 6: MCG Amendment, If Required

HRP understands that the current MCG is \$73,000, therefore if the engineers estimate exceeds \$73,000, HRP proposes to submit an amended MCG to the NYSDEC to request additional funding.

Task 7: Bid Support

Following NYSDEC's approval of the MCG amended costs, HRP will assist the City in preparation of a bid package for qualified contractors. The bid package will include City and State specifications such as insurance and indemnity requirements, contract documents, bid forms, project information, plans and specifications, anticipated schedules, MWBE requirements, site controls, and other items as applicable. HRP will also host one bid walkthrough with bidders. HRP will provide clarifications, bid amendments, and answer questions in support of the bid process for the City. The submitted bids will be reviewed for compliance with specifications, MWBE contractor abilities, qualification, and costs. Based on the review, HRP will recommend a contractor to the City.

Task 8: Engineering Oversight

HRP will provide construction management and site monitoring activities to ensure the selected contractor implements site preparation and the surface cover system properly and safely in accordance with approved remedial plans and the bid specifications. Observation activities will include but not be limited to observation and documentation of decontamination of construction and equipment; proper filing of waste profile documents and manifests; implementation of specified dust control measures; and observation of remediation activities.



EXPERIENCE AND QUALIFICATIONS

As the construction schedule is not specially known, we have provided an example weekly rate of construction monitoring for budgetary purposes.

Task 9: Site Management Plan

A Site Management Plan (SMP) will be prepared that includes the following:

- Institutional Controls Plan that identifies periodic certification of institutional and engineering controls, allow the use and development of the controlled property for restricted-residential use, restrict the use of groundwater as a source of potable or process water.
- Engineering Control Plan that identifies all use restrictions and engineering control (i.e., periodic inspections, evacuation plans and any vapor mitigation systems required by future investigations or development) and steps necessary for periodic review and certification of institution engineering controls.

Task 10: Final Engineering Report

HRP will complete and submit to the DEC for review and approval a Final Engineering Report, certified by a NY licensed PE, which documents the remediation work was completed in accordance with the contract documents.

Task 11: Project Support

HRP will assist and support the City, as requested, in various activities. Such activities include but are not limited to development of MWBE plan(s), MWBE reporting via the newyorkcontracts.com website, provide technical review and answers to contractor questions, review and approval of contractor invoices, maintain project site inspection documents.

Supplemental Services

HRP is prepared and experienced to provide additional services that may be required to finish the project. These services may include working with legal representatives and City representatives to complete final easement documents, land survey, ground water and soil sampling and testing, and revisions to documents and designs based on Agency, City, and other stakeholder input(s).

Schedule

HRP maintains a comprehensive management control and reporting system that forecasts workloads to identify potential staffing/subcontractor conflicts and bottlenecks, communicates needs and provides responsive solutions to address staffing and project issues. Since this process also identifies staff availability on an ongoing basis, it creates a stopgap measure that allows us to shift staff very quickly to meet a pressing need in a very short period of time. Provided below is a proposed schedule, assuming work starts Week 0.

Task	Schedule*
Task 1: Site Inspection and Conceptual Cap Design Meeting	Week 1
Task 2: Citizen Participation Plan	Week 2
Task 3: Emerging Contaminant Sampling, Results	Week 2; Results by Week 4
Task 4: Site Survey Base Mapping, if Required	Week 4
Task 5: RAWP Development	Week 5-6
Task 5a: Preparation of HASP	Week 2
Task 5b: CAMP	Week 2



EXPERIENCE AND QUALIFICATIONS

Task	Schedule*
Task 5c: Engineer's Estimate	Week 7
RAWP Approval by Agency	By Week 12
Task 6: MCG Amendment	Week 13
MCG Amendment by Agency	Week 14
Task 7: Bid Services - Meeting, Document Preparation	Week 12-14
Task 7a: Bid Support	Week 22
Task 8: Engineering Oversight, weekly rate	Week 26; 6 weeks per Newburgh's estimate
Task 9: Site Management Plan	Week 37
Task 10: Final Engineering Report	Week 45
Task 11: Project Support	As Required

Quality Assurance/Quality Control

HRP maintains a strong commitment to optimizing the quality of our work product through investments in employee hiring and retention process. We strongly believe that having the highest quality technical and professional staff is the greatest determinate of product quality. HRP hires only the most qualified, capable employees and then supports their professional growth with a firm commitment to continuing education and optimal job experience.

Other Critical Issues

Cost Control

Cost control begins with project planning and resourcing. HRP will work with Newburgh to ensure that goals and timelines are understood and achieved. Most importantly, the project budget will be detailed by task, staff and contractor so that the project team will understand the budget and operate within the expectations established. Project hours will be discussed and tracked by the PMs who will report any identified budget concerns immediately.

Contractor Management

The key to controlling subcontractor costs, quality technical performance, and deadlines is to ensure that you have a qualified list of the best subcontractors, project expectation and scope are understood, "tight" Purchase Orders are issued and finally, communications.

HRP routinely evaluates contractor capabilities and expertise to ensure that we are utilizing the best subcontractors available. Following years of implementing this process, we have a master list of qualified, approved subcontractors. For a subcontractor to be approved, a project or senior project-level manager must review the subcontractor's qualifications, insurance, safety record and references to ensure they understand our needs and provide quality work on time.

When subcontractors are contracted to complete an assignment as part of the team, an initial meeting is held to clarify responsibilities, schedule, expectations, chain of communication, and safety issues. Throughout the project weekly status meeting will be conducted. Should a change in the scope occur, the PM will work with the project team to determine how the change will affect the schedule and budget.



EXPERIENCE AND QUALIFICATIONS

Task	Number/Units	Units	Cost Per Unit	Cost
Task 1: Site Inspection and Conceptual Cap Design Meeting				
Task 1 Labor: Project Manager, P.E.	10	Per Hour	\$153.00	\$1,530.00
Task 1 Labor: Senior Engineer	8	Per Hour	\$115.00	\$920.00
Task 1 Expenses: Mileage/Tolls	1	Per Visit	\$188.00	\$188.00
Task 1 Subtotal:				\$2,638.00
Task 2: Citizen Participation Plan				
Task 2 Labor: Project Manager, P.E.	2	Per Hour	\$153.00	\$306.00
Task 2 Labor: Senior Engineer	2	Per Hour	\$115.00	\$230.00
Task 2 Labor: Project Professional	0	Per Hour	\$145.00	\$0.00
Task 2 Subconsultant: EDR, MWBE	1	Lump Sum	\$6,000.00	\$6,000.00
Task 2 Subtotal:				\$6,536.00
Task 3: Emerging Contaminant Sampling				
Task 3 Labor: Project Manager, P.E.	2	Per Hour	\$153.00	\$306.00
Task 3 Labor: Senior Geologist	4	Per Hour	\$175.00	\$700.00
Task 3 Labor: Project Geologist	16	Per Hour	\$99.00	\$1,584.00
Task 3 Expenses: Travel/Tolls/Shipping	1	Per Event	\$531.00	\$531.00
Task 3 Expenses: Laboratory, PFAS, 1,4-Dioxane (5 wells)	1	Per Event	\$3,150.00	\$3,150.00
Task 3 Expenses: Purge Water Disposal	2	Per Drum	\$350.00	\$700.00
Task 3 Subtotal:				\$6,971.00
Task 4: Site Survey Base Mapping, if Required				
Task 4 Labor: Project Manager, P.E.	10	Per Hour	\$153.00	\$1,530.00
Task 4 Labor: Senior Engineer	4	Per Hour	\$115.00	\$460.00
Task 4 Subconsultant: MWBE	1	Lump Sum	\$7,500.00	\$7,500.00
Task 4 Expenses: Mileage/Tolls	1	Lump Sum	\$188.00	\$188.00
Task 4 Subtotal:				\$9,678.00
Task 5: RAWP Development				
Task 5 Labor: Project Manager, P.E.	30	Per Hour	\$153.00	\$4,590.00
Task 5 Labor: Senior Engineer	20	Per Hour	\$115.00	\$2,300.00
Task 5 Labor: Project Engineer	8	Per Hour	\$110.00	\$880.00
Task 5a: Preparation of HASP				
Task 5 Labor: Project Manager, P.E.	1	Per Hour	\$153.00	\$153.00
Task 5 Labor: Senior Engineer	1	Per Hour	\$130.00	\$130.00
Task 5 Labor: Project Professional	2	Per Hour	\$99.00	\$198.00



EXPERIENCE AND QUALIFICATIONS

Task	Number/Units	Units	Cost Per Unit	Cost
Task 5b: CAMP				
Task 5b Labor: Project Manager, P.E.	1	Per Hour	\$153.00	\$153.00
Task 5b Labor: Senior Engineer	4	Per Hour	\$115.00	\$460.00
Task 5b Labor: Project Professional	6	Per Hour	\$99.00	\$594.00
Task 5c: Engineer's Estimate				
Task 5c Labor: Project Manager, P.E.	4	Per Hour	\$153.00	\$612.00
Task 5c Labor: Senior Engineer	10	Per Hour	\$115.00	\$1,150.00
Task 5, 5a, 5b, and 5c Subtotal:				\$11,220.00
Task 6: MCG Amendment				
Task 6 Labor: Project Manager, P.E.	8	Per Hour	\$153.00	\$1,224.00
Task 6 Labor: Senior Engineer	2	Per Hour	\$115.00	\$230.00
Task 6 Labor: Project Professional	1	Per Hour	\$99.00	\$99.00
Task 6 Subtotal:				\$1,553.00
Task 7: Bid Support				
Task 7 Labor: Project Manager, P.E.	20	Per Hour	\$153.00	\$3,060.00
Task 7 Labor: Senior Engineer	24	Per Hour	\$115.00	\$2,760.00
Task 7 Labor: Project Engineer	6	Per Hour	\$110.00	\$660.00
Task 7 Subtotal:				\$6,480.00
Task 7a: Bid Support				
Task 7a Labor: Project Manager, P.E.	8	Per Hour	\$153	\$1,224
Task 7a Labor: Senior Engineer	8	Per Hour	\$115	\$920
Task 7a Labor: Project Engineer	2	Per Hour	\$110	\$220
Task 7a Subtotal:				\$2,364
Task 8: Engineering Oversight, weekly rate				
Task 8 Labor: Project Manager, P.E. (1.5hrs/day)	1	Per Week	\$956.00	\$956.00
Task 8 Labor: Senior Engineer (46 hours per week)	1	Per Week	\$5,290.00	\$5,290.00
Task 8 Expenses: Per Diem	1	Per Week	\$910.00	\$910.00
Task 8 Expenses: Mileage/Tolls	1	Per Week	\$188.00	\$188.00
Task 8 Subtotal:				\$7,344.00
Subtotal Assuming 6 Weeks Oversight				\$44,064.00
Task 9: Site Management Plan				
Task 9 Labor: Project Manager, P.E.	16	Per Hour	\$153.00	\$2,448.00
Task 9 Labor: Senior Engineer	24	Per Hour	\$115.00	\$2,760.00
Task 9 Labor: Project Professional	8	Per Hour	\$99.00	\$792.00
Task 9 Subtotal:				\$6,000.00



EXPERIENCE AND QUALIFICATIONS

Task	Number/Units	Units	Cost Per Unit	Cost
Task 10: Final Engineering Report				
<i>Task 10 Labor: Project Manager, P.E.</i>	20	Per Hour	\$153.00	\$3,060.00
<i>Task 10 Labor: Senior Engineer</i>	24	Per Hour	\$115.00	\$2,760.00
<i>Task 10 Labor: Project Engineer</i>	8	Per Hour	\$110.00	\$880.00
<i>Task 10 Subtotal:</i>				\$6,700.00
Task 11: Project Support				
<i>Task 11 Labor: Project Manager, P.E.</i>	16	Per Hour	\$153.00	\$2,448.00
<i>Task 11 Labor: Senior Engineer</i>	8	Per Hour	\$115.00	\$920.00
<i>Task 11 Labor: Project Engineer</i>	12	Per Hour	\$110.00	\$1,320.00
<i>Task 11 Subtotal:</i>				\$4,688.00
Grand Total: \$108,892.00				

NOTICE
REQUEST FOR PROPOSALS
for
Professional Services
related to the
Implementation of Selected Remedial Alternative for
Contaminated Site 7-11 Johnes Street (NYSDEC Site Code B00188)
RFP No. 5.23

City of Newburgh, Orange County, New York

Sealed Proposals will be received by the City Comptroller in her office at City Hall, 83 Broadway, 4th Floor, Newburgh, New York 12550, until 12:00 p.m., (local time), **Wednesday, August 2, 2023** for professional services related to the Implementation of Selected Remedial Alternative for Contaminated Site 7-11 Johnes Street.

This Request for Proposal (RFP) and consultant selection process is being conducted to engage a professional design firm/team that will coordinate, perform and/or subcontract an array of professional services to undertake and complete all approved activities necessary to implement the selected remedy under the provisions of the New York State Department of Environmental Conservation (NYSDEC) 1996 Clean Water/Clean Air Bond Act Environmental Restoration Program State Assistance Contract (SAC) DEC01-C01462GG-3350000 for the 7-11 Johnes Street Site, Tax Map No. 46-1-14, NYSDEC Site Code B00188. It is intended that the project specific work plans resulting from this work will become a part of and enforceable under each SAC upon approval by the NYSDEC. Based upon the required criteria, an internal Evaluation Committee shall review and evaluate each Proposal and recommend award be made to a qualified consultant that submits a Proposal that best meets the City's needs.

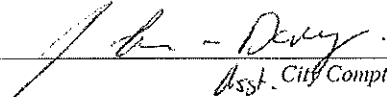
This Request for Proposal, becoming available to the public on Thursday, June 29, 2023, may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: www.BidNetDirect.com/new-york/city-of-newburgh, selecting the "Open Solicitations" tab and title of solicitation. Vendors may have to register if visiting this site for the first time.

Proposals must be submitted in accordance with the requirements and provisions stated in the RFP Document and submitted on or before the specified due date and time. Proposals submitted after the deadline will not be considered. Facsimile or electronic mail submissions will not be accepted. *Vendors are responsible for timely delivery of their Proposals.* There will be no exceptions.

Proposals shall not be withdrawn for a period of forty-five (45) days subsequent to the submission deadline without the consent of the City of Newburgh Comptroller. The City of Newburgh reserves the right to reject any or all Proposals and to waive any informality or technicality in any Proposal deemed to be in the best interest of the City.

BY ORDER OF THE CITY OF NEWBURGH

By: _____


Asst. City Comptroller

Dated: June 28, 2023

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.

REQUEST FOR PROPOSAL

SUBMITTED TO:

Ms. Janice Gaston, City Comptroller
City of Newburgh
Comptroller's Office
83 Broadway, 4th Floor
Newburgh, NY 12550

SUBMITTED BY:

HRP Associates, Inc.
1 Fairchild Square, Suite 110
Clifton Park, NY 12065

DATE:

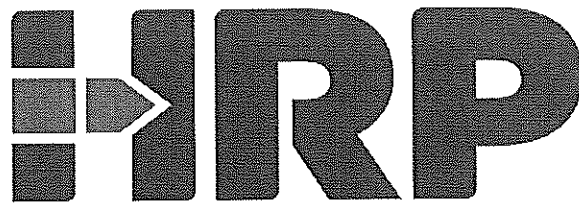
September 11, 2023

COPY

RFP #5.23

PROFESSIONAL SERVICES RELATED TO THE IMPLEMENTATION OF SELECTED REMEDIAL ALTERNATIVE FOR CONTAMINATED SITE 7-11 JONES STREET

City of Newburgh



MOVE YOUR ENVIRONMENT FORWARD

ENVIRONMENTAL | ENGINEERING | COMPLIANCE



September 11, 2023

Attention: Janice Gaston, City Comptroller
City of Newburgh – Comptroller's Office
83 Broadway – 4th Floor
Newburgh, NY 12550

**RE: REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES RELATED TO THE
IMPLEMENTATION OF SELECTED REMEDIAL ALTERNATIVE FOR CONTAMINATED SITE
7-11 JHONES STREET; RFP NO. 5.23**

Dear Ms. Gaston:

HRP Associates, Inc. (HRP) is pleased to submit our response to the city of Newburgh's (Newburgh) Request for Proposal No. 5.23 for Professional Services related to the implementation of Selected Remedial Alternative for Contaminated Site 7-11 Jhones Street. This proposal was updated in response to a request HRP received on September 6, 2023 from Newburgh. HRP, a NYS licensed engineering and geology firm, has been rooted in the assessment, investigation, and remediation of environmental contamination since our founding in 1982.

HRP understands that Newburgh intends to procure a professional design firm to coordinate and perform required activities to design and oversee the installation of an engineered cap at the subject site including the completion of a Remedial Action Workplan (RAWP), contractor bid document, bid and MWBE compliance assistance, contract administration and a final engineering report. It is important to note that based on our review of available documents the selected NYSDEC remedial alternative had an estimated cost of \$73,000 in 2017 and requested emerging contaminant sampling. We anticipate that once the soil cap design is finalized, the engineer's cost estimate will exceed the 2017 estimate, therefore we expect that an MCG amendment will need to be submitted to the NYSDEC to request additional funds. Further, the selected remedy allows for the installation of paved surface parking areas, sidewalks, or soil cover, therefore HRP will request that Newburgh identify future site use so the selected cover will accommodate the selected use. HRP will also provide additional professional services, as necessary and requested, to support the project's success. As requested, the following individual will be authorized to contractually bind bid the firm and negotiate a contract with the City.

Daniel Titus, CEO
HRP Associates, Inc.
197 Scott Swamp Rd
Farmington, CT 06032
Dan.titus@hrpassociates.com; 203-380-1395

We appreciate the opportunity to submit this package.

Sincerely,
HRP Associates, Inc.

Thomas S. Seguljic, PE, PG
Principal

Contents

Experience and Qualifications

- Project Understanding
- Firm's Experience
- Work Plan and Approach
- Schedule
- References
- Cost

Brownfield Experience

Key Staff Resumes

Certificate of Insurance

Forms Required For Submission

- Affidavit of Non-Collusion Certificate
- Certification of Compliance with the Iranian Divestment Act

Section Page

1	1
	2
	3
	6
	9
	9
2	13
3	19
4	25
5	
	26
	27



Experience and Qualifications

SECTION 1



EXPERIENCE AND QUALIFICATIONS

INTRODUCTION

HRP Associates, Inc. (HRP) understands that Newburgh intends to procure a qualified environmental consultant/engineer to complete a design-bid-build process for the remediation of 9 Johnes Street (formerly 7-11 Johnes Street), a vacant 0.18-acre parcel. The site, located in a mixed-use area of light industrial, commercial, and residential parcels, was utilized by a dry cleaner from 1954 till 1994. Reportedly, underground tanks and 352 tons of associated cleaning solvent and petroleum contaminated soils were removed. Following the contaminated soil removal, a remedial investigation (RI) was completed to define the nature and extent of any contamination resulting from previous activities at the site. The investigation determined that semi-volatile volatile organics (SVOCs), lead and mercury are present in shallow soil, volatile organic compounds (VOCs) in subsurface soil, and VOCs in groundwater above applicable NYSDEC standards. Based on investigation results the following actions were selected as the site remediation remedy:

- Removal of the top two (2) feet of soil (est. 250 CY of contaminated soils), to accommodate cover installation, sampling and proper soil management.
- Installation of paved surface parking areas, sidewalks, or a soil cover. Where a soil cover is to be used it will be a minimum of two (2) feet of soil placed over a demarcation layer, with the upper six (6) inches of soil of sufficient quality to maintain a vegetative layer.
- Preparation of Site Management Plan that includes institutional and site management plans that limit site use, use of on-site groundwater, groundwater monitoring, etc.

To achieve these goals, Newburgh is requesting a qualified environmental consultant/engineer to prepare a Remedial Action Work Plan, contractor bid document and provide bid, MWBE compliance assistance, contract administration and Final Engineering Report.

We are excited to utilize our capabilities and experience to assist the City of Newburgh with this project. It is important to note that based on our review of available documents the selected NYSDEC remedial alternative (noted above) had an estimated cost of \$73,000 in 2017 and requested emerging contaminants. We anticipate that once the soil cap design is finalized, the engineer's cost estimate will exceed the 2017 estimate, therefore we expect that an MCG amendment will need to be submitted to the NYSDEC to request additional funds. Further, the selected remedy allows for the installation of paved surface parking areas, sidewalks, or soil cover, therefore HRP will request that Newburgh identify future site use so the selected cover will accommodate the selected use.

FIRM'S EXPERTISE AND PROJECT MANAGEMENT

Experience Remediating Sites

We know remediation. Since our founding in 1982, HRP has been rooted in the assessment, investigation, and remediation of environmental contamination. We bring comprehensive regulatory, site characterization, engineering, and turnkey remediation and construction experience completed under a wide variety of NYSDEC and EPA brownfield programs, including: NYSDEC Environmental Restoration Program (ERP) and Brownfield Cleanup Program (BCP); and EPA Brownfield Cleanup and Revolving Loan Funds (RLFs).

We not only understand the NYSDEC ERP and remediation program, but we have also assisted the NYSDEC with developing Green Remediation policies and remediation decision making matrix for NYSDEC to utilize when implementing various remediation strategies. There is no better testament to our abilities than the fact that we were awarded and are currently completing a seven (7) year \$50M contract to assist the NYSDEC with assessment, remedial design and remediation management at contaminated sites across NYS including design and installation of capping systems. Additionally, a vital component of HRP's remediation approach is our civil engineering staff's



EXPERIENCE AND QUALIFICATIONS

ability to integrate remedial solutions into site design, allowing for site remediation and redevelopment to be completed in one-step, shortening schedules, and reducing costs.

Project Management

To manage this contract, we have assembled a diverse group of knowledgeable and seasoned personnel that will function under a single point of contact for contract administration, public input, remediation planning, and reporting. Our team will consist of a Principal-in-Charge whose primary responsibility is to serve as the point of contact and ensure this project is a priority. The Principal-in-Charge will be assisted by a Project Manager that will assist with staff assignments, interact with the NYSDEC at the project level and ensure that reports are completed on time and to the quality Newburgh deserves. Each of the noted key staff has extensive remediation planning experience, knowledge of the NYSDEC ERP program, strong working relationship with the NYSDEC staff and have collaborated on numerous projects over the past 15 years. Details of key personnel are outlined below.

Thomas Seguljic, PE, PG - Principal-in-Charge - Mr. Seguljic has over 35 years of experience within the environmental consulting industry including remediation of brownfield projects and will:

- Interact with Newburgh and as requested, with the community and NYSDEC.
- Serve as the primary client interface and assist with citizen participation, as requested.

Mr. Seguljic will be assisted by **Mark Wright, PG - Contract Manager**. Mr. Wright has over 20 years of experience performing environmental site assessments, subsurface investigations, and site remediation at a wide variety of municipal, commercial, and industrial properties. He has overseen complex site investigations and remediation at former industrial manufacturing sites, including vacant, underutilized brownfield sites involving building demolition or extensive renovation and redevelopment. Mr. Wright will:

- Meet with Mr. Seguljic, Newburgh and stakeholders to understand needs and provide project updates.
- Coordinate staff and contractors and ensure Green Remediation components are included and tracked.
- Complete Project Administration including invoice review, insurance review, M/WBE compliance, etc.

Mr. Wright will be assisted by staff noted in the table provided in Section 6. In addition, staff resumes are included as Attachment 1.

Staffing and Firm Management

HRP consists of over 130 professionals, including Professional Engineers and Geologists and Licensed Environmental Professionals, supported by staff engineers, geologists and information technology specialists. At any time, HRP manages over 100 projects from single to multiple facilities, and multi-year on-call projects. Due to our staff's flexibility and experience in managing multiple projects, this project would not be a burden. Further, the needs of this project will be integrated into HRP's weekly Operation Meetings when project needs and scheduling are discussed and clarified for the week. During the meeting, which is attended by all Project Managers in person or via phone, all projects, staffing, and resource needs are discussed to ensure projects are completed on time and within budget. Following the meeting, staff calendars are maintained on our company intranet and if necessary, staff are reassigned to meet project needs. With regards to this project the Principal in-Charge, Mr. Thomas Seguljic, PE, PG, has written authority from HRP's CEO to assign staff from any office to this contract.



EXPERIENCE AND QUALIFICATIONS

WORK PLAN AND APPROACH

Work Plan

HRP understands that in addition to eliminating any threats to human health and the environment the intent of the remedial process is to bring the site back to productive use. Prior to completing the Remedial design, it is essential to engage stakeholders including the City residents and Community Groups to obtain buy in on future uses. By having a specific use in mind (i.e., a pocket park, mixed use development, etc.) the remedial design can be integrated into the Site plan. This reduces the overall cost of the project as well as the environmental impact by avoiding the need to move material more than once. With that in mind HRP proposes the following approach to the project.

Based on the information provided in the ROD, site history and available information, and HRP's experience with similar projects, we have developed the following Tasks to ensure project and contract success for Newburgh and its stakeholders. We developed the tasks to ensure an efficient and effective completion of this project. For example, prior to developing the Remedial Action Work Plan (RAWP), we will complete a site visit to assess existing site conditions, fitness of the ground water monitoring well network, and historical survey information, as these items will influence the design.

Task 1: Site Inspection and Conceptual Cap Design Meeting

An initial site inspection will be conducted to:

- Evaluate general condition of the Site including existing site cover (area reported to be covered with ~1 foot of quarry stone), presence of block wall (s) and other features that will affect design and work such as condition of slab(s).
- Inspect site for illicit dumping.
- Assess existing ground water monitoring well network of five (5) wells for viability of sampling.
- Evaluate site access for cover construction.
- Identify adjacent structures and population that could be impacted by site preparation and capping construction activities.
- Evaluate site security, drainage features, vegetation.

Following the inspection, HRP will meet with the City to discuss any identified future use or plans for the site, potentially engage with BOA/Community outreach to identify uses and discuss potential cap designs to integrate with City vision, if applicable.

Task 2: Citizen Participation Plan

HRP will prepare and submit a Citizen Participation Plan (CPP) to the NYSDEC within 20 days of execution of the MCG. Since the project is in a neighborhood and the citizens are expected to be actively involved, HRP will utilize Environmental Design and Research (EDR) to assist with preparation of the CPP. EDR is currently involved with the Brownfield Opportunity Area (BOA) and therefore understands Newburgh's needs and concerns. The CPP will be tailored to the site and include methods to identify effected populations and issues, information to be exchanged, potential Environmental Justice (EJ) issues and engage the public.

Task 3: Emerging Contaminant Sampling

As noted in the RFP, the City understands that DEC requires sampling of site media for 1,4-dioxane and PFAS. Therefore, HRP proposes to limit sampling to the five existing ground water monitoring wells for these substances.



EXPERIENCE AND QUALIFICATIONS

At this time, based on the site history we do not expect emerging contaminants to be of concentration that are concerning or impacted the proposed site remedy. However, if they exceed applicable thresholds then HRP will discuss alternatives before proceeding to the additional tasks.

Task 4: Site Survey Base Mapping, If Required

The RFP contains a site survey dated December 2011. If it is determined that site features changed since the survey based on Task 1, or that electronic survey information is not available, HRP may request that a NYS licensed land surveyor be retained to prepare an updated survey that will be used for design purposes, cost estimate preparation, and bid solicitation.

Task 5: Remedial Action Work Plan Development

HRP will prepare a Remedial Action Work Plan for the preparation and installation of a soil cover at the site. The Plan will include:

- Site Layout Plan
- Grading Plan
- Stormwater Management Plan (not anticipated due to project size)
- Erosion and Sedimentation Control Plan (not anticipated due to project size)
- Community Air Monitoring program (CAMP)
- Health and Safety Plan (HASP)
- Vegetation and landscape details
- Specifications related to soil cover.
- Engineers Estimate

As required by the NYSDEC, permits applicable to the project will be cited in the RAWP; application and execution of the permits will be completed in a separate task once the RAWP is accepted.

Task 6: MCG Amendment, If Required

HRP understands that the current MCG is \$73,000, therefore if the engineers estimate exceeds \$73,000, HRP proposes to submit an amended MCG to the NYSDEC to request additional funding.

Task 7: Bid Support

Following NYSDEC's approval of the MCG amended costs, HRP will assist the City in preparation of a bid package for qualified contractors. The bid package will include City and State specifications such as insurance and indemnity requirements, contract documents, bid forms, project information, plans and specifications, anticipated schedules, MWBE requirements, site controls, and other items as applicable. HRP will also host one bid walkthrough with bidders. HRP will provide clarifications, bid amendments, and answer questions in support of the bid process for the City. The submitted bids will be reviewed for compliance with specifications, MWBE contractor abilities, qualification, and costs. Based on the review, HRP will recommend a contractor to the City.

Task 8: Engineering Oversight

HRP will provide construction management and site monitoring activities to ensure the selected contractor implements site preparation and the surface cover system properly and safely in accordance with approved remedial plans and the bid specifications. Observation activities will include but not be limited to observation and documentation of decontamination of construction and equipment; proper filing of waste profile documents and manifests; implementation of specified dust control measures; and observation of remediation activities.



EXPERIENCE AND QUALIFICATIONS

As the construction schedule is not specially known, we have provided an example weekly rate of construction monitoring for budgetary purposes.

Task 9: Site Management Plan

A Site Management Plan (SMP) will be prepared that includes the following:

- Institutional Controls Plan that identifies periodic certification of institutional and engineering controls, allow the use and development of the controlled property for restricted-residential use, restrict the use of groundwater as a source of potable or process water.
- Engineering Control Plan that identifies all use restrictions and engineering control (i.e., periodic inspections, evacuation plans and any vapor mitigation systems required by future investigations or development) and steps necessary for periodic review and certification of institution engineering controls.

Task 10: Final Engineering Report

HRP will complete and submit to the DEC for review and approval a Final Engineering Report, certified by a NY licensed PE, which documents the remediation work was completed in accordance with the contract documents.

Task 11: Project Support

HRP will assist and support the City, as requested, in various activities. Such activities include but are not limited to development of MWBE plan(s), MWBE reporting via the newyorkcontracts.com website, provide technical review and answers to contractor questions, review and approval of contractor invoices, maintain project site inspection documents.

Supplemental Services

HRP is prepared and experienced to provide additional services that may be required to finish the project. These services may include working with legal representatives and City representatives to complete final easement documents, land survey, ground water and soil sampling and testing, and revisions to documents and designs based on Agency, City, and other stakeholder input(s).

Schedule

HRP maintains a comprehensive management control and reporting system that forecasts workloads to identify potential staffing/subcontractor conflicts and bottlenecks, communicates needs and provides responsive solutions to address staffing and project issues. Since this process also identifies staff availability on an ongoing basis, it creates a stopgap measure that allows us to shift staff very quickly to meet a pressing need in a very short period of time. Provided below is a proposed schedule, assuming work starts Week 0.

Task	Schedule*
Task 1: Site Inspection and Conceptual Cap Design Meeting	Week 1
Task 2: Citizen Participation Plan	Week 2
Task 3: Emerging Contaminant Sampling, Results	Week 2; Results by Week 4
Task 4: Site Survey Base Mapping, if Required	Week 4
Task 5: RAWP Development	Week 5-6
Task 5a: Preparation of HASP	Week 2
Task 5b: CAMP	Week 2



EXPERIENCE AND QUALIFICATIONS

Task	Schedule*
Task 5c: Engineer's Estimate	Week 7
RAWP Approval by Agency	By Week 12
Task 6: MCG Amendment	Week 13
MCG Amendment by Agency	Week 14
Task 7: Bid Services - Meeting, Document Preparation	Week 12-14
Task 7a: Bid Support	Week 22
Task 8: Engineering Oversight, weekly rate	Week 26; 6 weeks per Newburgh's estimate
Task 9: Site Management Plan	Week 37
Task 10: Final Engineering Report	Week 45
Task 11: Project Support	As Required

Quality Assurance/Quality Control

HRP maintains a strong commitment to optimizing the quality of our work product through investments in employee hiring and retention process. We strongly believe that having the highest quality technical and professional staff is the greatest determinate of product quality. HRP hires only the most qualified, capable employees and then supports their professional growth with a firm commitment to continuing education and optimal job experience.

Other Critical Issues

Cost Control

Cost control begins with project planning and resourcing. HRP will work with Newburgh to ensure that goals and timelines are understood and achieved. Most importantly, the project budget will be detailed by task, staff and contractor so that the project team will understand the budget and operate within the expectations established. Project hours will be discussed and tracked by the PMs who will report any identified budget concerns immediately.

Contractor Management

The key to controlling subcontractor costs, quality technical performance, and deadlines is to ensure that you have a qualified list of the best subcontractors, project expectation and scope are understood, "tight" Purchase Orders are issued and finally, communications.

HRP routinely evaluates contractor capabilities and expertise to ensure that we are utilizing the best subcontractors available. Following years of implementing this process, we have a master list of qualified, approved subcontractors. For a subcontractor to be approved, a project or senior project-level manager must review the subcontractor's qualifications, insurance, safety record and references to ensure they understand our needs and provide quality work on time.

When subcontractors are contracted to complete an assignment as part of the team, an initial meeting is held to clarify responsibilities, schedule, expectations, chain of communication, and safety issues. Throughout the project weekly status meeting will be conducted. Should a change in the scope occur, the PM will work with the project team to determine how the change will affect the schedule and budget.



EXPERIENCE AND QUALIFICATIONS

RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

Mr. Wright will be assisted by the key personnel noted in the table below. In addition, key personnel resumes are attached.

Name/Position	Responsibilities	Summary of Qualifications
Glenn Netuschil, PE, Senior Project Manager	- Remedial Action Work Plan - Bid Review - Final Engineering Report	Mr. Netuschil has over 30 years of experience in the environmental field. His experience includes the design of soil capping, soil and groundwater remediation systems, construction cost estimating, preparation of contractor bid documents and specifications, construction oversight and project management, engineering oversight, and pilot studies.
Kevin McNally, PE Project Manager	- Bid Document Preparation - Plan preparation including Health and safety. - Community Air monitoring - Site Management Plan	Kevin McNally has ten years of experience in the environmental consulting industry. His project experience includes site due diligence, site investigation, remedial design specification and bid document preparation at a variety of chlorinated solvent, petroleum, and PCB contaminated sites. Kevin has experience implementing a variety of remedial approaches including excavation and disposal, engineered cap systems, institutional controls, and active remedial systems.
James Charter, Senior Geologist	- PFAS Sampling - Construction Observation	Mr. Charter, with over 15 years of experience conducting and managing environmental construction projects, investigations, remedial actions, remedial action plans, and remediation activities at a variety of sites, including manufacturing, retail, commercial, state and federal facilities, and vacant parcels. The size and scope of the investigations has ranged from 1/4-acre vacant sites to manufacturing plants of over 50 acres where plant operations were ongoing.
Lisa C. Nagle, AICP, RLA/EDR	- Community Participation - Consensus Building	Ms. Nagle, who is assisting with completion of Newburgh's Brownfield Opportunity Area (BOA) program, will be responsible for tailoring project specific objectives and utilizing innovative technologies to facilitate public input. Ms. Nagle, an accomplished rural, urban, and regional planner with exceptional experience in managing complex brownfields redevelopment projects, has 25 years of experience. She has successfully collaborated with communities to bring about meaningful "shifts" to stimulate economic development. Her deep understanding of brownfield redevelopment issues and community visioning has enabled her to assist with building community census when necessary.



EXPERIENCE AND QUALIFICATIONS

WORKFORCE ALLOCATION

HRP has provided a detailed workforce allocation in the cost portion of section 1. HRP has estimated workforce hours for the environmental and engineering employee classifications expected to be utilized to complete the project.

STAFF AVAILABILITY

Workload assessment and adjustments are conducted at weekly Operation Meetings where backlog, project requirements, and resource allocation are discussed. Justification for additional resources will be based on backlog, technical, and/or managerial needs. We have additional resources, not included on the Staffing Plan, which could be relied upon for this Contract. HRP uses Plantifi to project time utilization and staffing needs. Our experience is that time utilization projections are reasonably accurate within a six (6) month look ahead. To evaluate our capacity to absorb this contract, we analyzed our time utilization over the next 12 months. HRP's goal is to maintain our technical staff at 85% billable, based on a 40-hour week, allowing for professional development and administrative tasks. This equates to approximately 15,640 hours per month. HRP is forecasting an average time utilization of roughly 75% during the third quarter of 2023 and a time utilization of 59% during the fourth quarter. This projection demonstrates that HRP has the capacity to absorb work assignments on this contract.

This evaluation does not include overtime work capacity. It is common in the environmental engineering business to work an additional 5 to 10 hours per week when necessary to meet project demands. This contributes an additional capacity of 4,600 hours per month as needed, allowing HRP to fully dedicate several employees to this contract.

IN-HOUSE VS. SUBCONTRACTED SERVICES

Tasks	Firm Providing	Person Responsible
Task 1: Site Inspection and Conceptual Cap Design Meeting	HRP	Glenn Netuschil, PE
Task 2: Citizen Participation Plan	EDR, MWBE	Lisa Nagle
Task 3: Emerging Contaminant Sampling	HRP and Hampton Clark (WBE)	James Charter, Sample Analysis
Task 4: Site Survey Base Mapping, If Required	Surveyor Determined via Bid, MWBE	
Task 5: Remedial Action Work Plan Development and Support Documents	HRP	Glenn Netuschil, PE Kevin McNally, PE
Task 6: MCG Amendment, if Required	HRP	Mark Wright, PG
Task 7: Bid Support	HRP	Glenn Netuschil, PE
Task 8: Engineering Oversight	HRP	James Charter
Task 9: Site Management Plan	HRP	Glenn Netuschil, PE
Task 10: Final Engineering Report	HRP	Glenn Netuschil, PE
Task 11: Project Support	HRP	Mark Wright, PG

TEAM EXPERIENCE

Provided below in the Reference Section are projects of similar size and scope that HRP completed since 2021. In addition, attached is a summary of Brownfield and remediation projects HRP has completed in the past 5 years.



EXPERIENCE AND QUALIFICATIONS

REFERENCES

Point of Contact	Project
Client Name: NYSDEC Robert Strang Project Manager 518-402-8642 robert.strang@dec.ny.gov Completed 2021-2023	Matt Brewer Oil Remedial Design & Management NYSDEC Project 915 East Market Elmira, NY HRP completed Site Remediation design (excavation and capping), remedial construction oversight, and reporting.
Client Name: James Kruegler, Project Manager NYSDEC 625 Broadway Albany NY (518) 402-9819 James.Kruegler@dec.ny.gov	Raeco Products Remedial Design & Management NYSDEC Project 24 Spencer Street Rochester, NY 14608 HRP completed Site remediation design (excavation and capping), remedial construction oversight, and reporting.
Mr. Vincent DeSantis - Mayor City of Gloversville 3 Frontage Road Gloversville, NY 12078 518-773-4551 vdesantis@cityofgloversville.com Started April 2023 scheduled for completion October 2023	Pan American Remedial Design & Management ERP Grant 312 W. Fulton Street Gloversville, NY 12078 HRP completed Site Remediation design (excavation and capping), remedial construction oversight, and reporting.

COST

As indicated in the RFP, HRP has developed a proposed fee for professional services including a complete summary of the estimated number of hours, schedule of hourly rates for each classification, and total not-to-exceed cost for the Scope of Services to be performed. The summary table is attached and has been prepared to show titles, rates, and estimated hours for each task described, for ease of review by the City.

Please note that DEC requires professional services to be provided at rates approved by the State. HRP has approved current rates with NYSDEC and has utilized these in our cost estimate preparation.



EXPERIENCE AND QUALIFICATIONS

Task	Number/Units	Units	Cost Per Unit	Cost
Task 1: Site Inspection and Conceptual Cap Design Meeting				
Task 1 Labor: Project Manager, P.E.	10	Per Hour	\$153.00	\$1,530.00
Task 1 Labor: Senior Engineer	8	Per Hour	\$115.00	\$920.00
Task 1 Expenses: Mileage/Tolls	1	Per Visit	\$188.00	\$188.00
Task 1 Subtotal:				\$2,638.00
Task 2: Citizen Participation Plan				
Task 2 Labor: Project Manager, P.E.	2	Per Hour	\$153.00	\$306.00
Task 2 Labor: Senior Engineer	2	Per Hour	\$115.00	\$230.00
Task 2 Labor: Project Professional	0	Per Hour	\$145.00	\$0.00
Task 2 Subconsultant: EDR, MWBE	1	Lump Sum	\$6,000.00	\$6,000.00
Task 2 Subtotal:				\$6,536.00
Task 3: Emerging Contaminant Sampling				
Task 3 Labor: Project Manager, P.E.	2	Per Hour	\$153.00	\$306.00
Task 3 Labor: Senior Geologist	4	Per Hour	\$175.00	\$700.00
Task 3 Labor: Project Geologist	16	Per Hour	\$99.00	\$1,584.00
Task 3 Expenses: Travel/Tolls/Shipping	1	Per Event	\$531.00	\$531.00
Task 3 Expenses: Laboratory, PFAS, 1,4-Dioxane (5 wells)	1	Per Event	\$3,150.00	\$3,150.00
Task 3 Expenses: Purge Water Disposal	2	Per Drum	\$350.00	\$700.00
Task 3 Subtotal:				\$6,971.00
Task 4: Site Survey Base Mapping, if Required				
Task 4 Labor: Project Manager, P.E.	10	Per Hour	\$153.00	\$1,530.00
Task 4 Labor: Senior Engineer	4	Per Hour	\$115.00	\$460.00
Task 4 Subconsultant: MWBE	1	Lump Sum	\$7,500.00	\$7,500.00
Task 4 Expenses: Mileage/Tolls	1	Lump Sum	\$188.00	\$188.00
Task 4 Subtotal:				\$9,678.00
Task 5: RAWP Development				
Task 5 Labor: Project Manager, P.E.	30	Per Hour	\$153.00	\$4,590.00
Task 5 Labor: Senior Engineer	20	Per Hour	\$115.00	\$2,300.00
Task 5 Labor: Project Engineer	8	Per Hour	\$110.00	\$880.00
Task 5a: Preparation of HASP				
Task 5 Labor: Project Manager, P.E.	1	Per Hour	\$153.00	\$153.00
Task 5 Labor: Senior Engineer	1	Per Hour	\$130.00	\$130.00
Task 5 Labor: Project Professional	2	Per Hour	\$99.00	\$198.00



EXPERIENCE AND QUALIFICATIONS

Task	Number/Units	Units	Cost Per Unit	Cost
Task 5b: CAMP				
Task 5b Labor: Project Manager, P.E.	1	Per Hour	\$153.00	\$153.00
Task 5b Labor: Senior Engineer	4	Per Hour	\$115.00	\$460.00
Task 5b Labor: Project Professional	6	Per Hour	\$99.00	\$594.00
Task 5c: Engineer's Estimate				
Task 5c Labor: Project Manager, P.E.	4	Per Hour	\$153.00	\$612.00
Task 5c Labor: Senior Engineer	10	Per Hour	\$115.00	\$1,150.00
Task 5, 5a, 5b, and 5c Subtotal:				\$11,220.00
Task 6: MCG Amendment				
Task 6 Labor: Project Manager, P.E.	8	Per Hour	\$153.00	\$1,224.00
Task 6 Labor: Senior Engineer	2	Per Hour	\$115.00	\$230.00
Task 6 Labor: Project Professional	1	Per Hour	\$99.00	\$99.00
Task 6 Subtotal:				\$1,553.00
Task 7: Bid Support				
Task 7 Labor: Project Manager, P.E.	20	Per Hour	\$153.00	\$3,060.00
Task 7 Labor: Senior Engineer	24	Per Hour	\$115.00	\$2,760.00
Task 7 Labor: Project Engineer	6	Per Hour	\$110.00	\$660.00
Task 7 Subtotal:				\$6,480.00
Task 7a: Bid Support				
Task 7a Labor: Project Manager, P.E.	8	Per Hour	\$153	\$1,224
Task 7a Labor: Senior Engineer	8	Per Hour	\$115	\$920
Task 7a Labor: Project Engineer	2	Per Hour	\$110	\$220
Task 7a Subtotal:				\$2,364
Task 8: Engineering Oversight, weekly rate				
Task 8 Labor: Project Manager, P.E. (1.5hrs/day)	1	Per Week	\$956.00	\$956.00
Task 8 Labor: Senior Engineer (46 hours per week)	1	Per Week	\$5,290.00	\$5,290.00
Task 8 Expenses: Per Diem	1	Per Week	\$910.00	\$910.00
Task 8 Expenses: Mileage/Tolls	1	Per Week	\$188.00	\$188.00
Task 8 Subtotal:				\$7,344.00
Subtotal Assuming 6 Weeks Oversight				\$44,064.00
Task 9: Site Management Plan				
Task 9 Labor: Project Manager, P.E.	16	Per Hour	\$153.00	\$2,448.00
Task 9 Labor: Senior Engineer	24	Per Hour	\$115.00	\$2,760.00
Task 9 Labor: Project Professional	8	Per Hour	\$99.00	\$792.00
Task 9 Subtotal:				\$6,000.00



EXPERIENCE AND QUALIFICATIONS

Task	Number/Units	Units	Cost Per Unit	Cost
Task 10: Final Engineering Report				
<i>Task 10 Labor: Project Manager, P.E.</i>	20	Per Hour	\$153.00	\$3,060.00
<i>Task 10 Labor: Senior Engineer</i>	24	Per Hour	\$115.00	\$2,760.00
<i>Task 10 Labor: Project Engineer</i>	8	Per Hour	\$110.00	\$880.00
<i>Task 10 Subtotal:</i>				\$6,700.00
Task 11: Project Support				
<i>Task 11 Labor: Project Manager, P.E.</i>	16	Per Hour	\$153.00	\$2,448.00
<i>Task 11 Labor: Senior Engineer</i>	8	Per Hour	\$115.00	\$920.00
<i>Task 11 Labor: Project Engineer</i>	12	Per Hour	\$110.00	\$1,320.00
<i>Task 11 Subtotal:</i>				\$4,688.00
Grand Total: \$108,892.00				



Brownfield Experience

SECTION 2



BROWNFIELD EXPERIENCE

Herkimer County IDA EPA Brownfield Assessment Grant \$200,000 John Piseck, Chief Executive Officer; 315-866-3000; jpiseck@herkimercountyida.org	
Project Summary: HRP and Elan worked with the Herkimer County IDA to initiate a Brownfield redevelopment program. This project was initiated in 2017 with HRP's preparation of an EPA Brownfield Assessment Grant Application on behalf of the Herkimer County IDA. The grant was awarded in 2018. HRP worked with Herkimer County IDA to identify, inventory, and assess Brownfields throughout the county. Grant activities were closed in 2021, though most recently HRP has assisted Herkimer County IDA in the application of a second grant which was awarded in the amount of \$500,000 in May 2022.	
Scope of Work	Personnel
Site Characterization and Assessment Activities: Identified 152 Brownfields, assessed 55 Brownfield sites, completed Phase I's on three sites and Phase II's on three sites.	Mark Wright, James Charter, Stefan Truex/HRP
Brownfields Marketing: Developed Brownfield site fact sheets to showcase key sites to be presented at the region-wide Mohawk Valley Brownfields Developer Summit's 2021 virtual event and 2022 event in person.	Thomas Seguljic/HRP, Lisa Nagle/Elan
Community Outreach: Established Brownfields Redevelopment Taskforce, to engage stakeholders, held five public outreach meetings to provide progress updates, obtain community input and respond to public comments.	Thomas Seguljic/HRP
Brownfield Redevelopment Planning: Conducted public outreach to identify key sites, future uses and potential disposition strategies for each of the sites. Developed detailed redevelopment and disposition plans for the highest priority Doufold site.	Thomas Seguljic/HRP
Reporting: Completed quarterly reports required by EPA, uploaded site data to EPA ACRES system, developed workplan and QAP in accordance with EPA requirements, and obtained input and signoffs from NYSDEC when necessary.	Mark Wright, Darlene Lisa/HRP
Highlighted Accomplishments	
The Herkimer County IDA, through public outreach, market studies and environmental assessments identified and moved forward on five priority redevelopment sites: • Duofold Site, Ilion - Completed Remedial Investigation including receipt of notice from NYSDEC stating the site has been thoroughly investigated. Developed clean-up plan, and conceptual redevelopment plan. HRP and Herkimer County IDA are currently working with the Village of Ilion to pursue clean-up funding from former site operators. • Town of Webb Former Maintenance Garage - Former 94-acre maintenance facility to be redeveloped as 40-unit work force housing (the Town is sending out RFP). Estimated \$4M investment. • Bills School, Herkimer - Former 0.88- acre school to be redeveloped as affordable housing and co-working space for low-income individuals. The project is estimated to have a value of \$2.5M. • Frankfort Town Hall - 2.2-acre former town hall to be redeveloped as affordable housing. The project is estimated to have a value of \$1.5M. • HM Quackenbush, Herkimer - Former 1.5-acre manufacturing site to be developed as a STEAM facility. The project is estimated to have a value of \$3M.	



BROWNFIELD EXPERIENCE

City of Gloversville EPA Brownfield Assessment Grant, \$300,000; and Brownfield Opportunity Area Nomination Study, \$225,000 Mayor Vincent DeSantis, City of Gloversville; 518-773-4551; vdesantis@cityofgloversville.com	
Project Summary: HRP, Elan and MRB worked with the City of Gloversville to initiate a Brownfield redevelopment program. This project began in 2019 with HRP's and HRP/Elan preparation of EPA Brownfield Assessment and NYS BOA grant applications, respectively, on behalf of the City. The grants were awarded in 2020 and allowed HRP and Elan to work cooperatively to identify, inventory, and assess Brownfields throughout the City. Through the assessment process, the Cayadutta Creek Corridor, Tradition Leather, Decca Records and Reisdorph Tannery sites were identified as priority areas for redevelopment. HRP completed site investigations to determine the degree and extent of contamination while Elan collaborated with the community to identify the site's highest and best use and create property sheets to showcase site for potential developers. Initial Assessment Grant activities were closed in 2022. Based on the success of the initial EPA Brownfield Assessment Grant, HRP assisted Gloversville in an application for a second EPA Brownfield Assessment Grant. As a result, Gloversville was awarded an additional \$500,000 EPA Brownfield Assessment grant in May 2022.	
Scope of Work	Personnel
Site Characterization and Assessment Activities: Identified 168 abandoned, dilapidated, idle, and vacant industrial sites in Gloversville including 47 Brownfields encompassing 128 acres, completed Phase I's on 25 sites and Phase II's on two sites.	Mark Wright, James Charter, Stefan Truex/HRP
Brownfields Marketing: Created Brownfield site fact sheets to showcase key sites to be presented at the region-wide Mohawk Valley Brownfields Developer Summit 2021 virtual event and 2022 in-person event.	Thomas Seguljic/HRP, Lisa Nagle/Elan
Community Outreach: Established Brownfields Redevelopment Taskforce to engage stakeholders, held six public outreach meetings to provide progress updates, obtained community input and responded to public comments. Outreach activities continue under the BOA Nomination Study.	Lisa Nagle /Elan Thomas Seguljic, Mark Wright /HRP
Brownfield Redevelopment Planning: Identified eight key redevelopments sites/areas, for each site developed a reuse plan including completion of market analysis and public outreach to identify future use, and clean-up plans. Planning for these sites continues under the implementation of the BOA Nomination Study.	Mike N'dolo/MRB Lisa Nagle /Elan
Reporting: Completed quarterly reports required by the EPA, uploaded site data to the EPA ACRES system, developed workplan and QAP in accordance with EPA requirements. Obtained input and signoffs from NYSDEC when necessary.	Mark Wright, Darlene Lisa/HRP
Highlighted Accomplishments	
During the assessment process, with input from the public, the City identified eight priority sites for redevelopment. Each of the sites is being maneuvered through the Brownfield redevelopment process: • Wood & Hyde – Redevelopment of 6.2-acre former tannery as a DPW garage. Investment is \$1.1M • 52 Church Street – Redevelopment of 2.9-acre former commercial site subsidized housing. Investment is \$22M • 129 South Main Street – Environmental hazards have been addressed on this former gasoline station. Sale is pending for the redevelopment of the site as retail space in an underserved section of the City. • Reisdorph Tannery - Created clean-up and redevelopment plans to develop the former tannery site into a bike park. Assisted the City in the application for an EPA clean-up grant. • Tradition Leather - Redevelopment and clean-up planning is underway. A community need for mixed residential and recreational land use has been identified. Economic and clean-up planning are underway. • Crescent Area, Former Decca Records, Van Tent Pole Site and Comrie Site - Development of clean-up plans are underway. Simultaneously, community outreach to develop neighborhood needs and economic planning is being completed.	



BROWNFIELD EXPERIENCE

Fulton County Center for Regional Growth Brownfield Assessment Grant \$300,000 Ron Peters, President and Chief Executive Officer; 518-725-7700; ronp@fccrg.org	
Project Summary: HRP Associates, Inc. is assisting the Fulton County Center for Regional Growth (CRG) to develop a Brownfield program that will: educate public officials, property owners and the public; identify, assess and investigate brownfield sites; and develop remediation and redevelop plans for selected sites. To date, HRP has assisted in the creation of Task Force that has identified 54 potential Brownfield sites, completed 2 public outreach meeting, and completed a Phase 1 site assessment on 7 sites. Based on the information collected to date the Task Force identified 4 key sites (Korkay Inc, Skips, Mohawk Furniture and Fashion Tannery as key sites based on their location, acreage, public or private owner willing to participate and potential for redevelopment. Phase II site investigation will be completed at these sites. Based on the collected environmental information, and public input, 2 sites will be selected for public engagement to identify future sites uses and creation of site reuse concept plans. HRP will utilize the site plans, public/NYSDEC and site owner input to incorporate remedial design into a site redevelopment plan to reduce site remediation costs.	
Scope of Work	Personnel
Site Characterization and Assessment Activities: Identified 54 abandoned, dilapidated, idle, and vacant industrial sites completed Phase I's on seven sites.	Mark Wright, James Charter, Stefan Truex/HRP
Brownfields Marketing: N/A	
Community Outreach: Participated in meeting with city and public outreach.	Thomas Seguljic and Mark Wright/HRP
Brownfield Redevelopment Planning: Identified key redevelopments sites/areas, for each site developed a reuse plan including completion of market analysis and public outreach to identify future use, and clean-up plans. Planning for these sites will be initiated in the spring 2023.	Thomas Seguljic and Mark Wright/HRP Jean Harriman/CCLR
Reporting: Completed quarterly reports required by EPA, uploaded site data to EPA ACRES system, developed workplan and QAP in accordance with EPA requirements. Obtained input and signoffs from NYSDEC when necessary.	Darlene Lisa/HRP
Highlighted Accomplishments	
HRP completed the environmental site information and identified obstacles for a comprehensive waterfront development plan.	



BROWNFIELD EXPERIENCE

ADDITIONAL BROWNFIELD PROJECT EXPERIENCE		
CLIENT	HRP PROJECT SUMMARY	PROJECT TYPE
Herkimer County, NY Incidence of Temporary Ownership (ITO) Phase I/II	- Educated County attorney on ITO - Once an ITO was obtained, HRP completed Phase I/Phase II at abandoned gas station - Determined site contamination - Developed remediation plan and costs - Allowed County to foreclose - County intends to redevelop as a parking lot for an adjacent bike trail to allow access	County Foreclosure/ ITO \$17,000
Confidential Fortune 100 M&A Environmental Due Diligence	- Conducted environmental records review and interviewed site staff to identify environmental issues at 26 sites in NY as part of a portfolio property transfer - Conducted Phase I at site with environmental issues - Issued Phase I reports	Phase I Portfolio \$75,000
Private Developer Bona Fide Prospective Purchaser (BFPP) Agreement	- HRP completed Phase I of former dry cleaner that determined site was contaminated and partial remedial activities completed - HRP and client attorney negotiated BFPP with NYSDEC to allow developer to develop site but be held harmless for encountered contamination so long as they implemented the Site Management plan (SMP) - HRP completed SMP	Bona Fide Prospective Purchaser (BFPP) Agreement \$32,000
Scolite Site, Troy, NY Brownfield Site Investigation and Remediation Plans	- HRP assisted city with obtaining grant to investigate and remediate former foundry on Hudson River Waterfront - Implemented QAPP, CAMP and CPP - Completed Phase I and II - Identified remedial alternatives and costs to redevelop the site and obtain a NYSDEC Certificate of Closure - Evaluated scrap material recovery - Assisted with community outreach and reporting	NYSDEC Brownfield Grant \$200,000
South Troy Waterfront, NY Brownfield Inventory, Investigation & Conceptual Redevelopment Plans	- Completed inventory and analysis of environmental conditions of multi-parcel area along the Troy waterfront - Reviewed site environmental conditions and evaluated potential development plans - Assisted with community outreach and reporting - Completed a Step 2 Nomination Study inclusive of a Master Plan for the redevelopment of the city's waterfront	Former Industrial Waterfront NYSDEC Brownfield Opportunity Assessment \$150,000
Mohawk Valley Economic Development Growth Enterprise Corporation (MVEDGE)	- Project initiated March 2022 - Working with Labella to and MVEDGE to inventory and identify Priority sites - Initiated investigations at four (4) sites - Obtained \$1M EPA Brownfield Revolving Loan Fund to remediate Priority sites	EPA Brownfield Assessment and Revolving loan Fund \$1M
Fulton County Center for Regional Growth (FCCRG)	- Project initiated January 2022 - Obtained \$300,000 EPA Brownfield Assessment Grant - Working with Center for Creative Land Recycling (CCLR) and FCCRG to inventory and indent key sites - Completed five (5) Phase I's to date	EPA Brownfield Assessment and Revolving loan Fund \$300,000
Bristol, CT Brownfield Assessment	- Assisted in obtaining EPA grant - Prepared QAPPs and completed Phase II and III assessments at multiple sites - Worked with municipal and local health officials to develop public involvement programs and conduct public meetings - Assisted with EPA reporting	EPA Brownfield Assessments Grant \$200,000



BROWNFIELD EXPERIENCE

ADDITIONAL BROWNFIELD PROJECT EXPERIENCE		
CLIENT	HRP PROJECT SUMMARY	PROJECT TYPE
Bristol, CT Brownfield Site Remediation	- Obtained EPA remediation grant to remediate and redevelop gas station as riverfront pocket park - Completed asbestos abatement, building demolition, and remediation - Assisted with Community Outreach and reporting	EPA Brownfields Remediation Fund \$143,000
Sullivan County Brownfield Assessment Grant	- Prepared EPA Brownfield Assessment Grant Applications - Developed Brownfield strategy - Completed Inventory of Brownfield Sites	EPA Brownfield Assessment Grant/ \$200,000
Former Bethlehem Corporation, Easton, PA Brownfield Investigation and Remediation	- Conducted investigation at 100-year old steel foundry - Developed site remediation and building demolition plans - Incorporated remediation plans into site design and construction	Private Brownfield Clean-up Agreement \$2.2M
Derby, CT Brownfield Site Investigation and Remediation	- Completed Phase I Environmental Site Assessment (ASTM 1527-13 and AAI) - Developed QAPP and completed Phase II Environmental Site Assessment - Completed Hazardous Building Materials Survey Completed Remedial Planning	EPA Brownfield Assessment Grant for Valley Council of Governments \$145,000
Connecticut Brownfield Land Bank (CTBLB) Bristol, CT	- Prepared QAPP for EPA approval - Completed Phase I and Phase II Environmental Site Assessments - Remedial evaluation and design and costing for remedial action plan	EPA Assessment Grant Program through NVCOG Regional Brownfields Partnership \$80,000
Naugatuck Valley Council of Governments (NVCOG) Berlin, CT	- Prepared QAPP for EPA approval - Completed Phase I and Phase II Environmental Site Assessments - Remedial evaluation and design and costing for remedial action plan	EPA Assessment Grant Program through NVCOG Regional Brownfields Partnership \$152,000
Lewis County Brownfield Site Inventory, Investigation and Conceptual Site Redevelopment Plans	- Completed inventory of Black River waterfront properties - Evaluated environmental condition properties within BOA - Developed conceptual development plans for Lyons Falls Paper Mill - Assisted with Community Outreach	Private Brownfield, NYSDEC Brownfield Agreement \$125,000
Mechanicville, NY Brownfield Investigation and Remediation Plans Brownfield Investigations and Remediation Plans	- Assisted in obtaining a NYSDEC grant - Developed HASP, QAPP, and Community Air Monitoring Plan (CAMP) and investigation/remedial plans - Completed public outreach and participation activities - Worked with site developers to incorporate site design into remediation plans	Former Industrial Site NYSDEC Brownfield Environmental Restoration Program \$260,000
Mohawk, NY Brownfield Investigation and Remediation	- Assisted the town in obtaining a NYSDEC grant - Completed site investigation and Interim Remedial Measures - Incorporated remediation plans into site redevelopment plans	NYSDEC Brownfield Environmental Restoration Program \$140,000



BROWNFIELD EXPERIENCE

ADDITIONAL BROWNFIELD PROJECT EXPERIENCE		
CLIENT	HRP PROJECT SUMMARY	PROJECT TYPE
Lyons Falls, NY Lewis County Brownfield Site Inventory, Investigation and Conceptual Site Redevelopment Plans	- Partnered with Elan.3 to complete BOA - Evaluated environmental condition of each property within the BOA - Developed conceptual development plans for Lyons Falls Paper Mill - Assisted with Community Outreach	Former Industrial Waterfront NYSDEC Brownfield Opportunity Assessment \$60,000
Torrington, CT Brownfield Assessment and Revolving Loan Fund	- Completed Phase I on 10 sites integral to downtown revitalization - Prepared Quality Assurance Project Plans (QAPP) - Completed five Phase II subsurface investigations - Assisted city in securing a \$1M Cleanup Grant from US EPA - Participated in Community Outreach meetings and assisted with EPA reporting - Assisted on Developer Day to promote EPA Revolving Loan Fund and other funding - Assisted Torrington Police Athletic League with planning redevelopment of urban sites with athletic facilities to spur activity in downtown district	EPA Brownfield Assessment Grant and EPA Revolving Loan Fund (RLF) Program \$1,300,000
Safe Harbors of the Hudson	- Worked with Safe Harbors of the Hudson to obtain \$300,000 EPA Brownfield Assessment Grant to identify and assess Brownfield sites in Newburgh - Project to be initiated late 2022	EPA Brownfield Assessment \$500,000
New London, CT Brownfield Site Investigation and Remediation	- Completed investigation of petroleum at river's edge in area of a proposed walkway. - Researched and recommended installation of specialized filter fabric to prevent oil migration but allow water flow - Work completed on accelerated basis to accommodate use of park - Assisted with Community Outreach and reporting	EPA Brownfield Assessment Grant \$200,000
Broome County (Brandywine)/BOA	Inventoried and analyzed Brownfield, abandoned and vacant sites, environmental conditions, and natural resources within the proposed BOA	NYSDEC Brownfield Opportunity Assessment \$25,000
Lyons Falls, NY Lewis County Brownfield Site Inventory, Investigation and Conceptual Site Redevelopment Plans	- Completed inventory of waterfront properties along the Black River - Evaluated environmental condition of each property within the BOA - Developed conceptual development plans for Lyons Falls Paper Mill - Assisted with Community Outreach	NYSDEC Brownfield Opportunity Assessment \$20,000
Former Thompson Mill, Greenwich, NY/ Brownfield Site Investigation and Hazmat Assessment, Remediation Plans and Building Demolition Plans	25.3-acre site on Battenkill River occupied by a dilapidated paper mill - Completed a pre-demo hazmat sampling, Phase I ESA, and Phase II - Developed site remediation plans and asbestos abatement - Oversaw asbestos abatement and building demolition - Elan Planning created preliminary site redevelopment plans - Use enhanced scrap material recovery during demo - Completed Community Outreach and reporting	Private Brownfield, NYSDEC Brownfield Agreement \$125,000



Key Staff Resumes

SECTION 3



SENIOR PROJECT MANAGER

GLENN NETUSCHIL, PE

Mr. Netuschil has over 30 years of experience in the environmental field. His experience includes the design of remedial actions including engineered soil caps, in situ soil and groundwater remediation systems, pump and treat systems, high-vacuum product recovery systems, air sparging and soil vapor extraction and sub-slab depressurization systems. In addition, Mr. Netuschil has extensive experience completing construction cost estimating, preparation of contractor bid documents and specifications, construction oversight and project management. Detailed responsibilities also include development of remedial action work plans, preparation of remedial investigation/feasibility studies involving innovative technologies, final engineering reports, site management plans, and preparation of engineering drawings.

EXPERIENCE

Raeco Products, NYSDEC Cap Design, Rochester, NY

Mr. Netuschil was the Project Manager for the design, bid document and plan preparation for soil capping of a 3.4-acre former industrial site in Rochester, NY. Mr. Netuschil completed design documents, bid specifications, bid review and Final Engineering Report. The project was completed under a NYSDEC contract.

Matt Brewer, NYSDEC Cap Design, Elmira, NY

Mr. Netuschil was the project Manager for the design, bid document and plan preparation for soil capping of a 1-acre former oil storage facility located in a residential section of Elmira NY. Mr. Netuschil completed design documents, bid specifications, bid review and Final Engineering Report. The project was completed under a NYSDEC contract.

Groundwater Collection Treatment Monitoring, Manufacturing Facility, Utica, NY
Project Manager for the operation, maintenance, and monitoring of a groundwater collection treatment system pumping at 45 gallons per minute and an active sub-slab depressurization system for a 500,000 square foot manufacturing facility in Utica, NY.

Soil Remedial Activities, Buffalo, New York

Senior Engineer for design and implementation of soil remedial activities for a site in Buffalo, New York for an area impacted with nitrobenzene. The soil remedial activities included performing in situ chemical oxidation with potassium permanganate and in situ stabilization. Due to the low permeable soil, the potassium permanganate was injected into the soil using large diameter soil mixing augers. Responsibilities included design, specifications, contractor bidding and selection process and construction oversight.

Vapor Mitigation System Design, Warehouse, Woodbridge, New Jersey

Senior Engineer for the design and of a Vapor Mitigation System (VMS) for a 1.5 million square foot warehouse in Woodridge, New Jersey. The system design includes 645 vapor extraction wells to mitigate elevated levels of chlorinated solvents and petroleum compounds from migrating from the subsurface into the building.

Remediation System Design, Truck Facility, New York

Project Engineer for the design and construction of a remediation system to treat gasoline impacted soil and groundwater at a truck facility in New York. Activities included performance of an air sparging/soil vapor extraction pilot study, design and implementation of an air sparging/soil vapor extraction system, in-well air sparging system, and floating product removal using a drop-tube with soil vapor extraction system.

EDUCATION

- BS, Civil Engineering, University of Nevada, Reno, 1990

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

- Professional Engineer: NY #074741

TRAININGS

- OSHA 40HR Hazardous Waste Health and Safety Training, 1993

PUBLICATIONS

- Large-Scale Enhanced Reductive Dechlorination for the Remediation of Chlorinated Volatile Organic Compounds. Kwan, W. P., Senh, S., and G. Netuschil, Proceedings of The Seventh International Conference on Remediation of Chlorinated and Recalcitrant Compounds, Paper F-036, 2010.

Design Groundwater Remediation System, Former Landfill, New York

Project Engineer for the design of a groundwater remediation system to prevent migration of a chlorinated solvent plume from a former landfill in New York. The groundwater remediation system consisted of a groundwater extraction and treatment system and in situ ERD innovative technology. The ERD technology is designed to enhance the anaerobic degradation of chlorinated solvents by injecting organic carbon to create a reducing environment. The groundwater remediation system included air stripping, and automated injection system for remote system control and adjustment of remediation system.

Soil Excavation and Disposal, Former Aircraft Manufacturing Facility, Bethpage, New York

Project Engineer for the excavation and disposal of impacted soil inside a former aircraft manufacturing facility building in Bethpage, New York. The excavation activities required sheeting/shoring to depths 30 feet below the floor elevation inside the building. Responsibilities included review of sheeting/shoring plans, specifications, concrete slab restoration design, construction management and oversight.

Vapor Mitigation System Design, Warehouse, Woodbridge, New Jersey

Senior Engineer for the design and of a Vapor Mitigation System (VMS) for a 1.5 million square foot warehouse in Woodridge, New Jersey. The system design includes 645 vapor extraction wells to mitigate elevated levels of chlorinated solvents and petroleum compounds from migrating from the subsurface into the building.

Soil Remedial Activities, Manufacturing Facility, North Carolina

Project Engineer for the design and implementation of soil remedial activities for an active manufacturing facility located in North Carolina. The soil remedial activities consisted of the placement of soil, asphalt, and concrete caps over polychlorinated biphenyls (PCB) contaminated soil. Responsibilities included design of reinforced concrete slabs, specifications, contractor bidding and selection process and construction oversight.



PROJECT MANAGER

KEVIN A. MCNALLY, PE

Kevin McNally, a Project Manager, has ten years of experience in the environmental consulting industry. His project experience includes site due diligence, site investigation and characterization, remedial design, bid specification and site plan preparation. Kevin has experience implementing a variety of remedial approaches including excavation and disposal, engineered cap systems, institutional controls, and active remedial systems. Technical duties include the preparation of drawings and specifications for remediation construction projects, coordination of necessary permit applications, and construction administration tasks.

EXPERIENCE

Raeco Products, NYSDEC Cap Design, Rochester, NY

Served as Project Engineer and assisted with the preparation of design, bid document and plan preparation for soil capping of a 3.4-acre former industrial site in Rochester, NY. Mr. McNally assisted with design documents, bid specifications, bid review, remediation oversight and Final Engineering Report. The project was completed under a NYSDEC contract.

Matt Brewer, NYSDEC Cap Design, Elmira, NY

Served as Project Engineer and assisted with the preparation of design, bid document and plan preparation for soil capping of a 1-acre former oil storage facility located in a residential section of Elmira, NY. Mr. McNally assisted with design documents, bid specifications, bid review, remediation oversight and Final Engineering Report. The project was completed under a NYSDEC contract.

Former Pratt & Whitney Redevelopment, North Haven, CT

Served as Project Engineer and field manager for the demolition of a former 1.1 million square foot manufacturing facility. Responsibilities included design of a geomembrane cap system, preparation of bid document, plan preparation and peer review of a sub-slab depressurization system, and contractor oversight and direction during soil remediation activities.

Montgomery Mill Redevelopment, Windsor Locks, CT

Served as Project Engineer for the redevelopment of the former mill facility into a mixed-use housing complex. Responsibilities included preparation of plans and specifications associated with soil remediation, underground storage tank removal, and construction of a cap and liner system to manage contaminated materials at the site.

Former National Welding Demolition and Remediation, Newington, CT

Served as Project Engineer and field manager during the demolition and remediation of a 90,000 square foot former metal fabrication facility. Responsibilities included preparation of project specifications, materials management, disposal tracking, submittal review and tracking, invoice review and tracking, confirmatory sampling, development of a sampling plan to investigate PCB impacts to concrete, and reporting.

PCB-Soil Remediation Project, Lafayette, IN

Served as Project Engineer and field manager for the remediation of 43,000 tons of PCB-impacted soil and construction of two lined wastewater ponds. Responsibilities included documentation of daily contractor activities, inspection of site stormwater controls, collection of confirmation soil samples, management of lab analytical data, invoice review, and preparation of a project summary report to document the completed remediation and construction activities.

EDUCATION

- BS, Environmental Engineering, University of Connecticut, 2012
- BA, German Studies, University of Connecticut, 2012

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

- Professional Engineer, #0032513, CT
- Professional Engineer, #122714, TN

TRAININGS

- OSHA 40 Hour HAZWOPER,
- Confined Space Entry,
- MSHA Part 48



SENIOR PROJECT SCIENTIST

JAMES K. CHARTER

Mr. Charter, with over 19 years of experience has completed environmental services including the coordination, oversight, and management of Phase I, Phase II, and Phase III Environmental Site Assessments (ESAs), and remedial construction management. Specific experience includes completion and management of hundreds of Phase I ESAs, oversight of tank removal and replacement, soil/groundwater removal and treatment, in-situ remediation, soil capping management and coordination with state and federal regulators in compliance with NYSDEC DER-10 Technical Guidance..

EXPERIENCE

Construction Management

Mr. Charter has managed numerous remedial projects including soil excavation, soil capping and installation of in-situ systems (air sparging, soil venting, etc.) for NYSDEC, EPA Brownfield and private client projects. Mr. Charter was responsible for supervising contractors, conducting daily safety meeting, inspecting stockpiled materials, conducting dust monitoring and PID readings at up and down wind of exclusion zones, completing closure sampling, signing Manifest for disposal and communicating with Project Manager and Contractor.

Construction Monitoring and Environmental Compliance

Mr. Charter has provided geo-technical oversight for numerous multi-million-dollar construction projects while ensuring that all projects were completed in accordance with project specifications. Experience includes monitoring multiple drill rigs, excavations, placement of structural fill, preparation of foundation bearing surfaces, compilation of soil densities, drilling shafts, geo-pier installation, and installation of engineered soil caps.. Mr. Charter has managed a soil laboratory examining the compaction and grain size of fill materials for engineering purposes.

Remediation Technologies

Mr. Charter has travelled countrywide, conducting and supervising remedial projects using chemical oxidation to remediate various contaminants in the sub-surface. These jobs were completed following strict health and safety measures and were effective in drastically reducing contamination levels. He has also coordinated the cleaning of a Superfund site working with the EPA and Army Core of Engineers.

NYSDEC Contract D006130, Remedial Investigation, Former Elka Company, Lindenhurst, NY

Served as a project scientist for the NYSDEC Fort Former Elka Company project. Mr. Charter was responsible for sampling soil, groundwater, and soil vapor to determine if a contaminated groundwater plume down gradient of the site may have been emanating from the site as a source of the contamination. Services were completed in May 2015.

NYSDEC Contract D006130, Remedial Investigation, Hornell Water Supply Wells, Hornellsville, NY

Served as a project scientist for the NYSDEC Hornell Water Supply Well project. Mr. Charter was responsible for field activities including a pump test of the water supply wells, and the installation of groundwater monitoring wells and collection of soil and groundwater samples in an attempt to determine the source of trace TCE detected in the Town water supply wells, and for report preparation. Services were completed throughout 2011.

EDUCATION

- Johnson State College, Johnson, VT, B.A. with Honors, Environmental Science

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

- AHERA Accredited Asbestos Inspector- NY State, Current

TRAININGS

- OSHA 40-Hour HAZWOPER, 2004
- OSHA 8-Hour HAZWOPER Refresher, 2005-2018
- OSHA 8-Hour HAZWOPER Supervisor Training, Feb, 2010
- OSHA 10-Hour Construction Outreach Training Certified, 2007
- Asbestos Inspector Certification, 2013-2018
- American Red Cross First Aid & CPR, Current
- NYC OER, Brownfield TurboTraining, Gold Certified, Nov. 2016



J. CHARTER

continued

Remedial Investigation, Former C & F Plating, Albany, NY

Served as a project scientist for the NYSDEC Former C&F Plating project. Mr. Charter was responsible for field activities including the installation of groundwater monitoring wells and collection of surface soil, soil and groundwater samples in an attempt to determine how historical activities at the Site potentially impacted on-site/off-site media, and for report preparation. Services were completed from December 2011 to May 2012.

SUMMARY OF QUALIFICATIONS

Lisa Nagle, AICP, RLA, is known in the planning community for her dynamic and engaging presence. Throughout her career, Ms. Nagle has led and developed numerous projects in close partnership with community leaders, volunteer committees, the private sector, and the general public. She has practiced strategic planning, project visioning/goal setting, and economic development for over 30 years. Lisa's passion and knowledge is evident and, as such, she is a frequent presenter at both national and local conferences. She is also a knowledgeable author with published articles in several planning publications. Ms. Nagle has proven experience in the areas of consensus-building, community revitalization, project strategy, grant writing, and utilizing geographic information systems (GIS) to assist clients in decision-making with regard to community planning, site development, and resource management.

RELEVANT EXPERIENCE

- Step 2 Brownfield Opportunity Area (BOA) Nomination Study (590 acres), City of South Troy, NY
- Site Inventory Evaluation & Prioritization Initiative, The Agency, Broome County, NY
- Bucksport Mill/AIM Development Area-Wide Planning, Bucksport, ME
- Mid-City Area-Wide Planning Project (380 acres), Pittsburg, KS
- Harbor Point Redevelopment Plan (Design, Public Outreach, and Environmental Review), City of Utica, NY
- Mohawk Valley Health Systems (MVHS) New Hospital Siting and Capacity Analysis City of Utica, NY
- Site Redevelopment Strategy Griffiss Tech Park (formally Griffiss AFB), for Mohawk Valley EDGE, Rome, NY
- Cree Facility Construction Mohawk Valley Fab Redevelopment, Marcy, NY
- Develop a Local Waterfront Revitalization Program and Brownfield Opportunity Area Plans for North and South, City of Albany, NY
- Downtown Revitalization Initiative (DRI), Comprehensive Plan and Zoning Ordinance Update, Streetscape Improvements, City of Watertown, NY
- Brownfield Opportunity Area Nomination Study for the City of Gloversville, NY
- Step 2 Brownfield Opportunity Area (BOA) Waterfront Heritage Area Nomination Study, Amsterdam, NY
- Step 2 and 3 Brownfield Opportunity Area Nomination Study Federally Designated Superfund Site, Town and Village of Fort Edward, NY
- Coastal Lakeshore Economy and Resiliency (CLEAR) Planning for Orleans, Niagara and Wayne Counties, Lake Ontario, NY
- Step 2 Brownfield Opportunity Area (BOA) Nomination Study (240 acres) and Comprehensive Plan, City of Binghamton, NY
- Step 2 Brownfield Opportunity Area (BOA) Nomination Study (550 acres), Lyons Falls, NY



EDUCATION

University of Akron, OH
M.S. Geography, 1989
Concentration in recreation and natural resource management

SUNY Geneseo
B.S. Geography, 1987
Concentration in urban planning

PROFESSIONAL AFFILIATIONS

- American Institute of Certified Planners
- American Planning Association (APA)
- Upstate American Planning Association
- New York State Council on the Arts' Architecture Planning & Design Panel

AREAS OF EXPERIENCE

- Brownfield Redevelopment
- Downtown and Waterfront Revitalization
- Flood Mitigation and Waterfront Resiliency
- Community and Strategic Planning
- In-depth Site Analysis and Evaluation
- Community Engagement
- Zoning Ordinances & Design Guidelines

RECENT SPEAKING ENGAGEMENTS

- Massachusetts Association of Planning Directors, June 2019
- NY Rising Communities Reconstruction (NYRCR) Program – Regional Resiliency Summit. Presented Conceptual Plan for the Tioga Communities



Certificate of Insurance

SECTION 4



HRPASSO-CL

KKANE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2022

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

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

PRODUCER Smith Brothers Insurance, LLC. 68 National Drive Glastonbury, CT 06033	CONTACT NAME: Kristen D. Kane	
	PHONE (A/C, No, Ext): (860) 430-3258 FAX (A/C, No):	
	E-MAIL ADDRESS: kkane@SmithBrothersUSA.com	
INSURED HRP Associates, Inc.; dba HRP Engineering, PC in NY; HRP Associates Engineering & Environmental Management LLC 197 Scott Swamp Rd. Farmington, CT 06032	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Valley Forge Insurance Company	20508
	INSURER B: National Fire Ins Co of Htfd	20478
	INSURER C: The Continental Insurance Company	35289
	INSURER D: Transportation Ins Co	20494
	INSURER E: Indian Harbor Insurance Company	36940
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			6020575320	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Valuable Papers \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY Comp. Ded. \$1,000 Coll. Ded. \$1,000			6020575317	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			6020575334	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6020575303	11/1/2022	11/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab		X	PEC000553121	11/1/2022	11/1/2023	Each Claim \$ 5,000,000
E	Retro: 09/01/1991		X	PEC000553121	11/1/2022	11/1/2023	Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROFESSIONAL/CONTRACTORS POLLUTION LIABILITY POLICY ANNUAL AGGREGATE: \$10,000,000
CONTRACTORS POLLUTION LEGAL LIABILITY: \$10,000,000 EACH POLLUTION INCIDENT (RETRO DATE: 9/1/91)

FOR PROFESSIONAL/CONTRACTORS POLLUTION LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THIS LIMIT WILL BE REDUCED BY PAYMENTS OF CLAIMS AND EXPENSES. THIS INSURANCE IS NOT FOR A SPECIFIC PROJECT.

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



**Forms Required For
Submission**

SECTION 5

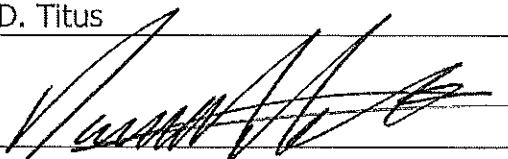
APPENDIX D

IRANIAN ENERGY SECTOR DIVESTMENT

Certification Pursuant to Section 103-g of the New York State General Municipal Law

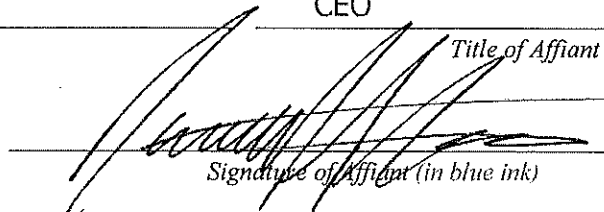
- 1 By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- 2 A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph 1 above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph 1 above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
 - 2.1 The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - 2.2 The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Name: Daniel D. Titus Title: CEO

Signature: 

Date: 7/27/2023 Company Name: HRP Associates, Inc.

Subscribed and sworn to Daniel D. Titus CEO
Name of Affiant *Title of Affiant*


Signature of Affiant (in blue ink)

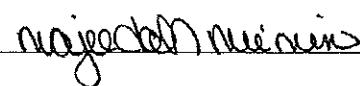
before me this 27 day of July, 2023

Affix Notary Seal or Stamp below

Notary Public of CT

My commission expires: 3/31/2025

MAJEEDAH MU'MIN
NOTARY PUBLIC
My Commission Expires 03/31/2025

Notary Signature: 

This Affidavit must be completed by all Proposers and submitted with proposal.

APPENDIX E

NON-COLLUSION BIDDING AFFIDAVIT

Professional Services related to the Implementation of Selected Remedial Alternative for
Contaminated Site 7-11 Johnes Street (NYSDEC Site Code B00188)

RFP No. 5.23

City of Newburgh, New York

STATE OF: Connecticut)

) SS:

County of: Hartford)

I, Daniel D Titus of the Town, Village, City of Coventry
in the County of Tolland and the State of Connecticut

of full age, being duly sworn according to law on my oath depose and say that:

I am CEO, an officer of the firm of HRP Associates, Inc.

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established

commercial or selling agencies maintained by HRP Associates, Inc.

Subscribed and sworn to Daniel D. Titus Contractor Name
CEO Title of Affiant

Name of Affiant
Signature of Affiant (in blue ink)

before me this 27 day of July, 20 23

Notary Public of CT

My commission expires: 3/31/2025

Affix Notary Seal or Stamp below

MAJEEDAH MU'MIN
NOTARY PUBLIC
My Commission Expires 03/31/2025

Notary Signature: Majeedah Mu'min

This Affidavit must be completed by all Proposers and submitted with proposal.



MOVE YOUR ENVIRONMENT FORWARD

HRP ASSOCIATES, INC.

1 Fairchild Square, Suite 110
Clifton Park, NY 12065

hrpassociates.com

RESOLUTION NO.: 208 - 2023

OF

OCTOBER 10, 2023

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND HRP ASSOCIATES, INC. FOR
PROFESSIONAL ENGINEERING AND ENVIRONMENTAL SERVICES FOR
THE CLEANUP SITE LOCATED AT 350-352 LIBERTY STREET
(N/K/A 350 LIBERTY STREET)**

WHEREAS, the City of Newburgh issued Request for Proposals No.: 6.23 seeking proposals professional engineering and environmental services necessary to undertake and complete the selected remedial alternative under the provisions of the New York State Department of Environmental Conservation 1996 Clean Water/Clean Air Bond Act Environmental Restoration Program State Assistance Contract No.: DEC01-C01463GG-33500000 ("DEC Contract") for the cleanup site located at 350-352 Liberty Street (n/k/a 350 Liberty Street); and

WHEREAS, HRP Associates, Inc. provided a qualified response for professional engineering and environmental services that met the needs of the City of Newburgh and the DEC Contract; and

WHEREAS, the contract value shall be an amount not to exceed \$118,442.64, with ninety percent (90%) of said amount being reimbursed through the New York State Department of Environmental Conservation Environmental Restoration Program ("ERP") and ten percent (10%) being paid as a required local match; and

WHEREAS, funding for the local match shall be derived from budget line A.1440.0455; and

WHEREAS, this Council has determined that entering into this agreement is in the best interest 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 enter into an agreement with HRP Associates, Inc. in an amount not to exceed \$118,442.64 for professional engineering and environmental services necessary to undertake and complete the selected remedial alternative under the DEC Contract for the cleanup site located at 350-352 Liberty Street (n/k/a 350 Liberty Street).

208-23

CITY OF NEWBURGH
Services Contract

This contract ("Contract") is made and entered into this _____ day of _____, 2023 ("Effective Date"), by and between the City of Newburgh, a municipal corporation, with an office address of 83 Broadway, Newburgh, New York 12550 ("City"), and HRP Associates, Inc., with an office address of 1 Fairchild Square, Suite 110, Clifton Park, New York 12065, ("Contractor").

WITNESSETH

WHEREAS, the City issued Request for Proposals #6.23 (the "RFP") seeking proposals from qualified and experienced bidders with the capability to provide professional engineering and environmental services, as set forth in the RFP; and

WHEREAS, the City provided notification of the availability of the RFP in accordance with state and local requirements; and

WHEREAS, the RFP set forth the minimum administrative, technical, and cost requirements that a vendor needed to meet to be eligible for consideration to receive an award; and

WHEREAS, Contractor submitted a proposal in response to the RFP, as the same was amended through the procurement process; and

WHEREAS, the City evaluated Contractor's proposal and determined that the Contractor's proposal was among the top five responsive and responsible proposals that offered the best value based on the evaluation criteria as set forth in the RFP;

NOW THEREFORE, in consideration of the terms hereinafter mentioned and also the mutual covenants and obligations moving to each party hereto from the other, the Parties hereby agree as follows:

[Remainder of this page intentionally left blank. Terms and conditions to follow.]

1. APPENDICES AND ATTACHMENTS

- 1.1. The following appendices and attachments, attached hereto, are hereby expressly made a part of this Contract:

Schedule A – Services and Deliverables

Schedule B – Pricing Matrix

2. SCOPE OF SERVICES

- 2.1. Contractor shall render all services and deliverables and furnish all materials and equipment necessary to provide the City with services and deliverables more specifically described in **Schedule A** (hereafter “Services”), in a timely and professional manner, using the degree of care, skill, and diligence generally observed by other companies in the industry, and in accordance with the highest professional and industry standards relevant to the Services as reasonably anticipated based on the applicable Scope of Work.
- 2.2. Contractor will perform all Services. Services shall not be performed by any other person, entity, agency, affiliate, or subcontractor unless approved by the City in writing. Contractor shall remain responsible for the performance of all of its obligations under this Contract, and for the performance by all third parties providing Services herein. Any Contract between Contractor and a permitted subcontractor must contain terms and provisions consistent with those contained in this Contract.

3. RATES AND FEES

- 3.1. For the Services described in **Schedule A**, Contractor shall be entitled to charge rates and fees as set forth in **Schedule B**.
- 3.2. Contractor may not charge more than rates and charges set forth in **Schedule B**. Contractor will utilize rates approved by the New York State Department of Environmental Conservation ("NYSDEC") for personnel working on this project.
- 3.3. This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the City beyond the monies legally available for the purposes hereof.
- 3.4. For any additional services proposed or requested, the compensation to be paid will be identified in a supplemental Contract as applicable.
- 3.5. Payments under this Contract shall be made in arrears of work increment(s) completed to the satisfaction of the City and upon submittal of an invoice to the City. If not otherwise specified, payment for services rendered will be processed within thirty (30) days upon presentation of the invoice.

3.6. At the conclusion of work on a project, Contractor shall submit a final invoice for any remaining amounts due. This invoice shall be prominently identified as 'FINAL INVOICE'.

3.7. Contractor agrees that no charges or claim for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the City may decide, it being understood, however, that the permitting of the Contractor to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein.

4. TERM

4.1. This Contract will commence on the Effective Date and will continue until terminated in accordance with Section 9.

5. CONTRACTOR'S OBLIGATIONS

5.1. Contractor shall:

5.1.1. Apply such time, attention, and reasonable skill and care as may be necessary or appropriate for its proper performance and provision of the Services;

5.1.2. Use industry and proprietary tools and data for the provision of Services that are generally accepted as suited to protect Advertiser's best interests;

5.1.3. Comply with all applicable laws in connection with its performance of Services hereunder;

5.1.4. Comply with all reasonable directions regarding the Services communicated to it from time to time by the City;

5.1.5. Keep confidential materials that are in its possession or control safe and secure;

5.1.6. Deliver all Services by the dates set out in the applicable Scope of Work or any other delivery date(s) agreed by the Parties in writing.

5.2. If at any time Contractor becomes aware that it may not be able to perform or deliver the Services by any date set out in the applicable scope of work (or any other deadline agreed by the Parties in writing), Contractor will promptly notify the City and give details of the reasons for the delay. Unless the delay is caused by Force Majeure, Contractor's failure to perform the Services will represent a material breach of this Contract entitling the City to terminate this Contract and pursue its legal and equitable remedies if the breach.

6. CONFIDENTIAL INFORMATION

- 6.1. Any information provided by the City to Contractor shall be deemed confidential. Contractor shall not disclose any information to a third-party unless authorized by the City in writing.
- 6.2. The obligations contained in this section shall survive the termination or expiration of any relationship between the parties into perpetuity.

7. WORK PRODUCT

- 7.1. Contractors must provide any written records in Word, Excel, PDF or another format acceptable to the City and be able to share documents with the City in electronic format via email or managed file transfer (for larger sized documents) in a manner acceptable to the City.
- 7.2. All records in any form (e.g. written, visual, audio, etc.) produced by the Contractor shall be property of the City. All records produced by the Contractor for the City, or on behalf of the City, shall not be used for any purpose without the City's written consent. At the conclusion of any engagement, either as a result of termination or the natural conclusion of the engagement, all records shall be turned over to the City within 60 days, or as may be extended in writing by the City. Contractor may retain a copy of all work products for Contractor's records as is reasonable and customary.
- 7.3. All information collected or otherwise obtained by the Contractor, the Contractor's staff and all subcontractors in performance under the Contract is proprietary and may not be disclosed to any party other than the City without the City's express written consent.
- 7.4. The obligations contained in this section shall survive the termination or expiration of any relationship between the parties into perpetuity.
- 7.5. Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years from the date of creation or three (3) years after final payment is remitted by the City, whichever is later. Any authorized representatives of the City, New York State, or Federal Government shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for inspection, auditing, and copying.
- 7.6. The City reserves the right to use any work product prepared under this Contract regardless of whether the Contract is terminated or the project is suspended or abandoned. This right allows the City to use these documents in the future for the same project, a modified version of it, or for one that is similar.

8. KEY INDIVIDUALS AND ASSOCIATES

- 8.1. Should Contractor fail to provide at least the staffing mutually agreed upon by the City and Contractor during the term of the Contract, the City will have the right, in addition to any other right set forth herein, to prospectively renegotiate fees in light of any staffing deficiency.
- 8.2. Contractor may allocate suitable associates with appropriate levels of experience and seniority to provide the Services. The composition of Contractor's team assigned to the City and the allocation of their work time will comply with the specifications set forth in the relevant scopes of work.
- 8.3. Contractor will appoint specifically named key individuals to be actively involved in the provision of the Services. Should any key individual leave Contractor's employment or cease to be involved in the provision of Services for any reason Contractor will consult the City and, subject to the City's written approval, appoint a suitable replacement. Any such change in the key individuals will occur with full and timely transfer of know-how at Contractor's sole expense.

9. TERMINATION

- 9.1. The City may terminate this Contract or suspend or abandon Services upon fourteen (14) days written notice to the Contractor. Contractor may terminate this Contract only if the City substantially fails to perform in accordance with Section 3 of this Contract regarding payment for Services. Prior to Contractor terminating this Contract, a Notice of Termination must be given in writing and in accordance with the notice provision in Section 10 (Miscellaneous Provisions), below, to the City that allows the City fourteen (14) days to correct any default. If the default is corrected/cured, Contractor may not terminate this Contract.
- 9.2. In the event the City terminates this Contract, suspends Services more than 180 days, abandons Services, or the Contractor terminates this Contract, the City shall pay to the Contractor full payment for Services performed and expenses incurred under this Contract as follows:
 - 9.2.1. The sum due under Section 3 (Compensation) as shall have become payable because of progress in the work plus a pro-rata portion of the next succeeding and uncompleted step, if any, for services actually rendered by Contractor.
 - 9.2.2. In ascertaining the services actually rendered up to the date of termination of this Contract, or suspension or abandonment Services, consideration will be given by the City to completed work and work in process.
- 9.3. The City may immediately cancel this Contract on notice to Contractor if the City receives information that any work under this Contract conflicts with the provisions of

any applicable law establishing a Code of Ethics for Federal, State or City officers and employees.

10. INSURANCE AND RISK MANAGEMENT

10.1. The parties agree that Contractor, its agents, officers, and employees, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the City.

10.2. Contractor agrees to hold harmless, defend, and indemnify the City, and the officers, agents, and employees of the City from all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the Contractor, its officers, agents, and employees, in the performance of this Contract. This provision shall survive the expiration or termination of this Contract.

10.3. Contractor shall not commence work until the City has received evidence of the insurance policies and/or coverages required in this section and approved the same.

10.4. Contractor shall obtain the following policies and coverages. The insurance furnished by the Contractor under this section shall provide coverage in amounts not less than the following unless a different amount is stated herein:

10.4.1. Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, shall cover work done or to be done by or on behalf of the Contractor and shall provide insurance coverage for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work.

The minimum liability limits shall be as follows:

\$3,000,000	General Aggregate
\$1,000,000	Each Claim - combined single limit for bodily injury and property damage.

10.4.2. Workers' Compensation Insurance, shall include Employer Liability limits of \$1,000,000 and other limits required under New York law.

10.4.3. Professional Liability Insurance (a/k/a Errors and Omissions insurance) on an occurrence basis, shall cover work done or to be done by or on behalf of the Contractor and provide insurance for professional liability in the amount of \$1,000,000 each occurrence. At a minimum Contractor shall obtain and maintain professional liability insurance on a claims-made basis for no less than \$1,000,000 each claim and \$2,000,000 annual aggregate, and certification of coverage shall be submitted to the City upon signing of this

Contract. If the total contract amount exceeds \$1,000,000, the Contractor shall renew and keep such insurance in effect for at least ten (10) years after the recordation of the notice of completion.

- 10.5. Insurers shall be authorized in the State of New York to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or carrier acceptable to the City.
- 10.6. Contractor shall submit to the City certificates of insurance and endorsements to the policies of insurance required by the Contract as evidence of the insurance coverage.
- 10.7. The scope of coverage and deductible shall be shown on the certificate of insurance.
- 10.8. The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the City, and without ten (10) days' notice for non-payment of premium.
- 10.9. Renewal certifications shall be timely filed by the Contractor for coverage until the work is accepted as complete.
- 10.10. Contractor shall notify the City in writing of any material change in insurance coverage.
- 10.11. Insurance policies shall contain, or be endorsed to contain, the following provisions and/or endorsements:
 - 10.11.1. For the general and automobile liability policies, the City of Newburgh, its officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.
 - 10.11.2. For claims related to the work, Contractor's insurance coverage shall be primary insurance as respects the City of Newburgh, their officers, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the City, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.
 - 10.11.3. Each insurance policy required by this section shall state that coverage shall not be canceled, except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City, ten (10) days' notice for non-payment of premium.
 - 10.11.4. The City, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

-
- 10.12. Any deductible under any policy of insurance required in this section shall be the Contractor's liability.
 - 10.13. Acceptance of certificates of insurance by the City shall not limit the Contractor's liability under the Contract.
 - 10.14. If the City is damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the City for such damages.
 - 10.15. Contractor's obligations to obtain and maintain required insurance are non-delegable duties under this Contract.
 - 10.16. Contractor's insurances shall be primary in any suit by a third-party that names both the City and Contractor as defendants to an action.

11. MISCELLANEOUS

- 11.1. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.
- 11.2. Contractor agrees to comply with all applicable Federal, State and City Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, Contractor agrees that neither it nor its sub-Contractors shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract.
- 11.3. Contractor certifies compliance with providing a drug-free workplace.
- 11.4. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or

consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- 11.5. Contractor warrants that no officer or employee of the City of Newburgh has received, or shall receive, compensation from the Contractor or subcontractors for work performed in the execution of this Contract, or for any architectural or engineering services, public or private, performed for the Contractor or its subcontractors.
- 11.6. This Contract shall be binding on, and inure to the benefit of, the successors and permitted assigns of the parties.
- 11.7. Contractor may not assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest therein, or its power to execute such Contract, to any other person, company or corporation, without written consent of the City. If this provision is violated, the City may revoke and annul the Contract and the City shall be relieved from all liability and obligations thereunder to the person, company or corporation to whom the Contractor shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the City.
- 11.8. Notice for either party may be served by delivering it in writing via any form of United States Postal Service that contains a tracking number, or by Federal Express, or by United Parcel Service, to the respective party and address as shown on the Contract page.
- 11.8.1. Notice served upon the City shall be delivered to:
- City of Newburgh
attn.: City Manager
83 Broadway
Newburgh, New York 12550
- 11.8.2. Notice served upon Contractor shall be delivered to:
- HRP Associates, Inc.
1 Fairchild Square, Suite 110
Clifton Park, New York 12065
- 11.9. In the event of any claims made or any actions brought against the City in connection with the Contract, Contractor agrees to provide all information and assistance in the City's opinion that is reasonably necessary to defend such Claim.
- 11.10. The State courts located in New York State, County of Orange, shall have exclusive jurisdiction to adjudicate any disputes arising out of or relating to, this Contract. Each party hereto consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of the forum for any reason.

Arbitration shall not be used to resolve any claims, controversies, or disputes between the parties.

11.11. This Contract shall be governed and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws principles that may apply.

11.12. This Contract constitutes the entire Contract between the parties with respect to the subject matter hereof and supersedes all other prior Contracts and understandings, both written and oral, between the parties with respect to the subject matter hereof. Any changes to this Contract may be amended by mutual consent of the parties hereto in writing.

11.13. This Contract may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

11.14. In the event that any provision of this Contract is held to be unenforceable under applicable law, this Contract will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

12. CERTIFICATION FOR FEDERAL OR STATE AID CONTRACTS (IF APPLICABLE)

12.1. Should this Contract, or any portion thereof, be funded with federal or state aid, Contractor certifies, by signing this Contract, to the best of its knowledge and belief, that:

12.1.1. No federal or state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal or state agency, an elected member of federal or state government, an officer or employee of an elected member of federal or state government, in connection with the award of any federal or state contract, the making of any federal or state grant, the making of any federal or state loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.

12.1.2. If any funds other than federal or state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal or state agency, an elected member of federal or state government, an officer or employee of an elected member of federal or state government in connection with this contract, the undersigned shall complete and submit a "Disclosure Form to Report Lobbying," in accordance with its instructions.

12.1.3. The signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):

12.1.3.1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal or state agency;

12.1.3.2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal or state agency within the past three years;

12.1.3.3. Does not have a proposed debarment pending; and

12.1.3.4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
[Signature and Acknowledgment Pages to Follow]

Signature Page

Contract for Professional Services :: RFP No.: 6.23

City of Newburgh with HRP Associates, Inc.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

DATED: _____, 2023

CITY OF NEWBURGH

By: _____

Name: Todd Venning

Title: City Manager

DATED: _____, 2023

HRP Associates, Inc.

By: _____

Name: [Print Name]

Title: [Print Title]

Acknowledgment Page
Contract for Professional Services :: RFP No.: 6.23
City of Newburgh with HRP Associates, Inc.

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

On the ____ day of _____, in the year 2023, 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 _____)

On the ____ day of _____, in the year 2023, before me personally appeared _____, 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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
[Schedules to Follow]



EXPERIENCE AND QUALIFICATIONS

WORK PLAN AND APPROACH

Work Plan

HRP understands that in addition to eliminating any threats to human health and the environment the intent of the remedial process is to bring the site back to productive use. Prior to completing the Remedial design, it is essential to engage stakeholders including the City residents and Community Groups to obtain buy in on future uses. By having a specific use in mind (i.e., a pocket park, mixed use development, etc.) the remedial design can be integrated into the Site plan. This reduces the overall cost of the project as well as the environmental impact by avoiding the need to move material more than once. With that in mind HRP proposes the following approach to the project.

Based on the information provided in the ROD, site history and available information, and HRP's experience with similar projects, we have developed the following Tasks to ensure project and contract success for Newburgh and its stakeholders. We developed the tasks to ensure an efficient and effective completion of this project. For example, prior to developing the Remedial Action Work Plan (RAWP), we will complete a site visit to assess existing site conditions, fitness of the ground water monitoring well network, and historical survey information, as these items will influence the design.

Task 1: Site Inspection and Conceptual Cap Design Meeting

An initial site inspection will be conducted to:

- Evaluate general condition of the Site including existing site cover (area reported to be covered with about one (-1) foot of quarry stone), presence of block wall (s) and other features that will affect design and work such as condition of slab(s).
- Inspect site for illicit dumping.
- Assess existing ground water monitoring well network of two (2) wells for viability of sampling.
- Evaluate site access for cover construction.
- Identify adjacent structures and population that could be impacted by site preparation and capping construction activities.
- Evaluate site security, drainage features, vegetation.

Following the inspection, HRP will meet with the City to discuss any identified future use or plans for the site, potentially engage with BOA/Community outreach to identify uses and discuss potential cap designs to integrate with City vision, if applicable.

Task 2: Citizen Participation Plan

HRP will prepare and submit a Citizen Participation Plan (CPP) to the NYSDEC within 20 days of execution of the MCG. Since the project is in a neighborhood and the citizens are expected to be actively involved, HRP will utilize Environmental Design and Research (EDR) to assist with preparation of the CPP. EDR is currently involved with the Brownfield Opportunity Area (BOA) and therefore understands Newburgh's needs and concerns. The CPP will be tailored to the site and include methods to identify effected populations and issues, information to be exchanged, potential Environmental Justice (EJ) issues and engage the public.

Task 3: Emerging Contaminant and Soil Vapor Intrusion Sampling

As noted in the RFP, the City understands that DEC requires sampling of site media for 1,4-dioxane and PFAS and that soil vapor intrusion sampling be conducted in the apartment building to the south's basement.



EXPERIENCE AND QUALIFICATIONS

Task 3a- Emerging Contaminant Sampling

HRP proposes to limit sampling to the two (2) existing ground water monitoring wells for these substances. At this time, based on the site history we do not expect emerging contaminants to be of concentration that are concerning or impacted the proposed site remedy. However, if they exceed applicable thresholds then HRP will discuss alternatives before proceeding to the additional tasks.

Task 3b - Soil Vapor Intrusion Sampling

Soil vapor intrusion (SVI) sampling will be performed at the residential apartment building located south of the site. The investigation will include collection of air samples and the completion of a NYSDOH Indoor Air Quality Questionnaire and Building Inventory, in accordance with the NYSDOH's Guidance for Evaluating Soil Vapor Intrusion in the State of New York, October 2006. A total of four (4) air samples will be collected including one (1) sub-slab soil vapor sample, one (1) basement indoor air sample, one (1) first floor indoor air sample, and one (1) outdoor air sample. All SVI air and soil vapor samples will be collected using six (6) liter summa canisters fitted with 24-hour regulators and analyzed for VOCs via EPA Method TO-15 by an ELAP certified laboratory. Laboratory samples will be analyzed on a standard 10-day turnaround time. Please note, guidance requires that sampling be conducted during heating season (November 15 to March 31).

Task 4: Site Survey Base Mapping, If Required

The RFP contains a site survey dated December 2011. If it is determined that site features changed since the survey based on Task 1, or that electronic survey information is not available, HRP may request that a NYS licensed land surveyor be retained to prepare an updated survey that will be used for design purposes, cost estimate preparation, and bid solicitation.

Task 5: Remedial Action Work Plan Development

HRP will prepare a Remedial Action Work Plan for the preparation and installation of a soil cover at the site. The Plan will include:

- Site Layout Plan
- Grading Plan
- Stormwater Management Plan (not anticipated due to project size)
- Erosion and Sedimentation Control Plan (not anticipated due to project size)
- Community Air Monitoring program (CAMP)
- Health and Safety Plan (HASP)
- Vegetation and landscape details
- Specifications related to soil cover.
- Engineers Estimate

As required by the NYSDEC, permits applicable to the project will be cited in the RAWP; application and execution of the permits will be completed in a separate task once the RAWP is accepted. As required by the Work Plan, the Design will be provided to the NYSDEC for review and approval. The final approved design documents will be signed and sealed by a Professional Engineer licensed in the State of New York.

Task 6: MCG Amendment, If Required

HRP understands that the current MCG is \$73,000, therefore if the engineers estimate exceeds \$73,000, HRP proposes to submit an amended MCG to the NYSDEC to request additional funding.



EXPERIENCE AND QUALIFICATIONS

Task 7: Bid Support

Following NYSDEC's approval of the MCG amended costs, HRP will assist the City in preparation of a bid package for qualified contractors. The bid package will include City and State specifications such as insurance and indemnity requirements, contract documents, bid forms, project information, plans and specifications, anticipated schedules, MWBE requirements, site controls, and other items as applicable. HRP will also host one bid walkthrough with bidders.

HRP will provide clarifications, bid amendments, and answer questions in support of the bid process for the City. The submitted bids will be reviewed for compliance with specifications, MWBE contractor abilities, qualification, and costs. Based on the review, HRP will recommend a contractor to the City.

Task 8: Engineering Oversight

HRP will provide construction management and site monitoring activities to ensure the selected contractor implements site preparation and the surface cover system properly and safely in accordance with approved remedial plans and the bid specifications. Observation activities will include but not be limited to observation and documentation of decontamination of construction and equipment; proper filing of waste profile documents and manifests; implementation of specified dust control measures; and observation of remediation activities. As the construction schedule is not specially known, we have provided an example weekly rate of construction monitoring for budgetary purposes.

Task 9: Site Management Plan

A Site Management Plan (SMP) will be prepared that includes the following:

- Institutional Controls Plan that identifies periodic certification of institutional and engineering controls, allow the use and development of the controlled property for restricted-residential use, restrict the use of groundwater as a source of potable or process water.
- Engineering Control Plan that identifies all use restrictions and engineering control (i.e., periodic inspections, evacuation plans and any vapor mitigation systems required by future investigations or development) and steps necessary for periodic review and certification of institution engineering controls.

Task 10: Final Engineering Report

HRP will complete and submit to the DEC for review and approval a Final Engineering Report, certified by a NY licensed PE, which documents the remediation work was completed in accordance with the contract documents.

Task 11: Project Support

HRP will assist and support the City, as requested, in various activities. Such activities include but are not limited to development of MWBE plan(s), MWBE reporting via the newyorkcontracts.com website, provide technical review and answers to contractor questions, review and approval of contractor invoices, maintain project site inspection documents.

Supplemental Services

HRP is prepared and experienced to provide additional services that may be required to finish the project. These services may include working with legal representatives and City representatives to complete final easement documents, land survey, ground water and soil sampling and testing, and revisions to documents and designs based on Agency, City, and other stakeholder input(s).



EXPERIENCE AND QUALIFICATIONS

Schedule

HRP maintains a comprehensive management control and reporting system that forecasts workloads to identify potential staffing/subcontractor conflicts and bottlenecks, communicates needs and provides responsive solutions to address staffing and project issues. Since this process also identifies staff availability on an ongoing basis, it creates a stopgap measure that allows us to shift staff very quickly to meet a pressing need in a very short period of time. Provided below is a proposed schedule, assuming work starts Week 0.

Task	Schedule*
Task 1: Site Inspection and Conceptual Cap Design Meeting	Week 1
Task 2: Citizen Participation Plan	Week 2
Task 3: Emerging Contaminant and Soil Vapor Intrusion Sampling, Results	Week 2; Results by Week 4
Task 4: Site Survey Base Mapping, if Required	Week 4
Task 5: RAWP Development	Week 5-6
Task 5a: Preparation of HASP	Week 2
Task 5b: CAMP	Week 2
Task 5c: Engineer's Estimate	Week 2
RAWP Approval by Agency	By Week 12
Task 6: MCG Amendment	Week 13
MCG Amendment by Agency	Week 14
Task 7: Bid Services - Meeting, Document Preparation	Week 12-14
Task 7a: Bid Support	Week 22
Task 8: Engineering Oversight, weekly rate	Week 26; 6 weeks per Newburgh's estimate
Task 9: Site Management Plan	Week 37
Task 10: Final Engineering Report	Week 45
Task 11: Project Support	As Required

Quality Assurance/Quality Control

HRP maintains a strong commitment to optimizing the quality of our work product through investments in employee hiring and retention process. We strongly believe that having the highest quality technical and professional staff is the greatest determinate of product quality. HRP hires only the most qualified, capable employees and then supports their professional growth with a firm commitment to continuing education and optimal job experience.

Other Critical Issues

Cost Control

Cost control begins with project planning and resourcing. HRP will work with Newburgh to ensure that goals and timelines are understood and achieved. Most importantly, the project budget will be detailed by task, staff and contractor so that the project team will understand the budget and operate within the expectations established. Project hours will be discussed and tracked by the PMs who will report any identified budget concerns immediately.



EXPERIENCE AND QUALIFICATIONS

COST

As indicated in the RFP, HRP has developed a proposed fee for professional services including a complete summary of the estimated number of hours, schedule of hourly rates for each classification, and total not-to-exceed cost for the Scope of Services to be performed. The summary table is attached and has been prepared to show titles, rates, and estimated hours for each task described, for ease of review by the City. Please note that DEC requires professional services to be provided at rates approved by the State. HRP has approved current rates with NYSDEC and has utilized these in our cost estimate preparation. The final cost may vary if rates are governed by other criteria.

Task	Number/Units	Units	Cost Per Unit	Cost
Task 1: Site Inspection and Conceptual Cap Design Meeting				
Task 1 Labor: Project Manager, P.E.	10	Per Hour	\$153.00	\$1,530.00
Task 1 Labor: Senior Engineer	8	Per Hour	\$115.00	\$920.00
Task 1 Expenses: Mileage/Tolls	1	Per Visit	\$188.00	\$188.00
Task 1 Subtotal:				\$2,638.00
Task 2: Citizen Participation Plan				
Task 2 Labor: Project Manager, P.E.	2	Per Hour	\$153.00	\$306.00
Task 2 Labor: Senior Engineer	2	Per Hour	\$115.00	\$230.00
Task 2 Labor: Project Professional	0	Per Hour	\$145.00	\$0.00
Task 2 Subconsultant: EDR, MWBE	1	Lump Sum	\$6,000.00	\$6,000.00
Task 2 Subtotal:				\$6,536.00
Task 3: Emerging Contaminant Sampling				
Task 3 Labor: Project Manager, P.E.	2	Per Hour	\$153.00	\$306.00
Task 3 Labor: Senior Geologist	4	Per Hour	\$108.00	\$432.44
Task 3 Labor: Project Geologist	16	Per Hour	\$99.00	\$1,584.00
Task 3 Expenses: Travel/Tolls/Shipping	1	Per Event	\$531.00	\$531.00
Task 3 Expenses: Laboratory, PFAS, 1,4-Dioxane (2 wells)	1	Per Event	\$1,260.00	\$1,260.00
Task 3 Expenses: Purge Water Disposal	1	Per Drum	\$350.00	\$350.00
Task 3b: Soil Vapor Intrusion Access, Sampling, Reporting				\$4,463.44
Task 3b Labor: Project Manager	8	Per Hour	\$126.00	\$1,008.00
Task 3b Labor: Senior Geologist	16	Per Hour	\$108.00	\$1,729.76
Task 3b Labor: Project Geologist	24	Per Hour	\$99.00	\$2,376.00
Task 3b Expenses: Travel/Tolls/Shipping	1	Per Event	\$531.00	\$531.00
Task 3b Expenses: (PID, He Detector, He Gas)	1	Per Event	\$650.00	\$650.00
Task 3b Expenses: (TO-15, Cat B Deliverable)	1	Per Event	\$1,300.00	\$1,300.00
Task 3 and 3b Subtotal:				\$16,521.64



EXPERIENCE AND QUALIFICATIONS

Task	Number/Units	Units	Cost Per Unit	Cost
Task 4: Site Survey Base Mapping, if Required				
Task 4 Labor: Project Manager, P.E.	10	Per Hour	\$153.00	\$1,530.00
Task 4 Labor: Senior Engineer	4	Per Hour	\$115.00	\$460.00
Task 4 Subconsultant: MWBE	1	Lump Sum	\$7,500.00	\$7,500.00
Task 4 Expenses: Travel/Tolls	1	Lump Sum	\$188.00	\$188.00
Task 4 Subtotal:				\$9,678.00
Task 5: RAWP Development				
Task 5 Labor: Project Manager, P.E.	30	Per Hour	\$153.00	\$4,590.00
Task 5 Labor: Senior Engineer	20	Per Hour	\$115.00	\$2,300.00
Task 5 Labor: Project Engineer	8	Per Hour	\$110.00	\$880.00
Task 5a: Preparation of HASP				
Task 5 Labor: Project Manager, P.E.	1	Per Hour	\$153.00	\$153.00
Task 5 Labor: Senior Engineer	1	Per Hour	\$130.00	\$130.00
Task 5 Labor: Project Professional	2	Per Hour	\$99.00	\$198.00
Task 5b: CAMP				
Task 5b Labor: Project Manager, P.E.	1	Per Hour	\$153.00	\$153.00
Task 5b Labor: Senior Engineer	4	Per Hour	\$115.00	\$460.00
Task 5b Labor: Project Professional	6	Per Hour	\$99.00	\$594.00
Task 5c: Engineer's Estimate				
Task 5c Labor: Project Manager, P.E.	4	Per Hour	\$153.00	\$612.00
Task 5c Labor: Senior Engineer	10	Per Hour	\$115.00	\$1,150.00
Task 5, 5a, 5b, and 5c Subtotal:				\$11,220.00
Task 6: MCG Amendment				
Task 6 Labor: Project Manager, P.E.	8	Per Hour	\$153.00	\$1,224.00
Task 6 Labor: Senior Engineer	2	Per Hour	\$115.00	\$230.00
Task 6 Labor: Project Professional	1	Per Hour	\$99.00	\$99.00
Task 6 Subtotal:				\$1,553.00
Task 7: Bid Support				
Task 7 Labor: Project Manager, P.E.	20	Per Hour	\$153.00	\$3,060.00
Task 7 Labor: Senior Engineer	24	Per Hour	\$115.00	\$2,760.00
Task 7 Labor: Project Engineer	6	Per Hour	\$110.00	\$660.00
Task 7 Subtotal:				\$6,480.00
Task 7a: Bid Support				
Task 7a Labor: Project Manager, P.E.	8	Per Hour	\$153.00	\$1,224.00
Task 7a Labor: Senior Engineer	8	Per Hour	\$115.00	\$920.00



EXPERIENCE AND QUALIFICATIONS

Task	Number/Units	Units	Cost Per Unit	Cost
Task 7a Labor: Project Engineer	2	Per Hour	\$110.00	\$220.00
Task 7a Subtotal:				\$2,364.00
Task 8: Engineering Oversight, weekly rate				
Task 8 Labor: Project Manager, P.E. (1.5hrs/day)	1	Per Week	\$956.00	\$956.00
Task 8 Labor: Senior Engineer (46 hours per week)	1	Per Week	\$5,290.00	\$5,290.00
Task 8 Expenses: Per Diem	1	Per Week	\$910.00	\$910.00
Task 8 Expenses: Mileage/Tolls	1	Per Week	\$188.00	\$188.00
Task 8 Subtotal:				\$7,344.00
Subtotal Assuming 6 Weeks Oversight				\$44,064.00
Task 9: Site Management Plan				
Task 9 Labor: Project Manager, P.E.	16	Per Hour	\$153.00	\$2,448.00
Task 9 Labor: Senior Engineer	24	Per Hour	\$115.00	\$2,760.00
Task 9 Labor: Project Professional	8	Per Hour	\$99.00	\$792.00
Task 9 Subtotal:				\$6,000.00
Task 10: Final Engineering Report				
Task 10 Labor: Project Manager, P.E.	20	Per Hour	\$153.00	\$3,060.00
Task 10 Labor: Senior Engineer	24	Per Hour	\$115.00	\$2,760.00
Task 10 Labor: Project Engineer	8	Per Hour	\$110.00	\$880.00
Task 10 Subtotal:				\$6,700.00
Task 11: Project Support				
Task 11 Labor: Project Manager, P.E.	16	Per Hour	\$153.00	\$2,448.00
Task 11 Labor: Senior Engineer	8	Per Hour	\$115.00	\$920.00
Task 11 Labor: Project Engineer	12	Per Hour	\$110.00	\$1,320.00
Task 11 Subtotal:				\$4,688.00
Grand Total: \$118,442.64				

NOTICE
REQUEST FOR PROPOSALS
for
Professional Services
related to the
Implementation of Selected Remedial Alternative for
Contaminated Site 350/352 Liberty Street (NYSDEC Site Code B00189)
RFP No. 6.23

City of Newburgh, Orange County, New York

Sealed Proposals will be received by the City Comptroller in her office at City Hall, 83 Broadway, 4th Floor, Newburgh, New York 12550, until 12:00 p.m., (local time), Wednesday, August 2, 2023 for professional services related to the Implementation of Selected Remedial Alternative for Contaminated Site 350/352 Liberty Street.

This Request for Proposal (RFP) and consultant selection process is being conducted to engage a professional design firm/team that will coordinate, perform and/or subcontract an array of professional services to undertake and complete all approved activities necessary to implement the selected remedy under the provisions of the New York State Department of Environmental Conservation (NYSDEC) 1996 Clean Water/Clean Air Bond Act Environmental Restoration Program State Assistance Contract (SAC) DEC01-C01463GG-3350000 for the 350/352 Liberty Street Site, Tax Map No. 12-1-25, NYSDEC Site Code B00189. It is intended that the project specific work plans resulting from this work will become a part of, and enforceable, under each SAC upon approval by the NYSDEC. Based upon the required criteria, an internal Evaluation Committee shall review and evaluate each Proposal and recommend award be made to a qualified consultant that submits a Proposal that best meets the City's needs.

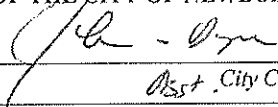
This Request for Proposal, becoming available to the public on Thursday, June 29, 2023, may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: www.BidNetDirect.com/new-york/city-of-newburgh, selecting the "Open Solicitations" tab and title of solicitation. Vendors may have to register if visiting this site for the first time.

Proposals must be submitted in accordance with the requirements and provisions stated in the RFP Document and submitted on or before the specified due date and time. Proposals submitted after the deadline will not be considered. Facsimile or electronic mail submissions will not be accepted. *Vendors are responsible for timely delivery of their Proposals.* There will be no exceptions.

Proposals shall not be withdrawn for a period of forty-five (45) days subsequent to the submission deadline without the consent of the City of Newburgh Comptroller. The City of Newburgh reserves the right to reject any or all Proposals and to waive any informality or technicality in any Proposal deemed to be in the best interest of the City.

BY ORDER OF THE CITY OF NEWBURGH

By: _____


Assistant City Comptroller

Dated: June 28, 2023

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.

REQUEST FOR PROPOSAL

SUBMITTED TO:

Ms. Janice Gaston, City Comptroller
City of Newburgh
Comptroller's Office
83 Broadway, 4th Floor
Newburgh, NY 12550

SUBMITTED BY:

HRP Associates, Inc.
1 Fairchild Square, Suite 110
Clifton Park, NY 12065

DATE:

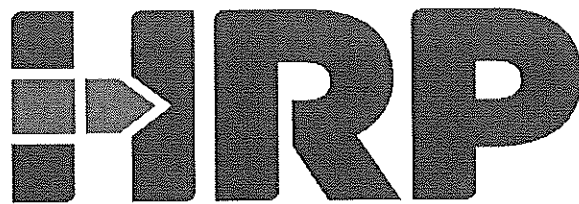
September 11, 2023

RFP #6.23

PROFESSIONAL SERVICES RELATED TO THE IMPLEMENTATION OF SELECTED REMEDIAL ALTERNATIVE FOR CONTAMINATED SITE 350/352 LIBERTY STREET

Copy

City of Newburgh



MOVE YOUR ENVIRONMENT FORWARD

ENVIRONMENTAL | ENGINEERING | COMPLIANCE



September 11, 2023

Attention: Janice Gaston, City Comptroller
City of Newburgh – Comptroller's Office
83 Broadway – 4th Floor
Newburgh, NY 12550

**RE: REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES RELATED TO THE
IMPLEMENTATION OF SELECTED REMEDIAL ALTERNATIVE FOR CONTAMINATED SITE
350/352 LIBERTY STREET; RFP NO. 6.23**

Dear Ms. Gaston:

HRP Associates, Inc. (HRP) is pleased to submit our response to the City of Newburgh's (Newburgh) Request for Proposal No. 6.23 for Professional Services related to the implementation of Selected Remedial Alternative for Contaminated site 350/352 Liberty Street. This proposal was updated in response to a request HRP received on September 6, 2023 from Newburgh. HRP, a NYS licensed engineering and geology firm, has been rooted in the assessment, investigation, and remediation of environmental contamination since our founding in 1982.

HRP understands that Newburgh intends to procure a professional design firm to coordinate and perform required activities to design and oversee the installation of an engineered cap at 350/352 Liberty Street including a soil vapor investigation of an off-site apartment, the completion of a Remedial Action Workplan (RAWP), contractor bid document, bid and MWBE compliance assistance, contract administration and a final engineering report. It is important to note that based on our review of available documents the selected NYSDEC remedial alternative had an estimated cost of \$145,000 in 2013 and requested emerging contaminant and soil gas sampling. We anticipate that once the soil cap design is finalized, the engineer's cost estimate will exceed the 2013 estimate, therefore we expect that an MCG amendment will need to be submitted to the NYSDEC to request additional funds. Further, the selected remedy allows for the installation of paved surface parking areas, sidewalks, or soil cover, therefore HRP will request that Newburgh identify future site use so the selected cover will accommodate the selected use. HRP will also provide additional professional services, as necessary and requested, to support the project's success. As requested, the following individual will be authorized to contractually bind bid the firm and negotiate a contract with the City.

Daniel Titus, CEO
HRP Associates, Inc.
197 Scott Swamp Rd
Farmington, CT 06032
Dan.titus@hrpassociates.com; 203-380-1395

We appreciate the opportunity to submit this package.

Sincerely,
HRP Associates, Inc.

Thomas S. Seguljic, PE, PG
Principal



Contents

Experience and Qualifications

- Project Understanding
- Firm's Experience
- Work Plan and Approach
- Schedule
- References
- Cost

Brownfield Experience

Key Staff Resumes

Certificate of Insurance

Forms Required For Submission

- Affidavit of Non-Collusion Certificate
- Certification of Compliance with the Iranian Divestment Act

Section Page

1	1
	2
	3
	6
	9
	10
2	13
3	19
4	25
5	
	26
	27



Experience and Qualifications

SECTION 1



EXPERIENCE AND QUALIFICATIONS

INTRODUCTION

HRP understands that Newburgh intends to procure a professional services agreement with a qualified environmental consultant/engineer to complete a design-bid-build process for the remediation of 350/352 Liberty Street which includes:

- Removal of the top two (2) feet of soil, as necessary to accommodate the cover. It is estimated that 500 cubic yards of soil would be removed from the site.
- Site re-grading to accommodate installation of a cover system.
- The cover will consist of either structures such as buildings, pavement, sidewalks or a soil cover in areas where the upper two (2) feet of exposed surface soil will exceed the applicable soil cleanup objectives (SCOs). Where the soil cover is required, it will be a minimum of two (2) feet of which the upper six (6) in of soil will maintain vegetative cover.
- Soil vapor intrusion investigation in the off-site apartment building to the south of the site. If impacts to this structure from the site are discovered, action will be implemented to address exposures relating to soil vapor intrusion.
- Preparation of Site Management Plan that includes institutional and site management plans that limit site use, use of on-site groundwater, groundwater monitoring, etc.

To achieve these goals, Newburgh is requesting a qualified environmental consultant/engineer prepare a Remedial Action Workplan (RAWP), contractor bid document and provide bid and MWBE compliance assistance, contract administration and a final engineering report. We appreciate the opportunity to bring our capabilities and experience to assist the city of Newburgh with this project. It is important to note that based on our review of available documents the selected NYSDEC remedial alternative (noted above) had an estimated cost of \$145,000 in 2013 and requested emerging contaminant and soil gas sampling. We anticipate that once the soil cap design is finalized, the engineer's cost estimate will exceed the 2013 estimate, therefore we expect that an MCG amendment will need to be submitted to the NYSDEC to request additional funds. Further, the selected remedy allows for the installation of paved surface parking areas, sidewalks, or soil cover, therefore HRP will request that Newburgh identify future site use so the selected cover will accommodate the selected use.

FIRM'S EXPERTISE AND PROJECT MANAGEMENT

Experience Remediating Sites

We know remediation. Since our founding in 1982, HRP has been rooted in the assessment, investigation, and remediation of environmental contamination. We bring comprehensive regulatory, site characterization, engineering, and turnkey remediation and construction experience completed under a wide variety of NYSDEC and EPA brownfield programs, including: NYSDEC Environmental Restoration Program (ERP) and Brownfield Cleanup Program (BCP); and EPA Brownfield Cleanup and Revolving Loan Funds (RLFs).

We not only understand the NYSDEC ERP and remediation program, but we have also assisted the NYSDEC with developing Green Remediation policies and remediation decision making matrix for NYSDEC to utilize when implementing various remediation strategies. There is no better testament to our abilities than the fact that we were awarded and are currently completing a 7-year \$50M contract to assist the NYSDEC with assessment, remedial design and remediation management at contaminated sites across NYS including design and installation of capping systems. Additionally, a vital component of HRP's remediation approach is our civil engineering staff's ability to integrate remedial solutions into site design, allowing for site remediation and redevelopment to be completed in one-step, shortening schedules, and reducing costs.



EXPERIENCE AND QUALIFICATIONS

Project Management

To manage this contract, we have assembled a diverse group of knowledgeable and seasoned personnel that will function under a single point of contact for contract administration, public input, remediation planning, and reporting. Our team will consist of a Principal-in-Charge whose primary responsibility is to serve as the point of contact and ensure this project is a priority. The Principal-in-Charge will be assisted by a Project Manager that will assist with staff assignments, interact with the NYSDEC at the project level and ensure that reports are completed on time and to the quality Newburgh deserves. Each of the noted key staff has extensive remediation planning experience, knowledge of the NYSDEC ERP program, strong working relationship with the NYSDEC staff and have collaborated on numerous projects over the past 15 years. Details of key personnel are outlined below.

Thomas Seguljic, PE, PG - Principal-in-Charge - Mr. Seguljic has over 35 years of experience within the environmental consulting industry including remediation of brownfield projects and will:

- Interact with Newburgh and as requested, with the community and NYSDEC.
- Serve as the primary client interface and assist with citizen participation, as requested.

Mr. Seguljic will be assisted by **Mark Wright, PG – Contract Manager**. Mr. Wright has over 20 years of experience performing environmental site assessments, subsurface investigations, and site remediation at a wide variety of municipal, commercial, and industrial properties. He has overseen complex site investigations and remediation at former industrial manufacturing sites, including vacant, underutilized brownfield sites involving building demolition or extensive renovation and redevelopment. Mr. Wright will:

- Meet with Mr. Seguljic, Newburgh and stakeholders to understand needs and provide project updates.
- Coordinate staff and contractors and ensure Green Remediation components are included and tracked.
- Complete Project Administration including invoice review, insurance review, M/WBE compliance, etc.

Mr. Wright will be assisted by staff noted in the table provided in Section 6. In addition, staff resumes are included as Attachment 1.

Staffing and Firm Management

HRP consists of over 130 professionals, including Professional Engineers and Geologists and Licensed Environmental Professionals, supported by staff engineers, geologists and information technology specialists. At any time, HRP manages over 100 projects from single to multiple facilities, and multi-year on-call projects. Due to our staff's flexibility and experience in managing multiple projects, this project would not be a burden. Further, the needs of this project will be integrated into HRP's weekly Operation Meetings when project needs and scheduling are discussed and clarified for the week. During the meeting, which is attended by all Project Managers in person or via phone, all projects, staffing, and resource needs are discussed to ensure projects are completed on time and within budget. Following the meeting, staff calendars are maintained on our company intranet and if necessary, staff are reassigned to meet project needs.

With regards to this project the Principal in-Charge, Mr. Thomas Seguljic, PE, PG, has written authority from HRP's CEO to assign staff from any office to this contract.



EXPERIENCE AND QUALIFICATIONS

WORK PLAN AND APPROACH

Work Plan

HRP understands that in addition to eliminating any threats to human health and the environment the intent of the remedial process is to bring the site back to productive use. Prior to completing the Remedial design, it is essential to engage stakeholders including the City residents and Community Groups to obtain buy in on future uses. By having a specific use in mind (i.e., a pocket park, mixed use development, etc.) the remedial design can be integrated into the Site plan. This reduces the overall cost of the project as well as the environmental impact by avoiding the need to move material more than once. With that in mind HRP proposes the following approach to the project.

Based on the information provided in the ROD, site history and available information, and HRP's experience with similar projects, we have developed the following Tasks to ensure project and contract success for Newburgh and its stakeholders. We developed the tasks to ensure an efficient and effective completion of this project. For example, prior to developing the Remedial Action Work Plan (RAWP), we will complete a site visit to assess existing site conditions, fitness of the ground water monitoring well network, and historical survey information, as these items will influence the design.

Task 1: Site Inspection and Conceptual Cap Design Meeting

An initial site inspection will be conducted to:

- Evaluate general condition of the Site including existing site cover (area reported to be covered with about one (-1) foot of quarry stone), presence of block wall (s) and other features that will affect design and work such as condition of slab(s).
- Inspect site for illicit dumping.
- Assess existing ground water monitoring well network of two (2) wells for viability of sampling.
- Evaluate site access for cover construction.
- Identify adjacent structures and population that could be impacted by site preparation and capping construction activities.
- Evaluate site security, drainage features, vegetation.

Following the inspection, HRP will meet with the City to discuss any identified future use or plans for the site, potentially engage with BOA/Community outreach to identify uses and discuss potential cap designs to integrate with City vision, if applicable.

Task 2: Citizen Participation Plan

HRP will prepare and submit a Citizen Participation Plan (CPP) to the NYSDEC within 20 days of execution of the MCG. Since the project is in a neighborhood and the citizens are expected to be actively involved, HRP will utilize Environmental Design and Research (EDR) to assist with preparation of the CPP. EDR is currently involved with the Brownfield Opportunity Area (BOA) and therefore understands Newburgh's needs and concerns. The CPP will be tailored to the site and include methods to identify effected populations and issues, information to be exchanged, potential Environmental Justice (EJ) issues and engage the public.

Task 3: Emerging Contaminant and Soil Vapor Intrusion Sampling

As noted in the RFP, the City understands that DEC requires sampling of site media for 1,4-dioxane and PFAS and that soil vapor intrusion sampling be conducted in the apartment building to the south's basement.



EXPERIENCE AND QUALIFICATIONS

Task 3a- Emerging Contaminant Sampling

HRP proposes to limit sampling to the two (2) existing ground water monitoring wells for these substances. At this time, based on the site history we do not expect emerging contaminants to be of concentration that are concerning or impacted the proposed site remedy. However, if they exceed applicable thresholds then HRP will discuss alternatives before proceeding to the additional tasks.

Task 3b - Soil Vapor Intrusion Sampling

Soil vapor intrusion (SVI) sampling will be performed at the residential apartment building located south of the site. The investigation will include collection of air samples and the completion of a NYSDOH Indoor Air Quality Questionnaire and Building Inventory, in accordance with the NYSDOH's Guidance for Evaluating Soil Vapor Intrusion in the State of New York, October 2006. A total of four (4) air samples will be collected including one (1) sub-slab soil vapor sample, one (1) basement indoor air sample, one (1) first floor indoor air sample, and one (1) outdoor air sample. All SVI air and soil vapor samples will be collected using six (6) liter summa canisters fitted with 24-hour regulators and analyzed for VOCs via EPA Method TO-15 by an ELAP certified laboratory. Laboratory samples will be analyzed on a standard 10-day turnaround time. Please note, guidance requires that sampling be conducted during heating season (November 15 to March 31).

Task 4: Site Survey Base Mapping, If Required

The RFP contains a site survey dated December 2011. If it is determined that site features changed since the survey based on Task 1, or that electronic survey information is not available, HRP may request that a NYS licensed land surveyor be retained to prepare an updated survey that will be used for design purposes, cost estimate preparation, and bid solicitation.

Task 5: Remedial Action Work Plan Development

HRP will prepare a Remedial Action Work Plan for the preparation and installation of a soil cover at the site. The Plan will include:

- Site Layout Plan
- Grading Plan
- Stormwater Management Plan (not anticipated due to project size)
- Erosion and Sedimentation Control Plan (not anticipated due to project size)
- Community Air Monitoring program (CAMP)
- Health and Safety Plan (HASP)
- Vegetation and landscape details
- Specifications related to soil cover.
- Engineers Estimate

As required by the NYSDEC, permits applicable to the project will be cited in the RAWP; application and execution of the permits will be completed in a separate task once the RAWP is accepted. As required by the Work Plan, the Design will be provided to the NYSDEC for review and approval. The final approved design documents will be signed and sealed by a Professional Engineer licensed in the State of New York.

Task 6: MCG Amendment, If Required

HRP understands that the current MCG is \$73,000, therefore if the engineers estimate exceeds \$73,000, HRP proposes to submit an amended MCG to the NYSDEC to request additional funding.



EXPERIENCE AND QUALIFICATIONS

Task 7: Bid Support

Following NYSDEC's approval of the MCG amended costs, HRP will assist the City in preparation of a bid package for qualified contractors. The bid package will include City and State specifications such as insurance and indemnity requirements, contract documents, bid forms, project information, plans and specifications, anticipated schedules, MWBE requirements, site controls, and other items as applicable. HRP will also host one bid walkthrough with bidders.

HRP will provide clarifications, bid amendments, and answer questions in support of the bid process for the City. The submitted bids will be reviewed for compliance with specifications, MWBE contractor abilities, qualification, and costs. Based on the review, HRP will recommend a contractor to the City.

Task 8: Engineering Oversight

HRP will provide construction management and site monitoring activities to ensure the selected contractor implements site preparation and the surface cover system properly and safely in accordance with approved remedial plans and the bid specifications. Observation activities will include but not be limited to observation and documentation of decontamination of construction and equipment; proper filing of waste profile documents and manifests; implementation of specified dust control measures; and observation of remediation activities. As the construction schedule is not specially known, we have provided an example weekly rate of construction monitoring for budgetary purposes.

Task 9: Site Management Plan

A Site Management Plan (SMP) will be prepared that includes the following:

- Institutional Controls Plan that identifies periodic certification of institutional and engineering controls, allow the use and development of the controlled property for restricted-residential use, restrict the use of groundwater as a source of potable or process water.
- Engineering Control Plan that identifies all use restrictions and engineering control (i.e., periodic inspections, evacuation plans and any vapor mitigation systems required by future investigations or development) and steps necessary for periodic review and certification of institution engineering controls.

Task 10: Final Engineering Report

HRP will complete and submit to the DEC for review and approval a Final Engineering Report, certified by a NY licensed PE, which documents the remediation work was completed in accordance with the contract documents.

Task 11: Project Support

HRP will assist and support the City, as requested, in various activities. Such activities include but are not limited to development of MWBE plan(s), MWBE reporting via the newyorkcontracts.com website, provide technical review and answers to contractor questions, review and approval of contractor invoices, maintain project site inspection documents.

Supplemental Services

HRP is prepared and experienced to provide additional services that may be required to finish the project. These services may include working with legal representatives and City representatives to complete final easement documents, land survey, ground water and soil sampling and testing, and revisions to documents and designs based on Agency, City, and other stakeholder input(s).



EXPERIENCE AND QUALIFICATIONS

Schedule

HRP maintains a comprehensive management control and reporting system that forecasts workloads to identify potential staffing/subcontractor conflicts and bottlenecks, communicates needs and provides responsive solutions to address staffing and project issues. Since this process also identifies staff availability on an ongoing basis, it creates a stopgap measure that allows us to shift staff very quickly to meet a pressing need in a very short period of time. Provided below is a proposed schedule, assuming work starts Week 0.

Task	Schedule*
Task 1: Site Inspection and Conceptual Cap Design Meeting	Week 1
Task 2: Citizen Participation Plan	Week 2
Task 3: Emerging Contaminant and Soil Vapor Intrusion Sampling, Results	Week 2; Results by Week 4
Task 4: Site Survey Base Mapping, if Required	Week 4
Task 5: RAWP Development	Week 5-6
Task 5a: Preparation of HASP	Week 2
Task 5b: CAMP	Week 2
Task 5c: Engineer's Estimate	Week 2
RAWP Approval by Agency	By Week 12
Task 6: MCG Amendment	Week 13
MCG Amendment by Agency	Week 14
Task 7: Bid Services - Meeting, Document Preparation	Week 12-14
Task 7a: Bid Support	Week 22
Task 8: Engineering Oversight, weekly rate	Week 26; 6 weeks per Newburgh's estimate
Task 9: Site Management Plan	Week 37
Task 10: Final Engineering Report	Week 45
Task 11: Project Support	As Required

Quality Assurance/Quality Control

HRP maintains a strong commitment to optimizing the quality of our work product through investments in employee hiring and retention process. We strongly believe that having the highest quality technical and professional staff is the greatest determinate of product quality. HRP hires only the most qualified, capable employees and then supports their professional growth with a firm commitment to continuing education and optimal job experience.

Other Critical Issues

Cost Control

Cost control begins with project planning and resourcing. HRP will work with Newburgh to ensure that goals and timelines are understood and achieved. Most importantly, the project budget will be detailed by task, staff and contractor so that the project team will understand the budget and operate within the expectations established. Project hours will be discussed and tracked by the PMs who will report any identified budget concerns immediately.



EXPERIENCE AND QUALIFICATIONS

Contractor Management

The key to controlling subcontractor costs, quality technical performance, and deadlines is to ensure that you have a qualified list of the best subcontractors, project expectation and scope are understood, "tight" Purchase Orders are issued and finally, communications. HRP routinely evaluates contractor capabilities and expertise to ensure that we are utilizing the best subcontractors available. Following years of implementing this process, we have a master list of qualified, approved subcontractors. For a subcontractor to be approved, a project or senior project-level manager must review the subcontractor's qualifications, insurance, safety record and references to ensure they understand our needs and provide quality work on time. When subcontractors are contracted to complete an assignment as part of the team, an initial meeting is held to clarify responsibilities, schedule, expectations, chain of communication, and safety issues. Throughout the project weekly status meeting will be conducted. Should a change in the scope occur, the PM will work with the project team to determine how the change will affect the schedule and budget.

RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

Mr. Wright will be assisted by the key personnel noted in the table below. In addition, key personnel resumes are attached.

Name/Position	Responsibilities	Summary of Qualifications
Glenn Netuschil, PE, Senior Project Manager	• Remedial Action Work Plan • Bid Review • Final Engineering Report	Mr. Netuschil has over 30 years of experience in the environmental field. His experience includes the design of soil capping, soil, groundwater remediation systems and soil vapor mitigation systems, construction cost estimating, preparation of contractor bid documents and specifications, construction oversight and project management, engineering oversight, and pilot studies.
Kevin McNally, PE Project Manager	• Bid Document Preparation • Plan preparation including Health and safety. • Community Air monitoring • Site Management Plan	Kevin McNally has ten years of experience in the environmental consulting industry. His project experience includes site due diligence, site investigation, remedial design specification and bid document preparation at a variety of chlorinated solvent, petroleum, and PCB contaminated sites. Kevin has experience implementing a variety of remedial approaches including excavation and disposal, engineered cap systems, institutional controls, and active remedial systems.
James Charter, Senior Geologist	• PFAS and Soil Vapor Intrusion Sampling • Construction Observation	Mr. Charter, with over 15 years of experience conducting and managing environmental construction projects, investigations (groundwater sampling and soil vapor intrusion), remedial actions, remedial action plans, and remediation activities at a variety of sites, including manufacturing, retail, commercial, state and federal facilities, and vacant parcels. The size and scope of the investigations has ranged from 1/4-acre vacant sites to manufacturing plants of over 50 acres where plant operations were ongoing.



EXPERIENCE AND QUALIFICATIONS

Name/Position	Responsibilities	Summary of Qualifications
Lisa C. Nagle, AICP, RLA/EDR	- Community Participation - Consensus Building	Ms. Nagle, who is assisting with completion of Newburgh's Brownfield Opportunity Area (BOA) program, will be responsible for tailoring project specific objectives and utilizing innovative technologies to facilitate public input. Ms. Nagle, an accomplished rural, urban, and regional planner with exceptional experience in managing complex brownfields redevelopment projects, has 25 years of experience. She has successfully collaborated with communities to bring about meaningful "shifts" to stimulate economic development. Her deep understanding of brownfield redevelopment issues and community visioning has enabled her to assist with building community census when necessary.

WORKFORCE ALLOCATION

HRP has provided a detailed workforce allocation in the cost portion of section 1. HRP has estimated workforce hours for the environmental and engineering employee classifications expected to be utilized to complete the project.

STAFF AVAILABILITY

Workload assessment and adjustments are conducted at weekly Operation Meetings where backlog, project requirements, and resource allocation are discussed. Justification for additional resources will be based on backlog, technical, and/or managerial needs. We have additional resources, not included on the Staffing Plan, which could be relied upon for this Contract. HRP uses Plantifi to project time utilization and staffing needs. Our experience is that time utilization projections are reasonably accurate within a six (6) month look ahead. To evaluate our capacity to absorb this contract, we analyzed our time utilization over the next 12 months. HRP's goal is to maintain our technical staff at 85% billable, based on a 40-hour week, allowing for professional development and administrative tasks. This equates to approximately 15,640 hours per month. HRP is forecasting an average time utilization of roughly 75% during the third quarter of 2023 and a time utilization of 59% during the fourth quarter. This projection demonstrates that HRP has the capacity to absorb work assignments on this contract.

This evaluation does not include overtime work capacity. It is common in the environmental engineering business to work an additional 5 to 10 hours per week when necessary to meet project demands. This contributes an additional capacity of 4,600 hours per month as needed, allowing HRP to fully dedicate several employees to this contract.

IN-HOUSE VS. SUBCONTRACTED SERVICES

Task	Firm Providing	Person Responsible
Task 1: Site Inspection and Conceptual Cap Design Meeting	HRP	Glenn Netuschil, PE
Task 2: Citizen Participation Plan	EDR, MWBE	Lisa Nagle
Task 3: Emerging Contaminant and Soil Vapor Intrusion Sampling	HRP and Hampton Clarke WBE	James Charter Sample Analysis



EXPERIENCE AND QUALIFICATIONS

Task	Firm Providing	Person Responsible
Task 4: Site Survey Base Mapping, If Required	Surveyor Determined via Bid, MWBE	
Task 5: Remedial Action Work Plan Development and Support Documents	HRP	Glenn Netuschil, PE and Kevin McNally, PE
Task 6: MCG Amendment, if Required	HRP	Mark Wright, PG
Task 7: Bid Support	HRP	Glenn Netuschil, PE
Task 8: Engineering Oversight	HRP	James Charter
Task 9: Site Management Plan	HRP	Glenn Netuschil, PE
Task 10: Final Engineering Report	HRP	Glenn Netuschil, PE
Task 11: Project Support	HRP	Mark Wright, PG

TEAM EXPERIENCE

Provided below in the Reference Section are projects of similar size and scope that HRP completed since 2021. In addition, attached is summary of Brownfield and remediation projects HRP has completed in the last 5 years.

REFERENCES

POINT OF CONTACT	PROJECT
Client Name: NYSDEC Robert Strang Project Manager 518-402-8642 robert.strang@dec.ny.gov Completed 2021-2023	Matt Brewer Oil Remedial Design & Management NYSDEC Project 915 East Market Elmira, NY HRP completed Site Remediation design (excavation and capping), remedial construction oversight, and reporting.
Client Name: James Kruegler, Project Manager NYSDEC 625 Broadway Albany NY (518) 402-9819 James.Kruegler@dec.ny.gov Completed 2021-2023	Raeco Products Remedial Design & Management NYSDEC Project 24 Spencer Street Rochester, NY 14608 HRP completed Site remediation design (excavation and capping), remedial construction oversight, and reporting.
Mr. Vincent DeSantis - Mayor City of Gloversville 3 Frontage Road Gloversville, NY 12078 518-773-4551 vdesantis@cityofgloversville.com Started April 2023 scheduled for completion October 2023	Pan American Remedial Design & Management ERP Grant 312 W. Fulton Street Gloversville, NY 12078 HRP completed Site Remediation design (excavation and capping), remedial construction oversight, and reporting.



EXPERIENCE AND QUALIFICATIONS

COST

As indicated in the RFP, HRP has developed a proposed fee for professional services including a complete summary of the estimated number of hours, schedule of hourly rates for each classification, and total not-to-exceed cost for the Scope of Services to be performed. The summary table is attached and has been prepared to show titles, rates, and estimated hours for each task described, for ease of review by the City. Please note that DEC requires professional services to be provided at rates approved by the State. HRP has approved current rates with NYSDEC and has utilized these in our cost estimate preparation. The final cost may vary if rates are governed by other criteria.

Task	Number/Units	Units	Cost Per Unit	Cost
Task 1: Site Inspection and Conceptual Cap Design Meeting				
Task 1 Labor: Project Manager, P.E.	10	Per Hour	\$153.00	\$1,530.00
Task 1 Labor: Senior Engineer	8	Per Hour	\$115.00	\$920.00
Task 1 Expenses: Mileage/Tolls	1	Per Visit	\$188.00	\$188.00
Task 1 Subtotal:				\$2,638.00
Task 2: Citizen Participation Plan				
Task 2 Labor: Project Manager, P.E.	2	Per Hour	\$153.00	\$306.00
Task 2 Labor: Senior Engineer	2	Per Hour	\$115.00	\$230.00
Task 2 Labor: Project Professional	0	Per Hour	\$145.00	\$0.00
Task 2 Subconsultant: EDR, MWBE	1	Lump Sum	\$6,000.00	\$6,000.00
Task 2 Subtotal:				\$6,536.00
Task 3: Emerging Contaminant Sampling				
Task 3 Labor: Project Manager, P.E.	2	Per Hour	\$153.00	\$306.00
Task 3 Labor: Senior Geologist	4	Per Hour	\$108.00	\$432.44
Task 3 Labor: Project Geologist	16	Per Hour	\$99.00	\$1,584.00
Task 3 Expenses: Travel/Tolls/Shipping	1	Per Event	\$531.00	\$531.00
Task 3 Expenses: Laboratory, PFAS, 1,4-Dioxane (2 wells)	1	Per Event	\$1,260.00	\$1,260.00
Task 3 Expenses: Purge Water Disposal	1	Per Drum	\$350.00	\$350.00
Task 3b: Soil Vapor Intrusion Access, Sampling, Reporting				\$4,463.44
Task 3b Labor: Project Manager	8	Per Hour	\$126.00	\$1,008.00
Task 3b Labor: Senior Geologist	16	Per Hour	\$108.00	\$1,729.76
Task 3b Labor: Project Geologist	24	Per Hour	\$99.00	\$2,376.00
Task 3b Expenses: Travel/Tolls/Shipping	1	Per Event	\$531.00	\$531.00
Task 3b Expenses: (PID, He Detector, He Gas)	1	Per Event	\$650.00	\$650.00
Task 3b Expenses: (TO-15, Cat B Deliverable)	1	Per Event	\$1,300.00	\$1,300.00
Task 3 and 3b Subtotal:				\$16,521.64



EXPERIENCE AND QUALIFICATIONS

Task	Number/Units	Units	Cost Per Unit	Cost
Task 4: Site Survey Base Mapping, if Required				
Task 4 Labor: Project Manager, P.E.	10	Per Hour	\$153.00	\$1,530.00
Task 4 Labor: Senior Engineer	4	Per Hour	\$115.00	\$460.00
Task 4 Subconsultant: MWBE	1	Lump Sum	\$7,500.00	\$7,500.00
Task 4 Expenses: Travel/Tolls	1	Lump Sum	\$188.00	\$188.00
Task 4 Subtotal:				\$9,678.00
Task 5: RAWP Development				
Task 5 Labor: Project Manager, P.E.	30	Per Hour	\$153.00	\$4,590.00
Task 5 Labor: Senior Engineer	20	Per Hour	\$115.00	\$2,300.00
Task 5 Labor: Project Engineer	8	Per Hour	\$110.00	\$880.00
Task 5a: Preparation of HASP				
Task 5 Labor: Project Manager, P.E.	1	Per Hour	\$153.00	\$153.00
Task 5 Labor: Senior Engineer	1	Per Hour	\$130.00	\$130.00
Task 5 Labor: Project Professional	2	Per Hour	\$99.00	\$198.00
Task 5b: CAMP				
Task 5b Labor: Project Manager, P.E.	1	Per Hour	\$153.00	\$153.00
Task 5b Labor: Senior Engineer	4	Per Hour	\$115.00	\$460.00
Task 5b Labor: Project Professional	6	Per Hour	\$99.00	\$594.00
Task 5c: Engineer's Estimate				
Task 5c Labor: Project Manager, P.E.	4	Per Hour	\$153.00	\$612.00
Task 5c Labor: Senior Engineer	10	Per Hour	\$115.00	\$1,150.00
Task 5, 5a, 5b, and 5c Subtotal:				\$11,220.00
Task 6: MCG Amendment				
Task 6 Labor: Project Manager, P.E.	8	Per Hour	\$153.00	\$1,224.00
Task 6 Labor: Senior Engineer	2	Per Hour	\$115.00	\$230.00
Task 6 Labor: Project Professional	1	Per Hour	\$99.00	\$99.00
Task 6 Subtotal:				\$1,553.00
Task 7: Bid Support				
Task 7 Labor: Project Manager, P.E.	20	Per Hour	\$153.00	\$3,060.00
Task 7 Labor: Senior Engineer	24	Per Hour	\$115.00	\$2,760.00
Task 7 Labor: Project Engineer	6	Per Hour	\$110.00	\$660.00
Task 7 Subtotal:				\$6,480.00
Task 7a: Bid Support				
Task 7a Labor: Project Manager, P.E.	8	Per Hour	\$153.00	\$1,224.00
Task 7a Labor: Senior Engineer	8	Per Hour	\$115.00	\$920.00



EXPERIENCE AND QUALIFICATIONS

Task	Number/Units	Units	Cost Per Unit	Cost
Task 7a Labor: Project Engineer	2	Per Hour	\$110.00	\$220.00
Task 7a Subtotal:				\$2,364.00
Task 8: Engineering Oversight, weekly rate				
Task 8 Labor: Project Manager, P.E. (1.5hrs/day)	1	Per Week	\$956.00	\$956.00
Task 8 Labor: Senior Engineer (46 hours per week)	1	Per Week	\$5,290.00	\$5,290.00
Task 8 Expenses: Per Diem	1	Per Week	\$910.00	\$910.00
Task 8 Expenses: Mileage/Tolls	1	Per Week	\$188.00	\$188.00
Task 8 Subtotal:				\$7,344.00
Subtotal Assuming 6 Weeks Oversight				\$44,064.00
Task 9: Site Management Plan				
Task 9 Labor: Project Manager, P.E.	16	Per Hour	\$153.00	\$2,448.00
Task 9 Labor: Senior Engineer	24	Per Hour	\$115.00	\$2,760.00
Task 9 Labor: Project Professional	8	Per Hour	\$99.00	\$792.00
Task 9 Subtotal:				\$6,000.00
Task 10: Final Engineering Report				
Task 10 Labor: Project Manager, P.E.	20	Per Hour	\$153.00	\$3,060.00
Task 10 Labor: Senior Engineer	24	Per Hour	\$115.00	\$2,760.00
Task 10 Labor: Project Engineer	8	Per Hour	\$110.00	\$880.00
Task 10 Subtotal:				\$6,700.00
Task 11: Project Support				
Task 11 Labor: Project Manager, P.E.	16	Per Hour	\$153.00	\$2,448.00
Task 11 Labor: Senior Engineer	8	Per Hour	\$115.00	\$920.00
Task 11 Labor: Project Engineer	12	Per Hour	\$110.00	\$1,320.00
Task 11 Subtotal:				\$4,688.00
Grand Total: \$118,442.64				



Brownfield Experience

SECTION 2



BROWNFIELD EXPERIENCE

Herkimer County IDA EPA Brownfield Assessment Grant \$200,000 John Piseck, Chief Executive Officer; 315-866-3000; jpiseck@herkimercountyida.org	
Project Summary: HRP and Elan worked with the Herkimer County IDA to initiate a Brownfield redevelopment program. This project was initiated in 2017 with HRP's preparation of an EPA Brownfield Assessment Grant Application on behalf of the Herkimer County IDA. The grant was awarded in 2018. HRP worked with Herkimer County IDA to identify, inventory, and assess Brownfields throughout the county. Grant activities were closed in 2021, though most recently HRP has assisted Herkimer County IDA in the application of a second grant which was awarded in the amount of \$500,000 in May 2022.	
Scope of Work	Personnel
Site Characterization and Assessment Activities: Identified 152 Brownfields, assessed 55 Brownfield sites, completed Phase I's on three sites and Phase II's on three sites.	Mark Wright, James Charter, Stefan Truex/HRP
Brownfields Marketing: Developed Brownfield site fact sheets to showcase key sites to be presented at the region-wide Mohawk Valley Brownfields Developer Summit's 2021 virtual event and 2022 event in person.	Thomas Seguljic/HRP, Lisa Nagle/Elan
Community Outreach: Established Brownfields Redevelopment Taskforce, to engage stakeholders, held five public outreach meetings to provide progress updates, obtain community input and respond to public comments.	Thomas Seguljic/HRP
Brownfield Redevelopment Planning: Conducted public outreach to identify key sites, future uses and potential disposition strategies for each of the sites. Developed detailed redevelopment and disposition plans for the highest priority Doufold site.	Thomas Seguljic/HRP
Reporting: Completed quarterly reports required by EPA, uploaded site data to EPA ACRES system, developed workplan and QAP in accordance with EPA requirements, and obtained input and signoffs from NYSDEC when necessary.	Mark Wright, Darlene Lisa/HRP
Highlighted Accomplishments	
The Herkimer County IDA, through public outreach, market studies and environmental assessments identified and moved forward on five priority redevelopment sites: • Duofold Site, Ilion - Completed Remedial Investigation including receipt of notice from NYSDEC stating the site has been thoroughly investigated. Developed clean-up plan, and conceptual redevelopment plan. HRP and Herkimer County IDA are currently working with the Village of Ilion to pursue clean-up funding from former site operators. • Town of Webb Former Maintenance Garage - Former 94-acre maintenance facility to be redeveloped as 40-unit work force housing (the Town is sending out RFP). Estimated \$4M investment. • Bills School, Herkimer - Former 0.88- acre school to be redeveloped as affordable housing and co-working space for low-income individuals. The project is estimated to have a value of \$2.5M. • Frankfort Town Hall - 2.2-acre former town hall to be redeveloped as affordable housing. The project is estimated to have a value of \$1.5M. • HM Quackenbush, Herkimer - Former 1.5-acre manufacturing site to be developed as a STEAM facility. The project is estimated to have a value of \$3M.	



BROWNFIELD EXPERIENCE

City of Gloversville EPA Brownfield Assessment Grant, \$300,000; and Brownfield Opportunity Area Nomination Study, \$225,000 Mayor Vincent DeSantis, City of Gloversville; 518-773-4551; vdesantis@cityofgloversville.com	
Project Summary: HRP, Elan and MRB worked with the City of Gloversville to initiate a Brownfield redevelopment program. This project began in 2019 with HRP's and HRP/Elan preparation of EPA Brownfield Assessment and NYS BOA grant applications, respectively, on behalf of the City. The grants were awarded in 2020 and allowed HRP and Elan to work cooperatively to identify, inventory, and assess Brownfields throughout the City. Through the assessment process, the Cayadutta Creek Corridor, Tradition Leather, Decca Records and Reisdorph Tannery sites were identified as priority areas for redevelopment. HRP completed site investigations to determine the degree and extent of contamination while Elan collaborated with the community to identify the site's highest and best use and create property sheets to showcase site for potential developers. Initial Assessment Grant activities were closed in 2022. Based on the success of the initial EPA Brownfield Assessment Grant, HRP assisted Gloversville in an application for a second EPA Brownfield Assessment Grant. As a result, Gloversville was awarded an additional \$500,000 EPA Brownfield Assessment grant in May 2022.	
Scope of Work	Personnel
Site Characterization and Assessment Activities: Identified 168 abandoned, dilapidated, idle, and vacant industrial sites in Gloversville including 47 Brownfields encompassing 128 acres, completed Phase I's on 25 sites and Phase II's on two sites.	Mark Wright, James Charter, Stefan Truex/HRP
Brownfields Marketing: Created Brownfield site fact sheets to showcase key sites to be presented at the region-wide Mohawk Valley Brownfields Developer Summit 2021 virtual event and 2022 in-person event.	Thomas Seguljic/HRP, Lisa Nagle/Elan
Community Outreach: Established Brownfields Redevelopment Taskforce to engage stakeholders, held six public outreach meetings to provide progress updates, obtained community input and responded to public comments. Outreach activities continue under the BOA Nomination Study.	Lisa Nagle /Elan Thomas Seguljic, Mark Wright /HRP
Brownfield Redevelopment Planning: Identified eight key redevelopments sites/areas, for each site developed a reuse plan including completion of market analysis and public outreach to identify future use, and clean-up plans. Planning for these sites continues under the implementation of the BOA Nomination Study.	Mike N'dolo/MRB Lisa Nagle /Elan
Reporting: Completed quarterly reports required by the EPA, uploaded site data to the EPA ACRES system, developed workplan and QAP in accordance with EPA requirements. Obtained input and signoffs from NYSDEC when necessary.	Mark Wright, Darlene Lisa/HRP
Highlighted Accomplishments	
During the assessment process, with input from the public, the City identified eight priority sites for redevelopment. Each of the sites is being maneuvered through the Brownfield redevelopment process: • Wood & Hyde – Redevelopment of 6.2-acre former tannery as a DPW garage. Investment is \$1.1M • 52 Church Street – Redevelopment of 2.9-acre former commercial site subsidized housing. Investment is \$22M • 129 South Main Street – Environmental hazards have been addressed on this former gasoline station. Sale is pending for the redevelopment of the site as retail space in an underserved section of the City. • Reisdorph Tannery - Created clean-up and redevelopment plans to develop the former tannery site into a bike park. Assisted the City in the application for an EPA clean-up grant. • Tradition Leather - Redevelopment and clean-up planning is underway. A community need for mixed residential and recreational land use has been identified. Economic and clean-up planning are underway. • Crescent Area, Former Decca Records, Van Tent Pole Site and Comrie Site - Development of clean-up plans are underway. Simultaneously, community outreach to develop neighborhood needs and economic planning is being completed.	



BROWNFIELD EXPERIENCE

Fulton County Center for Regional Growth Brownfield Assessment Grant \$300,000 Ron Peters, President and Chief Executive Officer; 518-725-7700; ronp@fccrg.org	
Project Summary: HRP Associates, Inc. is assisting the Fulton County Center for Regional Growth (CRG) to develop a Brownfield program that will: educate public officials, property owners and the public; identify, assess and investigate brownfield sites; and develop remediation and redevelop plans for selected sites. To date, HRP has assisted in the creation of Task Force that has identified 54 potential Brownfield sites, completed 2 public outreach meeting, and completed a Phase 1 site assessment on 7 sites. Based on the information collected to date the Task Force identified 4 key sites (Korkay Inc, Skips, Mohawk Furniture and Fashion Tannery as key sites based on their location, acreage, public or private owner willing to participate and potential for redevelopment. Phase II site investigation will be completed at these sites. Based on the collected environmental information, and public input, 2 sites will be selected for public engagement to identify future sites uses and creation of site reuse concept plans. HRP will utilize the site plans, public/NYSDEC and site owner input to incorporate remedial design into a site redevelopment plan to reduce site remediation costs.	
Scope of Work	Personnel
Site Characterization and Assessment Activities: Identified 54 abandoned, dilapidated, idle, and vacant industrial sites completed Phase I's on seven sites.	Mark Wright, James Charter, Stefan Truex/HRP
Brownfields Marketing: N/A	
Community Outreach: Participated in meeting with city and public outreach.	Thomas Seguljic and Mark Wright/HRP
Brownfield Redevelopment Planning: Identified key redevelopments sites/areas, for each site developed a reuse plan including completion of market analysis and public outreach to identify future use, and clean-up plans. Planning for these sites will be initiated in the spring 2023.	Thomas Seguljic and Mark Wright/HRP Jean Harriman/CCLR
Reporting: Completed quarterly reports required by EPA, uploaded site data to EPA ACRES system, developed workplan and QAP in accordance with EPA requirements. Obtained input and signoffs from NYSDEC when necessary.	Darlene Lisa/HRP
Highlighted Accomplishments	
HRP completed the environmental site information and identified obstacles for a comprehensive waterfront development plan.	



BROWNFIELD EXPERIENCE

ADDITIONAL BROWNFIELD PROJECT EXPERIENCE		
CLIENT	HRP PROJECT SUMMARY	PROJECT TYPE
Herkimer County, NY Incidence of Temporary Ownership (ITO) Phase I/II	- Educated County attorney on ITO - Once an ITO was obtained, HRP completed Phase I/Phase II at abandoned gas station - Determined site contamination - Developed remediation plan and costs - Allowed County to foreclose - County intends to redevelop as a parking lot for an adjacent bike trail to allow access	County Foreclosure/ ITO \$17,000
Confidential Fortune 100 M&A Environmental Due Diligence	- Conducted environmental records review and interviewed site staff to identify environmental issues at 26 sites in NY as part of a portfolio property transfer - Conducted Phase I at site with environmental issues - Issued Phase I reports	Phase I Portfolio \$75,000
Private Developer Bona Fide Prospective Purchaser (BFPP) Agreement	- HRP completed Phase I of former dry cleaner that determined site was contaminated and partial remedial activities completed - HRP and client attorney negotiated BFPP with NYSDEC to allow developer to develop site but be held harmless for encountered contamination so long as they implemented the Site Management plan (SMP) - HRP completed SMP	Bona Fide Prospective Purchaser (BFPP) Agreement \$32,000
Scolite Site, Troy, NY Brownfield Site Investigation and Remediation Plans	- HRP assisted city with obtaining grant to investigate and remediate former foundry on Hudson River Waterfront - Implemented QAPP, CAMP and CPP - Completed Phase I and II - Identified remedial alternatives and costs to redevelop the site and obtain a NYSDEC Certificate of Closure - Evaluated scrap material recovery - Assisted with community outreach and reporting	NYSDEC Brownfield Grant \$200,000
South Troy Waterfront, NY Brownfield Inventory, Investigation & Conceptual Redevelopment Plans	- Completed inventory and analysis of environmental conditions of multi-parcel area along the Troy waterfront - Reviewed site environmental conditions and evaluated potential development plans - Assisted with community outreach and reporting - Completed a Step 2 Nomination Study inclusive of a Master Plan for the redevelopment of the city's waterfront	Former Industrial Waterfront NYSDEC Brownfield Opportunity Assessment \$150,000
Mohawk Valley Economic Development Growth Enterprise Corporation (MVEDGE)	- Project initiated March 2022 - Working with Labella to and MVEDGE to inventory and identify Priority sites - Initiated investigations at four (4) sites - Obtained \$1M EPA Brownfield Revolving Loan Fund to remediate Priority sites	EPA Brownfield Assessment and Revolving loan Fund \$1M
Fulton County Center for Regional Growth (FCCRG)	- Project initiated January 2022 - Obtained \$300,000 EPA Brownfield Assessment Grant - Working with Center for Creative Land Recycling (CCLR) and FCCRG to inventory and indent key sites - Completed five (5) Phase I's to date	EPA Brownfield Assessment and Revolving loan Fund \$300,000
Bristol, CT Brownfield Assessment	- Assisted in obtaining EPA grant - Prepared QAPPs and completed Phase II and III assessments at multiple sites - Worked with municipal and local health officials to develop public involvement programs and conduct public meetings - Assisted with EPA reporting	EPA Brownfield Assessments Grant \$200,000



BROWNFIELD EXPERIENCE

ADDITIONAL BROWNFIELD PROJECT EXPERIENCE		
CLIENT	HRP PROJECT SUMMARY	PROJECT TYPE
Bristol, CT Brownfield Site Remediation	- Obtained EPA remediation grant to remediate and redevelop gas station as riverfront pocket park - Completed asbestos abatement, building demolition, and remediation - Assisted with Community Outreach and reporting	EPA Brownfields Remediation Fund \$143,000
Sullivan County Brownfield Assessment Grant	- Prepared EPA Brownfield Assessment Grant Applications - Developed Brownfield strategy - Completed Inventory of Brownfield Sites	EPA Brownfield Assessment Grant/ \$200,000
Former Bethlehem Corporation, Easton, PA Brownfield Investigation and Remediation	- Conducted investigation at 100-year old steel foundry - Developed site remediation and building demolition plans - Incorporated remediation plans into site design and construction	Private Brownfield Clean-up Agreement \$2.2M
Derby, CT Brownfield Site Investigation and Remediation	- Completed Phase I Environmental Site Assessment (ASTM 1527-13 and AAI) - Developed QAPP and completed Phase II Environmental Site Assessment - Completed Hazardous Building Materials Survey Completed Remedial Plan-ning	EPA Brownfield Assessment Grant for Valley Council of Governments \$145,000
Connecticut Brownfield Land Bank (CTBLB) Bristol, CT	- Prepared QAPP for EPA approval - Completed Phase I and Phase II Environmental Site Assessments - Remedial evaluation and design and costing for remedial action plan	EPA Assessment Grant Program through NVCOG Regional Brownfields Partnership \$80,000
Naugatuck Valley Council of Governments (NVCOG) Berlin, CT	- Prepared QAPP for EPA approval - Completed Phase I and Phase II Environmental Site Assessments - Remedial evaluation and design and costing for remedial action plan	EPA Assessment Grant Program through NVCOG Regional Brownfields Partnership \$152,000
Lewis County Brownfield Site Inventory, Investigation and Conceptual Site Redevelopment Plans	- Completed inventory of Black River waterfront properties - Evaluated environmental condition properties within BOA - Developed conceptual development plans for Lyons Falls Paper Mill - Assisted with Community Outreach	Private Brownfield, NYSDEC Brownfield Agreement \$125,000
Mechanicville, NY Brownfield Investigation and Remediation Plans Brownfield Investigations and Remediation Plans	- Assisted in obtaining a NYSDEC grant - Developed HASP, QAPP, and Community Air Monitoring Plan (CAMP) and investigation/remedial plans - Completed public outreach and participation activities - Worked with site developers to incorporate site design into remediation plans	Former Industrial Site NYSDEC Brownfield Environmental Restoration Program \$260,000
Mohawk, NY Brownfield Investigation and Remediation	- Assisted the town in obtaining a NYSDEC grant - Completed site investigation and Interim Remedial Measures - Incorporated remediation plans into site redevelopment plans	NYSDEC Brownfield Environmental Restoration Program \$140,000



BROWNFIELD EXPERIENCE

ADDITIONAL BROWNFIELD PROJECT EXPERIENCE		
CLIENT	HRP PROJECT SUMMARY	PROJECT TYPE
Lyons Falls, NY Lewis County Brownfield Site Inventory, Investigation and Conceptual Site Redevelopment Plans	- Partnered with Elan.3 to complete BOA - Evaluated environmental condition of each property within the BOA - Developed conceptual development plans for Lyons Falls Paper Mill - Assisted with Community Outreach	Former Industrial Waterfront NYSDEC Brownfield Opportunity Assessment \$60,000
Torrington, CT Brownfield Assessment and Revolving Loan Fund	- Completed Phase I on 10 sites integral to downtown revitalization - Prepared Quality Assurance Project Plans (QAPP) - Completed five Phase II subsurface investigations - Assisted city in securing a \$1M Cleanup Grant from US EPA - Participated in Community Outreach meetings and assisted with EPA reporting - Assisted on Developer Day to promote EPA Revolving Loan Fund and other funding - Assisted Torrington Police Athletic League with planning redevelopment of urban sites with athletic facilities to spur activity in downtown district	EPA Brownfield Assessment Grant and EPA Revolving Loan Fund (RLF) Program \$1,300,000
Safe Harbors of the Hudson	- Worked with Safe Harbors of the Hudson to obtain \$300,000 EPA Brownfield Assessment Grant to identify and assess Brownfield sites in Newburgh - Project to be initiated late 2022	EPA Brownfield Assessment \$500,000
New London, CT Brownfield Site Investigation and Remediation	- Completed investigation of petroleum at river's edge in area of a proposed walkway. - Researched and recommended installation of specialized filter fabric to prevent oil migration but allow water flow - Work completed on accelerated basis to accommodate use of park - Assisted with Community Outreach and reporting	EPA Brownfield Assessment Grant \$200,000
Broome County (Brandywine)/BOA	Inventoried and analyzed Brownfield, abandoned and vacant sites, environmental conditions, and natural resources within the proposed BOA	NYSDEC Brownfield Opportunity Assessment \$25,000
Lyons Falls, NY Lewis County Brownfield Site Inventory, Investigation and Conceptual Site Redevelopment Plans	- Completed inventory of waterfront properties along the Black River - Evaluated environmental condition of each property within the BOA - Developed conceptual development plans for Lyons Falls Paper Mill - Assisted with Community Outreach	NYSDEC Brownfield Opportunity Assessment \$20,000
Former Thompson Mill, Greenwich, NY/ Brownfield Site Investigation and Hazmat Assessment, Remediation Plans and Building Demolition Plans	25.3-acre site on Battenkill River occupied by a dilapidated paper mill - Completed a pre-demo hazmat sampling, Phase I ESA, and Phase II - Developed site remediation plans and asbestos abatement - Oversaw asbestos abatement and building demolition - Elan Planning created preliminary site redevelopment plans - Use enhanced scrap material recovery during demo - Completed Community Outreach and reporting	Private Brownfield, NYSDEC Brownfield Agreement \$125,000



Key Staff Resumes

SECTION 3



SENIOR PROJECT MANAGER

GLENN NETUSCHIL, PE

Mr. Netuschil has over 30 years of experience in the environmental field. His experience includes the design of remedial actions including engineered soil caps, in-situ soil and groundwater remediation systems, pump and treat systems, high-vacuum product recovery systems, air sparging and soil vapor extraction and sub-slab depressurization systems. In addition, Mr. Netuschil has extensive experience completing construction cost estimating, preparation of contractor bid documents and specifications, construction oversight and project management. Detailed responsibilities also include development of remedial action work plans, preparation of remedial investigation/feasibility studies involving innovative technologies, final engineering reports, site management plans, and preparation of engineering drawings.

EXPERIENCE

Raeco Products, NYSDEC Cap Design, Rochester, NY

Mr. Netuschil was the Project Manager for the design, bid document and plan preparation for soil capping of a 3.4-acre former industrial site in Rochester, NY. Mr. Netuschil completed design documents, bid specifications, bid review and Final Engineering Report. The project was completed under a NYSDEC contract.

Matt Brewer, NYSDEC Cap Design, Elmira, NY

Mr. Netuschil was the project Manager for the design, bid document and plan preparation for soil capping of a 1-acre former oil storage facility located in a residential section of Elmira NY. Mr. Netuschil completed design documents, bid specifications, bid review and Final Engineering Report. The project was completed under a NYSDEC contract.

Groundwater Collection Treatment Monitoring, Manufacturing Facility, Utica, NY

Project Manager for the operation, maintenance, and monitoring of a groundwater collection treatment system pumping at 45 gallons per minute and an active sub-slab depressurization system for a 500,000 square foot manufacturing facility in Utica, NY.

Soil Remedial Activities, Buffalo, NY

Senior Engineer for design and implementation of soil remedial activities for a site in Buffalo, New York for an area impacted with nitrobenzene. The soil remedial activities included performing in situ chemical oxidation with potassium permanganate and in situ stabilization. Due to the low permeable soil, the potassium permanganate was injected into the soil using large diameter soil mixing augers. Responsibilities included design, specifications, contractor bidding and selection process and construction oversight.

Remediation System Design, Truck Facility, NY

Project Engineer for the design and construction of a remediation system to treat gasoline impacted soil and groundwater at a truck facility in New York. Activities included performance of an air sparging/soil vapor extraction pilot study, design and implementation of an air sparging/soil vapor extraction system, in-well air sparging system, and floating product removal using a drop-tube with soil vapor extraction system.

Vapor Mitigation System Design, Warehouse, Woodbridge, NJ

Senior Engineer for the design and of a Vapor Mitigation System (VMS) for a 1.5 million square foot warehouse in Woodridge, New Jersey. The system design includes 645 vapor extraction wells to mitigate elevated levels of chlorinated solvents and petroleum compounds from migrating from the subsurface into the building.

EDUCATION

- BS, Civil Engineering, University of Nevada, Reno, 1990

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

- Professional Engineer: NY #074741

TRAININGS

- OSHA 40HR Hazardous Waste Health and Safety Training, 1993

PUBLICATIONS

- Large-Scale Enhanced Reductive Dechlorination for the Remediation of Chlorinated Volatile Organic Compounds. Kwan, W. P., Senh, S., and G. Netuschil, Proceedings of The Seventh International Conference on Remediation of Chlorinated and Recalcitrant Compounds, Paper F-036, 2010.

Soil Excavation and Disposal, Former Aircraft Manufacturing Facility, Bethpage, NY

Project Engineer for the excavation and disposal of impacted soil inside a former aircraft manufacturing facility building in Bethpage, New York. The excavation activities required sheeting/shoring to depths 30 feet below the floor elevation inside the building. Responsibilities included review of sheeting/shoring plans, specifications, concrete slab restoration design, construction management and oversight.

Design Groundwater Remediation System, Former Landfill, NY

Project Engineer for the design of a groundwater remediation system to prevent migration of a chlorinated solvent plume from a former landfill in New York. The groundwater remediation system consisted of a groundwater extraction and treatment system and in situ ERD innovative technology. The ERD technology is designed to enhance the anaerobic degradation of chlorinated solvents by injecting organic carbon to create a reducing environment. The groundwater remediation system included air stripping, and automated injection system for remote system control and adjustment of remediation system.

Soil Remedial Activities, Manufacturing Facility, NC

Project Engineer for the design and implementation of soil remedial activities for an active manufacturing facility located in North Carolina. The soil remedial activities consisted of the placement of soil, asphalt, and concrete caps over polychlorinated biphenyls (PCB) contaminated soil. Responsibilities included design of reinforced concrete slabs, specifications, contractor bidding and selection process and construction oversight.



PROJECT MANAGER

KEVIN A. MCNALLY, PE

Kevin McNally, a Project Manager, has ten years of experience in the environmental consulting industry. His project experience includes site due diligence, site investigation and characterization, remedial design, bid specification and site plan preparation. Kevin has experience implementing a variety of remedial approaches including excavation and disposal, engineered cap systems, institutional controls, and active remedial systems. Technical duties include the preparation of drawings and specifications for remediation construction projects, coordination of necessary permit applications, and construction administration tasks.

EXPERIENCE

Raeco Products, NYSDEC Cap Design, Rochester, NY

Served as Project Engineer and assisted with the preparation of design, bid document and plan preparation for soil capping of a 3.4-acre former industrial site in Rochester, NY. Mr. McNally assisted with design documents, bid specifications, bid review, remediation oversight and Final Engineering Report. The project was completed under a NYSDEC contract.

Matt Brewer, NYSDEC Cap Design, Elmira, NY

Served as Project Engineer and assisted with the preparation of design, bid document and plan preparation for soil capping of a 1-acre former oil storage facility located in a residential section of Elmira NY. Mr. McNally assisted with design documents, bid specifications, bid review, remediation oversight and Final Engineering Report. The project was completed under a NYSDEC contract.

Former Pratt & Whitney Redevelopment, North Haven, CT

Served as Project Engineer and field manager for the demolition of a former 1.1 million square foot manufacturing facility. Responsibilities included design of a geomembrane cap system, preparation of bid document, plan preparation and peer review of a sub-slab depressurization system, and contractor oversight and direction during soil remediation activities.

Montgomery Mill Redevelopment, Windsor Locks, CT

Served as Project Engineer for the redevelopment of the former mill facility into a mixed-use housing complex. Responsibilities included preparation of plans and specifications associated with soil remediation, underground storage tank removal, and construction of a cap and liner system to manage contaminated materials at the site.

Former National Welding Demolition and Remediation, Newington, CT

Served as Project Engineer and field manager during the demolition and remediation of a 90,000 square foot former metal fabrication facility. Responsibilities included preparation of project specifications, materials management, disposal tracking, submittal review and tracking, invoice review and tracking, confirmatory sampling, development of a sampling plan to investigate PCB impacts to concrete, and reporting.

PCB-Soil Remediation Project, Lafayette, IN

Served as Project Engineer and field manager for the remediation of 43,000 tons of PCB-impacted soil and construction of two lined wastewater ponds. Responsibilities included documentation of daily contractor activities, inspection of site stormwater controls, collection of confirmation soil samples, management of lab analytical data, invoice review, and preparation of a project summary report to document the completed remediation and construction activities.

EDUCATION

- BS, Environmental Engineering, University of Connecticut, 2012
- BA, German Studies, University of Connecticut, 2012

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

- Professional Engineer, #0032513, CT
- Professional Engineer, #122714, TN

TRAININGS

- OSHA 40 Hour HAZWOPER,
- Confined Space Entry,
- MSHA Part 48



SENIOR PROJECT SCIENTIST

JAMES K. CHARTER

Mr. Charter, with over 19 years of experience has completed environmental services including the coordination, oversight, and management of Phase I, Phase II, and Phase III Environmental Site Assessments (ESAs), and remedial construction management. Specific experience includes completion and management of hundreds of Phase I ESAs, oversight of tank removal and replacement, soil/groundwater removal and treatment, in-situ remediation, soil capping management and coordination with state and federal regulators in compliance with NYSDEC DER-10 Technical Guidance..

EXPERIENCE

Construction Management

Mr. Charter has managed numerous remedial projects including soil excavation, soil capping and installation of in-situ systems (air sparging, soil venting, etc.) for NYSDEC, EPA Brownfield and private client projects. Mr. Charter was responsible for supervising contractors, conducting daily safety meeting, inspecting stockpiled materials, conducting dust monitoring and PID readings at up and down wind of exclusion zones, completing closure sampling, signing Manifest for disposal and communicating with Project Manager and Contractor.

Construction Monitoring and Environmental Compliance

Mr. Charter has provided geo-technical oversight for numerous multi-million-dollar construction projects while ensuring that all projects were completed in accordance with project specifications. Experience includes monitoring multiple drill rigs, excavations, placement of structural fill, preparation of foundation bearing surfaces, compilation of soil densities, drilling shafts, geo-pier installation, and installation of engineered soil caps.. Mr. Charter has managed a soil laboratory examining the compaction and grain size of fill materials for engineering purposes.

Remediation Technologies

Mr. Charter has travelled countrywide, conducting and supervising remedial projects using chemical oxidation to remediate various contaminants in the sub-surface. These jobs were completed following strict health and safety measures and were effective in drastically reducing contamination levels. He has also coordinated the cleaning of a Superfund site working with the EPA and Army Core of Engineers.

NYSDEC Contract D006130, Remedial Investigation, Former Elka Company, Lindenhurst, NY

Served as a project scientist for the NYSDEC Fort Former Elka Company project. Mr. Charter was responsible for sampling soil, groundwater, and soil vapor to determine if a contaminated groundwater plume down gradient of the site may have been emanating from the site as a source of the contamination. Services were completed in May 2015.

NYSDEC Contract D006130, Remedial Investigation, Hornell Water Supply Wells, Hornellsville, NY

Served as a project scientist for the NYSDEC Hornell Water Supply Well project. Mr. Charter was responsible for field activities including a pump test of the water supply wells, and the installation of groundwater monitoring wells and collection of soil and groundwater samples in an attempt to determine the source of trace TCE detected in the Town water supply wells, and for report preparation. Services were completed throughout 2011.

EDUCATION

- Johnson State College, Johnson, VT, B.A. with Honors, Environmental Science

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

- AHERA Accredited Asbestos Inspector- NY State, Current

TRAININGS

- OSHA 40-Hour HAZWOPER, 2004
- OSHA 8-Hour HAZWOPER Refresher, 2005-2018
- OSHA 8-Hour HAZWOPER Supervisor Training, Feb, 2010
- OSHA 10-Hour Construction Outreach Training Certified, 2007
- Asbestos Inspector Certification, 2013-2018
- American Red Cross First Aid & CPR, Current
- NYC OER, Brownfield TurboTraining, Gold Certified, Nov, 2016



J. CHARTER
continued

Remedial Investigation, Former C & F Plating, Albany, NY

Served as a project scientist for the NYSDEC Former C&F Plating project. Mr. Charter was responsible for field activities including the installation of groundwater monitoring wells and collection of surface soil, soil and groundwater samples in an attempt to determine how historical activities at the Site potentially impacted on-site/off-site media, and for report preparation. Services were completed from December 2011 to May 2012.

SUMMARY OF QUALIFICATIONS

Lisa Nagle, AICP, RLA, is known in the planning community for her dynamic and engaging presence. Throughout her career, Ms. Nagle has led and developed numerous projects in close partnership with community leaders, volunteer committees, the private sector, and the general public. She has practiced strategic planning, project visioning/goal setting, and economic development for over 30 years. Lisa's passion and knowledge is evident and, as such, she is a frequent presenter at both national and local conferences. She is also a knowledgeable author with published articles in several planning publications. Ms. Nagle has proven experience in the areas of consensus-building, community revitalization, project strategy, grant writing, and utilizing geographic information systems (GIS) to assist clients in decision-making with regard to community planning, site development, and resource management.

RELEVANT EXPERIENCE

- Step 2 Brownfield Opportunity Area (BOA) Nomination Study (590 acres), City of South Troy, NY
- Site Inventory Evaluation & Prioritization Initiative, The Agency, Broome County, NY
- Bucksport Mill/AIM Development Area-Wide Planning, Bucksport, ME
- Mid-City Area-Wide Planning Project (380 acres), Pittsburg, KS
- Harbor Point Redevelopment Plan (Design, Public Outreach, and Environmental Review), City of Utica, NY
- Mohawk Valley Health Systems (MVHS) New Hospital Siting and Capacity Analysis City of Utica, NY
- Site Redevelopment Strategy Griffiss Tech Park (formally Griffiss AFB), for Mohawk Valley EDGE, Rome, NY
- Cree Facility Construction Mohawk Valley Fab Redevelopment, Marcy, NY
- Develop a Local Waterfront Revitalization Program and Brownfield Opportunity Area Plans for North and South, City of Albany, NY
- Downtown Revitalization Initiative (DRI), Comprehensive Plan and Zoning Ordinance Update, Streetscape Improvements, City of Watertown, NY
- Brownfield Opportunity Area Nomination Study for the City of Gloversville, NY
- Step 2 Brownfield Opportunity Area (BOA) Waterfront Heritage Area Nomination Study, Amsterdam, NY
- Step 2 and 3 Brownfield Opportunity Area Nomination Study Federally Designated Superfund Site, Town and Village of Fort Edward, NY
- Coastal Lakeshore Economy and Resiliency (CLEAR) Planning for Orleans, Niagara and Wayne Counties, Lake Ontario, NY
- Step 2 Brownfield Opportunity Area (BOA) Nomination Study (240 acres) and Comprehensive Plan, City of Binghamton, NY
- Step 2 Brownfield Opportunity Area (BOA) Nomination Study (550 acres), Lyons Falls, NY



EDUCATION

University of Akron, OH
M.S. Geography, 1989
Concentration in recreation and natural resource management

SUNY Geneseo
B.S. Geography, 1987
Concentration in urban planning

PROFESSIONAL AFFILIATIONS

- American Institute of Certified Planners
- American Planning Association (APA)
- Upstate American Planning Association
- New York State Council on the Arts' Architecture Planning & Design Panel

AREAS OF EXPERIENCE

- Brownfield Redevelopment
- Downtown and Waterfront Revitalization
- Flood Mitigation and Waterfront Resiliency
- Community and Strategic Planning
- In-depth Site Analysis and Evaluation
- Community Engagement
- Zoning Ordinances & Design Guidelines

RECENT SPEAKING ENGAGEMENTS

- Massachusetts Association of Planning Directors, June 2019
- NY Rising Communities Reconstruction (NYRCR) Program – Regional Resiliency Summit. Presented Conceptual Plan for the Tioga Communities



Certificate of Insurance

SECTION 4



HRPASSO-CL

KKANE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2022

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

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

PRODUCER Smith Brothers Insurance, LLC. 68 National Drive Glastonbury, CT 06033		CONTACT NAME: Kristen D. Kane PHONE (A/C, No, Ext): (860) 430-3258 FAX (A/C, No): E-MAIL ADDRESS: kkane@SmithBrothersUSA.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Valley Forge Insurance Company	
		INSURER B: National Fire Ins Co of Htfd	
		INSURER C: The Continental Insurance Company	
		INSURER D: Transportation Ins Co	
		INSURER E: Indian Harbor Insurance Company	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			6020575320	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Valuable Papers \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY Comp. Ded. \$1,000 ☒ NON-OWNED AUTOS ONLY Coll. Ded. \$1,000			6020575317	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 10,000			6020575334	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6020575303	11/1/2022	11/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab		X	PEC000553121	11/1/2022	11/1/2023	Each Claim 5,000,000
E	Retro: 09/01/1991		X	PEC000553121	11/1/2022	11/1/2023	Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROFESSIONAL/CONTRACTORS POLLUTION LIABILITY POLICY ANNUAL AGGREGATE: \$10,000,000
CONTRACTORS POLLUTION LEGAL LIABILITY: \$10,000,000 EACH POLLUTION INCIDENT (RETRO DATE: 9/1/91)

FOR PROFESSIONAL/CONTRACTORS POLLUTION LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THIS LIMIT WILL BE REDUCED BY PAYMENTS OF CLAIMS AND EXPENSES. THIS INSURANCE IS NOT FOR A SPECIFIC PROJECT.

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Forms Required For Submission

SECTION 5

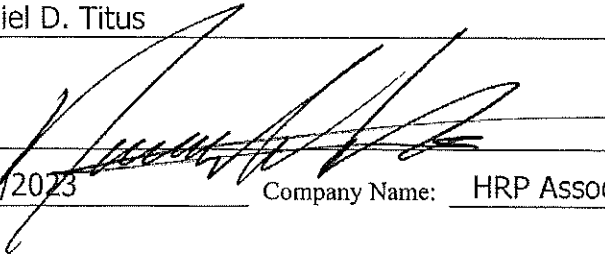
APPENDIX D

IRANIAN ENERGY SECTOR DIVESTMENT

Certification Pursuant to Section 103-g of the New York State General Municipal Law

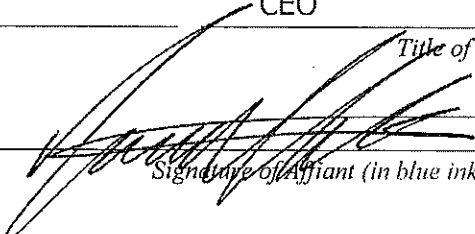
- 1 By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- 2 A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph 1 above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph 1 above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
- 2.1 The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- 2.2 The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Name: Daniel D. Titus Title: CEO

Signature: 

Date: 7/27/2023 Company Name: HRP Associates, Inc.

Subscribed and sworn to Daniel D. Titus CEO
Name of Affiant *Title of Affiant*


Signature of Affiant (in blue ink)

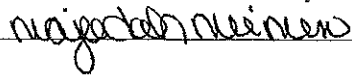
before me this 27 day of July, 2023

Affix Notary Seal or Stamp below

Notary Public of C.T.

My commission expires: 3/31/2025

MAJEEDAH MU'MIN
NOTARY PUBLIC
My Commission Expires 03/31/2025

Notary Signature: 

This Affidavit must be completed by all Proposers and submitted with proposal.

APPENDIX E

NON-COLLUSION BIDDING AFFIDAVIT

Implementation of Selected Remedial Alternative for
Contaminated Site 350/352 Liberty Street (NYSDEC Site Code B00189)

RFP No. 6.23

City of Newburgh, New York

STATE OF: Connecticut)
) SS:

County of: Hartford)

I, Daniel D. Titus of the Town, Village, City of Coventry
in the County of Tolland and the State of Connecticut

of full age, being duly sworn according to law on my oath depose and say that:

I am CEO, an officer of the firm of HRP Associates, Inc.

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established

commercial or selling agencies maintained by HRP Associates, Inc.

Subscribed and sworn to Daniel D. Titus CEO
Name of Affiant Title of Affiant

Signature of Affiant (in blue ink)

before me this 28 day of July, 20 23

Notary Public of CT

My commission expires: 3/31/2025

Affix Notary Seal or Stamp below

MAJEEDAH MU'MIN
NOTARY PUBLIC
My Commission Expires 03/31/2025

Notary Signature: Majeedah Mu'min

This Affidavit must be completed by all Proposers and submitted with proposal.



MOVE YOUR ENVIRONMENT FORWARD

HRP ASSOCIATES, INC.

1 Fairchild Square, Suite 110
Clifton Park, NY 12065

hrpassociates.com

RESOLUTION NO.: 209 - 2023

OF

OCTOBER 10, 2023

A RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 13, 2023
TO RECEIVE COMMENTS CONCERNING THE ADOPTION OF THE
2024 BUDGET FOR THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that pursuant to Charter Section C8.15 a public hearing will be held to receive comments concerning the adoption of the 2024 Budget for the City of Newburgh; and that such public hearing be and hereby is duly set for a City Council meeting of the Council to be held at 7:00 p.m. on the 13th day of November, 2023, in the Third Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

RESOLUTION NO.: 210 - 2023

OF

OCTOBER 10, 2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
ADOPTING THE NEW YORK STATE PRO-HOUSING COMMUNITIES PLEDGE**

WHEREAS, the City of Newburgh (hereinafter "local government") believes that the lack of housing for New York residents of all ages and income levels negatively impacts the future of New York State's economic growth and community well-being; and

WHEREAS, the housing crisis has negative effects at regional and local levels, we believe that every community must do their part to contribute to housing growth and benefit from the positive impacts a healthy housing market brings to communities; and

WHEREAS, we believe that supporting housing production of all kinds in our community will bring multiple benefits, including increasing housing access and choices for current and future residents, providing integrated accessible housing options that meet the needs of people with sensory and mobility disabilities, bringing economic opportunities and vitality to our communities, and allowing workers at all levels to improve their quality of life through living closer to their employment opportunities; and

WHEREAS, we believe that evidence showing that infill development that reduces sprawl and supports walkable communities has significant environmental and public health benefits; and

WHEREAS, we believe that affirmatively furthering fair housing and reducing segregation is not only required by law, but is essential for keeping our community strong and vibrant;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newburgh, in order to take positive steps to alleviate the housing crisis, adopts the New York State Pro-Housing Communities Pledge, which will have us endeavor to take the following important steps:

1. Streamlining permitting for multifamily housing, affordable housing, accessible housing, accessory dwelling units, and supportive housing.
2. Adopting policies that affirmatively further fair housing.
3. Incorporating regional housing needs into planning decisions.
4. Increasing development capacity for residential uses.
5. Enacting policies that encourage a broad range of housing development, including multifamily housing, affordable housing, accessible housing, accessory dwelling units, and supportive housing.

210-23

Pro-Housing Communities Model Resolution

Any city, town, or village government in New York State can take part in addressing the housing crisis by adopting the Pro-Housing Communities pledge. The resolution must be adopted as written below by the highest body of elected officials (e.g., town board or council). The final resolution document must include a signature from the municipal clerk verifying the authenticity of the resolution and indicating the date of passage. Local governments should then designate a primary contact person to complete the online registration form and upload the resolution as part of their submission to the Pro-Housing Communities program by following the steps at [new HCR website section].

RESOLUTION No: [INSERT RESOLUTION NUMBER]

[Member of highest body of elected officials] _____ moved and [other member of highest body of elected officials] _____ seconded that

WHEREAS, the City/Town/Village of _____ (hereinafter "local government") believes that the lack of housing for New York residents of all ages and income levels negatively impacts the future of New York State's economic growth and community well-being;

WHEREAS, the housing crisis has negative effects at regional and local levels, we believe that every community must do their part to contribute to housing growth and benefit from the positive impacts a healthy housing market brings to communities;

WHEREAS, we believe that supporting housing production of all kinds in our community will bring multiple benefits, including increasing housing access and choices for current and future residents, providing integrated accessible housing options that meet the needs of people with sensory and mobility disabilities, bringing economic opportunities and vitality to our communities, and allowing workers at all levels to improve their quality of life through living closer to their employment opportunities;

WHEREAS, we believe that evidence showing that infill development that reduces sprawl and supports walkable communities has significant environmental and public health benefits; and

WHEREAS, we believe that affirmatively furthering fair housing and reducing segregation is not only required by law, but is essential for keeping our community strong and vibrant;

NOW, THEREFORE, IT IS HEREBY RESOLVED that City/Town/Village of _____, in order to take positive steps to alleviate the housing crisis, adopts the Pro-Housing Communities pledge, which will have us endeavor to take the following important steps:

1. Streamlining permitting for multifamily housing, affordable housing, accessible housing, accessory dwelling units, and supportive housing.
2. Adopting policies that affirmatively further fair housing.
3. Incorporating regional housing needs into planning decisions.

4. Increasing development capacity for residential uses.
5. Enacting policies that encourage a broad range of housing development, including multifamily housing, affordable housing, accessible housing, accessory dwelling units, and supportive housing.

RESOLUTION NO.: 211 - 2023

OF

OCTOBER 10, 2023

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A FIFTH EXTENSION UNTIL DECEMBER 31, 2024 TO THE AGREEMENT OF LEASE
WITH RIVERSIDE NEWBURGH REALTY, LLC
FOR THE CONTINUED LEASE OF VACANT REAL PROPERTY KNOWN AS
SECTION 31, BLOCK 5, LOTS 13.2 AND 14 FOR THE PURPOSE OF PROVIDING
PARKING FOR THE NEWBURGH-BEACON FERRY COMMUTERS**

WHEREAS, the City of Newburgh ("City") and Memorare Realty Holding Corp. ("Memorare") executed a Lease on July 30, 2004 for the lease and use of approximately 3.65 acres of vacant real property situated on the Hudson River known as Section 31, Block 5, Lots 13.2 and 14, for the purpose of providing parking for users of the Newburgh-Beacon Ferry and other parkers during non-commuting hours, with the City being reimbursed by New York State for the rental payments and improvements provided under such Lease; and

WHEREAS, by Resolution No. 142-2010 of June 14, 2010, the City Council authorized the City Manager to execute a First Amended Agreement of Lease with Memorare to accord with the amended reimbursement agreement with New York State that was effective April 21, 2010; and

WHEREAS, by Resolution No. 169-2014 of July 14, 2014, Resolution No. 308-2014 of December 15, 2014, Resolution No. 75-2015 of April 13, 2015 and Resolution No. 318-2015 of December 15, 2015, the City Council authorized extensions of the renewal term of the First Amended Lease through January 31, 2017; and

WHEREAS, the First Amended Lease was assigned to RBG of Newburgh, LLC ("RBG"), and by Resolution No. 10-2017 of January 10, 2017, the City Council authorized a New Agreement of Lease ("New Lease") with RBG for the period February 1, 2017 through December 31, 2018; and

WHEREAS, the New Lease was assigned to Riverside Newburgh Realty, LLC ("Riverside"), and by Resolution No. 372-2018 of December 10, 2018, the City council authorized an extension of the New Lease through June 30, 2019; and

WHEREAS, by Resolution No. 145-2019 of June 10, 2019, the City Council authorized a Second New Lease between the City and Riverside for the period July 1, 2019 through December 31, 2020; and

WHEREAS, by Resolution No. 307-2020 of December 14, 2020 and Resolution No. 117-2021 of May 10, 2021, the City Council authorized six (6) month extensions of the Second New Lease for the period January 1, 2021 through June 30, 2021 and July 1, 2021 through December 31, 2021, by Resolution No. 248-2021 of October 25, 2021, the City Council authorized a 1-year extension of the Second New Lease for the period January 1, 2022 through December 31, 2022, and by Resolution No. 253-2022 of October 11, 2022, the City Council authorized a 1-year extension of the Second New Lease for the period January 1, 2023 through December 31, 2023; and

WHEREAS, the City and Riverside agree that current conditions warrant further extension of the Second New Lease for a one year covering the period January 1, 2024 through December 31, 2024; the same being 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 on behalf of the City of Newburgh, be and he is hereby authorized to execute a Fifth Addendum to the Second New Agreement of Lease providing for a one (1) year extension for a term beginning on January 1, 2024 through December 31, 2024 with Riverside Newburgh Realty, LLC for the purpose of providing parking for users of the Newburgh-Beacon Ferry and uses associated therewith.

ADDENDUM TO AGREEMENT OF LEASE

THIS ADDENDUM TO AGREEMENT OF LEASE ("Addendum"), made as of this ____ day of _____, 2023, by and between Riverside Newburgh Realty, LLC., a New York limited liability corporation, having an address of P.O. Box 8, Newburgh, New York 12551, ("Riverside"), and the City of Newburgh, a New York municipal corporation with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("City").

WITNESSETH:

WHEREAS, Riverside and the City executed an Agreement of Lease dated June 21, 2019 for a term commencing on July 1, 2019 and terminating on December 31, 2020 (the "Lease Agreement"), covering certain vacant real property situated along the west bank of the Hudson River and comprised of portions of two contiguous parcels of land (commonly known, respectively, Tax Map Nos.: Section 31, Block 5, Lot 13.2 and; Section 31, Block 5, Lot 14) with an aggregate of approximately 3.65 acres, in the City of Newburgh, in the County of Orange and State of New York (the "Property"); and

WHEREAS, the Lease Agreement was to expire on December 31, 2020 and the parties agreed to extend the term of the Lease Agreement for the period January 1, 2021 through June 30, 2021 ("Addendum to Lease Agreement"); and

WHEREAS, the Addendum to Lease Agreement was set to expire on June 30, 2021 and the parties agreed to extend the term of the Lease Agreement for the period July 1, 2021 through December 31, 2021 ("Second Addendum to Lease Agreement"); and

WHEREAS, the Second Addendum to Lease Agreement was set to expire on December 31, 2021 and the parties agreed to extend the term of the Lease Agreement for the period January 1, 2022 through December 31, 2022 ("Third Addendum to Lease Agreement"); and

WHEREAS, the Third Addendum Lease Agreement was set to expire on December 31, 2022 and the parties Agreed to extend the term of the Lease Agreement for the period January 1, 2023 through December 31, 2023 ("Fourth Addendum to Lease Agreement"); and

WHEREAS, the City desires to continue to lease from Riverside the Property for use in connection with parking to be used for ferry service between the Cities of Newburgh and Beacon and uses associated therewith (the "Project") and Riverside desires to lease to City the Property therefor and the parties agree that it is necessary to extend the term of the Lease Agreement for the period January 1, 2024 through December 31, 2024:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The term set forth in Paragraph 1.3 of the Lease Agreement, as amended by paragraph 1 of the Addendum to Lease Agreement, the Second Addendum to Lease Agreement, Third Addendum to Lease Agreement, and Fourth Addendum to Lease Agreement, shall be extended for an additional extension term commencing on January 1, 2024 and terminating on December 31, 2024 ("Fifth Extension Term").

2. The Renewal Options set forth in Paragraphs 5.1 and 5.2 of the Lease Agreement as amended by paragraph 2 of the Addendum to Lease Agreement, Second Addendum to Lease Agreement, Third Addendum to Lease Agreement, and Fourth Addendum to Lease Agreement are amended as follows:
 - a. No later than three (3) months prior to the expiration of the Fifth Extension Term, unless the Lease is sooner terminated, each party shall have the right to notify the other of its intention to terminate the Lease Agreement, or to seek a renewal thereof.
 - b. Upon the mutual agreement of the parties, the Lease may be renewed for one (1) additional term January 1, 2025 and expiring on December 31, 2025.
3. For the Fifth Extension Term, rent shall be payable monthly in advance in equal monthly installments of Twenty-One Thousand Nine Hundred Sixteen (\$21,916) Dollars, provided however that City shall have the right to terminate this lease if the City has not received reimbursement from state sources, including but not limited to the Metropolitan Transportation Authority, Metro-North Railroad and/or The New York State Department of Transportation, of the full amount of the rent under the Lease Agreement, and in no event shall City's obligation to pay rent to Riverside exceed City's reimbursement from other sources.
4. All other terms and conditions set forth in the Lease Agreement shall remain in full force and effect during the Fifth Extension Term and Renewal Term.

IN WITNESS WHEREOF, Riverside, as Landlord, and the City, as Tenant, have duly executed this Lease Addendum in duplicate as of the day and year first above written.

RIVERSIDE NEWBURGH REALTY, LLC Landlord

CITY OF NEWBURGH, Tenant

By: _____
William Kaplan, Manager

By: _____
Todd Venning
City Manager
Per Res. No.

By: _____
Joseph A. Bonura, Sr., Manager

Remainder of this page intentionally left blank

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

On the ____ day of _____ in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM KAPLAN, 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.

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

On the ____ day of _____ in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH A. BONURA, SR., 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.

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

On the ____ day of _____ in the year 2023, 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 her 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.: 212 - 2023

OF

OCTOBER 10, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A TENTH MEMORANDUM OF UNDERSTANDING WITH
METRO-NORTH COMMUTER RAILROAD COMPANY TO PROVIDE
REIMBURSEMENT OF PARKING LOT LEASE PAYMENTS RELATED TO
THE NEWBURGH-BEACON FERRY SERVICE

WHEREAS, the City of Newburgh and Metro-North Commuter Railroad ("MNR") entered into an Agreement, dated August 16, 2004 (the "Agreement"), concerning the mooring, docking and use of facilities in the City in connection with commuter ferry service to be operated by MNR or its contractor between the City of Beacon and the City of Newburgh; and

WHEREAS, in compliance with the terms of the Agreement, the City entered into a lease with the owner of certain premises to provide a docking facility and 250 space parking lot for the ferry service, beginning July 30, 2014, and superseded by a First Amended Lease, effective April 21, 2010 and extended through December 31, 2015, (the "Amended Lease"); and

WHEREAS, by Resolution No. 169 - 2014 of July 14, 2014, Resolution No. 308-2014 of December 15, 2014, Resolution No. 75 -2015 of April 13, 2015, and Resolution No. 318-2015 of December 15, 2015, the City Council authorized extensions of the renewal term of the First Amended Lease through January 31, 2017; and

WHEREAS, the First Amended Lease was assigned to new owner, RBG of Newburgh, LLC ("RBG"), and by Resolution No. 10-2017 of January 10, 2017, the City authorized a New Agreement of Lease with RBG for the period February 1, 2017 through December 31, 2018 (the "New Lease"); and

WHEREAS, the New Lease was assigned to Riverside Newburgh Realty, LLC ("Riverside"), and by Resolution No. 372-2018 of December 10, 2018, the City authorized an extension of the New Lease for the period January 1, 2019 through June 30, 2019; and

WHEREAS, by Resolution No. 145-2019 of June 10, 2019, the City Council authorized a Second New Lease between the City and Riverside for the period July 1, 2019 through December 31, 2020 (the "Second New Lease"); and

WHEREAS, by Resolution No. 111-2015 of May 11, 2015, Resolution No. 11-2017 of January 9, 2017, Resolution No. 373-2018 of December 10, 2018, and Resolution No. 146-2019 of June 10, 2019, the City Council authorized a Second, Third, Fourth, and Fifth Memorandum of Understanding with MNR to provide reimbursement to the City of Newburgh for payments

made under the First Amended Lease, New Lease, and Second New Lease for the purpose of providing parking for users of the Newburgh-Beacon Ferry; and

WHEREAS, by Resolution No. 308-2020 of December 14, 2020, Resolution No. 118-2021 of May 10, 2021, Resolution No. 249-2021 of October 25, 2021, Resolution No. 254-2022 of October 11, 2022, the City Council authorized a Sixth Memorandum of Understanding for the period January 1, 2021 through June 30, 2021, a Seventh Memorandum of Understanding for the period July 1, 2021 through December 31, 2021, an Eighth Memorandum of Understanding for the period January 1, 2022 through December 31, 2022, and a Ninth Memorandum of Understanding for the period January 1, 2023 through December 31, 2023 to ensure continuation of ferry service between the Cities of Newburgh and Beacon by providing continued reimbursement to the City for payments under the Second New Lease Extension and Second New Lease Second, Third and Fourth Extensions with Riverside consistent with their terms; and

WHEREAS, the City and MNR agree that current conditions warrant a Tenth Memorandum of Understanding for the period January 1, 2024 through December 31, 2024 to be coterminous with the Second New Lease Fifth Extension with Riverside ensure continuation of ferry service between the Cities of Newburgh and Beacon by providing continued reimbursement to the City for payments under the Second New Lease Fifth Extension with Riverside consistent with its term; the same being 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 on behalf of the City of Newburgh, be and he is hereby authorized to execute a Tenth Memorandum of Understanding coterminous with the period of the fifth extension of the Second New Agreement of Lease, with such other terms and conditions as may be recommended by the Corporation Counsel, for Metro-North Commuter Railroad to provide reimbursement to the City of Newburgh for payments made under the Second New Lease Fifth Extension with Riverside Newburgh Realty, LLC for the purpose of providing parking for users of the Newburgh-Beacon Ferry.

212-23
9/18/23

TENTH MEMORANDUM OF UNDERSTANDING

TENTH MEMORANDUM OF UNDERSTANDING ("Tenth MOU") dated _____, 2023, by and between Metro-North Commuter Railroad Company ("Metro-North"), a public benefit corporation of the State of New York and a subsidiary of the Metropolitan Transportation Authority ("MTA"), with its principal offices at 420 Lexington Avenue, 11th floor, New York, New York 10170 and the City of Newburgh ("City"), a municipal corporation with its principal offices located at City Hall, 83 Broadway, Newburgh, New York 12550 (collectively, the "Parties").

WHEREAS, the Parties entered into an Agreement dated August 16, 2004 (the "Agreement"), concerning the mooring, docking and use of facilities in the City in connection with commuter ferry service to be operated by Metro-North or its contractor between the City of Beacon and the City of Newburgh ("Ferry Service"); and

WHEREAS, the Agreement states that the City will enter into a lease with the owner of certain premises ("Premises") to provide a docking facility and 250 space parking lot for the Ferry Service (the "Lease"), and the City did enter into such Lease, beginning July 30, 2004 and superseded by a First Amended Lease effective April 21, 2010 and extended through December 31, 2015 (the "Amended Lease"); and

WHEREAS, the City and the New York State Department of Transportation ("NYSDOT") had entered into a contract dated July 12, 2006, by which NYSDOT reimbursed the City for the rent payments under the Lease, but this contract expired; and

WHEREAS, the City had represented that it lacked funds to make the rent payments under the Amended Lease for the period from May 2015 through December 2015 ("May-December Period") and had requested that Metro-North reimburse the City for the rent payments under the Amended Lease for the May-December Period; and

WHEREAS, NYSDOT had indicated to the City that it will reimburse the City for the rent payments under the Amended Lease up to and including April 2015, and thereafter had committed to provide Congestion Mitigation and Air Quality ("CMAQ") funds to Metro-North, which could be used to reimburse Metro-North for assistance payments made to the City by Metro-North to fund the Amended Lease; and

WHEREAS, the City and Metro-North had entered into a Memorandum of Understanding dated May 26, 2015 ("MOU") whereby Metro-North had agreed to reimburse the City for the rent payments made by the City under the Amended Lease for the May-December Period at the rate of \$21,278 per month; and

WHEREAS, the Amended Lease was further extended for the period January 1, 2016 through January 31, 2017 at the same rate of \$21,278 per month ("January 1, 2016 – January 31, 2017 Period"); and

WHEREAS, the City had represented that it lacked the funds to make the rent payments under the Amended Lease for the January 1, 2016 – January 31, 2017 Period and had requested that Metro-North reimburse the City for the rent payments under the Amended Lease for the January 1, 2016 – January 31, 2017 Period; and

WHEREAS, the City and Metro-North entered into a Second Memorandum of Understanding dated January 26, 2016 (“Second MOU”) whereby Metro-North had agreed to reimburse the City for the rent payments made by the City under the Amended Lease for the January 1, 2016 – January 31, 2017 Period at the rate of \$21,278 per month; and

WHEREAS, the City entered into a new lease with the new owner of the Premises to provide a docking facility and 250 space parking lot for the Ferry Service (the “New Lease”) for a term beginning February 1, 2017 and continuing until December 31, 2018 with rent payments of \$21,278 per month (“February 1, 2017 – December 31, 2018 Period”) and requested that Metro-North reimburse the City for the rent payments under the New Lease for the February 1, 2017 – December 31, 2018 Period; and

WHEREAS, the City and Metro-North entered into a Third Memorandum of Understanding dated January 31, 2017 (“Third MOU”) whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the New Lease for the February 1, 2017 – December 31, 2018 Period at the rate of \$21,278 per month; and

WHEREAS, the New Lease was extended for the period January 1, 2019 through June 30, 2019 (“New Lease Extension”) at the same rate of \$21,278 per month (“January 1, 2019 – June 30, 2019 Period”) and the City requested that Metro-North reimburse the City for the rent payments under the New Lease Extension for the January 1, 2019 – June 30, 2019 Period; and

WHEREAS, the City and Metro-North entered into a Fourth Memorandum of Understanding dated February 14, 2019 (“Fourth MOU”) whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the New Lease Extension for the January 1, 2019 – June 30, 2019 Period at the same rate of \$21,278 per month; and

WHEREAS, the City entered into a second new lease with a second new owner of the Premises to provide a docking facility and 250 space parking lot for the Ferry Service (“Second New Lease”) for a term beginning on July 1, 2019 and continuing until December 31, 2020 with rent payments of \$21,916 per month (“July 1, 2019 – December 31, 2020 Period”) and requested that Metro-North reimburse the City for the rent payments under the Second New Lease for the July 1, 2019 – December 31, 2020 Period; and

WHEREAS, the City and Metro-North entered into a Fifth Memorandum of Understanding dated July 30, 2019 (“Fifth MOU”) whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the Second New Lease for the July 1, 2019 – December 31, 2020 Period at the same rate of \$21,916 per month; and

WHEREAS, the Second New Lease was extended for the period January 1, 2021 through June 30, 2021 ("Second New Lease Extension") at the same rate of \$21,916 per month ("January 1, 2021 – June 30, 2021 Period"); and

WHEREAS, the City and Metro-North entered into a Sixth Memorandum of Understanding dated January 1, 2021 ("Sixth MOU") whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the Second New Lease Extension for the January 1, 2021 – June 30, 2021 Period at the same rate of \$21,916 per month; and

WHEREAS, the Second New Lease was extended for the period July 1, 2021 through December 31, 2021 ("Second New Lease Second Extension") at the same rate of \$21,916 per month ("July 1, 2021 – December 31, 2021 Period"); and

WHEREAS, the City and Metro-North entered into a Seventh Memorandum of Understanding dated June 8, 2021 ("Seventh MOU") whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the Second New Lease Second Extension for the July 1, 2021 – December 31, 2021 Period at the same rate of \$21,916 per month; and

WHEREAS, the Second New Lease Second Extension was extended for the period January 1, 2022 through December 31, 2022 ("Second New Lease Third Extension") at the same rate of \$21,916 per month ("January 1, 2022 – December 31, 2022 Period"); and

WHEREAS, the City and Metro-North entered into an Eighth Memorandum of Understanding dated December 14, 2021 ("Eighth MOU") whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the Second New Lease Third Extension for the January 1, 2022 – December 31, 2022 Period at the same rate of \$21,916 per month; and

WHEREAS, the Second New Lease Extension was extended for the period January 1, 2023 through December 31, 2023 ("Second New Lease Fourth Extension") at the same rate of \$21,916 per month ("January 1, 2023 – December 31, 2023 Period"); and

WHEREAS, the City and Metro-North entered into a Ninth Memorandum of Understanding dated December 22, 2022 ("Ninth MOU") whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the Second New Lease Fourth Extension for the January 1, 2023 – December 31, 2023 Period at the same rate of \$21,916 per month; and

WHEREAS, the Second New Lease Fifth Extension was extended for the period January 1, 2024 through December 31, 2024 ("Second New Lease Fifth Extension") at the same rate of \$21,916 per month ("January 1, 2024 – December 31, 2024 Period"); and

WHEREAS, the City continues to maintain that it lacks funds to make the rent payments under the Second New Lease Fifth Extension for the January 1, 2024 – December 31, 2024 Period; and

WHEREAS, unless the rent payments under the Second New Lease Fifth Extension are made to the landlord for the January 1, 2024 – December 31, 2024 Period, the Ferry Service is in danger of being discontinued; and

WHEREAS, the Ferry Service is important to the City as well as being an important part of Metro-North's provision of commuter service to its ridership, especially for commuters from Orange and Dutchess Counties; and

WHEREAS, the Parties desire to prevent the discontinuance of the Ferry Service.

NOW THEREFORE, in consideration of the benefits accruing to each of the Parties hereto, the Parties agree as follows:

1. Supplement. Unless otherwise stated herein, this Tenth MOU supplements the terms set forth in the Agreement, the MOU, the Second MOU, the Third MOU, the Fourth MOU, the Fifth MOU, the Sixth MOU, the Seventh MOU, the Eighth MOU and the Ninth MOU.

2. Lease Rent Payments: Metro-North agrees to reimburse the City for the rent payments made by the City under the Second New Lease Fifth Extension for the January 1, 2024 – December 31, 2024 Period only, at the rate of \$21,916 per month. For the January 1, 2024 – December 31, 2024 Period, the City will make timely monthly rent payments to the lessor under the Second New Lease Fifth Extension. The City will submit proof of each timely monthly rent payment along with an invoice for that monthly rent payment to Metro-North within ten (10) days of making the rent payment. Metro-North agrees to pay the City within thirty (30) days of receipt of the City's invoice for the monthly rent payment and proof of timely payment of the monthly rent payment under the Second New Lease Fifth Extension.

3. During the January 1, 2024 – December 31, 2024 Period, the City agrees to comply with all terms under the Second New Lease Fifth Extension, not to terminate the Second New Lease Fifth Extension and not cause the landlord to terminate the Second New Lease Fifth Extension. If the City or the landlord terminates or cancels the Second New Lease Fifth Extension, then this Tenth MOU shall automatically terminate at the same time as the termination or cancellation of the Second New Lease Fifth Extension. Upon termination or cancellation of the Second New Lease Fifth Extension, Metro-North shall have no further obligations under this Tenth MOU and Metro-North shall have the right to discontinue the Ferry Service.

4. Metro-North is not required to reimburse the City for any late fees, interest or other charges under the Second New Lease Fifth Extension.

5. This Tenth MOU does not create any obligations for Metro-North in connection with the Second New Lease Fifth Extension, or create any landlord-tenant relationship between the Parties.

6. The Parties agree to diligently work together in a cooperative and time sensitive manner to identify and make available alternative locations for the Ferry Service, docking facility

and parking facility suitable to the needs of each party, and to cooperatively work together to identify other sources of funding for the Ferry Service, docking facility and parking facility.

7. Assignment: Neither party shall assign, transfer or delegate any of its rights or obligations under this Tenth MOU without the written consent of the other party, provided that Metro-North may so assign, transfer or delegate to the MTA any such right or obligation upon written notice to the City.

8. Personal Liability: No officer, director, member or employee of either of the parties hereto shall be liable personally or be sued individually for damages under or by reason of this Tenth MOU.

9. Notices: (a) Any notice, request, approval, demand or other communication under this Tenth MOU shall be in writing and given by (i) hand delivery, (ii) mailing the same by registered or certified mail, return receipt requested, (iii) reputable overnight courier service, or (iv) email transmission with an original sent by any manner above described, addressed in each case as follows:

If to Metro-North:

Metro-North Commuter Railroad Company
420 Lexington Avenue, 11th floor
New York, New York 10170
Attention: General Counsel
Email: sarch@mnr.org

If to the City:

City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550
Attn: City Manager
Email: tvenning@cityofnewburgh-ny.gov

With a copy to:

City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550
Attn: Corporation Counsel
Email: mkelson@cityofnewburgh-ny.gov

(b) Any party may by notice to the other change the addresses to which notice to such party or copies of such notices shall thereafter be sent. Notices shall be deemed to have been given (i) immediately upon acknowledgement of receipt when delivered by personal service on the person(s) designated to receive notice, (ii) on the fourth (4th) business day after the same shall

have been deposited in the United States mails as aforesaid, (iii) on the next business day after the same shall have been sent by overnight courier service and (iv) upon receipt of the email; provided that no notice shall be deemed to have been given until a copy thereof has been given to each person entitled thereto as set forth above.

10. No Third-Party Rights. No provision of this Tenth MOU shall create or give to third-parties any claim or right of action against the Parties hereto.

11. Miscellaneous:

a) This Tenth MOU contains the entire agreement of the Parties respecting the subject matter hereof.

b) This Tenth MOU may be amended, modified or supplemented only by an instrument in writing signed by the Parties hereto.

c) The headings of the various paragraphs, exhibits and attachments of this Tenth MOU are for the convenience of reference only and do not in any way define or limit the scope of intent of any provision hereof.

d) If any provision of this Tenth MOU is to any extent invalid or unenforceable, the remainder of this Tenth MOU, and the application of such provision to matters as to which it is not invalid or unenforceable, shall not be affected thereby.

e) This Tenth MOU shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

f) This Tenth MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

g) This Tenth MOU shall be governed by and construed in accordance with the laws of the State of New York.

h) Either party may terminate this Tenth MOU upon sixty (60) days written notice, provided that any obligations incurred by either party prior to the termination date, shall survive such termination.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
[Signature Page to follow.]

IN WITNESS WHEREOF, Metro-North and the City have caused this Tenth Memorandum of Understanding to be duly executed as of the date first above written.

METRO-NORTH COMMUTER RAILROAD COMPANY

BY:

CITY OF NEWBURGH

BY: Todd Venning, City Manager
Per Resolution No.

RESOLUTION NO.: 213 - 2023

OF

OCTOBER 10, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
GUN INVOLVED VIOLENCE ELIMINATION ("GIVE") PARTNERSHIP
SUBRECIPIENT GRANT AGREEMENT
WITH EXODUS TRANSITIONAL COMMUNITY, INC.
TO FUND THE ANTI-VIOLENCE COORDINATOR POSITION

WHEREAS, by Resolution No. 118-2023 of June 12, 2023, the City Council authorized the City Manager to apply for and accept if awarded a New York State Department of Criminal Justice Services Gun Involved Violence Elimination ("GIVE") Partnership Grant in the amount of \$837,964.00 with no City match required for New York State Fiscal Year beginning July 1, 2023 and ending June 30, 2024; and

WHEREAS, the City of Newburgh was awarded the GIVE Partnership Grant, a part of which will fund an Anti-Violence Coordinator position to be created and employed by Exodus Transitional Community, Inc., a GIVE Partner; and

WHEREAS, funding the Anti-Violence Coordinator position requires a sub-recipient grant agreement between the City of Newburgh and Exodus Transitional Community, Inc.; and

WHEREAS, this Council has reviewed the sub-recipient grant agreement between the City of Newburgh and Exodus Transitional Community, Inc. and finds that approving said agreement is in the best interests of the City of Newburgh and the safety of its residents and visitors alike;

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 a Gun Involved Violence Elimination ("GIVE") Partnership sub-recipient grant agreement with Exodus Transitional Community, Inc. in the amount of \$88,200.00 to fund the Anti-Violence Coordinator position.

SUBRECIPIENT AGREEMENT
2023-2024 GUN INVOLVED VIOLENCE ELIMINATION INITIATIVE
CITY OF NEWBURGH, WITH EXODUS TRANSITIONAL COMMUNITY, INC.

This subrecipient 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 **EXODUS TRANSITIONAL COMMUNITY, INC.**, a not-for-profit corporation, having its principal place of business at 2271 Third Avenue, New York, New York 10035 ("Subrecipient"), is made this dated as of October ____, 2023, as follows:

RECITALS

- A. The City was awarded funds under the 2023-2024 Gun Involved Violence Elimination Initiative program ("Grant") from the New York State Division of Criminal Justice Services (referred to herein as "Grantor").
- B. The City has been duly designated to carry out activities authorized by the terms of the Grant, specifically Hotspot Policing Strategies, the Youth and Police Initiative, and fund the Crime Analyst position, a field intelligence officer position, a Sergeant and 2 full time Detectives and an Anti-Violence Coordinator.
- C. Subrecipient has agreed to work with the City in an effort to administer the Grant and effectuate its specific goals and objectives in a manner more specifically set forth in **Exhibit A**, attached hereto and made a part of this Agreement.
- D. Subrecipient has also submitted a reasonable budget to administer the Grant and effectuate its specific goals and objectives 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, Subrecipient 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 Subrecipient as competent, willing, and able to perform the services contained in its proposal, and now wishes to engage the Subrecipient to carry out the objectives of the program as stated in the Grant and in this Agreement.

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

ARTICLE I AWARD

- 1. The City hereby awards a cost reimbursable subaward, as described above, to Subrecipient. 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. Subrecipient 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 **\$88,200**, 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 **\$88,200** as payment for all eligible services incurred by Subrecipient.
3. The City may withhold any payment whenever the Subrecipient 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 monthly basis thereafter for the term of this Agreement, the City shall pay Subrecipient 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 Subrecipient not more often than monthly 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 **June 30, 2024**. The final statement of costs shall constitute Subrecipient'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 Subrecipient.

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 Subrecipient 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 Subrecipient

Exodus Transitional Community, Inc.
attn.: Tomasina Salcedo
2271 Third Avenue
NY, NY 10035

2. In the event of termination as herein provided, any completed reports prepared by Subrecipient 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, Subrecipient 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 Subrecipient, the City may withhold from any payments due the Subrecipient for the purpose of set-off, such amount as the City reasonably determines to be the damages due it by Subrecipient.

ARTICLE V NO ASSIGNMENT

1. Subrecipient 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. Subrecipient 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. Subrecipient shall submit a report to the City identifying prescribed activities funded under this Agreement at the termination of this Agreement. Subrecipient 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 Subrecipient, in the course of performance hereunder, obtains access to information, data or records deemed confidential by the City, Subrecipient shall hold all such Confidential Information in confidence and not disclose or make it available to third parties without the City's written permission. Subrecipient 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 Subrecipient 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 Subrecipient;
 - c. is acquired from a third party entitled to disclose the information to Subrecipient;
 - d. is developed independently by Subrecipient;
 - 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, Subrecipient 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 SUBRECIPIENT, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS

1. Subrecipient 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. Subrecipient 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. Subrecipient 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. Subrecipient 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. Subrecipient 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. Subrecipient 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. Subrecipient 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. Subrecipient 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, Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. Subrecipient shall take affirmative action to ensure that applicants for employment and employees of Subrecipient 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. Subrecipient shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Subrecipient 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. Subrecipient 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. Subrecipient 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 Subrecipient 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 Subrecipient to replace to meet its obligations under this Agreement. It is expressly understood that nothing in the Article shall relieve Subrecipient from meeting its obligations under the terms and conditions of this Agreement.

ARTICLE XV INDEMNIFICATION

1. Subrecipient 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 Subrecipient 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, Subrecipient 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. Subrecipient 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. Subrecipient 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 Subrecipient 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 Subrecipient

Exodus Transitional Community, Inc.
attn.: Tomasina Salcedo
2271 Third Avenue
NY, NY 10035

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.

[Signature page to follow]

Signature Page
2023-2024 Gun Involved Violence Elimination Initiative
City of Newburgh / Exodus Transitional Community, Inc.

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

DATED: _____, 2023 CITY OF NEWBURGH

By: _____
Name: Todd Venning
Title: City Manager

DATED: _____, 2023 EXODUS TRANSITIONAL COMMUNITY, INC.

By: _____
Name: Julio Medina
Title: Executive Director
Chief Executive Officer

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

On this ____ day of _____, in the year 2023, 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 2023, before me personally appeared Julio Medina 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/she executed the same in his/her capacity, and that by his/her 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

OBJECTIVES:

The Gun Involved Violence Elimination Initiative Grant Program is a collaborative program between Exodus Transitional Community, Inc. and the Newburgh City Police Department with the goal of improving the outcome of the GIVE Project in The City of Newburgh, Orange County, NY.

DELIVERABLES:

Individuals who are identified as Program Participants by the Newburgh City Police Department will be referred to Exodus. Exodus will create the position of Anti-Violence Coordinator and will hire and employ an individual to complete the job duties of the position. The Anti-Violence Coordinator will report and work from the City of Newburgh Police Department located at 55 Broadway, Newburgh, NY on a schedule to be determined by the Police Commissioner and Exodus. The Anti-Violence Coordinator will field incoming calls from Program Participants, develop individualized needs assessment, and guide the Program Participants through the network of social services designed to meet their needs. The duties of the Anti-Violence Coordinator will include the following:

- available to work with the Orange County District Attorney staff, the Newburgh Police Department staff, Orange County Probation Department, and New York State Division of Criminal Justice Services assigned to the GIVE Project (the “GIVE Partners”);
- assist them in the process of connect Program Participants to the network of social services available and will convene meetings and other collaborative work with GIVE partners as needed;
- oversee the implementation of prevention-based strategies to combat gun violence and coordination of a city-wide multi-disciplinary team focused on prevention;
- facilitate the monthly GIVE meetings and address any barriers (in tandem with the field advisor) preventing the strategy from achieving its desired outcome(s);
- act as a liaison with GIVE partners;
- act as a liaison with crime victims and sexual assault services in the community;
- establish protocols for intake, referrals and case management;
- coordinate related efforts between the Newburgh Police Department and social services agencies;
- coordinate services for at-risk youth and adults;
- ensure that the monthly meeting minutes and Track Reports (Qtrly) are delivered in a timely and accurate manner;
- prepare annual grant application and budget justification;
- record data on performance targets in a timely, accurate and detailed manner; and

TIMELINE:

The GIVE Grant Program funding year commences on July 1, 2023 and ends on June 30, 2024. The Sub-recipient will begin providing services as provided in the scope of work upon execution of the Agreement.

EXHIBIT B – BUDGET

Grant funding in the amount of \$ \$88,200 is allocated from the total Grant award to fund the salary of the Anti-Violence Coordinator.

A disbursement in the amount of \$ \$14,700 will be made to the Sub-recipient within thirty (30) days of execution of this Agreement for the purpose of funding the initial two months of salary & fringe of the Anti-Violence Coordinator.

The remaining grant funding will be disbursed to the subgrantee monthly for the duration of the GIVE Grant Program funding year ending on June 30, 2024. Sub-recipient will submit payroll records sufficient to account for the total salary paid for the Anti-Violence Coordinator during the GIVE Grant Program funding year.

EXHIBIT C – GRANTOR ADDITIONAL TERMS

2023-2024 GIVE grant agreement to be inserted here.

DRAFT

STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	NYS COMPTROLLER'S NUMBER: C484975 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services
GRANTEE/CONTRACTOR: (Name & Address) Newburgh, City of 83 Broadway Newburgh NY 12550-5617	TYPE OF PROGRAMS: GIVE Initiative DCJS NUMBERS: GV23484975 CFDA NUMBERS:
INITIAL CONTRACT PERIOD: FROM 07/01/2023 TO 06/30/2024 FUNDING AMOUNT FROM INITIAL PERIOD: \$837,969.00	AMENDED CONTRACT PERIOD: FROM TO FUNDING AMOUNT FOR AMENDED PERIOD:
TRANSACTION TYPE: New	MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.
FEDERAL TAX IDENTIFICATION NO: 146002329 MUNICIPALITY NO: (if applicable) 330232000000 STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization. CHARITIES REGISTRATION NUMBER: N/A (Enter number or Exempt) If Exempt is entered above, reason for exemption. N/A Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT ☒ APPENDIX A1 Master Grant Agreement & Program Specific Terms and Conditions ☐ APPENDIX A2 Federally Funded Grants Special Conditions ☒ APPENDIX B Budget ☒ APPENDIX C Payment and Reporting Schedule ☒ APPENDIX D Program Workplan ☐ APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment ☐ APPENDIX Other (Identify)
IN WITNESS THEREOF , the parties hereto have electronically executed or approved this MASTER GRANT on the dates of their signatures.	
NYS Division of Criminal Justice Services BY: Dean Defruscio , Date: 09/11/2023 Office of Program Development and Funding: State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract. GRANTEE: In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ('Charities Bureau'), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions. BY: Todd Venning City Manager Date: 09/07/2023	
ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____

Award Contract

GIVE Initiative

Project No.	Grantee Name
GV23-1058-D00	Newburgh, City of

09/11/2023

Certified by - Todd Venning on 09/07/2023

Project No. Grantee Name
GV23-1058-D00 Newburgh, City of

09/11/2023

APPENDIX B - Budget Summary by Participant

Newburgh, City of Newburgh City Police Department - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Detective	1	\$75,488.00	\$75,488.00	\$75,488.00	\$0.00
2	FIO - Detective	1	\$81,173.00	\$81,173.00	\$81,173.00	\$0.00
3	Crime Analyst	1	\$73,591.00	\$73,591.00	\$73,591.00	\$0.00
4	Hot Spot Policing Investigation Overtime	1	\$55,000.00	\$55,000.00	\$55,000.00	\$0.00
5	CPTED Overtime	1	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00
6	Detective	1	\$75,488.00	\$75,488.00	\$75,488.00	\$0.00
7	Emerging Hot Spots Overtime Officers & Supervisor	1	\$57,500.00	\$57,500.00	\$57,500.00	\$0.00
8	YPI Overtime	1	\$9,000.00	\$9,000.00	\$9,000.00	\$0.00
9	AntiViolence Coordinator Contract	1	\$88,200.00	\$88,200.00	\$88,200.00	\$0.00
10	Long Term Hot Spot Foot / Bike Patrol Overtime	1	\$14,000.00	\$14,000.00	\$14,000.00	\$0.00
11	Sergeant	1	\$74,650.00	\$74,650.00	\$74,650.00	\$0.00
Total				\$606,590.00	\$606,590.00	\$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	FIO - Detective	1	\$57,815.00	\$57,815.00	\$57,815.00	\$0.00
2	Crime Analyst	1	\$42,780.00	\$42,780.00	\$42,780.00	\$0.00
3	Detective	1	\$32,451.00	\$32,451.00	\$32,451.00	\$0.00
4	Sergeant	1	\$46,182.00	\$46,182.00	\$46,182.00	\$0.00
5	Detective	1	\$32,451.00	\$32,451.00	\$32,451.00	\$0.00
Total				\$211,679.00	\$211,679.00	\$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Public Safety Symposium	1	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00
2	State Police Homicide School	1	\$4,500.00	\$4,500.00	\$4,500.00	\$0.00
3	Regional / Required DCJS Funding	1	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00
Total				\$9,500.00	\$9,500.00	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Analytical Software Maintenance	1	\$3,200.00	\$3,200.00	\$3,200.00	\$0.00
2	YPI Supplies / Associated Costs	1	\$7,000.00	\$7,000.00	\$7,000.00	\$0.00
Total				\$10,200.00	\$10,200.00	\$0.00

Newburgh City Police Department Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$837,969.00	\$837,969.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$837,969.00	\$837,969.00	\$0.00

APPENDIX C, PAYMENT AND REPORTING

I. Special Payment and Reporting Provisions

For All Grantees:

All requests for reimbursement must reflect actual costs that have been incurred for goods or services that were received by the Contractor during the contract period, or alternatively, the number of milestones achieved during the contract period for performance-based contracts. A purchase order issued without receipt of the items or services is not eligible for reimbursement. Goods or services ordered but not received during the contract period are not eligible for reimbursement. Additionally, the Contractor must have paid for the goods or services in order to be eligible for reimbursement.

A. Contractors must submit all required fiscal reports, supporting documentation and program progress reports as required under Section II. Failure to meet these requirements may result in rejection of the associated voucher, placement of a stop payment or withholding of funds. Final vouchers and required reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

B. If an advance was approved and a contract renewal is permitted, this serves as notification to contractors that advances shall not be automatically renewed. If an advance in subsequent renewal periods is requested, supporting documentation in a manner prescribed by the State Agency is required. The State Agency at its sole discretion shall be determined if a subsequent advance is supported. Nothing in this agreement shall require any advance during subsequent renewal periods simply because an advance was approved in the initial or prior contract term.

C. Vouchers (Claims for Payment) shall be submitted in a format acceptable to the State Agency and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/applontgmtfrms.html>). All required reports, such as Fiscal Cost Reports and Detailed Itemization Forms, must be prepared quarterly consistent with provisions in Appenix D. Prior period adjustments shall be reported in the same accounting period that the correction was made. **Requests for payments must be accompanied by adequate supporting documentation as determined by the State Agency.**

D. All submitted vouchers shall reflect the Contractor's actual disbursements and be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required - or by milestone achievements for performance-based contracts - and a fiscal cost report for the reporting period. Timely, properly completed and signed vouchers and fiscal cost reports, as well as detailed itemization forms with supporting documentation as required, shall be submitted to:

DCJSGrantsUnitVoucherSubmittal@DCJS.NY.Gov

The State Agency reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, the State Agency in its sole discretion, may reduce the voucher payment by the amount disallowed.

E. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services as described above. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. The Contractor must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment interest.

Certified by - Todd Venning on 09/07/2023

Project No. Grantee Name
GV23-1058-D00 Newburgh, City of

09/11/2023

APPENDIX D - Work Plan

Goal

The goal of the Gun Involved Violence Elimination (GIVE) Initiative is the elimination of shootings and homicides, or violent crime where applicable, through the integrated use of evidence-based strategies that are incorporated into the four core elements of GIVE: People, Places, Alignment, and Engagement.

Objective #1

The City of Newburgh Police Department will implement the agency's selected GIVE strategies, compile information on each partner's strategy implementation efforts and complete the GIVE Strategy Monitoring tool for each strategy selected by the jurisdiction. The final combined tool must be uploaded to GMS as an attachment, and a copy emailed to lesau@dcjs.ny.gov.

Task #1 for Objective #1

Complete and upload to GMS the Hot-Spots policing monitoring tool.

Performance Measure

1 The Hot-Spots policing monitoring tool has been completed and uploaded in GMS.

Task #2 for Objective #1

Complete and upload to GMS the CPTED monitoring tool (if applicable).

Performance Measure

1 The CPTED monitoring tool has been completed and uploaded in GMS (if applicable).

Task #3 for Objective #1

Complete and upload to GMS the Focused Deterrence monitoring tool (if applicable).

Performance Measure

1 The Focused Deterrence monitoring tool has been completed and uploaded in GMS (if applicable).

Task #4 for Objective #1

Complete and upload to GMS the Street Outreach monitoring tool (if applicable).

Performance Measure

1 The Street Outreach monitoring tool has been completed and uploaded in GMS (if applicable).

Task #5 for Objective #1

Complete and upload to GMS the Procedural Justice monitoring tool

Performance Measure

1 The Procedural Justice monitoring tool has been completed and uploaded to GMS

Objective #2

The City of Newburgh Police Department will complete the GIVE Tracker for all overtime details that use GIVE funding. The tracker shall be uploaded to GMS as an attachment and emailed to lesau@dcjs.ny.gov.

Task #1 for Objective #2

Complete and upload to GMS a copy of the GIVE Tracker.

Performance Measure

1 GIVE Tracker completed and uploaded.

Objective #3

The City of Newburgh Police Department, in partnership with, the Orange County District Attorney's Office will develop a multi-disciplinary team in keeping with the Gun Involved Violence Elimination (GIVE) initiative, including other law enforcement entities and non-law enforcement partners (e.g. local hospitals and SNUG), which will comprehensively investigate non-fatal bullet-to-body shootings.

Task #1 for Objective #3

Develop a written protocol, in partnership with the Orange County District Attorney's Office, which identifies the members of the multi-disciplinary team, and defines partner roles in non-fatal bullet-to-body shooting investigations, including dedicated supervisory oversight and the involvement of additional personnel at local agency discretion.

Performance Measure

- 1 Provide DCJS and/or the project research partner a copy of the written protocol, which should identify the process for initial response, supervisory responsibility, involvement of supporting resources and notification of both the investigative team and command/executives. The preliminary investigative steps should include identification and preservation of the crime scene, a thorough crime scene search, crime scene photography/sketches, neighborhood canvasses, interviews of all witnesses and persons with knowledge, and the collection of evidence for forensic analysis, at a minimum.
- 2 Describe how the protocol was communicated to all project participants and first responders who may respond to shootings in the field.

Task #2 for Objective #3

Prepare checklists and/or associated forms outlining specific actions to be taken during the preliminary investigation by the initial responding officers, as well as investigative steps and tasks that will or have been taken throughout each step of the case during the follow up investigation.

Performance Measure

- 1 Provide DCJS and/or the project research partner a copy of all checklists and/or any associated forms developed, which will be utilized during the preliminary investigation by the initial responding officers and throughout the subsequent investigation of any bullet-to-body non-fatal shooting incidents.
- 2 Describe how the checklists/forms were distributed to all project participants, as well as to other personnel that may support shooting investigations under this project.

Objective #4

The City of Newburgh Police Department will assign personnel solely dedicated to the non-fatal shooting case initiative in the City of Newburgh.

Task #1 for Objective #4

The City of Newburgh Police Department Office will assign a full-time Investigator(s) dedicated to the demonstration project to ensure a thorough investigation of all non-fatal bullet-to-body shootings, regardless of victim cooperation. In addition, other confirmed shooting cases where intended victims were not struck may be investigated on a case-by-case determination of the initiative partners.

Performance Measure

- 1 Report on the number of investigations assigned to the investigator

Task #2 for Objective #4

The City of Newburgh Police Department will assign a crime analyst to focus on all non-fatal bullet-to-body shootings as part of this project. The crime analyst will be tasked with conducting an analysis of pre-intervention shootings and all non-fatal bullet-to-body shootings identified as part of the scope of this project.

Performance Measure

- 1 Provide the names and titles of the police personnel assigned to this project, to include dedicated supervisory oversight.
- 2 Provide a brief narrative summarizing the duties and activities of the Investigator and any other personnel involved with the project.
- 3 Provide a brief narrative summarizing the duties of the crime analyst assigned to this project.
- 4 Provide a list of all bullet-to-body shooting cases in the City of Newburgh for the duration of the project.
- 5 Identify those cases where surviving victims are not cooperative with the investigation, and where project investigators have primary investigative responsibility.
- 6 Identify shooting cases investigated by project investigators where the intended victims were not struck.
- 7 Ensure that investigative checklists outlined in Objective 1, Task 2 are completed for all preliminary and follow up investigations. Documents will be shared with project researcher and, upon request, DCJS.
- 8 Ensure a monthly team review of all open cases and provide project researcher and DCJS a brief narrative summary of all open cases. Identify those factors preventing an arrest/prosecution.
- 9 Provide individual case documentation completed by the PD Investigator to the project researcher and, upon request, to DCJS.
- 10 Identify any relevant training or technical assistance received by the PD Investigator or crime analyst.
- 11 Notify DCJS of any changes of personnel involved in the project.

Objective #5

The City of Newburgh Police Department will immediately notify the Orange County District Attorney's Office of cases covered by this project, while being supportive of an evidence-based prosecutorial strategy in the absence of a cooperative victim.

Task #1 for Objective #5

The City of Newburgh Police will work closely with the Orange County District Attorney's Office Department from the onset of these investigations (e.g. On-call ADA) to ensure the timely and appropriate collection and analysis of evidence that may be used in these prosecutions.

- # Performance Measure
- 1 Established protocol for DA's Office notification.
 - 2 Immediate notification provided to DA's Office of all shootings in the City of Newburgh.
 - 3 Ensure that each case is reviewed during the preliminary investigation and the follow up investigation as outlined in Objective 2, Task 1, #7.
 - 4 Describe the types of evidence involved in each case (e.g. statements from witnesses, suspect, victim, EMS, confidential informants; DNA profiles, fingerprints, photographs, phone recordings, cell phone data, surveillance videos, social media postings, etc.) to the project researcher and, as requested, to DCJS.
 - 5 In partnership with the Orange County District Attorney's Office and the project researcher, provide DCJS with case specific metrics to include the number of open cases and closed cases, at a minimum, on a quarterly basis.
 - 6 In partnership with the Orange County District Attorney's Office and the project researcher, describe the number of cases closed absent an arrest and provide a narrative summary regarding the reason for the case closure. Identify those factors preventing an arrest/prosecution.
- Note: Case closure absent an arrest will require the concurrence of the both the Chief of Police and District Attorney in all cases.

Objective #6

The City of Newburgh Police Department will establish a documented investigative protocol for all cases under this project.

Task #1 for Objective #6

The City of Newburgh Police Department, in coordination with The Orange County District Attorney's Office, will make every effort to secure the cooperation/testimony of all witnesses in non-fatal bullet-to-body cases and protect their identities where necessary.

- # Performance Measure
- 1 Provide DCJS and/or the project researcher with a written protocol detailing the established procedures utilized for securing the cooperation/testimony of witnesses, to include the redaction of identifying witness information from case packages where applicable.
 - 2 Capture specific metrics relative to witness participation in these cases including testimony of reluctant witnesses, the number of protective orders, material witness orders, and relocations, at a minimum.

Objective #7

The City of Newburgh Police Department will memorialize in writing all relevant case data about non-fatal bullet-to-body shooting investigations.

Task #1 for Objective #7

The City of Newburgh Police Department will create a summary of all relevant information of the project including data associated with criminal incidents (shootings), investigative practices and strategies, access to case files and other information designated by DCJS. All case classifications/closures relative to this project will be reported using the Uniform Crime Reporting (UCR)/Incident Based Reporting (IBR) Clearance Definitions, in a consistent format suitable for the purposes of ongoing research, and as required in the researcher's work plan.

- # Performance Measure
- 1 Where applicable, provide the project research partner all relevant information for the analysis of the non-fatal bullet-to-body initiative.
 - 2 Provide access by the research partner and crime analysts to investigative case files of agreed upon number of shooting cases in the previous three years, and for all shooting cases during the project period. The Police Department and District Attorney's Office may also be asked to participate in interviews by the research staff with personnel as needed to clarify information in the investigative files. This will be done with the understanding that the researchers and analysts will collect data on cases and analyze that data to permit comparisons over time. The analyses must be used by the Police Department and District Attorney to monitor the ongoing investigative processes and outcomes and to compare them with past practices.
 - 3 Provide DCJS the dates and attendees of any meetings or interviews conducted with the project research partner and a narrative summary detail such interactions.

Objective #8

To implement the provisions of NYS Exec. Law Article 15-A and 5 NYCRR Parts 142-144 Minority and Women-Owned Business Enterprise Regulations (MWBE) by providing meaningful participation by NYS Certified MWBEs, defined as subcontractors or suppliers.

Task #1 for Objective #8

Utilize good faith efforts, pursuant to 5 NYCRR §142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals.

- # Performance Measure
- 1 What percent of your established Minority and Women Business Enterprise goal have you met to date?

Award Contract

GIVE Initiative

Project No.

Grantee Name

GV23-1058-D00

Newburgh, City of

09/11/2023

Additional Special Conditions

Project

Home
Search
Open

General	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist
---------	--------------	--------	-----------	-----------	------------	------------	--------------------

Certify the Appendix A-1 statement.

Go to
Attachment
Progress
Site Review
Equipment[Appendix A-1](#)

NEW YORK STATE

DIVISION OF CRIMINAL JUSTICE SERVICES

GRANT CONTRACT

Reports
Application
Deficiency
Draft
Contract
Final
Contract

APPENDIX A-1

This Contract is hereby made by and between the State of New York acting by and through the New York State Division of Criminal Justice Services (DCJS or State Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

Help
Logout

WITNESSETH:

Login ID:
hreillyVersion
5.1.6

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable, and

WHEREAS, the Contractor is ready, willing, and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Contract,

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STATE STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under this Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by the contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term)), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State

until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars, and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Section V(C).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Contract (including any and all Appendices and amendments) or (ii) between the terms of the Contract and the original request for proposal, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1. Appendix A-1
2. Modifications to the Face Page
3. Modifications to Appendix A-2[1], Appendix B, Appendix C and Appendix D
4. The Face Page
5. Appendix A-2[2], Appendix B, Appendix C and Appendix D
6. Modification to Appendix A-1
7. Other appendices, including, but not limited to, the request for proposal or program application

[1 - To the extent that the modifications to Appendix A-2 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Appendix A-2 shall supersede all other provisions of this Contract. See Section I(V).

[2 - To the extent that the terms of Appendix A-2 are required by Federal requirements and conflict with other provisions of the Contract, the Federal requirements of Appendix A-2 shall supersede all other provisions of this Contract. See Section I(V).

D. Funding: Funding for the term of the Contract shall not exceed the amount specified as 'Funding Amount for Initial Period' on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Program Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Appendices or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all appropriate appendices in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in this Appendix in Section .

G. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof, provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

a) by certified or registered United States mail, return receipt requested,

b) by facsimile transmission,

c) by personal delivery,

d) by expedited delivery services, or

e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in this Appendix in Section V(A)(1).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Appendix A-1 (Program Specific Terms and Conditions).

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

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Contract by giving fifteen (15) calendar days prior written

notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their representatives for the purposes of receiving notices under the Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Contract.

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

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term 'regulatory action' shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Contract 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.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or

services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain. [3]

[3 - As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.]

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Contract are identified in Appendix A-2 (Federal Award Special Conditions) hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Appendix A-2 (Federal Award Special Conditions) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a 'Simplified Renewal Contract'). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstances.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law

§179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

C. Termination:

1. Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Contract immediately upon the occurrence of a 'force majeure'. For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

a) Service of notice: Written notice of termination shall be sent by:

- (i) personal messenger service, or
- (ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

- (i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery, or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Contract. In no event shall the state be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, as its option, require:

- a) the repayment to the State of any monies previously paid to the Contractor, or
- b) the return of any real property or equipment purchased under the terms of the Contract, or
- c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approvals of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment: 1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule).

2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Appendix C (Payment and Reporting Schedule).

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Contract in accordance with this Section and the applicable claiming schedule in Appendix C (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Appendix B (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding, and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Program Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Program Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Program Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement~~(4)~~: Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement~~(5)~~: Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement~~(6)~~: Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement~~(7)~~: The State Agency shall generate vouchers at the frequencies and amounts as set forth in Appendix C (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contract as set forth in Appendix C (Payment and Reporting Schedule).

i) Fifth Quarter Payments/8: Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

[4 - A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.]

[5 - Fee for Service is a rate established by the Contractor for a service or services rendered.]

[6 - Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.]

[7 - Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e., quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.]

[8 - Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.]

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right to setoff and recoupment.

5. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures, provided, however, that if the Contract is funded in whole or in part with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its

voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

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

E. Refunds: 1. In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Section V(A)(2).

2. If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

(i) Narrative/Qualitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Appendix D (Program Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) Statistical/Quantitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Appendix C (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Appendix D (Program Work Plan).

b) If the Contract is Performance-Based, the Contractor shall provide the State Agency with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) and Appendix D (Program Work Plan) as applicable:

(i) *Progress Reports*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (Program Work Plan). Progress reports shall be submitted in a format prescribed in the Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Appendix C (Payment and Reporting Schedule) and Appendix D (Program Work Plan) as applicable, and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Appendix C (Payments and Reporting Schedule) and Appendix D (Program Work Plan) as applicable.

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Contractor of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Contract, including but not limited to the following: death or serious injury, an arrest or possible criminal activity that could impact the successful completion of this project, any destruction of property, significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor

agree that if the contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the state, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State Agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property: 1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract and at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract.

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Appendix A-2 (Federal Award Special Conditions).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements, itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed, and (ii) said records shall be sufficiently identified, (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Appendix A-2 (Federal Award Special Conditions).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa and State Technology Law Section 208) and commencing March 21, 2020 shall also comply with General Business Law Section 899-bb.

G. Publicity:

1. Publicity includes, but is not limited to: news conferences, new releases, public announcements, advertising, brochures, reports, discussions or presentations at conferences or meetings, and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentation or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency, and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best effort to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements, or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgements and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work, or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work, or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women, Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency, or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation,
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein, and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State

contract, all qualified applicants should be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1-5 of this Section IV(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract, or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State,

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

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

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

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers' Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. Any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. Any debts owed for UI contributions, interest, and/or penalties;

3. The history and results of any audit or investigation; and

4. Copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Contract:

a) to require updates or clarifications to the Questionnaire upon written request,

b) to inquire about information included in or required information omitted from the Questionnaire,

c) to require the Contractor to provide such information to the State within a reasonable timeframe, and

d) to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor, and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor

agrees to comply with any such additional conditions that have been made a part of the Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof, or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal Identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

P. Consultant Disclosure Law: [9] If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

[9 - Not applicable to not-for-profit entities.]

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

R. Admissibility of Reproduction of Contract: Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

V. AGENCY SPECIFIC TERMS AND CONDITIONS

A. Designees

1. The designated Program Office, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(2), shall be:

NYS Division of Criminal Justice Services (DCJS)

Office of Program Development and Funding

80 S. Swan St.

Albany, NY 12210

2. For the purpose of refunds as referenced in the Standard Terms and Conditions, Section III(E)(1)(2), refunds shall be submitted to:

NYS Division of Criminal Justice Services

Office of Financial Services, Grants Unit

80 S. Swan St.

Albany, NY 12210

3. The Contractor's Designee, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(3), shall be the same as indicated on the Face Page of the Contract.

B. Contractual Obligations

The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation, unless otherwise approved in writing by both parties' signatories or their designees.

C. Budget Amendments

Budget amendments for expenditure-based contracts are governed in accordance with Section I(B) of this Appendix and also as follows:

Requests for any budget modifications shall be made in writing by an authorized representative of the Contractor and must be approved in writing by DCJS.

1. For contracts with a total value of \$200,000 or less, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than ten percent.

2. For contracts with a total value greater than \$200,000, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than five percent.

For budget modifications involving amounts above the thresholds established in preceding paragraphs 1. and 2., including multiple budget modifications that cumulatively exceed the thresholds provided above, a budget amendment setting forth the proposed new budget will be required to be submitted and approved within the applicable state grants management system before the next payment will be approved.

Any other budget changes not covered in paragraphs 1. or 2., such as modifications within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff or changes under the thresholds for a formal amendment, shall be requested by the Contractor and approved via email by DCJS. Such approval shall be retained by the Contractor. DCJS reserves the right to require a formal budget amendment to be submitted and approved within the applicable state grants management system when deemed to be in the best interest of the State.

3. Grant Amendment Request (GAR) for Performance-Based Contracts

For performance-based contracts, the Contractor shall request reallocations of milestones from the state DCJS Office of Program Development and Funding (OPDF) within 30 days of the close of each contract quarter, or no later than 45 calendar days after the end of the last quarter of a contract budget term, to adjust any milestones and/or outcomes to reflect actual achievements. If the reallocation request is approved, the reimbursement will be at the agreed upon cost for the milestones and/or outcomes and shall not exceed the total maximum award amount delineated in the contract for such contract budget term. The reallocation request must also include the completed Grant Amendment Request (GAR) form. The Contractor may request from OPDF within the aforementioned 45-day period an extension of the GAR submission period due to extenuating circumstances. DCJS reserves the right to deny all or part of a GAR reallocation and/or extension request.

D. Time and Effort Reporting

The Contractor shall maintain specific documentation as support for project related personal service costs. For all Contractor's staff whose salaries are paid in whole or in part from grant funds provided under this Contract, the Contractor shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher-level position at the end of each time reporting period.

E. Space Rental

Space rental provided by this Contract shall be supported by a written lease or other related, DCJS-approved documentation, maintained on file, and made available by the Contractor upon request.

F. Employment of a Consultant

The Contractor's employment of a consultant shall be supported by a written agreement executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement shall be submitted to DCJS and uploaded into the applicable state grants management system no later than the due date of the second quarterly progress report unless otherwise approved by DCJS. All consultant services shall be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written agreements, and documentation justifying the cost and selection of the consultant. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of the consultant as if it were its own.

1. The rate for a consultant should not exceed \$650 for an eight-hour day or \$81.25 per hour (not including travel and subsistence costs). A rate exceeding \$650 per eight-hour day or \$81.25 per hour requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

2. Procurement of a consultant shall be undertaken consistent with the procedures outlined in Section V(G) (Procurement) presented below.

3. A Contractor who proposed to obtain consultant services from a vendor without competitive bidding, shall obtain the prior written approval of DCJS. The request for approval shall be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services shall be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice and/or any applicable state or federal agency. DCJS' approval shall be retained by the Contractor and submitted upon request.

4. Notwithstanding the provisions of this section, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all supporting documentation identifying the criminal matter involved, services provided, time commitment and schedule shall be retained by the Contractor and submitted upon request.

G. Procurement

All procurements shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

1. A Contractor that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

2. A Contractor that is a not-for-profit organization shall make all procurements as noted below:

a) If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

b) A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.

c) Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

d) Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

3. A Contractor that is a state entity shall make all procurements in accordance with State Finance Law Article 11, and any other applicable laws and/or regulations.

4. A Contractor spending in aggregate of \$10,000 and above must use a competitive bidding process. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services, equal provision of information to all interested parties, reasonable deadlines, sealed bids opened at one time before a committee who will certify the process, establishment of the methodology for evaluating bids before the bids are opened, and maintenance of a record of competitive procurement process. Further guidance may be obtained from DCJS.

5. Any Contractor who proposes to purchase from a vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval shall be retained by the Contractor and submitted upon request.

H. Participation by Minority Group Members and Women with Respect to Grant Contracts: Requirements and Procedures (state-funded grants only)

1. General Provisions

a) The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all state contracts as defined therein, with a value (1) in excess of \$25,000 labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

b) The Contractor to the subject contract (the Contractor and the Contract, respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DCJS, to fully comply and cooperate with the DCJS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (EEO) and contracting opportunities for certified minority group members and women-owned business enterprises (MWBEs). Contractor's demonstration of good faith efforts pursuant to 5 NYCRR §142.8 shall be part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the Human Rights Law) or other applicable federal, state or local laws.

c) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section V(H)(7) of this Appendix or enforcement proceedings as allowed by the Contract.

2. Contract Goals

a) For purposes of this contract, DCJS has established an overall goal of 30% for Minority and Women-Owned Business Enterprises (MWBE) participation which is specified as part of the contract on the Local Assistance MWBE Sub-Contractor Supplier Utilization Form 3301.

b) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, the Contractor shall reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com>. Additionally, Contractor is encouraged to contact the Division of Minority and Women's Business Development (518) 292-5250, (212) 803-2414, or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

c) Where the MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DCJS for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

a) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economics Development (the Division). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b) Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ii. The Contractor agrees to the EEO Policy Statement as provided below, or if the Contractor or Subcontractor has its own EEO Policy Statement, it should include the following or similar language:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

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

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

d. The Contractor will include the provisions of Subdivisions (a.) through (c.) above and Paragraph (e.) of this Section 3, which provides for relevant provisions of the Human Rights Law in every subcontract, in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c) Staffing Plan

To ensure compliance with this Section, the Local Assistance MWBE Equal Employment Opportunity Staffing Plan Form is required for contracts with a total expenditure in excess of \$250,000. The Contractor shall submit the staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Contract.

d) Workforce Employment Utilization Report

i. If the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form is required, once a Contract has been awarded and during the term of the Contract, Contractor is responsible for updating and providing notice to the DCJS of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DCJS during the term of the Contract, for the purpose of reporting the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

a) The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the Contract.

b) Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the Contract workplan.

c) Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

a) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DCJS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

b) If DCJS, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, DCJS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to DCJS over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages - MWBE Participation

a) Where DCJS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses

to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of contract and DCJS may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b) Such liquidated damages shall be calculated as an amount equaling the difference between:

i. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals, and

ii. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DCJS, Contractor shall pay such liquidated damages to the DCJS within sixty (60) days after they are accessed by the DCJS unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DCJS.

8. MWBE and EEO Policy Statement

The Contractor agrees to adopt the following policies with respect to the project being developed or services rendered in this Contract with the Division of Criminal Justice Services:

a) M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

i. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

ii. Request a list of State-certified M/WBEs from the Division of Minority and Women's Business Development and solicit bids from them directly.

iii. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

iv. Where feasible, divide the work into smaller portions to enhance participation by M/WBEs and encourage the formation of joint ventures and other partnerships among M/WBE contractors to enhance their participation.

v. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

vi. Ensure that progress payments to M/WBEs are made on a timely basis so that financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

b) EEO

i. This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

ii. This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability or marital state.

iii. At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

iv. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

v. This organization will include the provisions of sections (i) through (iv) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this Contract.

I. Equipment Inventory

Applicable equipment purchased with funds provided by this Contract as listed in Appendix B, shall be assigned a unique inventory number. The Contractor shall list all equipment purchased with such funds on the Equipment Inventory Form and attach it in the applicable state grants management system at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed on the Equipment Inventory Form although the Contractor is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Contractor, DCJS will permit continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a public safety program, unless otherwise notified by DCJS.

J. Accounting and Audits

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures.

2. In addition to all other contract terms and conditions contained herein, performance-based Contractors must be able to document that they expended at least 90% of their program operating budget on program expenses specific to the contracted program. Any short-fall in documented expenditures below the 90% threshold will be subject to recoupment by DCJS.

3. If the Contractor receives funding from two or more sources, all necessary steps shall be taken to ensure that grant funds

are not co-mingled with any other grantee funds, and that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts.

4. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

5. Contractor agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

6. This Contract may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Contract. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements, maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles, and specific compliance with allowable cost and expenditure documentation standards prescribed by any applicable Federal, State, and DCJS guidelines.

K. Non-Compliance

DCJS reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant contracts between the Contractor and DCJS or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgement, the services provided by the Contractor under the Contract are unsatisfactory or untimely. DCJS shall provide the Contractor with written notice of noncompliance. Upon the Contractor's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with the terms of the Contract.

L. Program Income

Program income is gross income earned by the Contractor that is directly generated by a supported activity or earned as a result of the grant award during the period of performance. Program income earned by the Contractor during the funding period as a direct result of the grant award shall be reported in writing to DCJS in a manner or format prescribed by DCJS, in addition to any other applicable reporting requirements. This includes income received from seized and forfeited assets, cash, the sale of grant purchased property, royalties, fees for services, and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Contractor shall report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated using these grant funds shall be used to enhance the grant project.

M. Lapsing Appropriations

Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

N. Refunds

If at the end of this Contract there remains any unexpended balance of the monies advanced under this Contract in the possession of the Contractor, the Contractor shall submit a certified check or money order for the unexpended balance payable to the order of the **State of New York** and return it to the DCJS Office of Financial Services at the address in Section V(A)(2) of this Appendix with its final fiscal cost report by the last day of the month following the end of the Contract period.

O. Limit on Overtime Earnings

If Appendix B makes provisions for overtime payment, the Contractor shall limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Contract. Prior written approval from DCJS is required for overtime charges in excess of the 25 percent (25%) limit. A copy of DCJS' written approval shall be retained by the Contractor and submitted upon request.

P. Subawards/Subcontractor

None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application in the applicable grants management system, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Contract makes provisions for the Contractor to subaward funds to other recipients, the Contractor agrees that all Subcontractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of any Subcontractor.

The Contractor agrees that all Subcontractor agreements shall be formalized in writing between the parties involved, and shall include at a minimum:

- * Activities to be performed,

- * Time schedule,

- * Project policies,

- * Other policies and procedures to be followed,

- * Dollar limitation of the agreement,

- * Appendix A-1, Appendix C, Certified Assurance for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension, and any special conditions set forth in Appendix D (Program Work Plan) of the Contract, and

- * Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Contractor will not be reimbursed for subawarded funds unless all expenditures by a Subcontractor are listed on applicable forms. Backup documentation for such expenditures shall be made available upon request. All expenditures shall be programmatically consistent with the goals and objectives of this Contract and with the financial plan set forth in Appendix B.

Q. Work Product Ownership and Distribution/DCJS Logo

Any work products developed under this Contract by the Contractor shall be the exclusive property of DCJS and Contractor may not assert a copyright to any work products developed. Any work products shall not be disseminated by any means, in whole or in part, unless express written permission in advance is granted by the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and Contractor adheres to any conditions or limitations with respect to usage. Where Contractor uses their pre-existing materials in connection with this Contract, DCJS may use any said materials, in whole or in part, with proper attribution to the Contractor.

No materials or presentations resulting from Contract activities nor any Contractor's website or social platform may use the DCJS logo in any form without the prior written approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval shall be submitted in writing to the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and/or DCJS General Counsel at least thirty (30) calendar days before requested use. DCJS' determination of any requests shall be made on a case-by-case basis.

R. Delayed Implementation

Contractor agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report in writing to the DCJS Office of Program Development and Funding (OPDF) the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Contractor will submit a second written report to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

S. Changes at the Discretion of DCJS

This Contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Division of Criminal Justice Services.

T. Non-Supplanting

The Contractor shall not deliberately reduce funds available for a stated purpose because of the availability of funds under this grant. Funds shall be used to supplement, not supplant, non-Federal funds that would otherwise be available for grant activities. Additionally, a grantee may not reduce State, local, or other non-Federal funds that have been allocated for such permissible activity because Federal funds are available (or expected to be available) to funds that same activity. State and Federal funds must be used to supplement existing State, local or other funds for program activities. Non-supplanting does not apply to grants made with State funds where DCJS receives a Legislative Initiative Form (LIF) from the State Legislature.

U. SAFETNet

The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered county or municipal government agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the county or municipal government agency agrees to participate in the Upstate New York State Intelligence Center (UNYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

V. Compliance with New York State Policies and Standards

All information management software which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with all applicable New York State Office of Information Technology Services security policies and related standards located at: https://its.ny.gov/system/files/documents/2022/10/nys-p03-002_information_security_policy.pdf.

In addition, all such information management software and/or hardware which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with established DCJS standards as outlined in the following documents:

1. New York State Criminal Justice Electronic Biometric Transmission Standard
2. New York State Standard Practices for the Processing of Fingerprintable Criminal Cases
3. New York State Standard Practices for Fingerprinting Juveniles

The latest versions of these documents referenced above can be accessed on the DCJS website at:

<http://criminaljustice.ny.gov/advtech/ebts.pdf>

http://criminaljustice.ny.gov/stdpractices/main_menu.htm

<http://www.criminaljustice.ny.gov/stdpractices/jj/nys-standard-practices-for-processing-fingerprinting-juveniles.pdf>

or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

W. IJPortal

Contractors who are law enforcement agencies shall enroll as a user of the Integrated Justice Portal (IJPortal) services as applicable.

X. DCJSContact Directory

Contractor shall enroll as applicable in the DCJSContact Directory established and administered by the Division of Criminal Justice Services. DCJSContact is a free-of-charge statewide email directory used to alert the law enforcement community to the availability of free law enforcement training courses and materials, legal updates, and officer safety bulletins, among others. Information regarding enrollment in the DCJSContact Directory can be obtained by accessing the enrollment form at <http://www.surveygizmo.com/s3/3351854/DCJS-Contact-Enrollment-Form>.

Y. Incident-Based Reporting (IBR)/UCR Data Entry Interface

Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrests of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/UCR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

Instructions for accessing and submitting crime reports through the IJPortal can be found at:
http://www.criminaljustice.ny.gov/crimenet/ojsa/crimereporting-ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf.

All law enforcement agencies shall stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief shall submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Law enforcement agencies shall submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting System (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.

UCR agencies shall fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found online at: http://www.criminaljustice.ny.gov/crimnet/ojsa/crimreporting/domestic_violence_reporting_alert_5-08-08.pdf.

Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

Z. Publications

The Contractor will submit to DCJS for review all proposed publications (written, visual or audio) prior to their public release. Any such publications shall contain the following statement: 'This project is supported by a grant from the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.'

AA. Sexual Harassment Prevention Policy Certification

As of January 1, 2019, bidders on procurements subject to competitive bidding in New York State are required to submit a certification with every bid that states they have a policy addressing sexual harassment prevention and that they provide sexual harassment training to all employees on an annual basis.

Pursuant to State Finance Law §139-l, bidders responding to a competitively bid Request for Proposal (RFP) must certify that by submission of their bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Bidders that do not certify will not be considered for award, provided however, that if the bidder cannot make the certification, the bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

In addition, requiring this certification for competitively bid RFPs, DCJS has included this requirement for all grantees receiving funds from DCJS. Grantees must provide certification that they have implemented a written policy addressing sexual harassment prevention in the workplace and that they provide annual sexual harassment prevention training to all of its employees.

The certification form described above is available at <https://www.criminaljustice.ny.gov/ofpa/applcmtgrntfrms.html> and is required from grantees as part of the submission in the applicable state grants management system.

VI. PROGRAM SPECIFIC TERMS AND CONDITIONS:

The following terms and conditions apply only to the Contractors receiving funds under the identified program:

Aid to Crime Labs Program

The Contractor consents to and acknowledges the New York State Inspector General's jurisdiction to investigate allegations of serious negligence or misconduct regarding its Forensic Laboratory, and agrees that the Laboratory and its staff are required to cooperate with the New York State Inspector General in its investigation of what it deems to be allegations of serious negligence or misconduct substantially affecting the integrity of the forensic results committed by employees or subcontractors of the Laboratory. Nothing in the agreement shall affect or impair the Inspector General's jurisdiction under Article 4-A of the New York State Executive Law.

Contractor agrees to require as part of the agreement with a subcontractor that the subcontractor consent to and acknowledge the NYS Inspector General's jurisdiction to investigate allegations of serious negligence or misconduct regarding the subcontractor and to agree all of the subcontractor's staff are required to cooperate with the NYS Inspector General in any investigation of the subject of allegations that may substantially affect the integrity of forensic results committed by employees of the subcontractor. The contractor further agrees to require as a part of any agreement with a subcontractor that the subcontractor designate the Contractor as an agent to accept service for purposes of any investigation conducted by the Inspector General.

County Re-entry Task Force (CRTFs)

The Contractor agrees that, as part of DCJS' crime reduction strategy initiatives, each County Re-entry Task Force will develop a formal interactive relationship with other crime reduction strategies in their county.

The Contractor must work towards the development of a comprehensive array of reentry services within the county to ensure that the individual needs of all returning individuals can be appropriately addressed. The Contractor shall review all services proposed by subcontractors for compliance with evidence-based practices.

In addition to services designed to meet the basic needs of returning persons, the Contractor will ensure that the county's network of services include those that address criminogenic needs, have been evaluated for effectiveness in achieving their desired outcomes, and comport with evidence-based interventions for people who have offended. Examples include, but are not limited to, the provision of Thinking for a Change (T4C) and Offender Workforce Development Specialist (OWDS) Programming which may be evaluated as part of the Contract with the Contractor.

Crimes Against Revenue Program (CARP)

The Contractor, in cooperation with DCJS, the Department of Taxation and Finance (DTF) and/or any other state agencies where applicable, will publicize noteworthy prosecutions to promote deterrence.

The Contractor shall enter into a signed Memorandum of Understanding (MOU) with DTF and other agencies if appropriate, to set forth roles, responsibilities and coordination between the parties with respect to the investigation and prosecution of tax crimes and other fraud that can adversely affect governmental revenues.

Gun Involved Violence Elimination (GIVE) Initiative

The Contractor agrees that if funding is being provided for the implementation of any other DCJS crime reduction strategies within the same jurisdiction, the implementing agency will coordinate their GIVE strategy with those other initiatives.

Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

The Contractor agrees to comply with all program requirements including those outlined within the GIVE guidance document.

Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition of the federal Violence Against Women Act.

Participating police departments will attend monthly meetings, at a minimum, with the SNUG program manager or his/her designee and regional crime analysts to discuss firearms related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violent crime within a jurisdiction.

Participating police departments will develop writing protocols detailing established procedures to notify the SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

Participating police departments will provide DCJS an annual report detailing a year to year comparison of shootings and homicides for the current GIVE Contract period and the two preceding GIVE Contract periods for the target area(s) and the entire city. This annual comprehensive report will be due on the last day of the month following the expiration date of the Contract.

Motor Vehicle Theft and Insurance Fraud (MVTIF) Program

The Contractor shall expend funds in a manner that is consistent with the MVT/MVIF Plans of Operation

New York State Defenders Association (NYSDA)

Any income, including interest, arising from state funds paid to the NYSDA shall be used to pay for the cost or expansion of tasks to be performed as part of the NYSDA's programs or projects, provided that all such income shall first be used to reimburse the NYSDA for monies expended from its general fund to support the Backup Center services.

Whenever possible, the NYSDA and its employees shall seek state rates for travel, meals, and lodging. Where such rates are not obtainable, NYSDA employees must provide three quotes demonstrating reasonableness of price for alternate travel, meals, and lodging, except when seeking lodging at the venue of a conference essential to the NYSDA program. In which case the NYSDA shall document the conference arrangements and rates for travel, meals, and lodging.

Upon DCJS request, the NYSDA will arrange for DCJS personnel to attend the NYSDA trainings and conferences offered for the purposes of program and contract monitoring. The parties of this Contract understand that nothing in this Contract shall be construed to preclude or impair the right of the NYSDA attorneys to act in the best interest of their clients. In providing access to records and submitting reports required pursuant to the provisions of this Contract, the NYSDA shall, in accordance with its professional responsibility under the New York Rules of Professional Conduct (see 22 NYCRR Pt. 1200), protect the confidences and secrets of its clients, including the clients of the attorneys to whom the NYSDA provided assistance or services. No record or report shall be deemed deficient because of the omission of information, the provision of which would result in the disclosure of any such confidences or secrets or would otherwise compromise the interest of any client.

In serving as the Public Defense Backup Center and a clearing house for information relating to the provision of public defense services, NYSDA will review, assess, and analyze the public defense system and advance the rights and interests of public defense clients and public defense attorneys.

3/23/2023, Version I.

Acceptance Date:

09/07/2023

Certified by:

Todd Venning

(Your User Profile must have the Signatory Role to Certify an Appendix.)

RESOLUTION NO.: 214 - 2023

OF

OCTOBER 10, 2023

RESOLUTION SCHEDULING A PUBLIC HEARING
FOR OCTOBER 23, 2023 TO HEAR PUBLIC COMMENT
CONCERNING A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY
IN EXCESS OF THE LIMIT ESTABLISHED IN
GENERAL MUNICIPAL LAW SECTION 3-c

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A local law authorizing a property tax levy in excess of the limits established in General Municipal Law Section 3-c"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 23rd day of October, 2023, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

214-23

LOCAL LAW NO.: _____ - 2023

OF

_____, 2023

**A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY IN EXCESS OF THE LIMIT
ESTABLISHED IN GENERAL MUNICIPAL LAW SECTION 3-c**

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1. LEGISLATIVE INTENT

It is the intent of this local law to allow the City of Newburgh to adopt a budget for the fiscal year commencing January 1, 2024 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law Section 3-c.

SECTION 2. AUTHORITY

This local law is adopted pursuant to subdivision 5 of General Municipal Law Section 3-c, which expressly authorizes a local government's governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

SECTION 3. TAX LEVY LIMIT OVERRIDE

The City Council of the City of Newburgh, County of Orange, is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2024 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law Section 3-c.

SECTION 4. SEVERABILITY

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

SECTION 5. EFFECTIVE DATE

This local law shall take effect immediately upon filing with the Secretary of State.

RESOLUTION NO.: 215 - 2023

OF

OCTOBER 10, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH CHUNG S. KIM IN THE AMOUNT OF \$55,000.00**

WHEREAS, Chung S. Kim brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Fifty-Five Thousand and 00/100 Dollars (\$55,000.00) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Chung S. Kim in the total amount of Fifty-Five Thousand and 00/100 Dollars (\$55,000.00) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

OLD BUSINESS

Councilmember Sklarz requested an update on the progress of the City Club, Simms Foster boutique hotel and the Kearney properties on Colden and Montgomery Streets. He would like an update at the next work session.

Mayor Harvey provided an update on 15 S. Colden Street. He heard from the Kearney group over the weekend. They have a tentative schedule for a groundbreaking ceremony on October 16, 2023. They are waiting for approval from the NYS Office of Home and Community Improvement to give them the go. All are invited to attend, including the executive staff. Mr. Kearney is excited about it, and he is just waiting to get confirmation from the State. They have begun clearing trees at the site, and they have solidified funding. The site will consist of a 50-unit housing development project, which has already been passed by the city council to help us deal with our housing crisis.

Councilmember Grice commented. He got excited when he passed Colden Street recently. He requested a stop sign at Sherman and Pleasant. All of the streets in the area have stop signs already. There is a blind spot at the location.

There was no other old business to discuss.

NEW BUSINESS

Councilmember Monteverde requested that a review of Chapter 288 entitled "Vehicle and Traffic" be added to the legislative action item list, specifically regarding handicapped parking spaces. She believes it should be updated so they can designate disabled parking spaces on Broadway in the future.

There was no other new business to discuss.

FURTHER COMMENTS FROM THE COUNCIL

Councilmember Grice commented. He is happy to see Sofokles back in Council Chambers. There is a direct correlation between staff and taxes. If you want more staff, then you are going to pay more taxes. He continues to read unproven comments on social media about fraud in the city; but we have an international award for having one of the most transparent budgets. Other municipalities don't even put up their budgets on their websites. We have been working on this since 2018 and it isn't new. They are not just doing these things because it is an election year. This council has put more money into road paving than any other council has done previously; and they will continue to put money into it. Taxes are actually decreasing, so the comments being made are not based on facts. Of course, they welcome newcomers to Newburgh. The problem is one or two newcomers don't know the history and facts of Newburgh. Grice encouraged newcomers to get the facts before they start commenting about what the council is working hard to do. The council has had to make some hard decisions, and none of this is easy. They inherited a mess from previous councils and management over the years. They came in and fixed it, and he is super proud of that. He is also proud of the people he serves with on the council.

Councilmember Martinez commented. She thanked DPW and engineering, because she is happy to see the roads getting paved. She thanked the city manager and comptroller for the budget presentation. She is excited to hear that we received the distinguished budget award from the State. While she is fairly new to the council, she applauded the council and her predecessor Karen Mejia for all of the work they put into it. This really shows how the city is moving in the right direction, and what patience and good work ethic can do.

Councilmember Monteverde commented. What a great night to talk about the prestigious award we are receiving under Todd Venning's leadership. We truly need to have a banner strewn across Broadway so that people can see we are getting better. We are making strides, and we want to make the city more livable. While it is not perfect and we still have a lot more work to do, this is something to celebrate.

Councilmember Shakur commented. He offered a piece of advice to the community. If you are in the middle of a fight and you let your opponent make all the rules, then how do you expect to win? He urged his community to stop talking and fight the power.

Councilmember Sklarz deferred his comments. He asked Venning what a Zero fiscal stress score means for us, as a city.

Venning explained that the fiscal stress score was implemented in 2013 by the New York State Comptroller. It gives the council and management an idea that a municipality is potentially entering into fiscal stress. The score ranges from Zero, of *no designation*, to the highest level, of *significant stress*. The fact that we are at zero means we have a flawless victory on every single mark. Practically, we now have the ability to support the

stated goals of the council. Under previous councils, you could state you want to do things, but if don't have any money to spend, then it does not matter. Now we can fund the Colored Burial Ground, rebuild the pool and the Newburgh Landing to bring back a dock to a port city that doesn't have one. Without fiscal certainty for the future, anything you are planning doesn't matter. We have a healthy fund balance, essentially savings, which can help us weather unexpected events; especially in paying for our larger capital projects, without us having to pass costs onto the taxpayers. When we look at the indicator for cash liquidity, this means we can pay our contracts on time, as well as our payroll. We have one of the lowest debt-as-percentage-of-revenue, in the state. Your cash position really impacts the council's ability to say this is what it wants to do; and we can pay for it.

Councilmember Sofokles commented. She thanked the city manager and comptroller for presenting the budget. Seven years ago the city was very close to bankruptcy. As you can see now, this city is doing 100% better. She started Downing Park Planning Committee in 1985. She has worked with every DPW superintendent since that time. George Garrison is the first person that has really taken an interest in the park. We get a lot of critics. In the early 1980s she was discouraged and thought about moving out of Newburgh; but she did something about it. People laughed at her in the beginning. Sofokles, having sat on the City's Board of Assessment Review for many years, stated she would be remiss if she didn't mention Joanne [Majewski]. You can actually understand the assessments now, and if you speak with Joanne, she will take the time to explain and answer any questions that you may have.

Mayor Harvey commented. The council gets criticized harshly, especially on social media. Newburgh has always been a tough city; but it has always loved hard too. He and his colleagues have tough skin. They can disagree with respect and civility. He thanked everyone he is serving with, as well as the executive team, because we are functioning on a lot of cylinders. He pointed out the city's \$14 Million investment in a new aquatic center, simultaneously with roughly \$130 Million worth of infrastructure upgrades for the treatment of sewage. Fifty-four million tons of untreated sewage was dumped into the Hudson River for fifty years. We are not doing that type of stuff anymore. He pointed out all of the sidewalk construction that has occurred before the milling and paving process and the replacing of residents' water service lead lines. Also, lest we forget about the great partnership we have with RUPCO, in the construction of twenty-two newly constructed buildings in the East End of the city to help us deal with the housing crisis. Many of these apartments cost tenants \$167-\$534 per month, because people are either on the Section 8 housing program, or the NYS equivalent housing program called ESSI.

This portion of the meeting was closed.

ADJOURNMENT

There being no further business to come before the council, the meeting adjourned at 9:18 P.M.

**KATRINA COTTEN
DEPUTY CITY CLERK**