CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
May 28, 2024
7:00 PM

Mayor/Alcaldesa

1. Moment of Silence / Momento de Silencio
2. Pledge of Allegiance / Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Communicaciones

4. Approval of the minutes from the City Council meeting of May 13, 2024 / Aprovacion del Acta de la Reunion General del Consejal del 13 de mayo de 2024
5. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

Presentations/Presentaciones

Comments from the public regarding agenda and general matters of City Business/Comentarios del público con respecto a la agenda y sobre asuntos generales de la Ciudad.

Comments from the Council regarding the agenda and general matters of City Business/Comentarios del Consejo con respecto a la agenda y sobre asuntos generales de la Ciudad

City Manager's Report/ Informe del Gerente de la Ciudad

6. Resolution No. 109 - 2024 - Change Order No. 10G TAM Enterprises, Inc. Downing Park Pond Outlet & Third Street Stormsewer LTCP Project

   Resolution authorizing Change Order No. 10G to the construction contract with TAM Enterprises, Inc. for the Downing Pond and Third Street Storm Sewer Project

   Resolución que autoriza la Orden de Cambio No. 10G al contrato de construcción con TAM Enterprises, Inc. para el Proyecto de Alcantarilla de Tormentas del Estanque Downing y Third Street

7. Resolution No. 110 - 2024 - Contract Amendment with ARCADIS for Professional Engineering Services in Connection with the Downing Park Pond Outlet & Third Street Stormsewer LTCP Project

Resolution authorizing the City Manager to accept a proposal and execute an agreement amendment for professional construction management engineering services with Arcadis of New York Inc. for the Downing Pond Drain Outlet and Third Street Storm Sewer Project in an amount not to exceed $55,000.00

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar una enmienda de acuerdo para servicios profesionales de administración de ingeniería de construcción con Arcadis of New York Inc. para la salida de drenaje del Proyecto de Alcantarilla de Tormentas del Estanque Downing y Third Street en una cantidad que no exceda $55,000.00

8. Resolution No. 111 - 2024 - Amended Bond Resolution C3-7332-11-03 LTCP Phase-IV Floatables Control & Disinfection Facility

   Bond Resolution of the City of Newburgh, New York, adopted May 28, 2024, amending the Bond Resolution adopted August 8, 2022 relating to the City's Long Term Control Plan Phase IV Floatables Control and Disinfection Facility Project in the City

   Resolución de Bonos de la Ciudad de Newburgh, Nueva York, adoptada el 28 de mayo de 2024, que enmienda la Resolución de Bonos adoptada el 8 de agosto de 2022 relacionada con el Proyecto del Centro de Control y Desinfección de Floatables Fase IV del Plan de Control a Largo Plazo de la Ciudad

9. Resolution No. 112 - 2024 - Contract Amendment No. 2 with ARCADIS for Professional Engineering Services on North Water Street Sewer Separation (LTCP) Project

   Resolution authorizing the City Manager to accept a proposal and enter into an agreement amendment for professional engineering services with Arcadis of New York Inc. for the North Water Street Sewer Separation Project in an amount not to exceed $248,000.00

   Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y entrar en una enmienda de acuerdo para servicios profesionales de ingeniería con Arcadis of New York Inc. para el Proyecto de Separación del Alcantarillado de North Water Street en una cantidad que no exceda $248,000.00

10. Resolution No. 113 - 2024 - Change Order No. 4G METRA Industries North Water Street Sewer Separation (LTCP) Project

    Resolution authorizing Change Order No. 4G to the construction contract with METRA Industries in the North Water Street Sewer Separation Project

    Resolución que autoriza la Orden de Cambio No. 4G al contrato de construcción con METRA Industries en el Proyecto de Separacion del

Alcantarillado de North Water Street

11. Resolution No. 114 - 2024 - Cloud Migration - Thrive Operations LLC contract and budget amendment

    Resolution authorizing the City Manager to execute an agreement with Thrive Operations, LLC at a cost of $144,690.00 and amending Resolution No: 239-2023, the 2024 Budget for the City of Newburgh, New York to transfer $547,823.00 from General Fund Appropriated Fund Balance to Information Systems – Other Equipment for cloud migration and information technology consulting services

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con Thrive Operations, LLC por un costo de $144,690.00 y que enmienda la Resolución No: 239-2023, el Presupuesto 2024 para la Ciudad de Newburgh, Nueva York para transferir $547,823.00 del Saldo de Fondos Asignados del Fondo General a Sistemas de Información - Otros Equipamientos para la migración a la nube y servicios de consultoría en tecnología e información

12. Resolution No. 115 - 2024 - 2024 Bullet Proof Vest Partnership

    Resolution authorizing the City Manager to apply for and accept if awarded a grant from the United States Department of Justice Bureau of Justice Assistance under the 2024 Bulletproof Vest Partnership in the amount of $10,200.00 with a fifty percent match to be paid out of police funds

    Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si es otorgado un subsidio de la Oficina de Asistencia Judicial del Departamento de Justicia de los Estados Unidos bajo la Asociación de Chalecos Antibalas 2024 por el monto de $10,200.00 con un cincuenta por ciento de contrapartida que se pagará con fondos de la policía

13. Resolution No. 116 - 2024 - Schedule 1st Public Hearing and the Opening 1st 30-Day Public Comment Period for the City of Newburgh Community Development Block Grant (CDBG) New Consolidated Plan (FY2025 - FY2029) and FY2025 Annual Action Plan (AAP)

    Resolution opening a 30-day public comment period and scheduling a public hearing for June 10, 2024 to hear public comment regarding the Housing and Community Development needs of the City of Newburgh and to hear public comment on the City of Newburgh's proposed actions concerning the Community Development Block Grant Program for the 2025-2029 Five Year Consolidated Plan and Fiscal Year 2025 Annual Action Plan

    Resolución que abre un período de comentarios públicos de 30 días y programa una audiencia pública para el 10 de junio de 2024 para escuchar comentarios públicos sobre viviendas y las necesidades de desarrollo comunitario de la Ciudad de Newburgh y para recibir comentarios públicos sobre las acciones propuestas de la Ciudad de Newburgh sobre la

Subvención del Programa de Desarrollo de los Bloques Comunitarios para el Plan Consolidado de Cinco años 2025-2029 y el Plan de Acción Anual del Año Fiscal 2025

14. Resolution No. 117 - 2024 - New NYS DEC Catskill Aqueduct Water Reimbursement Contract

    Resolution authorizing the City Manager to enter into Contract No. C013228 with the New York State Department of Environmental Conservation for reimbursement of the cost of water purchased from the New York City Catskill Aqueduct

    Resolución que autoriza al Gerente de la Ciudad a entrar en el Contrato No. C013228 con el Departamento de Conservación Ambiental del Estado de Nueva York para reembolso de costos por el agua comprada del Acueducto de Catskill de la Ciudad de Nueva York

15. Resolution No. 118 - 2024 - Standard Work Day and Reporting Resolution

    Resolution establishing a standard work day for elected and appointed officials which will be reported to the New York State and Local Employees' Retirement System

    Resolución que establece un Día Estándar Laboral para Oficiales nombrados y elegidos el cual será reportado al Sistema de Retiro de Empleados Locales del Estado de Nueva York

16. Resolution No. 119 - 2024 - Conservation Advisory Council - Consulting Arborist Agreement

    Resolution authorizing an agreement between the City of Newburgh and Hudson Valley Tree & Lawn Care LLC for consulting arborist services in the amount of $28,000.00

    Resolución que autoriza un acuerdo entre la Ciudad de Newburgh y Hudson Valley Tree & Lawn Care LLC para servicios de arboricultura de consultoría por el monto de $28,000.00

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Final Comments from the City Council/ Comentarios Finales del Ayuntamiento:

Adjournment/ Aplazamiento:

RESOLUTION NO.: 109 - 2024

OF

MAY 28, 2024

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 10G TO THE CONSTRUCTION CONTRACT WITH TAM ENTERPRISES, INC. FOR THE DOWNING POND AND THIRD STREET STORM SEWER PROJECT

WHEREAS, by Resolution No. 218-2021 of September 27, 2021, the City Council of the City of Newburgh, New York awarded a bid to TAM Enterprises, Inc. in the amount of $3,100,000.00 for the construction of the Downing Pond Drain Outlet and Third Street Storm Sewer Project; and

WHEREAS, the installation and connection of two new catch basin on the north side of the intersection of Third Street and City Terrace and additional storm sewer repair at Johnson Street and First Street added additional milling and top course pavement and additional streetscape restoration on Third Street added $670,624.57 to the contract price increasing the contract amount to $5,015,197.36; and

WHEREAS, TAM Enterprises, Inc. has submitted Change Order No. 10G with funding for the change order to be derived from an existing NYSEFC combination grant and loan C3-7332-11-00; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 10G with the TAM Enterprises, Inc. in the amount of $670,624.57 in the Downing Pond Drain Outlet and Third Street Storm Sewer Project.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 10G

Date of Issuance:	May 13, 2024	Effective Date:	May____, 2024
Owner:	City of Newburgh	Owner's Contract No.:	11.21
Contractor:	TAM Enterprises Inc	Contractor's Project No.:	
Engineer:	Arcadis of New York, Inc	Engineer's Project No.:	30055884
Project:	New Drain Outlet at Downing Park and Third Street Storm Sewer	Contract Name:	General Construction

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

Description:

1. Provide and connect two new catch basins on northern side of the intersect at Third Street and City Terrace to the new Third Street Storm Sewer. Modify the draw down valve vault to add a standpipe on the pressure sensor tap. Total cost of this change is $155,972.07.
2. Additional storm sewer repair and rehabilitation utilizing CIPP lining on Johnston and First Street. Total cost of this change is $514,552.50.
3. The Contract Times is extended by 403 days to a total of 1018 days such that the Project shall be completed ready for final payment by August 30, 2024.

Attachments: *Change Proposals*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 3,100,000.00	Original Contract Times: Substantial Completion: 300 days Ready for Final Payment: 330 days
Increase from previously approved Change Orders $1,244,672.79	Increase from previously approved Change Orders Substantial Completion: 284 days Ready for Final Payment: 285 days
Contract Price prior to this Change Order: $ 4,344,672.79	Contract Times prior to this Change Order: Substantial Completion: 584 days Ready for Final Payment: 615 days days
Increase of this Change Order: $670,524.57	Increase of this Change Order: Substantial Completion: 0 days Ready for Final Payment: 403 days
Contract Price incorporating this Change Order: $5,015,197.36	Contract Times with all approved Change Orders: Substantial Completion: 584 days Ready for Final Payment: 1018 days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature) Todd Venning * Res _____-2024	Contractor (Authorized Signature)
Title: Senior Engineer	Title City Manager/CEO	Title
Date:	Date	Date

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

Change Request

Project Name: New Drain Outlet at Downing Park and Third Street Storm Sewer **Date:** 05/09/2024

Project Address: 275 Third St
Newburgh, NY 12550

Project #: 21042

Requestor: AJ Brooks

Requesting Company: Arcadis of New York, Inc.

98 Grand St, Newburgh, New York 12550

Description of Change:

1. Provide cured-in-place sewer lining as indicated on the attached drawings.
2. Provide and install New CB #1 and New CB #2 at the intersection of City Terrace and Third Street as
indicated on the attached drawing.
3. Provide valve vault modifications as shown in the attached drawing. Modifications include relocating the
pressure sensor and adding a stand pipe through the valve vault lid.

Cost Total - $ 670,524.57

Please see the Estimate Summary below for Mark Up and Man Hours.

TAM ENTERPRISES INC.

Signature: Joseph Griggs

Date: 5/9/2024

Approving Official

Signature: _____

Date: _____

Newburgh Downing Park Change Order #9 Equipment List

Mobilization, Installation of two Catch Basins and Pipe
Hydroexcavator to locate existing utilites and excavate trench as needed
Excavator and trench roller
tool truck
Triaxle dumptruck for hauling away fill and hauling in aggregates

Sewer Main Lining
Subcontractor to slip line the scope of work
Clean and CCTV with Vaccon and TV Truck

Valve Vault Work
Confined space trailer with equipment and qualified personnel
tool truck

PROPOSAL

City of Newburgh
A.J. Brooks, PE
98 Grand St, Newburgh,
New York 12550

Re: New Drain Outlet at Downing Park and Third Street Storm Sewer, Change order #9

A.J.,

In response to your request on March 18,2024, we have reviewed the bid documents noted herein, describing the scope of work to be performed, and are pleased to offer this proposal to perform the work delineated below.

Bid Documents:

Arcadis Proposal Request form dated 3/18/2024 named "General 11.21" describing the scope of work on Change order #9.

Plans and specifications:

Storm Sewer Repair and Rehabilitation Dates 12/30/20,8/18/21,9/07/21
Combined Sewer Lining MH 205A-MH205 FIG.1 Dated MAR. 2024
Installation of Catch Basins on 3rd Street and City Terrace Fig. 1 Dated MAR. 2024
Draw Down Valve Vault Standpipe SK-1 Dated JANUARY 2024

Scope of Work:

1. Provide cured-in-place sewer lining as indicated on the attached drawings.
2. Provide and install New CB #1 and New CB #2 at the intersection of City Terrace and Third Street as indicated on the attached drawing.
3. Provide valve vault modifications as shown in the attached drawing. Modifications include relocating the pressure sensor and adding a stand pipe through the valve vault lid.

Cost of the Work:

- Lump sum ($ 670,524.57)

Qualifications:

1. All items assume no rock removal to be performed.
2. Rock removal, if encountered, shall be priced as additional work.
3. Assumes Backfill with native materials
4. Assume owner to handle excess spoils
5. Excludes winter conditions and dewatering.
6. Work not itemized above has not been included.
7. Excluded costs;
    - Permits Fees
    - Engineering & Surveying
    - Unsuitable soils

We have included general conditions, administration, and supervision for the work as a part of this proposal. Should we be awarded additional / multiple trades for this project we will of course adjust these costs to the owner's benefit more cost efficiently.

Very truly yours,

Joseph Griggs

Joseph Griggs

TAM ENTERPRISES INC.

Cc: Sam Paglianite
Brian Cutler
Robert Toomey
Cliff Bell
Brittney Cioffi

POTENTIAL CHANGE ORDER REQUEST / RESPONSE (PCOR)

114 Hartley Road
Goshen, NY 10924

Project : Newburgh Downing Park Change Order #9 **PCOR No:** #1

Location: 275 Third St, Newburgh, NY 12550 **Job No:**

Date: 9-May-24

Item	Description	Days EA.	Quantity EA.	Unit Cost $/Hr.	Day Rate $/D	Amount
3	**Valve Vault Labor**					
4	Laborer	2.0	4.0	$96.15	$769.20	$ 6,153.60
5	Supervisor	2.0	1.0	$114.97	$919.76	$ 1,839.52
6	**Catch Basin Install**					
7	Operator B	3.0	1.0	$112.90	$903.20	$ 2,709.60
8	Laborer	3.0	2.0	$96.15	$769.20	$ 4,615.20
9	Flager	3.0	1.0	$90.92	$727.36	$ 2,182.08
10	Teamster Group IV	3.0	1.0	$90.70	$725.60	$ 2,176.80
11	Supervisor	3.0	1.0	$114.97	$919.76	$ 2,759.28
12	**Lining**					
13	Flager	10.0	3.0	$90.92	$727.36	$ 21,820.80
14	Supervisor	10.0	1.0	$114.97	$919.76	$ 9,197.60
15	**Compaction Testing**					
16	Compaction Testing	2.0	1.0		$497.00	$ 994.00
17	**EQUIPMENT**					
18	**Valve Vault Labor**					
19	Kubota KX80 Mini	1.0	1.0		$399.78	$ 399.78
20	Crew Diesel Pickup Truck	2.0	1.0		$44.00	$ 88.00
21	Crane Truck	2.0	1.0		$411.88	$ 823.76
22	**Catch Basin Install**					
23	Kubota KX80 Mini	3.0	1.0		$399.78	$ 1,199.34
24	Caterpillar Tandem Roller CB334D	3.0	1.0		$455.00	$ 1,365.00
25	Tri-Axle Dump Truck	3.0	1.0		$370.02	$ 1,110.06
26	Crane Truck	3.0	1.0		$411.88	$ 1,235.64
27	Hydro Excavator	3.0	1.0		$3,769.61	$ 11,308.83
28	**MATERIALS**			**Unit**		
29	Item #4 Aggregate		150.0	TN	$35.00	$ 5,250.00
30	Binder		5.0	TN	$72.00	$ 432.00
31	Top		4.0	TN	$85.00	$ 340.00
32	Pipe, CB, Fittiings, Etc.		1.0	LS	$8,977.00	$ 8,977.00
33	Miscellaneous Material		1.0	LS	$1,022.00	$ 1,022.00
34	**Bonds and Insurance**					
35	General Liability		1.0	LS	$6,791.00	$ 6,791.00
36	Umbrella Insurance		1.0	LS	$6,791.00	$ 6,791.00
37	Homeoffice		1.0	LS	$20,373.00	$ 20,373.00
38	Bond From Summary Table		1.0	LS	$13,673.00	$ 13,673.00
39	**Subtotal**					$ 135,627.89
40	Overhead & Profit			15%		$ 20,344.18
41	**Subcontractors**					
42	Pipe Lining		1.0	LS	$490,050.00	$ 490,050.00
43	**Subtotal**					$ 490,050.00
44	Overhead & Profit			5%		$ 24,502.50
45	**GRAND TOTAL**					**$ 670,524.57**

Accepted by: _____ _____

Authorized Client Representative — Insert PM Name

Insert Clieint Company Name — ***TAM Enterprises Inc.***

Date: _____ **Date:** _____

THE
PRECISION
Precision Industrial Maintenance, Inc. • Martin Environmental Services, Inc.
Precision Trenchless, LLC
GROUP

On Behalf of Precision Trenchless LLC, I am pleased to present TAM Enterprises Inc. with pricing for UV CIPP lining & CCTV work for the Downing Park storm system in Newburgh NY.

Work scope included in pricing

- Pre and Post CCTV with thumb drive videos and reports
- High pressure jetting and cleaning of all pipe prior to UV CIPP installation
- Installation of 18-inch UV CIPP approximately 30 LF (1 section)
- Installation of 30-inch UV CIPP approximately 270 LF (1 section)
- Installation of 42-inch UV CIPP approximately 440 LF (3 sections)
- Installation of 48-inch UV CIPP approximately 290 LF (3 sections)
- Bypass of all water throughout installation process up to 4" capacity.
- Coupon samples of installed liners for testing if needed.

Exclusions

- Any repairs to the host pipe needed to install the CIPP
- Water source to be provided by others
- Final billing will be done with post CCTV footages
- Traffic control beyond standard cones / signs
- Disposal of spoils / debris
- Permits
- Grout
- Testing
- Additional Insurance beyond current coverage
- Access to both ends of the pipe must be given
- Anything not specifically mentioned in the proposal

18" x 30ft (4.8mm)

- **UV CIPP lining, Bypass, CCTV pre and post videos, and Cleaning** **$10,250.00**

30" x 270ft (7.2mm)

- **UV CIPP lining, Bypass, CCTV pre and post videos, and Cleaning** **$83,100.00**

42" x 440ft (9.6mm)

- **UV CIPP lining, Bypass, CCTV pre and post videos, and Cleaning** **$216,650.00**

48" x 290ft (14.4mm)

- **UV CIPP lining, Bypass, CCTV pre and post videos, and Cleaning** **$176,800.00**
- **Mobilization** **$3,250.00**

Project cost estimate $490,050.00

THE
PRECISION
Precision Industrial Maintenance, Inc. • Martin Environmental Services, Inc.
Precision Trenchless, LLC
GROUP

Please sign/date and send back if approved to begin work

Signature _____ Date_____

Please contact me with any questions

Sincerely,
Sean Bergman
313-319-6719
sbergman@precisiontrenchless.com

NEWBURGH Winwater COMPANY

653 RT 52 EAST
PO BOX 353
WALDEN, NY 12586-0353
PHONE (845) 778-3312
FAX (845) 778-3830

Job Name
DOWNING PARK 3RD ST & CITY TERRACE

Quote No.	Date	Page
0025605	4/09/24	1
Expiration Date		4/21/24
Revised Date		4/09/24
Bid Due Date		3/22/24

Quoted To Customer

TAM ENTERPRISES INC
114 HARTLEY RD
GOSHEN, NY 10924-6511

Phone (845) 294-8882
Fax (845) 294-8883

Quoted By

BRIAN STRATTON
BWSTRATTON@WINWATERWORKS.COM
(845) 778-3312

Customer	Payment Terms	Quoted To	Salesperson	FOB
002156	2% 10 DAYS NET 30	Joe Kata	PATRICK CONNELL	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	1	CB1 30"X48"X5.95' 8"W,B,TS	2295.0000		2295.00
2.0	1	CB2 30"X48"X6.95' 8"W,B,TS	2575.0000		2575.00
3.0	2	24"X8" ROUND FRAME AND COVER PER DRAWING SENT 4/9, SHOWS ROUND CASTING IN TOP SLAB. IF DIFFERENT PLEASE ADVISE.THANKS	480.0000	EA	960.00
4.0	80	12X20' SOLID N-12 ST/IB ULTRA	16.3200	FT	1305.60
5.0	60	15X20' SOLID N-12 ST/IB ULTRA	19.4500	FT	1167.00

Tax Area Id	Net Sales	8,302.60
330710000	Freight	.00
	Tax	674.59
	Quotation Total	8,977.19

ATLANTIC TESTING LABORATORIES

WBE certified company

Poughkeepsie
251 Upper North Road
Highland, NY 12528
845-691-6098 (T)
atlantictesting.com

February 14, 2024

TAM Enterprises, Inc.
114 Hartley Road
Goshen, New York 10924

Telephone: 845-806-7476
Email: brittney@tamenterprises.com

Attn: Brittney Cioffi

Re: Construction Materials Engineering and Testing Services
Contract No. VNP-215 Water Main Replacement on North & South Chestnut Street
New Paltz, New York
ATL No. PT998-366D-02-24

Thank you for the opportunity to submit a proposal for the referenced services. In accordance with your request, please find enclosed the following items for review:

- Scope of Services
- Fee Schedule
- AGREEMENT for Construction Materials Engineering and Testing Services
- Standard Terms and Conditions

ATL is WBE certified by the New York State Department of Economic Development, Division of Minority & Women's Business Development.

To accept ATL's proposal, return a signed AGREEMENT with attachments via email or to:

Atlantic Testing Laboratories, Limited
Contracts Department
6431 US Highway 11
Canton, New York 13617

One countersigned AGREEMENT will be returned via email, unless otherwise directed.

This proposal is valid for 90 days from the date of issuance. Thereafter, ATL reserves the right to declare the proposal null and void and/or adjust the proposed fees.

If you have any questions or require additional information, please contact me at your convenience. We look forward to your response.

Sincerely,
ATLANTIC TESTING LABORATORIES, Limited



Ryan C. Graham, P.E.
Senior Engineer

RCG/DES/mrr

Enclosures

SCOPE OF SERVICES FOR CONSTRUCTION MATERIALS ENGINEERING AND TESTING

Contract No. VNP-215 Water Main Replacement on North & South Chestnut Street, New Paltz, Ulster County, New York

Based on information provided to ATL by representatives of TAM Enterprises, Inc., it is our understanding that the project consists of a water main replacement along North and South Chestnut Street from Southside Avenue to Sunset Ridge. It is further understood that the project is scheduled to start Spring/Summer 2024.

The following Scope of Services for providing Construction Materials Engineering and Testing services is based on Drawings and Specifications dated January 2024.

CLIENT will be responsible for determining, requesting, authorizing, and scheduling services. CLIENT agrees that ATL is not responsible for performing services that are neither requested nor authorized by CLIENT, including but not limited to, services that are required by the construction documents and/or outlined in the following Scope of Services.

A. Field Services:

1. Soil:

Provide a Technician to perform the following field testing of fill materials:

- ASTM D 75: Practice for Sampling Aggregates
- ASTM D 2922: Density of Soil and Soil-Aggregate in Place by Nuclear Methods
- ASTM D 3017: Water Content of Soil and Rock in Place by Nuclear Methods
- ASTM D 6938: In-place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods

2. Concrete:

Provide a Technician to perform the following field tests of freshly mixed concrete:

- ASTM C 31: Making and Curing Concrete Test Specimens in the Field
- ASTM C 143: Slump of Hydraulic Cement Concrete
- ASTM C 172: Sampling Freshly Mixed Concrete
- ASTM C 231: Air Content of Freshly Mixed Concrete by the Pressure Method
- ASTM C 1064: Temperature of Freshly Mixed Portland Cement Concrete
- Report quantity of fresh concrete tested and test results

3. Hot Mix Asphalt:

Provide a Technician to perform the following:

- ASTM D 979: Sampling Bituminous Paving Mixtures
- ASTM D 2950: Density of Bituminous Concrete in Place by Nuclear Methods; or
  ASTM D 7113: Density of Bituminous Paving Mixtures in Place by the Electromagnetic Surface Contact Methods
- Obtain random asphalt temperatures using an infrared thermometer

B. Laboratory Services:

1. Soil:

- ASTM D 422: Particle-Size Analysis of Soils (without Hydrometer analysis)
- ASTM D 698: Laboratory Compaction Characteristics of Soil Using Standard Effort
- ASTM D 1557: Laboratory Compaction Characteristics of Soil Using Modified Effort

2. Concrete and Aggregate:

- ASTM C 39: Compressive Strength of Cylindrical Concrete Specimens
- ASTM C 117: Material Finer than 75µm (#200) Sieve in Mineral Aggregates by Washing
- ASTM C 136: Sieve Analysis of Fine and Coarse Aggregates

C. Additional Services:

1. Transport samples, as required, for laboratory analysis.

2. Provide a Project Manage to perform the following:

- Review project plans and specifications, as provided to ATL, which are relevant to the services outlined in this Scope of Services.
- Review test data generated by ATL.
- Attend project meetings as directed by CLIENT.
- Prepare and distribute reports. Reports will be distributed by email.

D. Client Responsibilities:

1. Prior to project initiation, provide ATL with copies of the PROJECT plans and specifications, all revisions and addenda, approved material submittals, and other applicable documents.

2. Provide safe access, conforming to applicable OSHA and other pertinent regulations, to sampling and testing locations.

3. Provide contact information for report distribution.

NOTES TO THE SCOPE OF SERVICES

The Scope of Services outlined above does not meet the requirements for Special Inspection contained in the Building Code applicable to the project. A Scope of Services to meet these requirements can be provided upon request.

ATL's representatives will not accept or reject construction materials, means and methods, material quantities, and/or completed construction.

Untested portions of soil and aggregate samples will be discarded two weeks after completion of the testing.

Compressive strength test specimens will be discarded upon completion of the testing, and hold cylinders upon the 28-day compressive strength exceeding the minimum specified value, unless instructed otherwise.

We require a minimum of two days advance notice prior to project initiation and one day advance notice for subsequent scheduling of field services. Notice of cancellation must be received by 5:00 PM, Monday through Friday, the day prior to scheduled services, or a minimum charge in accordance with the Fee Schedule will be applicable.

FEE SCHEDULE

Service	Estimated Quantity	Unit Fee	Estimated Cost
Atlantic Testing Laboratories			
Technical Personnel			
Hot Mix Asphalt Technician		$650.00 / Day	
Project Manager		$113.00 / Hour	
Technical Report Review		$55.00 / Report	
Technician : Soil and Concrete		$497.00 / Day	
Technician : Soil and Concrete		$310.00 / Half Day	
Laboratory Testing			
ASTM C 39: Compressive Strength Test or Hold Cylinder (fabricated by ATL)		$20.00 / Cylinder	
ASTM C 117: Material Finer than 75 mm (#200 sieve) in Mineral Aggregates by Washing		$40.00 / Test	
ASTM C 136: Sieve Analysis of Fine and Coarse Aggregates		$75.00 / Test	
ASTM D 1557: Laboratory Compaction Modified Effort		$160.00 / Test	
ASTM D 698: Laboratory Compaction Standard Effort		$160.00 / Test	
ASTM D 422: Particle-Size Analysis without Hydrometer		$115.00 / Test	
Miscellaneous			
Density Meter		$65.00 / Day	
Sample Pickup - When no other services are performed		$60.00 / Trip	
Travel - Includes Labor and Mileage		$30.00 / Trip	

NOTES TO THE FEE SCHEDULE

The Unit Fees are valid through February 28, 2025. On this date and annually thereafter, an escalation rate of 3.5% will be applied.

As used in this schedule:

A standard day is defined as time on-site during a 4- to 8-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

A standard half-day is defined as time on-site up to a 4-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

Services provided for 4 or more hours outside the standard day, as defined above, are subject to a night differential.

Unless otherwise stated in the Fee Schedule, daily overtime rates are calculated by dividing the daily rate by 8 and multiplying by 1.50 and hourly overtime rates are calculated by multiplying the hourly rate by 1.50. Services performed on Saturdays and Sundays/Holidays will be invoiced at 1.50 and 1.75 times the unit fees, respectively. Travel performed on Saturdays/Sundays/Holidays may be invoiced at 1.25 times the unit fees.

Travel charge and sample pickup are inclusive of labor and mileage for the referenced project site. Rates for ATL personnel are for time on-site only and are not invoiced portal-to-portal. Travel that is required by ATL to other locations will be invoiced at a separate rate, based on the distance traveled and time expended.

The fee for ASTM C 39 includes the handling and final curing outlined in ASTM C 31. All cylinders fabricated will be invoiced at the unit fee noted in the fee schedule.

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Albany, New York 12242
Phone: (518) 473-8940

LABOR RATE WORKSHEET

Project No.

Contractor Name: | County: Orange | Date:

Address:

Field order #

Telephone Number: | Eff. Dates ____ to ____ | Change order #

LABOR RATE BREAKDOWN (For T&M only. Use a separate worksheet for each employee.)

Trade: Laborer

{T&M Only} Item No.: | Notes | Union Local No.: 825

{T&M Only} Employee Name:

{T&M Only} Social Security No.:

			REGULAR BASE RATE		PREMIUM TIME BASE RATE	
					Multiplier	
					1.5	1.5
A. WAGE RATE PER HOUR			**$44.80**	**$44.80**	**$67.20**	**$67.20**
BENEFITS (* Identifies benefits paid directly to the Employee.)	*	% per hour	$ per hour			
Vacation and Holiday			$4.00	$4.00	$6.00	$6.00
Health and Welfare			$16.00	$16.00	$24.00	$24.00
Pension			$6.50	$6.50	$9.75	$9.75
Annuity			$6.00	$6.00	$9.00	$9.00
Education / Apprentice Training			$1.75	$1.75	$2.62	$2.62
Supplemental Unemployment			$1.00	$1.00	$1.50	$1.50
Security Fund						
Industtry Fund			$0.15	$0.15	$0.23	$0.23
Labor Management			$2.25	$2.25	$3.38	$3.38
B. TOTAL BENEFITS PER HOUR			$37.65	$37.65	**$37.65**	**$37.65**	**$56.48**	**$56.48**
PAYROLL TAXES AND INSURANCE						
F.I.C.A. / Social Security (up to the maximum required by law)			6.20 %	6.20	$4.17	$4.17
Medicare			1.45 %	1.45	$0.97	$0.97
Federal Unemployment (up to a maximum of $56.00 per employee per year)			6.00 %	6.00	$4.03	$4.03
State Unemployment (up to 1st $8,500 of base salary paid per employee per year)			2.53 %	2.53	$1.70	$1.70
Workers' Compensation **Code is required:** 6306 OGS 6306			14.05 %	14.05	$6.29	$6.29
Disability WC Classification: Sewer Constructi			0.34 %	0.34	$0.23	$0.23
Other			%			
C. TOTAL TAXES AND INSURANCE PER HOUR						
☐ All benefits are paid directly to	Prem Time	$67.20 $67.20	30.57 %			
☐ Only benefits identified by * are paid directly to Employee.	Reg Rate	$44.80 $44.80	x 30.57 % =	**$13.70**	**$13.70**	**$17.40**	**$17.40**
D. TOTAL LABOR RATE			(A + B + C) =	**$96.15**	**$96.15**	**$141.08**	**$141.08**

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Albany, New York 12242
Phone: (518) 473-8940

LABOR RATE WORKSHEET

Project No.

Contractor Name: | County: Orange | Date:

Address:

Field order #

Telephone Number: | Eff. Dates ____ to ____ | Change order #

LABOR RATE BREAKDOWN (For T&M only. Use a separate worksheet for each employee.)

Trade: Operator-A

{T&M Only} Item No.: | Notes | Union Local No.: 825

{T&M Only} Employee Name:

{T&M Only} Social Security No.:

			REGULAR BASE RATE		PREMIUM TIME BASE RATE	
					Multiplier 1.5	1.5
A. WAGE RATE PER HOUR			**$59.22**	$59.22	**$88.83**	$88.83
BENEFITS (* Identifies benefits paid directly to the Employee.)	*	% per hour / $ per hour				
Vacation and Holiday		$4.00			$6.00	$6.00
Health and Welfare		$16.00			$24.00	$24.00
Pension		$6.50			$9.75	$9.75
Annuity		$6.00			$9.00	$9.00
Education / Apprentice Training		$1.75			$2.62	$2.62
Supplemental Unemployment		$1.00			$1.50	$1.50
Security Fund						
Industtry Fund		$0.15			$0.23	$0.23
Labor Management		$2.25			$3.38	$3.38
B. TOTAL BENEFITS PER HOUR		$37.65	$37.65	**$37.65**	$37.65	**$56.48**	$56.48
PAYROLL TAXES AND INSURANCE						
F.I.C.A. / Social Security (up to the maximum required by law)		6.20 %	6.20		$5.51	$5.51
Medicare		1.45 %	1.45		$1.29	$1.29
Federal Unemployment (up to a maximum of $56.00 per employee per year)		6.00 %	6.00		$5.33	$5.33
State Unemployment (up to 1st $8,500 of base salary paid per employee per year)		2.53 %	2.53		$2.25	$2.25
Workers' Compensation **Code is required:** 6306 OGS 6306		14.05 %	14.05		$8.32	$8.32
Disability WC Classification: Sewer Constructi		0.34 %	0.34		$0.30	$0.30
Other		%				
C. TOTAL TAXES AND INSURANCE PER HOUR						
☐ All benefits are paid directly to	Prem Time $88.83 $88.83	30.57 %				
☐ Only benefits identified by * are paid directly to Employee.	Reg Rate $59.22 $59.22	x 30.57 % =	**$18.10**	$18.10	**$23.00**	$23.00
D. TOTAL LABOR RATE		(A + B + C) =	**$114.97**	$114.97	**$168.31**	$168.31

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Phone: (518) 473-8940

LABOR RATE WORKSHEET

Project No.

Contractor Name: | County: Orange | Date: 06/01/23

Address:

Field order #

Telephone Number: | Eff. Dates ____ to ____ | Change order #

LABOR RATE BREAKDOWN (For T&M only. Use a separate worksheet for each employee.)

Trade: Flagger

{T&M Only} Item No.: | Notes | Union Local No.: 825

{T&M Only} Employee Name:

{T&M Only} Social Security No.:

			REGULAR BASE RATE		PREMIUM TIME BASE RATE (Multiplier 1.5)	
A. WAGE RATE PER HOUR			**$40.80**	**$40.80**	**$61.20**	**$61.20**
BENEFITS (* Identifies benefits paid directly to the Employee.)	*	% per hour / $ per hour				
Vacation and Holiday		$4.00			$6.00	$6.00
Health and Welfare		$16.00			$24.00	$24.00
Pension		$6.50			$9.75	$9.75
Annuity		$6.00			$9.00	$9.00
Education / Apprentice Training		$1.75			$2.62	$2.62
Supplemental Unemployment		$1.00			$1.50	$1.50
Security Fund						
Industtry Fund		$0.15			$0.23	$0.23
Labor Management		$2.25			$3.38	$3.38
B. TOTAL BENEFITS PER HOUR		$37.65	**$37.65**	**$37.65**	**$56.48**	**$56.48**
PAYROLL TAXES AND INSURANCE						
F.I.C.A. / Social Security (up to the maximum required by law)		6.20 %	6.20		$3.79	$3.79
Medicare		1.45 %	1.45		$0.89	$0.89
Federal Unemployment (up to a maximum of $56.00 per employee per year)		6.00 %	6.00		$3.67	$3.67
State Unemployment (up to 1st $8,500 of base salary paid per employee per year)		2.53 %	2.53		$1.55	$1.55
Workers' Compensation **Code is required:** 6306 OGS 6306		14.05 %	14.05		$5.73	$5.73
Disability WC Classification: Sewer Constructi		0.34 %	0.34		$0.21	$0.21
Other		%				
C. TOTAL TAXES AND INSURANCE PER HOUR						
☐ All benefits are paid directly to	Prem Time	$61.20 $61.20	30.57 %			
☐ Only benefits identified by * are paid directly to Employee.	Reg Rate	$40.80 $40.80	x 30.57 % =	**$12.47**	**$15.84**	**$15.84**
D. TOTAL LABOR RATE			(A + B + C) =	**$90.92**	**$133.52**	**$133.52**

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Phone: (518) 473-8940

LABOR RATE WORKSHEET

Project No.

Contractor Name: | County: Orange | Date: 05/01/23

Address:

Field order #

Telephone Number: | Eff. Dates ____ to ____ | Change order #

LABOR RATE BREAKDOWN (For T&M only. Use a separate worksheet for each employee.)

Trade: Teamster-Group 4

{T&M Only} Item No.: | Notes | Union Local No.: 825

{T&M Only} Employee Name:

{T&M Only} Social Security No.:

			REGULAR BASE RATE		PREMIUM TIME BASE RATE	
					Multiplier	
					1.5	1.5
A. WAGE RATE PER HOUR			**$33.69**	$33.69	**$50.54**	$50.54
BENEFITS (* Identifies benefits paid directly to the Employee.)	*	% per hour	$ per hour			
Vacation and Holiday			$4.00	$4.00	$6.00	$6.00
Health and Welfare			$16.00	$16.00	$24.00	$24.00
Pension			$6.50	$6.50	$9.75	$9.75
Annuity			$6.00	$6.00	$9.00	$9.00
Education / Apprentice Training			$1.75	$1.75	$2.62	$2.62
Supplemental Unemployment			$1.00	$1.00	$1.50	$1.50
Security Fund						
Industtry Fund			$0.15	$0.15	$0.23	$0.23
Labor Management			$2.25	$2.25	$3.38	$3.38
Diff. in Benefits pay to Empl.	* *		$6.94	$6.94	$10.41	$10.41
B. TOTAL BENEFITS PER HOUR			$44.59	$44.59	**$66.89**	$66.89
PAYROLL TAXES AND INSURANCE						
F.I.C.A. / Social Security (up to the maximum required by law)		6.20 %	6.20		$3.78	$3.78
Medicare		1.45 %	1.45		$0.88	$0.88
Federal Unemployment (up to a maximum of $56.00 per employee per year)		6.00 %	6.00		$3.66	$3.66
State Unemployment (up to 1st $8,500 of base salary paid per employee per year)		2.53 %	2.53		$1.54	$1.54
Workers' Compensation **Code is required:** 6306 OGS 6306		14.05 %	14.05		$5.71	$5.71
Disability WC Classification: Sewer Constructi		0.34 %	0.34		$0.21	$0.21
Other		%				
C. TOTAL TAXES AND INSURANCE PER HOUR						
☐ All benefits are paid directly to	Prem Time $60.95 $60.95	30.57 %				
☑ Only benefits identified by * are paid directly to Employee.	Reg Rate $40.63 $40.63	x 30.57 % =	**$12.42**	$12.42	**$15.78**	$15.78
D. TOTAL LABOR RATE		(A + B + C) =	**$90.70**	$90.70	**$133.20**	$133.20

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Phone: (518) 473-8940

LABOR RATE WORKSHEET

Project No.

Contractor Name: | County: Orange | Date:

Address:

Field order #

Telephone Number: | Eff. Dates | to | Change order #

LABOR RATE BREAKDOWN (For T&M only. Use a separate worksheet for each employee.)

Trade: Operator- B

{T&M Only} Item No.: | Notes | Union Local No.: 825

{T&M Only} Employee Name:

{T&M Only} Social Security No.:

			REGULAR BASE RATE		PREMIUM TIME BASE RATE	
			Multiplier			
			1.5		1.5	
A. WAGE RATE PER HOUR			**$57.63**	$57.63	**$86.45**	$86.45
BENEFITS (* Identifies benefits paid directly to the Employee.)	*	% per hour	$ per hour			
Vacation and Holiday			$4.00	$4.00	$6.00	$6.00
Health and Welfare			$16.00	$16.00	$24.00	$24.00
Pension			$6.50	$6.50	$9.75	$9.75
Annuity			$6.00	$6.00	$9.00	$9.00
Education / Apprentice Training			$1.75	$1.75	$2.62	$2.62
Supplemental Unemployment			$1.00	$1.00	$1.50	$1.50
Security Fund						
Industtry Fund			$0.15	$0.15	$0.23	$0.23
Labor Management			$2.25	$2.25	$3.38	$3.38
B. TOTAL BENEFITS PER HOUR			$37.65	$37.65	**$37.65**	$37.65	**$56.48**	$56.48
PAYROLL TAXES AND INSURANCE						
F.I.C.A. / Social Security (up to the maximum required by law)			6.20 %	6.20	$5.36	$5.36
Medicare			1.45 %	1.45	$1.25	$1.25
Federal Unemployment (up to a maximum of $56.00 per employee per year)			6.00 %	6.00	$5.19	$5.19
State Unemployment (up to 1st $8,500 of base salary paid per employee per year)			2.53 %	2.53	$2.19	$2.19
Workers' Compensation **Code is required:** 6306 OGS 6306			14.05 %	14.05	$8.10	$8.10
Disability WC Classification: Sewer Constructi			0.34 %	0.34	$0.29	$0.29
Other			%			
C. TOTAL TAXES AND INSURANCE PER HOUR						
☐ All benefits are paid directly to		Prem Time $86.45 $86.45	30.57 %			
☐ Only benefits identified by * are paid directly to Employee.		Reg Rate $57.63 $57.63	x 30.57 % =	**$17.62**	$17.62	**$22.38**	$22.38
D. TOTAL LABOR RATE			(A + B + C) =	**$112.90**	$112.90	**$165.30**	$165.30

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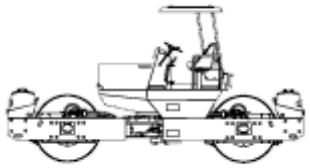
All prices shown in US dollars ($)

Rental Rate Blue Book®

September 29, 2022

Caterpillar CB-334D (disc. 2004)
Tandem Vibratory Compactors

Size Class:
3.0 - 4.9 MTons
Weight:
8754 lbs



Configuration for CB-334D (disc. 2004)

Drum Width	**51.0 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 $6,490.00	USD $1,820.00	USD $455.00	USD $68.00	USD $26.03	USD $62.90
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2004: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $6,490.00**	**USD $1,820.00**	**USD $455.00**	**USD $68.00**	**USD $26.03**	**USD $62.90**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $16.23
Idling Rate	USD $42.06

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	27%	USD $1,752.30/mo
Overhaul (ownership)	56%	USD $3,634.40/mo
CFC (ownership)	5%	USD $324.50/mo
Indirect (ownership)	12%	USD $778.80/mo
Fuel (operating) @ USD 5.70	20%	USD $5.19/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 TAM ENTERPRISES (amy@tamenterprises.com)

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EquipmentWatch

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All prices shown in US dollars ($)

Adjustments for f350dieseltruck in On Road Diesel

May 6, 2024

Ford F-350
On-Highway Light Duty Trucks

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



Configuration for F-350

Axle Configuration	**4.0 X 4.0**	Cab Type	**Crew**
Horsepower	**214.0 hp**	Power Mode	**Diesel**
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 $620.00	USD $175.00	USD $44.00	USD $7.00	USD $13.55	USD $17.07
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $620.00**	**USD $175.00**	**USD $44.00**	**USD $7.00**	**USD $13.55**	**USD $17.07**

Non-Active Use Rates

	Hourly
Standby Rate	USD $2.33
Idling Rate	USD $13.86

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	35%	USD $217.00/mo
Overhaul (ownership)	34%	USD $210.80/mo
CFC (ownership)	13%	USD $80.60/mo
Indirect (ownership)	18%	USD $111.60/mo
Fuel (operating) @ USD 4.03	76.31%	USD $10.34/hr

Revised Date: 2nd quarter 2024

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 Joe Kata (jkata@tamenterprises.com)

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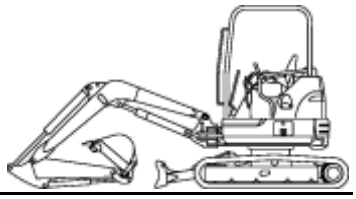
All prices shown in US dollars ($)

Adjustments for KUB057-4MINIEXC in All Saved Models

October 18, 2022

Kubota KX057-4
Crawler Mounted Compact Excavators

Size Class:
5.1 - 6.0 MTons
Weight:
12150 lbs



Configuration for KX057-4

Operating Weight	**5.5 mt**	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	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $5,685.00	USD $1,590.00	USD $400.00	USD $60.00	USD $26.52	USD $58.82
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 99.94%)	(USD $3.14)	(USD $0.88)	(USD $0.22)	(USD $0.03)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $5,681.86**	**USD $1,589.12**	**USD $399.78**	**USD $59.97**	**USD $26.52**	**USD $58.80**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $18.08
Idling Rate	USD $42.18

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	29%	USD $1,648.65/mo
Overhaul (ownership)	44%	USD $2,501.40/mo
CFC (ownership)	6%	USD $341.10/mo
Indirect (ownership)	21%	USD $1,193.85/mo
Fuel (operating) @ USD 5.03	37%	USD $9.90/hr

Revised Date: 4th quarter 2022

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Unique ID: 4gndPsliIH

Custom Rates

TO: **Joe Kata** **TAM Enterprises, Inc.**

FROM: Imani Brimah

Date: 09/02/22

As per your request, EquipmentWatch has calculated the Custom Blue Book Rates for the following equipment. The outlined Custom Blue Book rate is as follows:

2016 Freightliner M2106; Acquisition Cost: $161,141.00							
Ownership Rates				Operating Rate	FHWA Rate	Standby Rate	Idling Rate
Monthly	Weekly	Daily	Hourly	Hourly	Hourly	Hourly	Hourly
$5,884.06	$1,647.54	$411.88	$61.78	$89.30	$122.73	$16.75	$96.74

EquipmentWatch™

The above rates are based on standard Blue Book methodology and calculations using an acquisition cost and survey data. No adjustment for age is necessary as the above rates are indexed to the acquisition cost.

The above rates used the following standards:

Location Adjustment: None
Time Period: Third Quarter 2022 (July 1st - September 30th, 2022)

If we can be of further assistance please don't hesitate to call us at 800-669-3282.

Sincerely,

Imani Brimah
Sales Engineer
EquipmentWatch

Unique ID: WrRgjRrsgg

Custom Rates

TO: **Joe Kata** **TAM Enterprises, Inc.**

FROM: Imani Brimah

Date: 10/14/22

As per your request, EquipmentWatch has calculated the Custom Blue Book Rates for the following equipment. The outlined Custom Blue Book rate is as follows:

2021 Freightliner 114SD; Acquisition Cost: $193,679.49							
Ownership Rates				Operating Rate	FHWA Rate	Standby Rate	Idling Rate
Monthly	Weekly	Daily	Hourly	Hourly	Hourly	Hourly	Hourly
$5,285.93	$1,480.06	$370.02	$55.50	$39.99	$70.03	$24.66	$57.41

EquipmentWatch™

The above rates are based on standard Blue Book methodology and calculations using an acquisition cost and survey data. No adjustment for age is necessary as the above rates are indexed to the acquisition cost.

The above rates used the following standards:

Location Adjustment: New York
Time Period: Third Quarter 2022 (July 1st - September 30th, 2022)

If we can be of further assistance please don't hesitate to call us at 800-669-3282.

Sincerely,

Imani Brimah
Sales Engineer
EquipmentWatch

Unique ID: XBBkt3xzBj

Custom Rates

TO: **Joe Kata** **TAM Enterprises, Inc.**

FROM: Imani Brimah

Date: 10/14/22

As per your request, EquipmentWatch has calculated the Custom Blue Book Rates for the following equipment. The outlined Custom Blue Book rate is as follows:

Vac-con VXPD7016LH/1175; Acquisition Cost: $608,988.00							
Ownership Rates				Operating Rate	FHWA Rate	Standby Rate	Idling Rate
Monthly	Weekly	Daily	Hourly	Hourly	Hourly	Hourly	Hourly
$53,851.61	$15,078.45	$3,769.61	$565.44	$255.68	$561.66	$152.68	$400.93

EquipmentWatch™

The above rates are based on standard Blue Book methodology and calculations using an acquisition cost and survey data. No adjustment for age is necessary as the above rates are indexed to the acquisition cost.

The above rates used the following standards:

Location Adjustment: New York
Time Period: Third Quarter 2022 (July 1st - September 30th, 2022)

If we can be of further assistance please don't hesitate to call us at 800-669-3282.

Sincerely,

Imani Brimah
Sales Engineer
EquipmentWatch

PROPOSAL REQUEST

Owner: City of Newburgh

Project Name: New Drain Outlet at Downing Park and Third Street Storm Sewer

Proposal Request No.: 9 Date: 3/18/2024

Contract Name and No.: General 11.21

Contractor: TAM Enterprises

Other Contracts Involved in Proposed Change: N/A

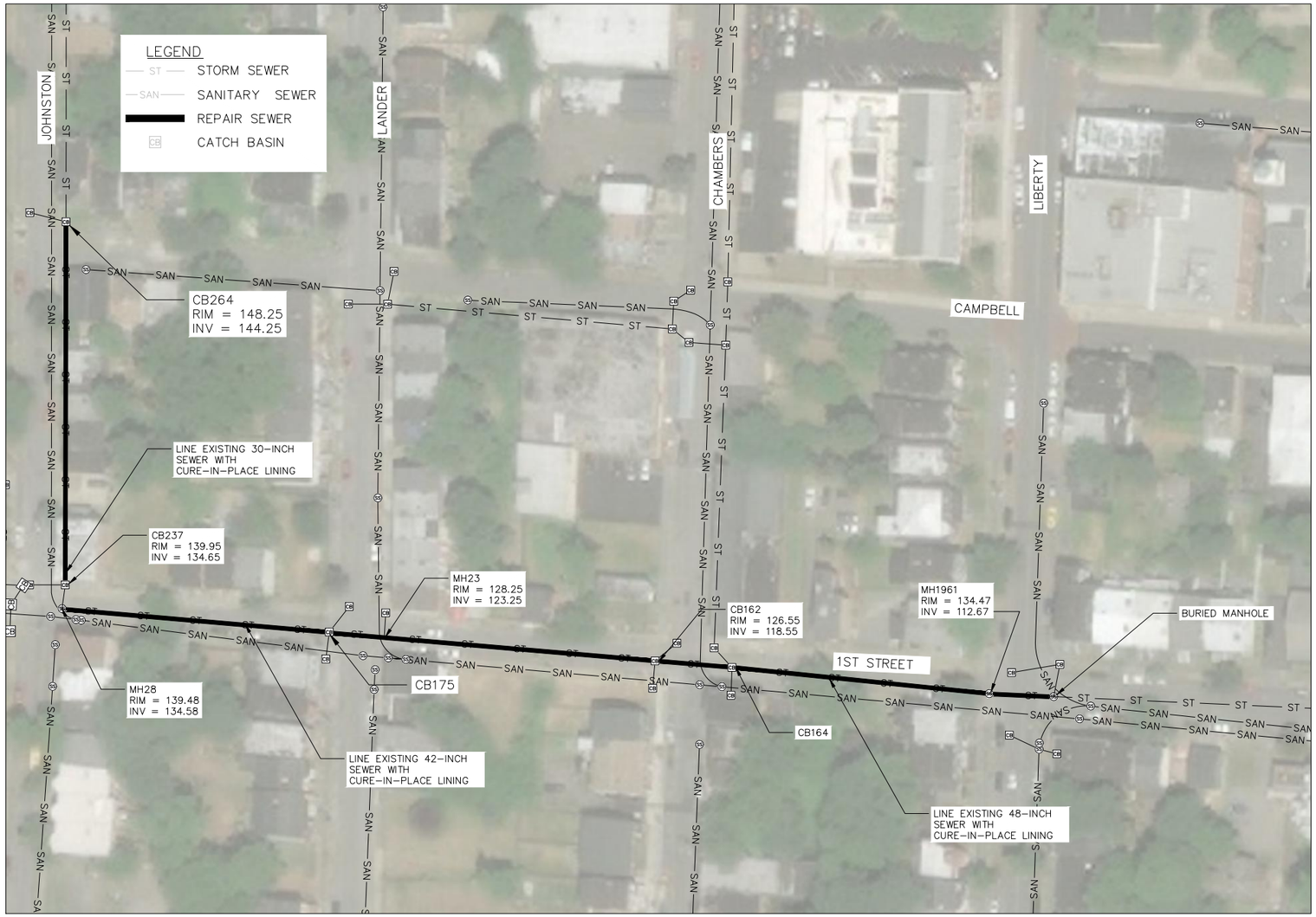
TO CONTRACTOR: Please submit a complete Change Proposal for the proposed modifications described below. If the associated Change Proposal is approved, a Change Order or allowance authorization will be issued to authorize adjustment so the scope of the Work. This Proposal Request is not a Change Order,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

SCOPE OF PROPOSED WORK:

1. Provide cured-in-place sewer lining as indicated on the attached drawings.
2. Provide and install New CB #1 and New CB #2 at the intersection of City Terrace and Third Street as indicated on the attached drawing.
3. Provide valve vault modifications as shown in the attached drawing. Modifications include relocating the pressure sensor and adding a stand pipe through the valve vault lid.

Proposal requested by: A.J. Brooks, PE

Signature of Requestor: 



NOTES:

1. CONTRACTOR SHALL FIELD VERIFY RIM AND INVERT ELEVATIONS.

01 REPAIRS OF DAMAGES IN EXISTING STORM SEWER SYSTEM

SCALE: 0 50' 100'

SCALE=1"=50'

SUMMARY OF REPAIRS TO EXISTING STORM SEWER

STARTING STRUCTURE	ENDING STRUCTURE	LENGTH (FT)	PIPE DIAMETER (IN)	PIPE MATERIAL	REPAIR NOTES	REPAIR LOCATION
CB264	CB237	270	30	**CMP**	CURED-IN-PLACE LINING	ENTIRE DISTANCE OF PIPE
MH28	CB175	200	42	CMP	CURED-IN-PLACE LINING	ENTIRE DISTANCE OF PIPE
CB175	MH23	40	42	CMP	CURED-IN-PLACE LINING	ENTIRE DISTANCE OF PIPE
MH23	CB162	200	42	CMP	CURED-IN-PLACE LINING	ENTIRE DISTANCE OF PIPE
CB162	CB164	55	48	CMP	CURED-IN-PLACE LINING	ENTIRE DISTANCE OF PIPE
CB164	MH1961	190	48	CMP	CURED-IN-PLACE LINING	ENTIRE DISTANCE OF PIPE
MH1961	BURIED MANHOLE	45	48	CMP	CURED-IN-PLACE LINING	ENTIRE DISTANCE OF PIPE

ARCADIS

LEGAL ENTITY:
ARCADIS OF NEW YORK, INC.

CONSULTANTS

SEALS

NEWBURGH, NY
CITY OF NEWBURGH

NEW DRAIN OUTLET AT DOWNING PARK AND THIRD STREET STORM SEWER

ARCADIS PROJ. NO. 30055884

NO.	DATE	ISSUED FOR	BY
1	9/07/21	ADDENDUM NO. 1	AJB
	8/18/21	FOR CONSTRUCTION	AJB
	12/30/20	REGULATORY REVIEW	AJB

COPYRIGHT: ARCADIS OF NEW YORK, INC. 2020

DATE: AUGUST 2021
PROJECT NO.: 30055884
FILE NAME: C-04
DESIGNED BY: E. CARLSON
DRAWN BY: H. BASAVA
CHECKED BY: R. OSTAPCZUK

SHEET TITLE

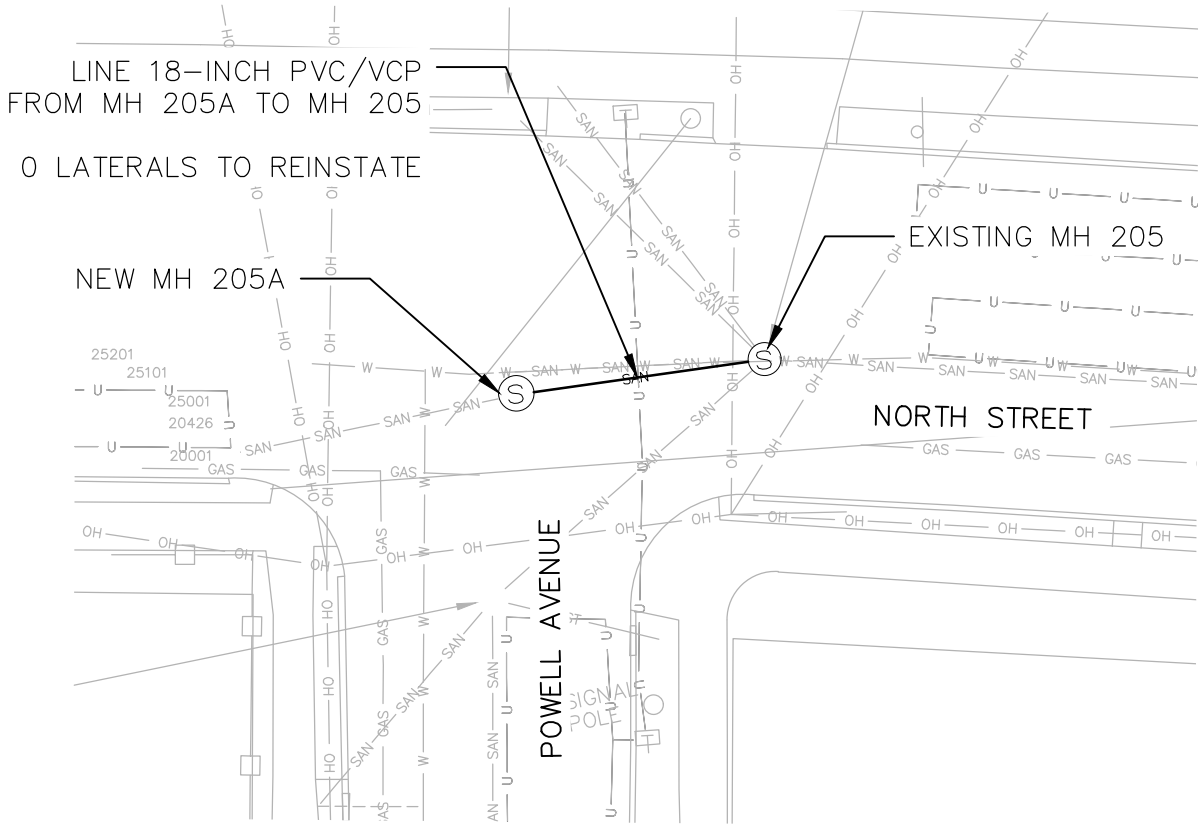
CIVIL

STORM SEWER REPAIR AND REHABILITATION

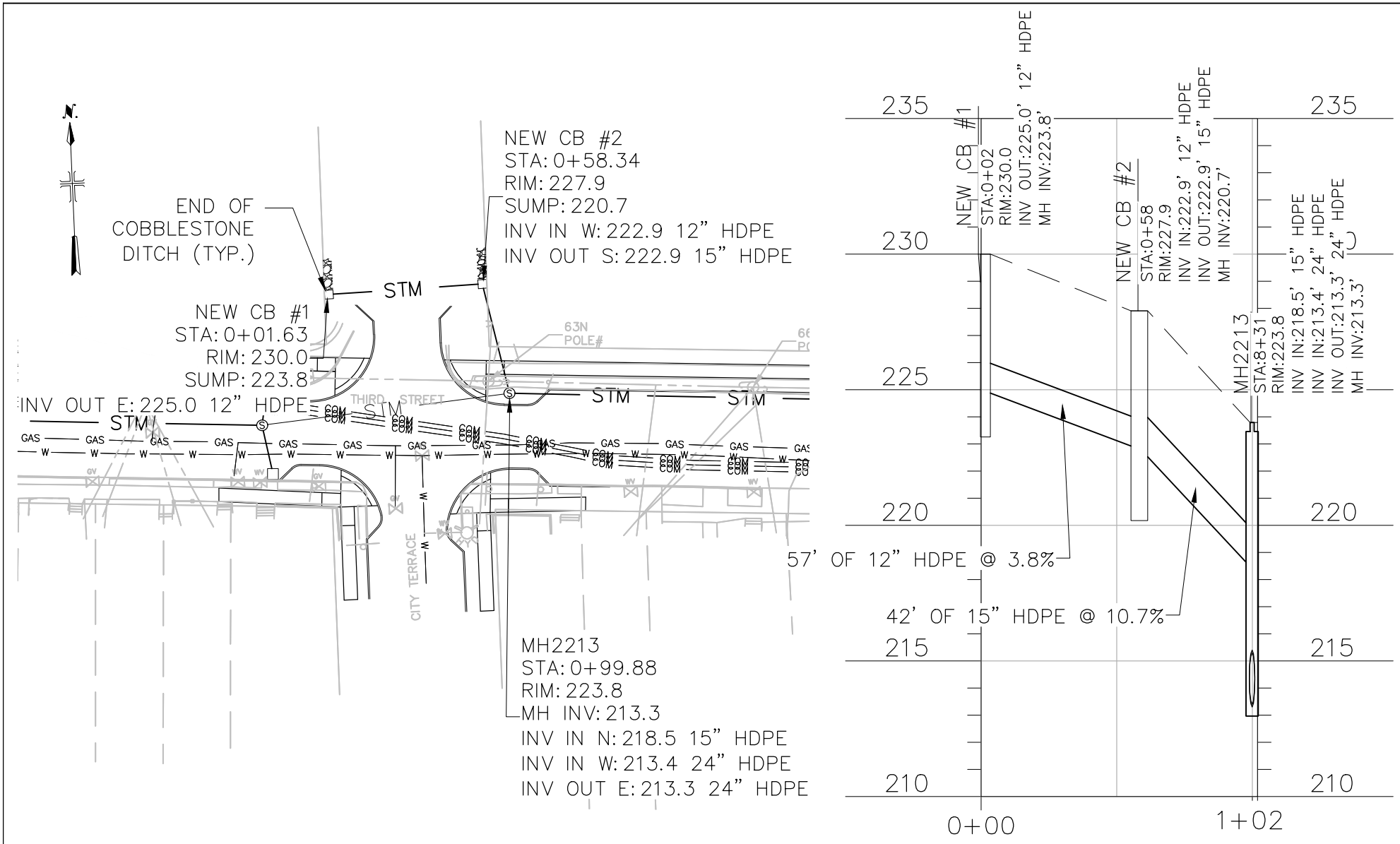
SCALE: AS SHOWN

SHEET N/A OF 24

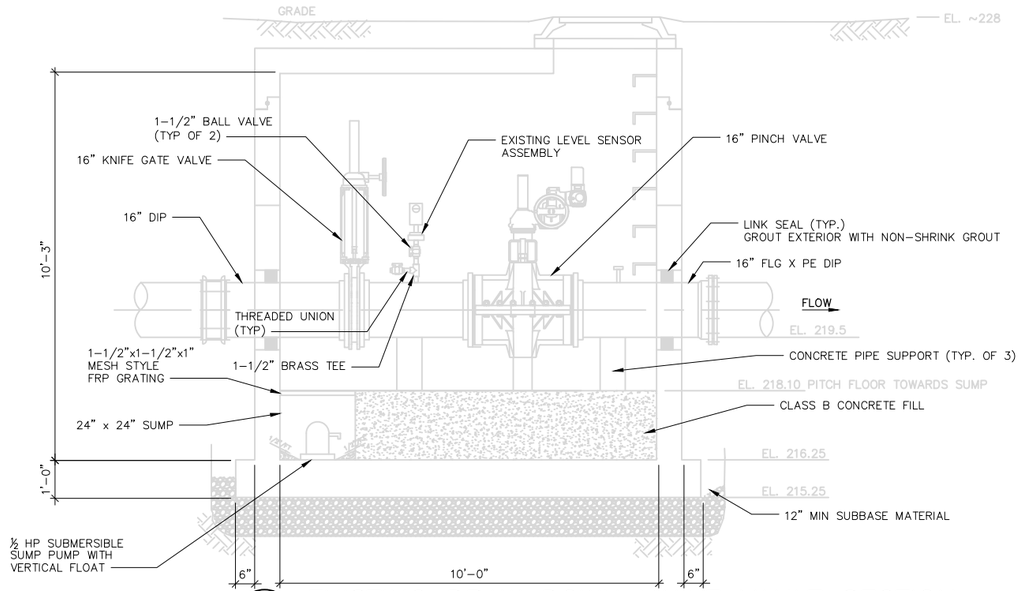
User:MCORDIALE Spec:AUS-NCSMOD File:C:\USERS\MCORDIALE\DOWNLOADS\C-04.DWG Scale:1:1 SavedDate:2/13/2024 Time:11:17 Plot Date: Cordiale, Miranda; 2/13/2024; 11:18 ; Layout:C-04



ARCADIS	CITY OF NEWBURGH NORTH / WATER STREET SEWER SEPARATION	COMBINED SEWER LINING MH 205A TO MH 205 SCALE: 1" = 20'	MAR. 2024 FIG. 1



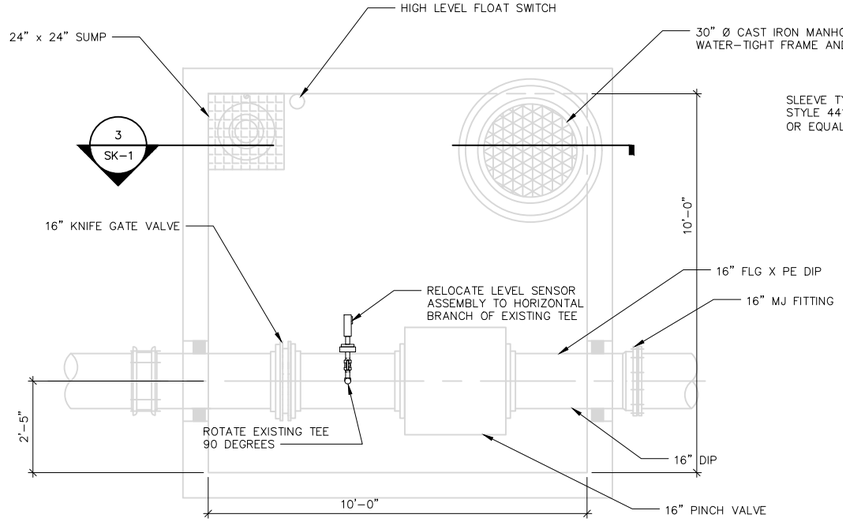
ARCADIS	CITY OF NEWBURGH DOWNING PARK	INSTALLATION OF CATCH BASINS ON 3RD STREET AND CITY TERRACE SCALE: 1" = 50'	MAR. 2024 FIG. 1



01 SK–1 EXISTING DRAW DOWN VALVE VAULT SECTION

0 1' 2' 4'

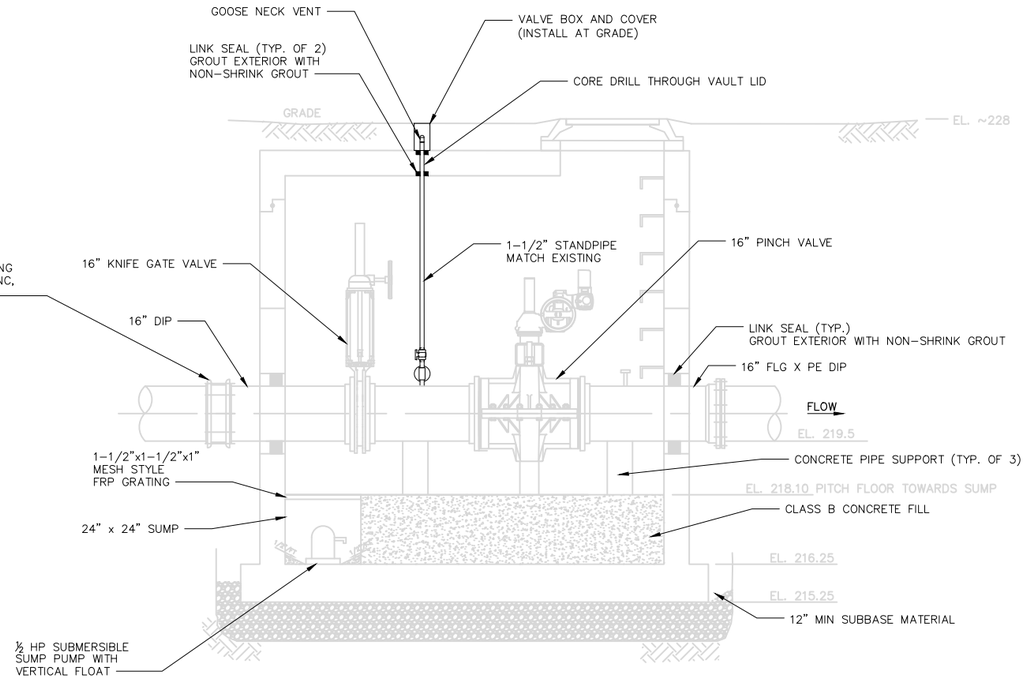
SCALE: 1/2"=1'



02 SK–1 DRAW DOWN VALVE VAULT PLAN

0 1' 2' 4'

SCALE: 1/2"=1'



03 SK–1 DRAW DOWN VALVE VAULT SECTION

0 1' 2' 4'

SCALE: 1/2"=1'

ARCADIS

LEGAL ENTITY:
ARCADIS OF NEW YORK, INC.

CONSULTANTS

NEWBURGH, NY
CITY OF NEWBURGH

NEW DRAIN OUTLET AT
DOWNING PARK AND
THIRD STREET
STORM SEWER

ARCADIS PROJ. NO. 30055884

COPYRIGHT: ARCADIS OF NEW YORK, INC. 2024

DATE:	JANUARY 2024
PROJECT NO.:	30055884
FILE NAME:	SK–1 RFP
DESIGNED BY:	J.HINTERBERGER
DRAWN BY:	J.HINTERBERGER
CHECKED BY:	A. BROOKS

SHEET TITLE

DRAW DOWN VALVE
VAULT STANDPIPE

SCALE:
AS SHOWN

SK–1

User: ABROOKS Spec: AUS–NCSMOD File: C:\USERS\MCORDIALE\DOWNLOADS\SK–1 RFP.DWG Scale: 1:1 SavedDate: 3/18/2024 Time: 12:51 Plot Date: Cordiale, Miranda; 3/18/2024; 12:58 ; Layout: RFP

RESOLUTION NO.: 110 - 2024

OF

MAY 28, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT AMENDMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT ENGINEERING SERVICES WITH ARCADIS OF NEW YORK INC. FOR THE DOWNING POND DRAIN OUTLET AND THIRD STREET STORM SEWER PROJECT IN AN AMOUNT NOT TO EXCEED $55,000.00

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

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

WHEREAS, by Resolution No. 189-2019 of August 12, 2019, the City Council authorized a professional engineering services agreement with Arcadis of New York, Inc. ("Arcadis") to complete the planning and preliminary engineering for projects included as part of Phase II, III, and IV of the LTCP in an amount not to exceed $880,000.00; and

WHEREAS, by Resolution No. 113-2020 of May 28, 2020, City Council authorized a professional engineering services agreement with Arcadis to complete the designs and bid documents for the Downing Park Drain Outlet and Third Street Storm Sewer Project (the "Project") included as part of Phase II of the LTCP in an amount not to exceed $542,500.00; and

WHEREAS, by Resolution No. 219-2021 of September 27, 2021, the City Council authorized a professional construction management engineering services agreement for the Project with Arcadis in an amount not to exceed $222,000.00; and

WHEREAS, by Resolution No. 238-2022 of September 26, 2022, the City Council authorized a professional construction management engineering services agreement amendment for the Project with Arcadis in an amount not to exceed $138,000.00; and

WHEREAS, Arcadis has submitted a letter proposal for additional professional construction management engineering services for the Project; and

WHEREAS, funding for the cost of the services an amount not to exceed $55,000.00 shall be derived from an existing grant and loan from the New York State Environmental Facilities Corporation under project CWSRF#C3-7332-11-00; and

WHEREAS, this Council determines that accepting the proposal and executing a contract with Arcadis of New York, Inc. in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept the letter proposal and execute a professional construction management engineering services agreement amendment with Arcadis of New York, Inc. for the construction of the Downing Park Drain Outlet and Third Street Storm Sewer Project included as part of Phase II of the Long Term Control Plan for the City's Combined Sewer Collection System, with other provisions as Corporation Counsel may require, in an amount not to exceed $55,000.00.

Jason Morris, PE
Commissioner of Public Works & City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

Arcadis of New York, Inc.
201 Fuller Road
Suite 201
Albany, NY 12203
United States
Phone: 518 250 7300
www.arcadis.com

Date: May 10, 2024
Our Ref: 30129146
Subject: New Drain Outlet at Downing Park and Third Street Storm Sewer
Amendment to Construction Phase Services

Dear Mr. Morris,

As requested by the City of Newburgh, Arcadis has prepared this amendment for additional services for the construction phase of the New Drain Outlet at Downing Park and Third Street Storm Sewer project. Upon completion of construction in 2023, the City noted that additional catch basins at the intersection on the north side of the intersection of Third Street and City Terrace to capture runoff from Downing Park would improve localized street flooding. Additionally, confirmation close circuit television inspection (CCTV) of the existing corrugated metal storm sewer that the project area discharges storm water to, was noted to be collapsing and missing portions of the bottom of the corrugated metal pipe due to corrosion. The sewer was last inspected by CCTV in November 2019, which elevated the concern at which it was deteriorating. Since additional stormwater is being directed through this storm sewer, it was recommended to add a cured-in-place structural liner for approximately 1,600 linear feet. As the corrugated metal pipe continues to deteriorate, the cured-in-place structural liner will take its place preventing costly sewer collapses in the future that could disrupt vehicular and pedestrian traffic or jeopardize other buried utilities such as natural gas, electric and drinking water.

Additional Scope of Services

Arcadis will design additional catch basins to intercepted runoff from Downing Park prior to it reaching the City Terrance and Third Street intersection. Arcadis will prepare a request for change order proposal and review the change order proposal from the Contractor and make a recommendation to the City. Arcadis will review submittals and provide construction oversight to verify the construction meets project requirements.

Arcadis will prepare a request for change order proposal that will include cured-in-place structural liner and maintenance and protection of traffic requirements. Arcadis will review the change order proposal from the Contractor and make a recommendation to the City. Arcadis will review submittals and provide construction oversight to verify the construction meets project requirements.

Additional Scope Compensation

Arcadis proposes to complete the additional services on a not to exceed time and material basis for a total budget of $55,000 to be added to Task 12 – Construction Observation based on the new rates attached, effective April 1, 2024.

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.

Jason Morris, PE
City of Newburgh
May 10, 2024

Arcadis looks forward to continuing to support the City on this Project. If you have any questions, please do not hesitate to contact me at (518) 250-7300. We again thank the City for this opportunity.

Sincerely,
Arcadis of New York, Inc.



Robert Ostapczuk, PE
Vice President

Email: robert.ostpaczuk@arcadis.com
Direct Line: 518.250.7305
Mobile: 518.810.6872

CC. A. Brooks – Arcadis

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

SUMMARY OF STANDARD CHARGES

All rates presented apply to services rendered for Professional Engineering Services during calendar year 2024 and are subject to adjustment on January 1 of each subsequent year.

In addition to these fees, clients will also be responsible for any sales or value-added taxes that may apply to engineering services performed.

No additional fees will be charged without prior written consent.

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

Rate Schedule	
Grade 1 – Technician/Administrator I	$65
Grade 2 – Technician/Administrator II	$80
Grade 3 – Technician/Administrator III	$95
Grade 4 – Technician/Administrator IV	$100
Grade 5 – Professional	$125
Grade 6 – Professional II	$135
Grade 7 – Staff Professional	$150
Grade 8 – Project Professional	$165
Grade 9 – Senior Professional	$190
Grade 10 – Principal	$220
Grade 11 – Associate VP or VP	$255
Grade 12 – VP or Senior VP	$285

Other Direct Costs: All expenses incurred for a project, except in-house services specified below, from outside vendors will be invoiced at cost plus 10%. These items may include but are not limited to: shipping charges; printing; supplies; equipment; traveling expenses; special insurance; licenses; or permits.

Subcontractors: All subcontractor expenses incurred for a project will be invoiced at cost plus 10%

In-house services consist of:

- Transportation - In accordance with current federal mileage reimbursement rate.
- Laboratory – unit prices for sample testing, handling, and storage are available for individual assignments.
- Equipment – a schedule of usage rates for specialty equipment is available for field assignments.

Payment: All invoices are due and payable within 30 days of billing date. Any attorney's fees, court costs, or other related expenses incurred in collecting delinquent accounts shall be paid by the client. Delinquent bills are subject to finance charges of 1.5% per month.

Confidential Proprietary Information *Do Not Copy or Release*

EXTRACT OF MINUTES

Meeting of the City Council of the

City of Newburgh, in the

County of Orange, New York

May 28, 2024

* * *

A regular meeting of the City Council of the City of Newburgh, in the County of Orange, New York, was held at the City Hall, Newburgh, New York, on May 28, 2024, at 7:00 o'clock P.M. (Prevailing Time).

There were present: Hon. Torrance Harvey, Mayor; and

Councilpersons:

There were absent:

Also present: Lorene Vitek, City Clerk

* * *

_____ offered the following resolution and moved its adoption:

RESOLUTION NO. 111 - 2024

OF

MAY 28, 2024

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED MAY 28, 2024, AMENDING THE BOND RESOLUTION ADOPTED AUGUST 8, 2022 RELATING TO THE CITY'S LONG TERM CONTROL PLAN PHASE IV FLOATABLES CONTROL AND DISINFECTION FACILITY PROJECT IN THE CITY

Recitals

WHEREAS, the City of Newburgh is subject to an Order on Consent with the New York State Department of Environmental Conservation to resolve violations at the Wastewater Treatment Plant and for the development of the CSO Long Term Control Plan ("LTCP");

WHEREAS, pursuant to a Modification Order on Consent approving a Schedule of Compliance for Phases I through V of the LTCP, the City is undertaking Phases III and IV of the LTCP consisting of the North Interceptor Improvements Project, as described in the "Preliminary Engineering Report Addendum" prepared by Arcadis of New York, Inc. dated May, 2021 and on file in the office of the City Clerk (the "Phase III Project") and the Floatables Control and Disinfection Facility Engineering Report prepared by Arcadis of New York, Inc. dated May 2021, revised July 23, 2021 and June 15, 2022, and on file in the office of the City Clerk (the "Phase IV Project" and collectively referred to hereinafter as the "Phase III and Phase IV Projects");

WHEREAS, by resolution No. 189-2021 adopted on August 9, 2021, the City Council determined that the Phase III and Phase IV Projects constitute "Type II" actions pursuant to the provisions of the New York State Environmental Quality Review Act and the

regulations promulgated thereunder and contained within 6 NYCRR Part 617 (collectively, "SEQRA") and that no further review for SEQRA purposes is required;

WHEREAS, on November 8, 2021, the City Council of the City adopted a bond resolution authorizing the issuance of bonds in the aggregate principal amount of $32,310,000 to finance the costs of the Phase III and Phase IV Projects;

WHEREAS, by resolution No. 163-2022 adopted on July 11, 2022, the City Council amended said bond resolution adopted on November 8, 2021 to (i) authorize bonds in the principal amount of $31,394,650 for the Phase III Project, an increase from the $15,600,000 bonds previously authorized for said Phase III Project, and (ii) eliminate the $16,700,000 bonds authorized for the Phase IV Project;

WHEREAS, the planning and design costs of the Phase IV Project have been and will continue to be paid from another bond authorization and funds made available to the City pursuant to the American Rescue Plan Act of 2021;

WHEREAS, the City heretofore determined that the cost of the Phase IV Project was estimated to be $35,531,976 and the City Council adopted a bond resolution on August 8, 2022 authorizing the issuance of bonds in the amount of not to exceed $35,531,976 for the Phase IV Project, an increase from the $16,700,000 bonds previously authorized for said Phase IV Project;

WHEREAS, due to an increase in the cost of the Phase IV Project, the City Council must now increase the appropriation for such project from $35,531,976 to $44,890,000 and amend the bond resolution adopted August 8, 2022, to increase the not to exceed amount of bonds authorized for the Phase IV Project from $35,531,976 to $44,890,000;

WHEREAS, the City has been awarded and expects to receive grants and/or other funds totaling [$26,648,994] from the United States of America, the State of New York and/or other sources to pay a like portion of the estimated cost of the Phase IV Project.

Now, therefore, be it

RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEWBURGH, IN ORANGE COUNTY, NEW YORK (by the favorable vote of not less than two-thirds of all members of said City Council) AS FOLLOWS:

Section A. The bond resolution of said City duly adopted by the City Council of the City on August 8, 2022, entitled:

> "BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED AUGUST 8, 2022, AUTHORIZING FINANCING FOR THE LONG TERM CONTROL PLAN PHASE IV FLOATABLES CONTROL AND DISINFECTION FACILITY PROJECT IN THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS $35,531,976, APPROPRIATING SAID AMOUNT THEREFOR AND AUTHORIZING THE ISSUANCE OF $35,531,976 BONDS TO FINANCE OF SAID APPROPRIATION AND THE APPLICATION OF ANY GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE CITY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS,"

is hereby amended to read as follows:

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED AUGUST 8, 2022 AND AMENDED MAY 28, 2024, AUTHORIZING FINANCING FOR THE LONG TERM CONTROL PLAN PHASE IV FLOATABLES CONTROL AND DISINFECTION FACILITY PROJECT IN THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS $44,890,000, APPROPRIATING SAID AMOUNT THEREFOR AND AUTHORIZING THE ISSUANCE OF $44,890,000 BONDS TO FINANCE OF SAID APPROPRIATION AND THE APPLICATION OF ANY GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE CITY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS

Recitals

WHEREAS, the City of Newburgh is subject to an Order on Consent with the New York State Department of Environmental Conservation to resolve violations at the Wastewater Treatment Plant and for the development of the CSO Long Term Control Plan ("LTCP");

WHEREAS, pursuant to a Modification Order on Consent approving a Schedule of Compliance for Phases I through V of the LTCP, the City is undertaking Phases III and IV of the LTCP consisting of the North Interceptor Improvements Project, as described in the "Preliminary Engineering Report Addendum" prepared by Arcadis of New York, Inc. dated May, 2021 and on file in the office of the City Clerk (the "Phase III Project") and the Floatables Control and Disinfection Facility Engineering Report prepared by Arcadis of New York, Inc. dated May 2021, revised July 23, 2021 and June 15, 2022, and on file in the office of the City Clerk (the "Phase IV Project" and collectively referred to hereinafter as the "Phase III and Phase IV Projects");

WHEREAS, by resolution No. 189-2021 adopted on August 9, 2021, the City Council determined that the Phase III and Phase IV Projects constitute "Type II" actions pursuant to the provisions of the New York State Environmental Quality Review Act and the regulations promulgated thereunder and contained within 6 NYCRR Part 617 (collectively, "SEQRA") and that no further review for SEQRA purposes is required;

WHEREAS, on November 8, 2021, the City Council of the City adopted a bond resolution authorizing the issuance of bonds in the aggregate principal amount of $32,310,000 to finance the costs of the Phase III and Phase IV Projects;

WHEREAS, by resolution No. 163-2022 adopted on July 11, 2022, the City Council amended said bond resolution adopted on November 8, 2021 to (i) authorize bonds in the principal amount of $31,394,650 for the Phase III Project, an increase from the $15,600,000 bonds previously authorized for said Phase III Project, and (ii) eliminate the $16,700,000 bonds authorized for the Phase IV Project;

WHEREAS, the planning and design costs of the Phase IV Project have been and will continue to be paid from another bond authorization and funds made available to the City pursuant to the American Rescue Plan Act of 2021;

WHEREAS, the City heretofore determined that the cost of the Phase IV Project was estimated to be $35,531,976 and the City Council adopted a bond resolution on August 8, 2022 authorizing the issuance of bonds in the amount of not to exceed $35,531,976 for the Phase IV Project, an increase from the $16,700,000 bonds previously authorized for said Phase IV Project;

WHEREAS, due to an increase in the cost of the Phase IV Project, the City Council must increase the appropriation for such project from $35,531,976 to $44,890,000 and

amend the bond resolution adopted August 8, 2022, to increase the not to exceed amount of bonds authorized for the Phase IV Project from $35,531,976 to $44,890,000;

WHEREAS, the City has been awarded and expects to receive grants and/or other funds totaling [$26,648,994] from the United States of America, the State of New York and/or other sources to pay a like portion of the estimated cost of the Phase IV Project.

NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF NEWBURGH, IN THE COUNTY OF ORANGE, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said City Council) AS FOLLOWS:

Section 1. The City of Newburgh, in the County of Orange, New York (herein called the "City"), is hereby authorized to finance the cost of the Phase IV Project (as defined in the recitals hereof). The estimated maximum cost of said Phase IV Project, including preliminary costs and costs incidental thereto and to the financing thereof, is $44,890,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the principal amount of $44,890,000 bonds of the City and any bond anticipation notes issued in anticipation of the sale of such bonds to finance said appropriation, the levy and collection of taxes on all the taxable real property in the City to pay the principal of and interest on said bonds and notes, and application of any grant monies received or expected to be received by the City from the United States of America, the State of New York, including the Environmental Facilities Corporation ("EFC") or from any other source to be expended towards the cost of the Phase IV Project thereof or redemption of the bonds or notes issued therefor or to be budgeted as an offset to the taxes to be levied and collected for the payment of such principal and interest.

Section 2. Bonds of the City in the principal amount of $44,890,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law"), to finance said appropriation.

Section 3. The period of probable usefulness of the specific object or purpose for which said not to exceed $44,890,000 bonds herein authorized are to be issued, within the limitations of Section 11.00 a. 4 of the Law, is forty (40) years.

Section 4. The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the City for expenditures made after the effective date of this resolution for the purpose or purposes for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the City, payable as to both principal and interest by general tax upon all the taxable real property within the City. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the City Council relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Director of Finance, the chief fiscal officer of the City. Further, in connection with bonds and bond anticipation notes issued under the authority of Section 2 hereof, the power to contract with and sell bonds and bond anticipation notes to EFC pursuant to Section 169.00 of the Law and to approve the terms, form and content of such bonds and bond anticipation notes, consistent with the provisions of the Law, is hereby delegated to the Director of Finance. The Director of Finance is hereby further authorized to execute, on behalf of the City, a project financing and loan agreement, and any other agreements with EFC, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose described in Section 1 hereof, or a portion thereof, by a serial bond, and, or a bond anticipation note issue in the event of the sale of same to EFC.

Section 7. Pursuant to the provisions of section 16 of Chapter 223 of the New York Laws of 2010, the City is authorized to include in this resolution the following pledge and agreement of the State of New York (herein called the "State") contained in said Section 16:

"The state does hereby pledge to and agree with the holders of any bonds, notes or other obligations issued by the city during the effective period of this act and secured by such a pledge that the state will not limit, alter or impair the rights hereby vested in the city to fulfill the terms of any agreements made with such holders pursuant to this act, or in any way impair the rights and remedies of such holders or the security for such bonds, notes or other obligations until such bonds, notes or other obligations together with the interest thereon and all costs and expenses in connection with any action or proceeding by or on behalf of such holders, are fully paid and discharged."

Section 8. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution or a summary hereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Section 10. This Bond Resolution shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in *"The Sentinel," "The Mid Hudson Times,"* and *"The Hudson Valley Press,"* three newspapers each having a general circulation in the City and hereby designated the official newspapers of said City for such publication.

Section B. The amendment of the bond resolution set forth in Section A of this resolution, shall in no way affect the validity of the liabilities incurred, obligations issued, or action taken pursuant to said bond resolution, and all such liabilities incurred, obligations issued, or action taken shall be deemed to have been incurred, issued or taken pursuant to said bond resolution, as so amended.

The resolution was declared adopted.

The adoption of the foregoing resolution was seconded by _____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

****

CERTIFICATE

I, LORENE VITEK, City Clerk of the City of Newburgh, in the County of Orange, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the City Council of said City of Newburgh duly called and held on May 28, 2024, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said City Council and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Newburgh this _____ day of May, 2024.

(SEAL)

_____
City Clerk

(THE FOLLOWING NOTICE IS TO BE ATTACHED TO AND
TO BE PUBLISHED
WITH SUMMARY OF RESOLUTION AFTER ADOPTION)

NOTICE

The bond resolution, a summary of which is published herewith, has been adopted on August 8, 2022 and amended on May 28, 2024, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the CITY OF NEWBURGH, in the County of Orange, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

LORENE VITEK
City Clerk

RESOLUTION NO. _____ OF 2024

AMENDING BOND RESOLUTION DATED MAY 28, 2024

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED AUGUST 8, 2022 AND AMENDED MAY 28, 2024, AUTHORIZING FINANCING FOR THE LONG TERM CONTROL PLAN PHASE IV FLOATABLES CONTROL AND DISINFECTION FACILITY PROJECT IN THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS $44,890,000, APPROPRIATING SAID AMOUNT THEREFOR AND AUTHORIZING THE ISSUANCE OF $44,890,000 BONDS TO FINANCE OF SAID APPROPRIATION AND THE APPLICATION OF ANY GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE CITY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS

object or purpose: to finance the cost of Phase IV of the Long Term Control Plan consisting of the Floatables Control and Disinfection Facility Engineering Report prepared by Arcadis of New York, Inc. dated May 2021, revised July 23, 2021 and June 15, 2022, and on file in the office of the City Clerk, at the total estimated maximum cost of $44,890,000

period of probable usefulness: forty (40) years

amount of obligations to be issued: $44,890,000

A complete copy of the Bond Resolution summarized above and such engineering reports shall be available for public inspection during normal business hours at the office of the City Clerk, in Newburgh, New York.

Dated: May 28, 2024
Newburgh, New York

RESOLUTION NO. 185 OF 2022

BOND RESOLUTION DATED AUGUST 8, 2022

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED AUGUST 8, 2022, AUTHORIZING FINANCING FOR THE LONG TERM CONTROL PLAN PHASE IV FLOATABLES CONTROL AND DISINFECTION FACILITY PROJECT IN THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS $35,531,976, APPROPRIATING SAID AMOUNT THEREFOR AND AUTHORIZING THE ISSUANCE OF $35,531,976 BONDS TO FINANCE OF SAID APPROPRIATION AND THE APPLICATION OF ANY GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE CITY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS

object or purpose: to finance the cost of Phase IV of the Long Term Control Plan consisting of the Floatables Control and Disinfection Facility Engineering Report prepared by Arcadis of New York, Inc. dated May 2021, revised July 23, 2021 and on file in the office of the City Clerk, at the total estimated maximum cost of $35,531,976

period of probable usefulness: forty (40) years

amount of obligations to be issued: $35,531,976

A complete copy of the Bond Resolution summarized above and such engineering reports shall be available for public inspection during normal business hours at the office of the City Clerk, in Newburgh, New York.

Dated: August 8, 2022
Newburgh, New York

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 8/8/22 and that it is a true and correct copy of such original.
Witness my hand and seal of the City of Newburgh this 9th day of Aug. 2022

Katrina Cotten
Deputy City Clerk

RESOLUTION NO.: 112 - 2024

OF

MAY 28, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND ENTER INTO AN AGREEMENT AMENDMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH ARCADIS OF NEW YORK INC. FOR THE NORTH WATER STREET SEWER SEPARATION PROJECT IN AN AMOUNT NOT TO EXCEED $248,000.00

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

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

WHEREAS, by Resolution No. 189-2019 of August 12, 2019, the City Council approved a professional engineering services agreement with Arcadis of New York, Inc. to complete the planning and preliminary engineering for projects included as part of Phase II, III, and IV of the LTCP in an amount not to exceed $880,000.00; and

WHEREAS, by Resolution No. 296-2020 of December 14, 2020, the City Council approved a contract for additional professional engineering services with Arcadis of New York, Inc. to complete the design and bid documents for the Separation of Combined Sewers on Water Street from Carpenter Avenue to Montgomery Street Project (the "Project") included as part of Phase II of the CSO LTCP in an amount not to exceed $295,000.00; and

WHEREAS, by Resolution No. 165-2022 of July 11, 2022, the City Council approved a contract for additional professional engineering services agreement with Arcadis of New York, Inc. for construction management and inspection services for the Project in an amount not to exceed $380,000.00; and

WHEREAS, Arcadis of New York, Inc. has submitted a letter proposal for a construction management and inspection professional engineering services contract amendment for the Project with funding for the cost of the services an amount not to exceed $248,000.00 to be derived from an existing grant and loan from the New York State Environmental Facilities Corporation under project CWSRF#C3-7332-11-00; and

WHEREAS, this Council determines that accepting the proposal and executing a contract amendment with Arcadis of New York, Inc. in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept the letter proposal and execute a professional engineering services agreement amendment with Arcadis of New York, Inc. for construction management and inspection services in the Separation of Combined Sewers on Water Street from Carpenter Avenue to Montgomery Street Project included as part of Phase II of the CSO LTCP in an amount not to exceed $248,000.00; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the Environmental Facilities Corporation Certification for Architectural/Engineering Services Procurement for Federally Funded Projects under project CWSRF#C3-7332-11-00.

Jason Morris, PE
Commissioner of Public Works & City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

Arcadis of New York, Inc.
201 Fuller Road
Suite 201
Albany
NY 12203 12203
Phone: 518 250 7300
www.arcadis.com

Date: May 8, 2024
Our Ref: 30142406
Subject: North Water Street Sewer Separation Project
Amendment to Construction Phase Services

Dear Mr. Morris,

As requested, this correspondence provides the City of Newburgh with the documentation pertaining additional services provided for the North Water Street Sewer Separation Project.

The agreement between the City of Newburgh and Metra Industries required the Project to be complete within 330 days from the notice to proceed to Metra Industries, dated May 6,2022, which resulted in substantial completion date of Dec 31, 2022, for construction. However, Metra Industries did not finish construction of the new storm sewers or rehabilitation of the sanitary sewer until December 2023 and still needs to complete paving and site restoration that is currently underway. It is expected that Metra Industries will be done with construction by end of July 2024. The delays associated with the construction of the Project can attributed to the following reasons:

- The New York State Department of Transportation (DOT) changed the project requirements to which delayed Metra Industries from receiving a permit to work within the DOT Right of Way (ROW) along North Street. The majority of the time was spent negotiating requirements of the intersection of North Water Street and Liberty Street, which occurred after multiple meetings between the City, DOT and Newburgh during the design of the Project. DOT was requesting a traffic study, which would have delayed the Project even more, but between the joint efforts of the City and Arcadis this was eliminated.
- Central Hudson Gas and Electric (CHG&E), in an effort to reduce contractor risk, relocated their gas line that was in close proximity to the new storm sewer. This relocation work occurred during the same time period as the construction work that Metra Industries was performing on North Street. This required additional coordination between the City, Metra Industries, and CHG&E. Arcadis assisted the City by coordinating the work to reduce overall impact to all contractors working in the DOT ROW, this included daily meetings with all parties to coordinate construction activities.
- The DOT also had a project to replace curbs, sidewalks, and ADA ramps in the same corridor of North Street that the City's Project occupied. DOT's project began after the City's project and required additional coordination to keep the City's Project, CHG&E and DOT's projects.
- Metra Industries did not mobilize and begin construction activities until August 2022, some three months after notice to proceed was issued. Metra Industries also did not file for their DOT work permit in a timely manner, resulting in the project not progressing as per the sequence indicated in the

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Contract Documents. This required additional coordination and review by Arcadis to ensure that this did not adversely affect the City. It also caused the work to take longer for Metra Industries to construction in this manner.

The agreement between the City of Newburgh and Arcadis, dated Dec 29, 2020, included a total of 1,600 hours of construction observation for construction phase services. To date, Arcadis has expended over 2,200 hours of construction observation.

Arcadis has also assisted the City of Newburgh in coordinating with the New York State Department of Transportation (NYS DOT) in getting their approval for this project. This included addressing additional comments that the NYS DOT provided after the project was awarded so that Metra Industries could get their NYS DOT permit to complete the work. Since the project has extended longer than what was expected, additional costs have also been incurred for Construction Administration and addressing field resolutions.

Arcadis is seeking reimbursement for the costs associated with the extra full-time construction observation that has occurred through the end of December 2023. Construction is now completed to the point where full-time construction observation is not required. Arcadis will provide an additional 320 hours of part time construction observation from January 2024 through the end of the project.

Arcadis proposes to complete the additional services on a not to exceed time and material basis for a total budget of $248,000 based on the new rates attached, effective April 1, 2024. A breakdown of the budget by task is provided in Table 1.

Table 1 - Budget Breakdown

Task	Original Compensation	Additional Compensation	Revised Compensation
Task 10 – Construction Administration	$61,000	$60,700	$121,700
Task 11 – Field Resolutions	$30,000	$30,000	$60,000
Task 12 – Construction Progress Meetings	$31,000	$8,500	$39,500
Task 13 – Site Visits	$25,000	$20,000	$45,000
Task 14 – Construction Inspection	$220,000	$128,800	$400,800
Task 15 – Construction Closeout	$13,000	$0	$13,000
Total Not to Exceed Fee:	**$380,000**	**$248,000**	**$628,000**

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.

Mr. Jason Morris, PE
City of Newburgh
May 8, 2024

Arcadis looks forward to continuing to support the City on this project. If you have any questions, please do not hesitate to contact me at (518) 250-7300. We again thank the City for this opportunity.

Sincerely,
Arcadis of New York, Inc.



Robert Ostapczuk, PE
Vice President

Email: robert.ostpaczuk@arcadis.com
Direct Line: 518.250.7305
Mobile: 518.810.6872

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

SUMMARY OF STANDARD CHARGES

All rates presented apply to services rendered for Professional Engineering Services during calendar year 2024 and are subject to adjustment on January 1 of each subsequent year.

In addition to these fees, clients will also be responsible for any sales or value-added taxes that may apply to engineering services performed.

No additional fees will be charged without prior written consent.

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

Rate Schedule	
Grade 1 – Technician/Administrator I	$65
Grade 2 – Technician/Administrator II	$80
Grade 3 – Technician/Administrator III	$95
Grade 4 – Technician/Administrator IV	$100
Grade 5 – Professional	$125
Grade 6 – Professional II	$135
Grade 7 – Staff Professional	$150
Grade 8 – Project Professional	$165
Grade 9 – Senior Professional	$190
Grade 10 – Principal	$220
Grade 11 – Associate VP or VP	$255
Grade 12 – VP or Senior VP	$285

Other Direct Costs: All expenses incurred for a project, except in-house services specified below, from outside vendors will be invoiced at cost plus 10%. These items may include but are not limited to: shipping charges; printing; supplies; equipment; traveling expenses; special insurance; licenses; or permits.

Subcontractors: All subcontractor expenses incurred for a project will be invoiced at cost plus 10%

In-house services consist of:

- Transportation - In accordance with current federal mileage reimbursement rate.
- Laboratory – unit prices for sample testing, handling, and storage are available for individual assignments.
- Equipment – a schedule of usage rates for specialty equipment is available for field assignments.

Payment: All invoices are due and payable within 30 days of billing date. Any attorney's fees, court costs, or other related expenses incurred in collecting delinquent accounts shall be paid by the client. Delinquent bills are subject to finance charges of 1.5% per month.

Confidential Proprietary Information *Do Not Copy or Release*

RESOLUTION NO.: 113 - 2024

OF

MAY 28, 2024

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 4G TO THE CONSTRUCTION CONTRACT WITH METRA INDUSTRIES 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. 4G increasing the contract price by $111,789.74 for additional ADA ramps, curbing, pavement striping and sidewalk installation work; 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. 4G with Metra Industries increasing the total contract amount by $111,789.74 in the North Water Street Sewer Separation Project.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 4G

Date of Issuance:	May 8, 2024	Effective Date:	May ___, 2024
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 a new lump sum Payment Item No. 17 "Elmwood Curb and ADA Ramps" to the Contract in the amount of $111,789.74. This line item covers CONTRACTOR'S preparation for 4 ADA ramps on Elmwood Street for a total cost of $29,885.61 and SUBCONTRACTOR'S installation of 4 ADA ramps on Elmwood Street for a total cost of $48,478.50. This line item also covers pavement striping on Powell Avenue and Central Avenue for a total cost of $4,930.91 and a portion of the CONTRACTOR'S Work associated with the sidewalk and curb installation on the east side of Liberty Street that was deemed ineligible for financing through New York State Environmental Facilities Corporation (NYS EFC) for a total cost of $28,494.72.

Attachments: *None*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 3,498, 600.00	Original Contract Times: Substantial Completion: 300 Ready for Final Payment: 330 days
Increase from previously approved Change Order Nos. 1G, 2G, 3G: $ 0.00	Increase from previously approved Change Order Nos. 1G, 2G, 3G: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: $ 3,498,600.00	Contract Times prior to this Change Order: Substantial Completion: 300 Ready for Final Payment: 330 days
Increase of this Change Order: $ 111,789.74	Increase of this Change Order: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price incorporating this Change Order: $ 3,610,389.74	Contract Times with all approved Change Orders: Substantial Completion: 300 Ready for Final Payment: 330 days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

Owner: CITY OF NEWBURGH
North / Water Street Sewer Separation
Contractor: Metra Industries, Metra Project # NY-GS-0353

Date of Extra Work	**10/25/2023 to 10/30/2023**	**EWS No.**	**43**

Total Extra Work Summary EWS (See pg 3)

Location:
Elmwood Ave

Description:
Assisted/suppoorted the efforts by A&K to install 4 ramps as requested on the corner of Elmwood and Powell and then also Elmwood and Central.

LABOR COSTS

Overtime hours: 0

TYPE	Overtime premium	Total Hours	BASE RATE	COST
GENERAL FOREMAN - Felipe Oliveria	$0.00	21.00	$53.15	$1,116.15
FOREMAN - Victor Goncalvdes	$0.00	21.00	$46.00	$966.00
OPERATOR - Carlos Araujo	$0.00	21.00	$59.22	$1,243.62
OPERATOR - Manny Pintor	$0.00	21.00	$59.22	$1,243.62
LABORER - Ramiro Pereira	$0.00	21.00	$49.90	$1,047.90
LABORER - Harry Davis	$0.00	21.00	$46.10	$968.10
LABORER - Mike Perez	$0.00	21.00	$46.10	$968.10
	$0.00		**TOTAL LABOR**	**$7,553.49**

BENEFITS

TYPE		Total Hours	BENEFITS	COST
GENERAL FOREMAN - Felipe Oliveria		21.00	$43.52	$913.92
FOREMAN - Victor Goncalvdes		21.00	$33.78	$709.38
OPERATOR - Carlos Araujo		21.00	$63.39	$1,331.19
OPERATOR - Manny Pintor		21.00	$63.39	$1,331.19
LABORER - Ramiro Pereira		21.00	$42.73	$897.33
LABORER - Harry Davis		21.00	$40.77	$856.17
LABORER - Mike Perez		21.00	$40.77	$856.17
			TOTAL BENEFITS	**$6,895.35**

Owner: CITY OF NEWBURGH
North / Water Street Sewer Separation
Contractor: Metra Industries, Metra Project # NY-GS-0353

Date of Extra Work	**10/25/2023 to 10/30/2023**	**EWS No.**	**43**

EQUIPMENT COSTS

TYPE		HOURS	RATE	COST
Rented PC78		21.00	$41.00	$861.00
Loader Komatsu 320 Type		21.00	$56.32	$1,182.72
Pick-up		21.00	$25.04	$525.84
Pick-up		21.00	$25.04	$525.84
Tool Truck		21.00	$25.04	$525.84
			TOTAL EQUIPMENT CO	**$3,621.24**

MATERIAL COSTS

Description	QUANTITY	COST	COSTS
	0.00	$0.00	$0.00
Sales Tax			$0.00
		TOTAL MATERIAL COS	**$0.00**

SUBCONTRACTOR COSTS

Description	QUANTITY	COST	COSTS
Rental Tandem Truck	42.00	$125.00	$5,250.00
		$0.00	$0.00
		TOTAL SUBCONTRACTOR COST	**$5,250.00**

Owner: CITY OF NEWBURGH
North / Water Street Sewer Separation
Contractor: Metra Industries, Metra Project # NY-GS-0353

Date of Extra Work	**10/25/2023 to 10/30/2023**	**EWS No.**	**43**

Summary

Labor	$14,448.84
Materials	$0.00
Equipment	$3,621.24
Insurance & Payroll Taxes	$3,123.93
SUBTOTAL	$21,194.01
Overhead @ 15%	$3,179.10
SUBTOTAL	$24,373.11
Subs	$5,250.00
Overhead @ 5%	$262.50
TOTAL	$29,885.61

Notes:
1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

Job Work Order

☐ ESTIMATE (VALID FOR 30 DAYS)

DATE 10-25-23 | ☐ SERVICE ☐ INSTALL ☐ WILL CALL ☐ DELIVER | PHONE

NAME KENROY WHYTE | MAKE

ADDRESS 3 LORIE LANE | MODEL

POUGHKEEPSIE N.Y 12603 | SERIAL

ITEM TO BE SERVICED | NATURE OF SERVICE REQUEST

QTY.	PART #	DESCRIPTION OF PARTS OR MATERIALS	PRICE	AMOUNT
		TRIAXLE DUMP TRUCK FOR		
		METRA INDUSTRIES INC.		
		WORK AT NEWBURGH SEWER		
		PIPE LINE		
		START 7:AM - 3PM	8 H	

LABOR PERFORMED: JOB # 353

TOTAL MATERIALS | TAX | TOTAL LABOR | TOTAL AMOUNT ▶

DATE WANTED | DEPOSIT | RECEIVED BY

ESTIMATES ARE FOR LABOR ONLY, MATERIAL ADDITIONAL. WE WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE CAUSED BY FIRE, THEFT, TESTING, OR ANY OTHER CAUSES BEYOND OUR CONTROL.

AUTHORIZED BY:

Job Work Order
ORIGINAL

TERMS - NET CASH
NO GOODS HELD OVER 30 DAYS

Job Work Ord

☐ ESTIMATE (VALID FOR 30 DAYS)

DATE 10-26-23 | ☐ SERVICE ☐ INSTALL ☐ WILL CALL ☐ DELIVER | PHONE

NAME KENROY WHYTE | MAKE

ADDRESS 3 LORIE LANE | MODEL

POUGHKEEPSIE N.Y 12603 | SERIAL

ITEM TO BE SERVICED | NATURE OF SERVICE REQUEST

QTY.	PART #	DESCRIPTION OF PARTS OR MATERIALS	PRICE	AMOU
		TRIAXLE DUMP TRUCK FOR		
		METRA INDUSTRIES INC		
		WORK AT NEWBURGH SEWER		
		PIPE LINE		
		START 7:AM 5:30	8 1/2	

LABOR PERFORMED: JOB # 353

TOTAL MATERIALS | TAX | TOTAL LABOR | TOTAL AMOUNT ▶

DATE WANTED | DEPOSIT | RECEIVED BY

ESTIMATES ARE FOR LABOR ONLY, MATERIAL ADDITIONAL. WE WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE CAUSED BY FIRE, THEFT, TESTING, OR ANY OTHER CAUSES BEYOND OUR CONTROL.

AUTHORIZED BY:

Job Work Or
ORIGINAL

TERMS - NET CASH
NO GOODS HELD OVER 30 DAYS

Job Work Order

☐ ESTIMATE (VALID FOR 30 DAYS)

DATE 10-30-23 ☐ SERVICE ☐ INSTALL ☐ WILL CALL ☐ DELIVER

PHONE

NAME KENROY WHYTE

MAKE

ADDRESS 3 ORIT LANE

MODEL

POUGHKEEPSIE. N.Y 12603

SERIAL

ITEM TO BE SERVICED

NATURE OF SERVICE REQUEST

QTY.	PART #	DESCRIPTION OF PARTS OR MATERIALS	PRICE	AMOUNT
		TRIAXLE DUMP TRUCK FOR		
		METRA INDUSTRIES INC.		
		WORK AT NEWBURGH SEWER		
		PIPE LINE		
		START 7 AM - 3 PM	SH	
		JOB# 353	TOTAL MATERIALS	
			TAX	
			TOTAL LABOR	
			TOTAL AMOUNT ▶	

LABOR PERFORMED

DATE WANTED | DEPOSIT | RECEIVED BY

ESTIMATES ARE FOR LABOR ONLY, MATERIAL ADDITIONAL. WE WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE CAUSED BY FIRE, THEFT, TESTING, OR ANY OTHER CAUSES BEYOND OUR CONTROL.

AUTHORIZED BY:

Job Work Order
ORIGINAL

10-11

TERMS - NET CASH
NO GOODS HELD OVER 30 DAYS

Pavement Seal Coat Corp.
PO Box 338
Harriman, NY
8 5-659-2173

356696

Invoice

SOLD TO Metra Industries Inc
ADDRESS 2 Muller Pl
CITY, STATE, ZIP Little Falls N.Y.
CUSTOMER ORDER NO.

SHIP TO Metra Newburgh Site
ADDRESS 1 Liberty St
CITY, STATE, ZIP Newburgh N.Y
TERMS
F.O.B.
SOLD BY (DS)

DATE 10-25-23

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		As Quoted			
		Start 7:00			
		Finish 3:00			
		4 hrs X			

Pavement Seal Coat Corp.
PO Box 338
Harriman, NY
845-659-2873

356697

Invoice

SOLD TO: METRA INDUSTRIES	SHIP TO: Newburgh JOB
ADDRESS: 50 MULLER PL	ADDRESS: Liberty ST
CITY, STATE, ZIP: Little Falls N.J	CITY, STATE, ZIP: Newburgh N.Y

CUSTOMER ORDER NO. | SOLD BY: RA | TERMS | F.O.B. | DATE: 10-26-22

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		No Lunch			
		Start 7:00			
		Finish 3:00			
		8 hrs	X		

Pavement Seal Coat Corp.
PO Box 338
Harriman, NY
845-659-2873

120002

Invoice

SOLD TO: METRA INDUSTRIES	SHIP TO: Newburgh JOB
ADDRESS: 50 MULLER PL	ADDRESS: Liberty St
CITY, STATE, ZIP: Little Falls N.J.	CITY, STATE, ZIP: Newburgh NY

CUSTOMER ORDER NO. | SOLD BY: RA | TERMS | F.O.B. | DATE: 10-30-22

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		NO LUNCH			
		START 7:00			
		FINISH 3:00			
		8 hrs	IN		

Owner: CITY OF NEWBURGH
North / Water Street Sewer Separation
Contractor: Metra Industries, Metra Project # NY-GS-0353

Date of Extra Work	**11/13/2023 to 11/30/2023**	**EWS No.**	**44**

Total Extra Work Summary EWS (See pg 3)

Location:
Elmwood Ave

Description:
Install the ramps and curbs with ADA compliant detectable warning units

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LABOR COSTS

Overtime hours: 0

TYPE	Overtime premium	Total Hours	BASE RATE	COST
GENERAL FOREMAN - Felipe Oliveria	$0.00		$53.15	$0.00
FOREMAN - Victor Goncalvdes	$0.00		$46.00	$0.00
OPERATOR - Carlos Araujo	$0.00		$59.22	$0.00
OPERATOR - Manny Pintor	$0.00		$59.22	$0.00
LABORER - Ramiro Pereira	$0.00		$49.90	$0.00
LABORER - Harry Davis	$0.00		$46.10	$0.00
LABORER - Mike Perez	$0.00		$46.10	$0.00
	$0.00		**TOTAL LABOR**	**$0.00**

BENEFITS

TYPE		Total Hours	BENEFITS	COST
GENERAL FOREMAN - Felipe Oliveria		0.00	$43.52	$0.00
FOREMAN - Victor Goncalvdes		0.00	$33.78	$0.00
OPERATOR - Carlos Araujo		0.00	$63.39	$0.00
OPERATOR - Manny Pintor		0.00	$63.39	$0.00
LABORER - Ramiro Pereira		0.00	$42.73	$0.00
LABORER - Harry Davis		0.00	$40.77	$0.00
LABORER - Mike Perez		0.00	$40.77	$0.00
			TOTAL BENEFITS	**$0.00**

Owner: CITY OF NEWBURGH
North / Water Street Sewer Separation
Contractor: Metra Industries, Metra Project # NY-GS-0353

Date of Extra Work	**11/13/2023 to 11/30/2023**	**EWS No.**	**44**

EQUIPMENT COSTS

TYPE		HOURS	RATE	COST
			TOTAL EQUIPMENT CO	**$0.00**

MATERIAL COSTS

Description	QUANTITY	COST	COSTS
	0.00	$0.00	$0.00
	Sales Tax		$0.00
		TOTAL MATERIAL COS	**$0.00**

SUBCONTRACTOR COSTS

Description	QUANTITY	COST	COSTS
4 ada Ramps complete	1.00	$46,170.00	$46,170.00
		$0.00	$0.00
		TOTAL MATERIAL COS	**$46,170.00**

Owner: CITY OF NEWBURGH
North / Water Street Sewer Separation
Contractor: Metra Industries, Metra Project # NY-GS-0353

Date of Extra Work	**11/13/2023 to 11/30/2023**	**EWS No.**	**44**

Summary

Labor	$0.00
Materials	$0.00
Equipment	$0.00
Subs	$46,170.00
Insurance & Payroll Taxes	$0.00
SUBTOTAL	$46,170.00
Overhead @ 5%	$2,308.50
TOTAL	$48,478.50

Notes:
1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

A & K Slip Forming, Inc

PO Box 250
Cobleskill, NY 12043

Phone: (518) 234-1944

Job # 23- 056
Invoice ID: 8260
Invoice Date: 11-30-2023

Estimate #:
Location: Newburgh North/Water St Sewer

To: Metra Industries
50 Muller Place
Little Falls, NJ 07424-1133

Item	Description	Units	Unit of Measure	Unit Price	Amount
GR-5"x16"	5" x 16" Granite Curb	899.00	LF	45.00	40,455.00
SF-4"	4" Colored & Imprinted Sidewalks	5,278.00	SF	16.50	87,087.00
Detect	Detectable Warning Units	65.00	SF	40.00	2,600.00
Mobilize	Additional Granite Mobilization 11/13/23	1.00	LS	2,000.00	2,000.00
Curb-Hand	6"x18" Hand Formed Curb	174.00	LF	55.00	9,570.00
Ramp	ADA Handicap Curb Ramp	4.00	EA	8,500.00	34,000.00
Misc	Gave 5 CY to Metra on 11/29/23	5.00	CY	125.25	626.25
Misc	Concrete Price Difference - Class A	80.00	CY	30.75	2,460.00
Misc	Concrete Price Difference - Class D	23.00	CY	38.20	878.60
Misc	Cold Weather Charges - See Attached	1.00	LS	1,594.50	1,594.50
	Worked 11/13 to 11/30/23				

Sub Total $181,271.35

Terms: Net 30

Amount Due $181,271.35

Owner: CITY OF NEWBURGH
North / Water Street Sewer Separation
Contractor: Metra Industries, Metra Project # NY-GS-0353

Date of Extra Work	**TBD**	**RFCOP No.**	**7**

Location:
Elmwood Street ← Central Ave and Powell Ave

Description:
Please see the attached. This is for the additional pavement Marking as requested a RFCOP #7. The terms and conditions on the quote from Safety Markings, LLC apply. Included also is 8 hours for a small crew from Metra to provide traffic control.

LABOR COSTS

Overtime hours: 0

TYPE	Overtime premium	Total Hours	BASE RATE	COST
GENERAL FOREMAN - Felipe Oliveria	$0.00	8.00	$53.15	$425.20
LABORER -	$0.00	8.00	$46.10	$368.80
LABORER -	$0.00	8.00	$46.10	$368.80
	$0.00		**TOTAL LABOR**	**$1,162.80**

BENEFITS

TYPE		Total Hours	BENEFITS	COST
GENERAL FOREMAN - Felipe Oliveria		8.00	$43.52	$348.16
LABORER -		8.00	$40.77	$326.16
LABORER -		8.00	$40.77	$326.16
			TOTAL BENEFITS	**$1,000.48**

STRIPING WAS ALREADY INCLUDED IN CONTRACT DRAWINGS FOR POWELL AVE AND CENTRAL AVE AND THEREFORE TRAFFIC CONTROL FOR THOSE STREETS IS INCLUDED IN BID PRICE FOR ITEM 01. REDUCE EXTRA TIME TO 6 HOURS FOR ADDED STRIPING.

Owner: CITY OF NEWBURGH
North / Water Street Sewer Separation
Contractor: Metra Industries, Metra Project # NY-GS-0353

Date of Extra Work	**TBD**	**RFCOP No.**	**7**

EQUIPMENT COSTS

TYPE		HOURS	RATE	COST
Pick-up/Tool Truck (2 Ea)		16.00	$25.04	$400.64
				$0.00
			TOTAL EQUIPMENT COST	**$400.64**

REDUCE TO
12 HOURS

MATERIAL COSTS

Description	QUANTITY	COST	COSTS
		$0.00	$0.00
	Sales Tax		$0.00
		TOTAL MATERIAL COST	**$0.00**

SUBCONTRACTOR COSTS

Description	QUANTITY	COST	COSTS
Safety Marking, LLC	1.00	$2,195.00	$2,195.00
		TOTAL MATERIAL COST	**$2,195.00**

Summary

Labor		$2,163.28	$	1,622.46
Materials		$0.00	$	-
Equipment		$400.64	$	300.48
Insurance & Payroll Taxes		$480.90	$	360.68
SUBTOTAL		$3,044.82	**$**	**2,283.62**
Overhead @	15%	$456.72	$	342.54
SUBTOTAL		$3,501.55	**$**	**2,626.16**
Subs		$2,195.00	$	2,195.00
SubContractor Mark-up	5%	$109.75	$	109.75
TOTAL		$5,806.30	**$**	**4,930.91**

Notes:
1) A time extension is requested as part of this situation.
2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs.
3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.
4) All Terms and Conditions from the attached VanEtten price quote apply

SMC
Safety Marking, LLC.

Quote

An Equal Opportunity Employer M/F/V/IWD

"Our Reputation Is Built One Line At A Time"

Attention: Jeff Dunn
MET4 METRA INDUSTRIES
Att: Accounting
50 Muller Place
Little Falls, NJ 07424

Job Desc: NORTH/WATER STREET - NEWBURGH, NY

Quote #: 2203032 [PRIVATE] **Bid #: NY-GS-0353**
Date: 3/22/2024

PAINT PER C-19 DETAIL
MINIMUM PAINT MOBILIZATION $2,795.00

Description	Quantity	UOM	Unit Price	Item Total
RFCOP #7				
Double Yellow Paint Lines 4"	800.00	LF		
Single White Paint Lines (4")	1,600.00	LF		
Paint Stop Bars (sf)	40.00	SF		
Painted Crosswalks (SF)	350.00	SF		
Paint Hatching (SF)	460.00	SF		
Add to Contract	1.00	LS	$2,195.00	$2,195.00

Grand Total: **$2,195.00**

Sales Tax To Be Charged According To Local Government Requirements

Existing or New Customer Payment Method:

Name As It Appears On Credit Card *Billing Address Zip Code*

Please Provide Credit Card Information (Visa/Mastercard/Amex are accepted)

Card Number:

CVV# ☐☐☐☐ Expiration Date:

CVV is four digits on front of card for AMEX. Otherwise CVV is three digits on back of card.

MANDATORY COMPLETION REQ'D

Yes	No	PLEASE READ
☐	☐	Certified Payroll
☐	☐	Insurance Certificate
☐	☐	Material Certification
☐	☐	Tax Exempt
☐	☐	Tax Materials Only

Terms and Price Acceptance

*Longline grinding removal will be $2.50/sf and Handwork grinding removal will be $4.50/sf - Contractor must furnish traffic control - Any applicable taxes have not been included. Terms: Net 30 Days or subject to a 1% finance charge - We propose to furnish all labor, materials, equipment, Worker's Compensation, Public Liability, and Property Damage insurances necessary to do the work. Surveys Not Included - Contractor To Provide Baseline For Layout. Any additional Contract or PO under $10,000 outside this PO will be charged a $500.00 administrative fee.

An authorized signature, payment method, and project requirements information is required to schedule the work.

SMC Authorized Signature	SMC Contact Name & Number	Client Authorized Signature and Date	Est. Start Date
	Bruce Bortnick (203) 814-3403		

255 Hancock Avenue - Bridgeport, CT 06605 - Phone: (203) 333-6870 - Fax: (203) 330-2743
59 Stillson Road - Richmond, RI 02812 - Phone: (401) 539-1016 - Fax: (401) 539-3153
84 Sylvester Street - Westbury, NY 11590 - Phone: (516) 333-0489 - Fax: (516) 334-0813
www.safetymarking.net

Owner: CITY OF NEWBURGH
North / Water Street Sewer Separation
Contractor: Metra Industries, Metra Project # NY-GS-0353

Date of Extra Work	**10/24/2023 to 10/30/2023**	**EWS No.**	**41**

Total Extra Work Summary EWS (See pg 3)

C&SW Allowance Authorization for $3,802.14.
Remaining $28,494.72 to be paid under Change Order No. 4G.

Location:
Liberty Street East Curbline

Description:
Prepare for and install curb and Sidewalk on East Curbline of Liberty Street.

LABOR COSTS

Overtime hours: 0

TYPE	Overtime premium	Total Hours	BASE RATE	COST
GENERAL FOREMAN - Felipe Oliveria	$0.00	25.00	$53.15	$1,328.75
FOREMAN - Victor Goncalvdes	$0.00	25.00	$46.00	$1,150.00
OPERATOR - Carlos Araujo	$0.00	25.00	$59.22	$1,480.50
OPERATOR - Manny Pintor	$0.00	25.00	$59.22	$1,480.50
LABORER - Ramiro Pereira	$0.00	25.00	$49.90	$1,247.50
LABORER - Harry Davis	$0.00	25.00	$46.10	$1,152.50
LABORER - Mike Perez	$0.00	25.00	$46.10	$1,152.50
	$0.00		**TOTAL LABOR**	**$8,992.25**

BENEFITS

TYPE		Total Hours	BENEFITS	COST
GENERAL FOREMAN - Felipe Oliveria		25.00	$43.52	$1,088.00
FOREMAN - Victor Goncalvdes		25.00	$33.78	$844.50
OPERATOR - Carlos Araujo		25.00	$63.39	$1,584.75
OPERATOR - Manny Pintor		25.00	$63.39	$1,584.75
LABORER - Ramiro Pereira		25.00	$42.73	$1,068.25
LABORER - Harry Davis		25.00	$40.77	$1,019.25
LABORER - Mike Perez		25.00	$40.77	$1,019.25
			TOTAL BENEFITS	**$8,208.75**

Owner: CITY OF NEWBURGH
North / Water Street Sewer Separation
Contractor: Metra Industries, Metra Project # NY-GS-0353

Date of Extra Work	**10/24/2023 to 10/30/2023**	**EWS No.**	**41**

EQUIPMENT COSTS

TYPE		HOURS	RATE	COST
Rented PC78		25.00	$41.00	$1,025.00
Loader Komatsu 320 Type		25.00	$56.32	$1,408.00
Pick-up		25.00	$25.04	$626.00
Pick-up		25.00	$25.04	$626.00
Tool Truck		25.00	$25.04	$626.00
			TOTAL EQUIPMENT CO	**$4,311.00**

MATERIAL COSTS

Description	QUANTITY	COST	COSTS
	0.00	$0.00	$0.00
Sales Tax			$0.00
		TOTAL MATERIAL COS	**$0.00**

SUBCONTRACTOR COSTS

Description	QUANTITY	COST	COSTS
Rental Tandem Truck	25.00	$125.00	$3,125.00
		$0.00	$0.00
		TOTAL MATERIAL COS	**$3,125.00**

Owner: CITY OF NEWBURGH
North / Water Street Sewer Separation
Contractor: Metra Industries, Metra Project # NY-GS-0353

Date of Extra Work	**10/24/2023 to 10/30/2023**	**EWS No.**	**41**

Summary

Labor	$17,201.00
Materials	$0.00
Equipment	$4,311.00
Insurance & Payroll Taxes	$3,718.97
SUBTOTAL	$25,230.97
Overhead @ 15%	$3,784.65
TOTAL	$29,015.61
Subs	$3,125.00
Overhead @ 5%	$156.25
	$32,296.86

Notes:
1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

RESOLUTION NO.: 114 - 2024

OF

MAY 28, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THRIVE OPERATIONS, LLC AT A COST OF $144,690.00 AND AMENDING RESOLUTION NO: 239-2023, THE 2024 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSFER $547,823.00 FROM GENERAL FUND APPROPRIATED FUND BALANCE TO INFORMATION SYSTEMS – OTHER EQUIPMENT FOR CLOUD MIGRATION AND INFORMATION TECHNOLOGY CONSULTING SERVICES

WHEREAS, the City of Newburgh has undertaken the migration of City information systems to cloud-based technology and services; and

WHEREAS, the City proposes to enter into a contract with Thrive Operations, LLC to support the migration of the City's information systems to cloud-based technology and provide related information technology consulting services; and

WHEREAS, the funds for the cost of the contract, recurring monthly fees and the network infrastructure improvements expenses in the total amount of $547,823.00 will be transferred from A.0000.0599.1000.0000 General Fund Appropriated Fund Balance to A.1680.0205 Information Systems-Other Equipment; and

WHEREAS, the City Council has reviewed the annexed contract and has determined that such work would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement with Thrive Operations, LLC in the amount of $144,690.00; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh that Resolution No. 239-2023, the 2024 Budget of the City of Newburgh, is hereby amended as follows:

		Decrease	Increase
A.0000.0599.1000.0000	General Fund Appropriated Fund Balance	$547,823.00	
A.1680.0205	Information Systems Other Equipment		$547,823.00
TOTALS:		$547,823.00	$547,823.00

IT Server Migration to The Cloud

Our current IT infrastructure is fragile and unstable requiring a very costly replacement of all servers, routers, switches, and even cabling. There are even talks of an extremely costly relocation of the datacenter to another physical location in the coming years. Physically moving the datacenter would cost approximately $1.3 million at today's prices.

This proposal would move approximately 85% of our existing IT infrastructure to the cloud, update all servers to the latest operating systems, and update all vendor software and other applications to current versions. It will also facilitate physical relocation of remaining infrastructure in the future.

While there is still work to be done, moving to the cloud would brings us closer to a state-of-the-art modern IT environment while significantly reducing IT expenditure.

Some of the cost savings are outlined in the next page.

Cloud Impact and Savings

Software Licensing Savings	
VMware (Anticipate 3-5X increase)	
Microsoft Licensing	
Exchange License	
Server License	
Client Access License	
SQL License	
VMware Support Costs	
Microsoft Support Costs	
Hardware Savings	
VMware Hosts | Servers	$200,000
VMware Storage | SAN	$200,000
Core Switch	$90,000
Fiber Channel Switches	$15,000
Installation	$50,000
	$555,000
Datacenter Cost Savings	
Datacenter Space	
Power & Cooling reduction	
Helps the city with Green initiatives	
UPS Hardware Replacement/Maintenance	
HVAC Replacement/Maintenance	
Generator Replacement/Maintenance	

Datacenter Migration	
Datacenter move	
Datacenter Architectural Design	
Datacenter Buildout	
Generator Purchase	
UPS Purchase	
HVAC Purchase	

Staffing & Education Costs	
VMware Engineer	
Server & SAN Engineer	
Cybersecurity Engineer	
HVAC Maintenance	
Generator Maintenance	
Disaster Recovery & Business Continuity	
Cloud will simplify DR costs	
Capital Expenditure vs. Operating Expenditure:	
Shift unpredictable CapEx to Predictable OpEx	
Compliance & Security	
Enhanced Cybersecurity	
SOC 2 Type II	

THRIVE

THE CITY OF NEWBURGH NEW YORK

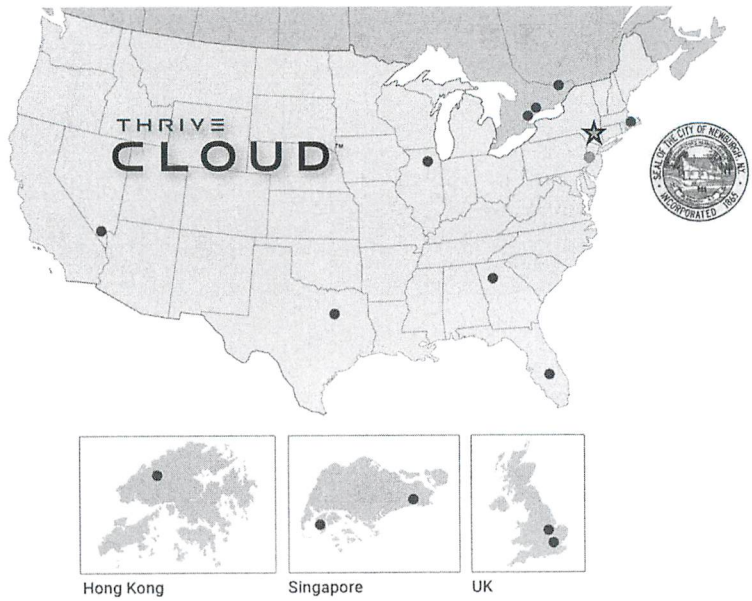
City of Newburgh Cloud Budget

ThriveCloud Overview

15 SOC II Type 2 Data Centers

- Atlanta, GA
- Boston, MA
- Chicago, IL
- Dallas, TX
- Hong Kong
- Las Vegas, NV
- London, UK (2)
- Markham, Canada
- Ottawa, Canada
- North Bergen, NJ
- Singapore (2)
- Toronto, Canada
- Winter Haven, FL

- 24x7x365 Fully Managed Solution
- N+1 Redundancy for all Components
- DDoS Protection
- Dedicated Next Generation Firewall with Intrusion Prevention
- Dedicated & Multi Tenant Environments
- Operating System Management
- Managed Patching
- Network & Security Management
- Dedicated Firewalls per Customer



Installation & Setup

Fixed Fee Project Implementation Services	**$28,000.00**
Setup Cloud Tenant	
Setup Firewall and establish VPN	
Setup Cloud Cross Connects and Internet	
Setup Backups	
Setup Server Management	
Premium Migration Services (Fixed Fee)	**$36,000.00**
Prerequsites for Server migration to Cloud	
Migrate servers to cloud	
Test and validate	
Fixed Fee Project Side-By-Side Server Upgrade (per server)	**$48,100.00**
Setup New Guest for each server	
Prep for Server upgrades	
Coordinate with Vendors to upgrade applications	
Total Installation & Setup	**$112,100.00**

Cloud, Security & Management

	Monthly
Hosted Services - Private Cloud (GSA)	**$25,391.05**
1Gbps Internet	
28 Virtual Guests (VMs)	
50TB of Production Storage	
SQL Licenses	
128TB of Backups	
128 of offiste Immutable Backups	
Managed Servers - Microsoft Support for Cloud Servers (GSA)	**$2,532.64**
28 Managed Servers	
28 Servers with Basic and & Advanced Patching	
Cyber Security - MDR (SIEM/SOC with EDR)	**$1,689.00**
30 Managed Detection & Response	
1 Year Log Retention	
Managed Firewall & WAN/LAN Switches	**$2,977.63**
Managed ISP	
Hardware Probe	
2 Managed Fortinet Firewall (High Availability)	
Intrusion Detection	
Web Filtering	
Antivirus/Anti-Spyware	
SD-WAN	
2 Cisco Meraki Managed Switches	
Total Monthly Services	**$32,590.32**

March 25, 2024
Service Order: CON-049510
Q-31604 USD

Prepared For	Ship To	Bill To
City of Newburgh Camile Mohammed 401 Washington Street Newburgh, New York 12550 United States	City of Newburgh Camile Mohammed 401 Washington Street Newburgh, New York 12550 United States	City of Newburgh Camile Mohammed 401 Washington Street Newburgh, New York 12550 United States

Service Order

This Service Order (including the appendices, if any, attached hereto, the "Service Order) is made by and between the Client named above and Thrive Operations, LLC, ("Thrive"). This Service Order describes and sets forth terms and conditions under which Thrive will provide Services to Client as described below. Such terms and conditions include the General Terms and Conditions set forth and are more fully described on Thrive's website, [www.thrivenextgen.com/MasterServicesAgreementv4e] (the "Master Services Agreement"), which General Terms and Conditions are hereby incorporated into this Service Order and are an integral part hereof. Client and Thrive acknowledge and agree that the General Terms and Conditions set forth in the Master Services Agreement govern and apply to Thrive's provision of Services and Products as contemplated by this Service Order. **Client acknowledges that Client has reviewed the terms and conditions set forth in this Service Order and the Master Services Agreement and agrees to and accepts the same.**

Capitalized terms used herein and not defined are used with the respective meanings ascribed to such terms in the Master Services Agreement.

Thrive's offer to provide Services as described below in this Service Order expires after 30 days from the date hereof unless it is accepted by Client as evidenced by Client's signing this Service Order as indicated below and returning it to Thrive. Once accepted by Client, this Service Order becomes part of the Agreement and binding on the Parties in accordance with the terms hereof and the Agreement with respect to the Services set forth below.

In consideration of the mutual promises contained herein and in the Master Services Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Thrive agrees to provide to Client, and Client agrees to accept from Thrive, Services as described and on the terms and conditions set forth below:

Services Breakdown

One-Time Services

Project Services

Qty	SKU #	Long Description	Price	Extended Price
1	TIFF0002	**Fixed Fee Project Implementation Services (Solution Setup)** Setup of Cloud Tenant, Firewall, Cybersecurity and backups. Fixed Fee.	$ 28,000.00	$ 28,000.00
1	TIFF0011	**Premium Migration Services (Fixed Fee) - Migrate systems to cloud** Fixed fee.	$ 36,000.00	$ 36,000.00
37	TIFF0050B	**Fixed Fee Project Side-By-Side Server Upgrade (per server)** Requires Application Vendors to assist.	$ 1,300.00	$ 48,100.00

TOTAL **$112,100.00**

Project Overview

The City of Newburgh is challenged with aged infrastructure which has caused instability issues and would like to undertake a comprehensive project to migrate its current server infrastructure to the cloud and consolidate 10 file servers into 2, aiming to optimize resources and reduce costs. This initiative involves upgrading existing servers to the latest operating systems post-migration and ensuring minimal disruption to City operations throughout the process. The project scope encompasses assessing the current infrastructure and developing a migration plan while implementing security measures to safeguard data. The approach involves a phased migration plan, utilization of automation tools, collaboration with stakeholders, and thorough testing to ensure data integrity and minimal disruption. Ultimately, this project will position the City for future growth and innovation while optimizing operational efficiency and reducing costs in the long term.

Project Goals

- Stronger Security Posture
- Stability
- Enhancing scalability
- Improving efficiency
- Microsoft Management
- Modernizing IT infrastructure

Project Impact

- Stronger Security Posture
- High Availability
- Stability

Project Considerations

- Security
- Recoverability
- Stability
- High Availability
- Scalability

Project Plan

- Create Private Cloud Tenant
- Setup Fortinet Firewalls leveraging next gen capabilities
- Setup VPN from City to Private Cloud
- Setup Internet failover with new firewalls.
- Review server infrastructure to prepare for server migration
- Setup cloud migration software
- Replicate data to cloud
- Scheduled failover to cloud
- Test and Validate
- Setup MDR and RMM tool for patching and management
- Setup alerting
- schedule patching
- Setup Backups
- Replicate backups offsite
- Test and validate

*** Refine project plan after project approval ***

Recurring Monthly Services

Hosted Services - Private Cloud (GSA)

Qty	SKU #	Long Description	Price	Extended Price
1	HS020BA-NJE5	**Enterprise Virtual Datacenter Tier 2 (26-50 VMs) - New Jersey** GSA # DSM-518 Thrive Hybrid Cloud Director Portal access. Managed Virtual Firewall - Advanced (300 Mbps throughput). Managed Virtual Firewall Intrusion Prevention System Service. DDoS Protection. 1 Public IP address.	$ 589.42	$ 589.42
1	MFS0001AV	**Managed Firewall Protection Service (Antivirus/Anti-Spyware)** GSA # DSM-529	$ 31.74	$ 31.74
1	HS004B-NJE5	**Cloud Bandwidth - 200Mbps - 1Gbps - New Jersey** Provides 200Mbps burstable to 1Gbps.	$ 877.00	$ 877.00
188	HS002C-NJE5	**Virtual Server Compute Resources 2GB vRAM (includes 1 vCPU) - New Jersey** GSA # DSM-503 | HS002C-BOSE2 | Virtual Server Compute Resources 2GB vRAM (includes 1 vCPU)	$ 22.67	$ 4,261.96
50	HS005A-NJE5	**Cloud Storage (1TB) - New Jersey** GSA # DSM-507 | HS005A-BOSE2 | Cloud Storage (1TB) Boston	$ 81.61	$ 4,080.50
1	HS006-NJE5	**Datacenter Fiber Cross Connect - New Jersey**	$ 549.00	$ 549.00
1	HS006F-NJE5	**Thrive Fiber Cross Connect - New Jersey** DSM-509 | HS006F-BOSE2 | Thrive Fiber Cross Connect	$ 90.68	$ 90.68

7	HSSPLA007	**4 Core Microsoft SQL Standard Processor License (Minimum 4 cores per server)** GSA # DSM-573	$ 627.51	$ 4,392.57
1	TCB0100	**Managed Backup and Restore Base Service** GSA # DSM-552 | TCB0100 | Managed Backup and Restore Base Service	$ 142.82	$ 142.82
28	TCB0003C-NJE5	**Managed Backup and Restore (Hosted Server) - New Jersey** DSM-555 | TCB0003CCBM | Cloud Connect Managed Backup (per server)	$ 28.56	$ 799.68
128	HS009A-NJE5	**Thrive Cloud Local Backup Storage (1TB) - New Jersey** GSA # DSM-511 | HS009A-BOSE2 | Datacenter Local Backup Storage (1TB)	$ 27.20	$ 3,481.60
128	TCB0003BIM-TXS1	**Managed Offsite Immutable Backup Storage (1TB) - Dallas** GSA # DSM-556 | TCB0003BA-TXS1 | Managed Offsite Backup Storage (1TB)	$ 47.61	$ 6,094.08
			TOTAL	**$25,391.05**

Recurring Monthly Services

Managed Servers - Microsoft Support for Cloud Servers (GSA)

Qty	SKU #	Long Description	Price	Extended Price
28	HS001W-NJE5	**Managed Windows Virtual Server - New Jersey** GSA # DSM-500 | HS001W-BOSE2 | Managed Windows Virtual Server Microsoft Windows Server licensing. 24x7x365 proactive monitoring of virtual server resource utilization. Configuration Management	$ 40.81	$ 1,142.68
1	SM100	**Managed Server Patching Base Service** GSA # DSM-513	$ 142.82	$ 142.82
28	SM011	**Managed Server Patching Enterprise Plus** GSA # DSM-514	$ 33.55	$ 939.40
1	TPNBE100	**Recurring Monthly Advanced Server Patching Base Service** GSA # DSM-1064 * Allows for the deployment and updating of "third party" (i.e. not shipped by default with the Windows family of operating systems) software and applications that are commonly found on end-user desktops and servers. * Examples of software applications that can be installed or updated with this product include, but are not limited to Adobe Acrobat, Adobe Flash, iTunes, and many more.	$ 142.82	$ 142.82

28	TPNBE004	**Recurring Monthly Advanced Server Patching** GSA # DSM-1063 Deployment and updating of approved "third party" applications.	$ 5.89	$ 164.92
			TOTAL	**$2,532.64**

Recurring Monthly Services

Cyber Security - MDR (SIEM/SOC with EDR)

Qty	SKU #	Long Description	Price	Extended Price
1	MDR100-PR	**Managed Detection and Response Essentials Base Service.**	$ 1,043.00	$ 1,043.00
30	MDR100A-PR	**Managed Detection and Response Essentials - Infrastructure \ Application (per device).**	$ 10.50	$ 315.00
30	MDR002L	**Managed Detection and Response 1 Year Log Retention (per device)**	$ 3.20	$ 96.00
5	MDR002W	**Managed Detection and Response Windows/Linux Agent (5 agents)** Requires MDR Device license.	$ 47.00	$ 235.00
			TOTAL	**$1,689.00**

Recurring Monthly Services

Managed Firewall & WAN/LAN Switches

Qty	SKU #	Long Description	Price	Extended Price
1	NM001SC	**Managed ISP Services (per site)** GSA # DSM-688	$ 71.64	$ 71.64
1	EBMS019A	**Hardware Probe EBMS Server** GSA # DSM-1053	$ 94.31	$ 94.31
2	MFS0014BB	**Fortinet Managed Firewall - Base 200F 24x7** GSA # DSM-704	$ 1,041.91	$ 2,083.82
1	MFS0001IPS	**Managed Firewall Based Intrusion Prevention System Service**	$ 53.00	$ 53.00
1	MFS0001W	**Managed Firewall Web Filtering Service** GSA # DSM-528	$ 36.27	$ 36.27

1	**MFS0001AV**	**Managed Firewall Protection Service (Antivirus/Anti-Spyware)** GSA # DSM-529	**$ 31.74**	**$ 31.74**
1	**MFS0001HA**	**Managed Firewall High Availability Service**	**$ 26.50**	**$ 26.50**
1	**MFS0005**	**Managed Secure SD-WAN Base Service** GSA # DSM-634	**$ 340.05**	**$ 340.05**
1	**MFS0005S**	**Managed Secure SD-WAN Service (per site)** GSA # DSM-635	**$ 24.48**	**$ 24.48**
2	**MNI022A**	**Cisco Meraki Managed Switch - MS120-8 Port 1G Non-PoE 24x7** GSA # DSM-998	**$ 107.91**	**$ 215.82**
			TOTAL	**$2,977.63**

Services Summary Breakdown

One Time Services

Service Description	Ext Price
Project Services	$ 112,100.00
One-Time Services Total:	**$ 112,100.00**

Recurring Monthly Services

Service Description	Ext Price
Hosted Services - Private Cloud (GSA)	$ 25,391.05
Managed Servers - Microsoft Support for Cloud Servers (GSA)	$ 2,532.64
Cyber Security - MDR (SIEM/SOC with EDR)	$ 1,689.00
Managed Firewall & WAN/LAN Switches	$ 2,977.63
Recurring Monthly Services Total:	**$ 32,590.32**

Service Order - 36 Months

SCOPE OF SERVICES

Client acknowledges that technology is inherently complicated and that if unforeseen circumstances exist within Client's environment that prevent or delay Services from being installed or delivered, then such prevention or delay will not be considered a breach of this Service Order. Thrive will work with Client to correct such circumstances and may suggest alternative products or additional services to correct the circumstance(s). All work delivered outside the scope of this Service Order must be agreed to by both parties in writing prior to work being performed.

TERM & TERMINATION

The term of this Service Order (the "Term") will begin on the date hereof and, with respect to recurring monthly Services provided for herein, subject to the terms of the Agreement, will continue through the last day of the thirty-sixth (36th) month following the Service Provisioning Completion Date for this Service Order; provided that the Term will automatically renew for successive terms of the same duration as the initial Term unless either party provides the other party notice of its intention not to renew this Service Order at least ninety (90) days before the end of the then current Term.

If Client cancels prepaid Services not yet delivered then Client is entitled to the delivery of those Services but not a refund. All discounts provided for herein will automatically expire at the end of the initial Term.

Termination of this Service Order prior to the end of the Term either by Client, other than as permitted by and in accordance with the terms and conditions of the Agreement following Thrive's breach hereof, or by Thrive as permitted by and in accordance with the terms and conditions of the Agreement following Client's breach hereof shall, obligate Client to pay Thrive immediately upon demand, (i) all sums then due and unpaid under the Agreement and this Service Order plus (ii) an amount equal to the fees for Recurring Monthly Services specified above in this Service Order (as such fees for Recurring Monthly Services may subsequently be changed pursuant to a change order or other amendment signed by the parties specifically referencing this Service Order) over the period commencing on the date of such termination and ending on the last day of the then current Term hereof.

BILLING

Thrive will invoice Client for one-half (50%) of the price set forth herein for the One-Time Service(s) when Thrive initiates providing such One-Time Service(s) and will invoice the remaining balance upon completion thereof; provided, however, in the case of those One-Time Service(s) the price for which is less than $2,500, Thrive will invoice Client for the entirety of such price when Thrive initiates providing such One-Time Service(s).

HOURS OF IMPLEMENTATION

If Client prefers that Thrive provide some or all of the Services outside of Thrive's Business Hours, generally Monday through Friday from 9:00AM to 5:30PM EST unless otherwise specified, to reduce downtime during working hours, off-hours rates will be billed and will result in an increase to the cost estimate.

CLIENT CREDIT STATUS

Client and the authorized representative signing on behalf of Client hereby represent and warrant to Thrive that the authorized representative understands Client's financial condition and that, to the best of his/her knowledge, Client is financially solvent and is currently paying, and expects to continue to pay, its debts and obligations as they become due.

IN WITNESS WHEREOF, the parties have caused this Service Order to be executed by their duly authorized representatives as of the date hereof.

CLIENT: City of Newburgh		**Thrive Operations LLC**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title	_____	Title:	_____
Date	_____	Date:	_____
Customer PO	_____		

Project Assumptions

- Client agrees to designate a project point of contact that will be available throughout the implementation of the solution to communicate plans to the business, approve requests, review change orders, and commit to recurring meetings.
- Client agrees to provide or act as a proxy to obtain and provide all credentials required to onboard contracted Thrive products or services
- All work requested outside of the stated project scope will be assessed as a change order and may result in additional fees. Change orders will require approval before execution by the project engineering team.
- Documentation provided to the client as part of the project scope will be produced to Thrive standards; customization of documentation content, presentation, or scope will be considered a change order and may result in additional fees or expansion of the project timeline.
- Issues arising from tasks executed within the project scope may affect completion and timelines.
- Client agrees that procurement, fulfillment, and construction logistical issues or delays can impact project delivery dates and will result in modification of the project timeline.
- To improve the end user experience, client is responsible for understanding end-user personas and must work with Thrive's project and engineering teams to develop testing scenarios to assess the impact of all implemented solutions.
- Thrive will make best efforts to mitigate unscheduled downtime; client understands that unexpected interruptions including error messages, unexpected application behavior, performance impacts, and other undocumented issues may occur as a result of completion of the project scope
- Thrive is not responsible for providing physical connectivity of installed infrastructure if that connectivity is dependent upon the extension or addition of low voltage wiring between areas such as offices, closets, rooms, floors, cubicles, cabinets, etc. Client will be responsible for mounting wireless access points in designated locations and providing required physical connectivity, including all required low voltage wiring and power needs. Additionally, Thrive will not climb ladders
- Necessary onsite power and backup power will be provided by client

Thrive Managed Server Backup Scope of Service

Thrive's Managed Backup Service provides data protection for on-premise or cloud virtual and physical Windows and Linux servers.

Service Definition
The service shall include:

- Daily backup of virtual or physical Windows or Linux servers to a local storage target provided by the Client or provided by Thrive for an additional fee.
- 30 day data retention (unless specified otherwise in the above table).
- Optional daily off-site copy of data backups to Thrive datacenter. (Requires additional storage)

Thrive Scope of Work & Deliverables

- Thrive shall configure the Managed Backup service in accordance with the services listed in the Thrive Service Order.
- Thrive shall install all required software backup agents required to provide the backup service.
- Thrive shall configure and schedule the backup jobs to be performed once daily.
- Thrive shall monitor the status of backup jobs to ensure scheduled completion and attempt to restart any failed backups.

- Thrive shall upon Client request provide file and image level recovery to the original Client server or another server on the Client network.
- 24x7 monitoring of Thrive provided NAS storage device and backup server (For Client premise backups).

Client Responsibilities

- Client acknowledges that services and fees set forth in the Service Order is based upon information that Client has provided to Thrive, including the number of servers backed up and the size of the data sets. In addition, the Client is responsible for the following:
    - Identify servers and data sets that will be backed up by the service.
    - Provide Thrive with any exclusions for backup.
    - Provide Thrive appropriate network connectivity and administrative access to on-premise equipment required to deliver support.
    - Provide a local Windows server (virtual or physical) within the Client server infrastructure and allow Thrive to install necessary software to enable backup operations, monitoring and reporting.
    - Notify Thrive of any changes in the Client's hardware, including any system configuration changes or any hardware or software upgrades, which may affect the ability to provide the Managed Backup Service.
    - Notify Thrive of any addition or removal of servers requiring backup.
    - Provide Client escalation contacts to Thrive for critical event notification.
    - Ensure that the appropriate backup software system requirements are maintained.
    - Support the local physical, logical and environmental controls including security, cooling and power for environment for any Thrive provided hardware or software.
    - Application level recovery.

Additional Terms and Conditions

Service Exclusions. Any service not explicitly included in the Service Definition above or Service Order is considered optional and may be provided under separate agreement for an additional fee.

ThriveCloud Managed Cloud Scope of Service

Service Description

ThriveCloud Managed Cloud provides fully managed Enterprise grade private cloud Infrastructure as a Service, delivering highly available compute, network, and storage resources to power the critical and demanding business applications organizations rely on. The ThriveCloud platform is built upon leading cloud hardware vendors utilizing VMware vSphere virtualization technology, enabling the provisioning and segmentation of multiple Clients on shared physical compute, network, and storage resources.

ThriveCloud Managed Cloud Service Definition

Thrive shall configure and manage the following cloud resources based on defined Client requirements as specified in the attached Service Order

- Enterprise Virtual Datacenter
- Virtual Machine Instances
- Microsoft Windows Operating System and licensing
- Storage Volumes
- Virtual Networks
- Virtual Firewall
- IP Addressing

ThriveCloud Managed Cloud Services shall include:

- Enterprise Virtual Datacenter
    - Thrive Hybrid Cloud Director Portal access
    - Managed Virtual Firewall
    - Managed Virtual Firewall Intrusion Prevention System Service
    - DDoS Protection
    - 1 Public IP address
- Virtual Machine Instances
    - Provisioning and management of virtual machine instances
    - Upgrade/downgrade of virtual machine instance compute resources
    - Installation and configuring of supported operating systems for virtual machine(s)
    - Provisioning and management of storage volumes
- Security
    - Provisioning and management of virtual firewall instance
    - Activation of virtual firewall intrusion prevention system
- Network
    - Provisioning and management of virtual networks and subnetting
    - Provisioning and management of private addressing for virtual network subnets
    - Provisioning and management of public addressing for public facing workloads and services
    - Manage dynamic and static IP allocations
    - Provisioning and management of internet connectivity.
- Monitoring and Management
    - 7x24x365 monitoring of physical and virtual resources
    - Configuration Management

Thrive Scope of Work & Deliverables

- Thrive shall provision an Enterprise Virtual Datacenter tenant within the ThriveCloud platform for each new Client.
- Thrive shall provision all Virtual Machines as specified in the Virtual Machine Specification list and add to the Client Enterprise Virtual Datacenter within hybrid Cloud Director.
- Thrive shall provision and configure a dedicated Virtual Firewall instance. Client shall specify firewall rules to be configured.
- Thrive shall enable Intrusion Prevention Service on the dedicated Virtual Firewall
- Upon completion of installation and upon Client request, Thrive will administer all changes and modifications to the ThriveCloud Managed Cloud resources and Virtual Firewall Configuration changes include such actions as:
    - Stopping and restarting virtual servers
    - Adding or removing virtual servers.

  - Changes to virtual server resources.
  - Virtual Firewall configuration or policy changes
  - Troubleshooting any previously established functionality
  - Problem, Incident, and Change Management
- Thrive shall monitor all cloud infrastructure and virtual servers.
- Thrive shall open a trouble ticket and provide initial troubleshooting upon monitoring alert notification or Client initiated service inquiry.
- Thrive shall resolve all issues through action by Thrive engineers or via dispatch of vendor support as required.
- Thrive shall provide all applicable licensing and support of all hardware, hypervisor software, and Windows Operating System.
- Storage snapshots will be taken of the Virtual Server(s) once a day. Snapshots will be retained for a minimum of 48 hours allowing for recovery of previous iterations of Client's systems if necessary and requested by the Client on a best effort basis. This is a crash consistent method and does not guarantee application functionality. Backup of Client data is not included unless specified in the Service Order.

Client Responsibilities
Client acknowledges that the scope of services and fees set forth in the Thrive Service Order is based upon information that Client has provided to Thrive. In addition, the Client is responsible for the following:

- Client shall contract for required cloud resources to meet overall infrastructure requirements. Resource overutilization will be billed by Thrive to the Client on a monthly prorated basis.
- Client shall provide the Thrive Project Manager with sufficient information and documentation necessary to properly setup, configure, install & manage the Managed Cloud service.
- Client shall provide Thrive with scheduled and emergency maintenance windows as needed for maintenance and upgrades and to install critical updates and patches.
- Client shall provide, licensing, management, and support for all applications above the Operating System layer.
- Client shall backup Client application data unless contracted for Thrive Managed Server Backup service.
- Client shall migrateapplications and data to the Managed Cloud resources. Client may contract Thrive Professional Services to perform the data migration service for an additional fee.
- Client shall provide Client escalation contacts to Thrive for service event notification.
- Client shall confirm compatibility of all 3rd party software prior to deployment into the Thrive cloud platform.
- Client shall be responsible for all Client provided software license compliance.
- Client shall be responsible for applying and keeping up to date all Windows Server critical security patch updates unless subscribed to the optional Thrive provided Managed Server Patching service.
- Client shall be responsible for installing and updating server AntiVirus protection, or equivalent server security protection, unless subscribed to Thrive provided Managed AntiVirus or Managed Endpoint Security and Response service.
- Any recover or remediation efforts performed by Thrive due to Client's failure to maintain proper security patching and server security protection, unless contracted for a Thrive provided managed server patching and managed server security service, shall be performed as best effort and billable to client.

Service Exclusions. Any service not explicitly included in the ThriveCloud Managed Cloud Service Definition above is considered optional and may be provided under separate agreement for an additional fee.

Thrive EBMS Managed FortiGate Firewall Scope of Service

Service Definition
Thrive EBMS Managed FortiGate Firewall Service provides fully managed edge security utilizing the Fortinet FortiGate Unified Threat Management platform. The service includes the physical or virtual FortiGate firewall with full monitoring and management of the firewall configuration, policies and rules.

The service shall include:

- Fortinet FortiGate firewall device(s) as indicated in the Thrive Service Order including subscriptions for optional services below where applicable
- Stateful packet filtering
- Network Address and Port Address Translation
- 10 configuration changes per month per device
- 1 DMZ
- 3 VLAN's
- FortiOS firmware updates
- Regularly scheduled review of firewall firmware and base configuration to confirm compliance with Thrive standards
- OPTIONAL add-on services
    - Intrusion Prevention Service
    - Web Filtering
    - Gateway Anti-Virus/Anti-Spyware
    - Managed Firewall High Availability Service
    - VPN Service
        - FortiClient VPN Connectivity Only
        - Split-tunnel VPN Routing Policy with networks local to FortiGate Firewall to be included by default within VPN policy
        - VPN connectivity to multiple sites supported if there is established connectivity between those sites and the site hosting the Thrive Managed FortiGate
        - SSLVPN Portal configured with default self-signed SSL certificate or Let's Encrypt SSL certificate unless certificate provided by customer
        - FortiGate will be configured to assign IP addresses to VPN clients
        - SSO and MFA (multi-factor authentication) requires Azure Active Directory integration with appropriate Azure licensing; other identity providers may require a separate change order at additional cost

Thrive Scope of Work & Deliverables

- Thrive shall configure the Managed Firewall in accordance with Client's defined requirements. Upon activation of the Managed Firewall Service, Client is responsible for confirming that the configured firewall is in accordance with Client's preferences and all appropriate and potentially impacted services are functioning as expected.
- Upon completion of installation and upon Client request, Thrive will administer all changes and modifications to the firewall rule sets and configurations. Basic configuration changes include such actions as:
    - Firewall rule set modification
    - Device firmware upgrades, configuration backup and recovery as needed

- Problem, Incident, and Change Management

- Thrive shall perform a regularly scheduled review to confirm firewall is in accordance with Thrive's documented firmware and base configuration standards
- Thrive shall be responsible for the ongoing hardware and firmware maintenance of the firewall service.
- OPTIONAL Firewall Web Filtering Service Add-on
    - If included in the Thrive Service Order, Thrive shall provide client documented Thrive standards for Web Filtering configuration. An additional one-time cost may be incurred by client if customizations to Web Filtering configurations are required.
- OPTIONAL Firewall Protection Service (Antivirus/Anti-Spyware) Add-on
    - If included in the Thrive Service Order, Thrive shall configure firewall antivirus/anti-spyware policies according to Thrive standards and cybersecurity best practices. An additional one-time cost may be incurred by client if customizations to Antivirus/Anti-Spyware configurations are required.
- OPTIONAL Firewall Based Intrusion Prevention System Add-on
    - If included in the Thrive Service Order, Thrive shall configure firewall Intrusion Prevention System policies according to Thrive standards and cybersecurity best practices. An additional one-time cost may be incurred by client if customizations to Intrusion Prevention System configurations are required.
- OPTIONAL Managed Firewall High Availability Service
    - If included in the Thrive Service Order, Thrive shall configure firewall high availability settings in accordance with Thrive standards as a means to prevent disruptions related to firewall hardware failures. If redundancy for events beyond firewall hardware failures are required additional equipment and internet connectivity may be required.
- OPTIONAL VPN Service Add-on
    - Thrive shall configure the FortiGate SSLVPN in accordance with specifications defined within the Service Definition. Customization may require a separate change order at additional cost
- Thrive is responsible for troubleshooting and resolving issues specifically related to the FortiGate SSLVPN configuration or its availability

Client Responsibilities

- Client shall provide Thrive with sufficient information and documentation necessary to properly setup, configure, install & manage the Managed Firewall Service. If Client is unable to provide information, Client may elect to have a Thrive engineer review any existing firewall configurations to gather required information for an additional fee.
- Client shall provide the Thrive Deployment Engineer with all LAN/WAN IP Schemes.
- Client shall provide Client escalation contacts to Thrive for service event notification.
- Client shall provide the appropriate space, power, and cooling for the firewall as specified by the equipment manufacturer.
- Client shall allow Thrive to install firmware upgrades, critical updates and patches based on the Thrive provided maintenance window or provide Thrive with scheduled and emergency maintenance windows as needed to install firmware upgrades, critical updates and patches.
- OPTIONAL Managed Firewall High Availability Service
    - Client is responsible for procuring any required additional network infrastructure and/or Internet connectivity to support full network redundancy
- OPTIONAL VPN Service Add-on

- Client is responsible for providing Thrive with a Fully Qualified Domain Name (FQDN) to be used as the SSLVPN portal address. If client is unable to provide a FQDN Thrive will configure SSLVPN portal address with a self-signed SSL certificate
- Client is responsible for requesting SSL certificate renewal requests within 30 days of the expiration of any SSL certificates not provided by Thrive
- Client shall be responsible for distribution and installation of the FortiClient VPN Only client to user endpoints unless endpoints managed by Thrive
- Client shall be responsible for configuring and managing 3rd party identity or authentication providers unless provider is managed by Thrive
- Client shall be responsible for troubleshooting and/or resolving issues related to 3rd party identity or authentication providers not managed by Thrive
- Client shall be responsible for troubleshooting and resolving network connectivity issues to destinations not supported by Thrive

Service Limitations

- Client acknowledges and agrees that the Managed Firewall Service constitutes only one component of an overall security program and is not a complete and comprehensive security solution.
- Firewall hardware and software platforms have vendor specified bandwidth throughput and connection limitations which are impacted by the security features selected for activation by the Client. Thrive will consult with the Client to select the appropriate firewall platform based on information provided during the initial consultation to review security requirements. Security services that are activated at the request of the Client after the initial consultation or firewall configuration that negatively impact the performance of the hardware and software are the responsibility of the Client. Thrive will work with the Client to select another firewall platform that may result in additional monthly fees.
- Service does not include the vendor management of the Internet Service Provider (ISP) or Wide Area Network (WAN) carrier.

Equipment Return. Upon termination or expiration of the Managed Firewall Service, Client shall return all hardware and software components of the firewall system provided by Thrive to Thrive at Client's expense. If Client fails to return all components of the firewall system to Thrive within 10 days after termination or expiration, Client will continue to be liable for and obligated to pay monthly recurring charges for the Managed Firewall Service.

Service Exclusions. Any service not explicitly included in the Thrive Service Order or EBMS Managed FortiGate Firewall Service Definition above is considered optional and may be provided under separate agreement for an additional fee.

Managed Server Patching Enterprise Plus Scope of Service

Managed Server Patching Enterprise Plus Service Definition
Thrive Managed Server Patching Enterprise Plus service provides automated software updates on for servers running supported versions of Microsoft Windows operating systems. The service is designed to reduce software vulnerabilities through regularly scheduled security and critical patches to meet security and compliance requirements.

The service shall include:

- Installation of Critical and Security Microsoft Windows software updates via automated patching procedures
- If requested, fixed Server OS patching schedules
- Immediate deployment of server OS patches once released by the Operating System vendor and approved for install by Thrive.
- Optional weekly meetings with Thrive to review OS patching success

- Automated remediation of failed patch installations via patch re-deployments
- Manual remediation of customer identified failed patches limited to the following efforts:
    - Scheduled Server Reboot
    - Manual Patch Installation
- Optional Alpha and Beta test groups patched before production servers.
- Patch Approval Change Control
- Standard Operating System Patching reports available through the Thrive Client Portal
    - Installed patches by device
    - Failed patches by device
    - Missing patches by device
    - Summary Patch Health Score
- **OPTIONAL 3rd Party Application Patching * Requires Thrive 3rd Party Application Patching Service***
    - Deployment of 3rd party application patches to Windows OS servers.

Thrive Scope of Work and Deliverables

- Thrive shall license and install a Remote Monitoring and Management (RMM) software agent on all contracted devices. Any discrepancy between the quantities indicated on the attached Sales Order and the network management tool will result in a billing adjustment to remediate the discrepancy.
- Thrive shall work with the Client to determine and configure the fixed patching schedule.
- Thrive shall perform automated Operating System patching and approved applications (if subscribed to Thrive 3rd Party Patching service) for all contracted servers.
- Thrive shall provide Client with access to the Thrive Client Portal to view patch status reports.

Client Responsibilities

- Client shall provide Thrive with sufficient access to IT environment to install required software agent. Client shall assist Thrive with deployment of software agent to all operating systems as required
- Client servers shall be up to date on all OS updates at time of service onboarding. If the client is more than two months behind at time of onboarding to Thrive management, an additional scope of work will be quoted (not part of the service) for a one-time service to bring all devices to current OS Patching levels before regular monthly patching can be scheduled.
- Client shall be responsible for ensuring ongoing network connectivity between agent and Thrive Management Server. Agents must be able to communicate outbound to Thrive datacenters on TCP/UDP port 5721, TCP port 443, and TCP/UDP port 3478 and to all Microsoft Windows Update servers.
- Client shall provide administrative access to operating systems for automated patch installation and patch remediation. Thrive requires a domain administrator account be made available for patch deployment.
- All client devices must have access to the Internet to download OS Updates from Microsoft servers
- Client shall make available a time window for lightweight patch scanning.
- Client shall communicate to Thrive via a service request of any adds and removals of systems in the scope of the patching service.

- If desired, Client shall make available test groups and allow Thrive to complete testing procedures before patch deployment. Beyond security updates, software publishers may also introduce new features. New features and their impact will not be included as part of testing procedures.
- Client is responsible for the licensing and day to day management of 3rd party applications (if subscribed to Thrive 3rd Party Patching service).

Service Limitations

- The Windows Operating System version must be within the manufacturer's active lifecycle.
- If a Client has Active Directory Group Policies which control Windows Updates, Thrive will need to review the policies prior to any OS patching as it could conflict with a particular module in our Patching Tool
- Thrive will attempt to remediate patches that failed to apply through Windows Update with a secondary Software Management Module. Manual patch remediation can be provided by Thrive for patches that failed the secondary remediation.
- This service includes patching for out of cycle critical patches. Thrive will work with the Client as these updates are released to apply on a mutually agreed upon window.
- SQL and Exchange Service Packs
    - Thrive will deploy Exchange and SQL updates offered from Windows Update only. Thrive will not deploy Exchange and SQL updates not offered by Windows Update.
    - Hotfixes not offered from Windows Update are out of scope of the patching service are handled as a billable project.
    - Thrive will deploy service packs as part of automated patching windows but the oversight and remediation of these service packs will require an additional project plan or services.
- If subscribed to the optional Thrive 3rd Party Patching Service, patching of third-party applications is limited by the software publishers as to what applications can be patched. If the software publisher removes support for automated patching or requires additional vendor specific licensing, the completion of those deployment will not be included in this service.

Service Exclusions. Any service not explicitly included in the Managed Server Patching Enterprise Plus Service Definition above is considered optional and may be provided under separate agreement for an additional fee.

- Operating System Upgrades (i.e., Windows Server 2016 to Windows Server 2019) are not included in the service
- Windows drivers and BIOS updates are not included in the service

Service Level Agreement (SLA)
Thrive commits to application of Windows Operating System security updates within 30 days of patch release for the approved Operating Systems defined in the Scope of Services.
If the percentage of managed systems under contract are missing security patches approved for installation within 30 days exceeds 5%, Client is eligible to receive a service prorated credit for the Patching Service MRC as follows:

Percentage of Managed Systems Unpatched - Amount of Credit
Less than 5% - None
5%-10% - 3 days prorated MRC
Greater than 10% - 5 days prorated MRC

Client SLA Requirements

- Client must provide appropriate maintenance windows for installation of approved patches.
- Client devices must be powered on during patching windows or have wake on LAN and enabled.
- Client must allow for reboots of servers during scheduled patching window
- Client must not be running any security software that may interfere with patch deployment

- Client must allow Thrive to troubleshoot patch installation if machine is problematic. During the troubleshooting process that machine will be exempt from the percentage count until patching resumes normally through the Thrive Remote Management and Monitoring platform.

General SLA Requirements

- Operating System must be within Microsoft support lifecycle and capable of receiving updates
- Operating System must be supported by Kaseya agents.
- Client Change Control and Patch Freeze windows are excluded from the 30 day SLA commitment.
- Client must request credit via a Case through the Client Portal within 30 days of SLA violation.
- All credits issued will be applied to future service billing.

Exclusions from SLA

- Managed Workstation Patching Essentials Service
- 3rd Party Application Patching

Thrive Managed Secure SD-WAN Scope of Service

Thrive Managed Secure SD-WAN Service Description

Thrive Managed Secure SD-WAN Service provides next generation, Software Defined Wide Area Network (SD-WAN) service that delivers a secure, flexible, and cost-effective solution to organizations with a distributed workforce to overcome performance limitations with legacy WAN network services. The service is built upon the FortiGate Next Generation Firewall platform which integrates advanced security and network management on a unified platform and reduces network complexity.
The service shall include:

- Installation of a FortiGate Secure SD-WAN appliance
- Configuration of SD-WAN interface, Link Health Monitoring, Performance SLA's and SD-WAN Rules
- VPN Tunnels between SD-WAN sites
- Ongoing administration of all SD-WAN configuration and policy changes.
- 24x7x365 monitoring by the Thrive Networks Operations Center.
- Client Dashboard for visibility into network and application performance metrics.

Thrive Scope of Work and Deliverables

- Thrive shall configure a SD-WAN interface on each Managed Secure SD-WAN device.
- Thrive shall configure Link Health Monitoring between remote Client locations and to public cloud endpoints.
- Thrive shall configure Performance SLA's for Client specified applications.
- Thrive shall configure SD-WAN Rules per Client specified preferences.
- Thrive shall configure and monitor the SD-WAN appliance 24x7x365 and respond to service impacting alerts
- Thrive shall administer all configuration changes and modifications upon Client request.
- Thrive shall configure a Client dashboard and provide login credentials to the Client
- Thrive shall configure scheduling of standard report generation to be emailed to Client specified contacts or distribution list

- If subscribed to the optional Thrive Managed ISP Service or Thrive Managed WAN Service, Thrive shall monitor the Client provided network service at the locations specified by the Client. Thrive shall, on the Client's behalf, open tickets with the Network Service Provider and troubleshoot issues to isolate and resolve Internet and WAN connectivity issues.

Client Responsibilities

- Client shall provide Thrive a list of all current business applications accessed by remote branches
- Client shall provide application performance requirements related to latency, packet loss, and jitter for each specified application requiring performance-based WAN path selection
- Client shall provide Thrive with SD-WAN Rule policies and Rule priority for each specified application requiring performance and/or cost-based policies.
- If Thrive is not provided with the above information the device will be configured to Thrive's SD-WAN Best Practices.
- Client shall provide scheduled and emergency maintenance windows as required to perform any required firmware updates to the Secure SD-WAN appliance
- If subscribed to the optional Managed WAN Service or Managed ISP Service, Thrive may require Client to execute a letter of authorization in which Client authorizes Thrive to open trouble tickets and make service inquiries with Client's Network Service Provider(s).

Additional Terms and Conditions

Service Exclusions. Any service not explicitly included in the Managed Secure SD-WAN Service Definition and Thrive Scope of Work and Deliverables sections above is considered optional and may be provided under separate agreement for an additional fee.

Thrive Managed Internet Service Provider Scope of Service

Thrive Managed Internet Service Provider (ISP) Service Definition

Thrive Managed Internet Service Provider (ISP) service provides monitoring and vendor management for Client provided Internet bandwidth services.
The service shall include:

- 24x7x365 monitoring of Client provided Internet service for up/down status
- Initial triage of monitoring alerts by Thrive Network Operations Center
- Creation and escalation of trouble ticket with ISP vendor for service outages
- Verification of service restoral and vendor resolution

Thrive Scope of Work and Deliverables

- Thrive shall monitor all contracted Client provided ISP services. The Thrive monitoring system will detect ISP outages and create an alert in Thrive's service automation and ticketing platform.
- Thrive shall troubleshoot alerted events to isolate and attempt to resolve any internet connectivity issues within Thrive's direct control
- Thrive shall contact ISP vendor support and open a trouble ticket with the service provider for events related to the Client provided ISP service
- Thrive shall escalate trouble tickets/service issues with the ISP as required
- If requested, Thrive can create a response protocol to notify the Client of ISP service outages.
- Thrive shall verify service restoral after ISP resolution of service outage

Client Responsibilities

- Provide Thrive with accurate ISP vendor listing and associated vendor support contact information

- Thrive may require Client to execute a letter of authorization in which Client authorizes Thrive to contact applicable vendors to request services from such vendors or to make inquiries. Client's failure to provide Thrive with a letter of authorization in a timely manner may result in the delay in the provisioning of vendor management services hereunder.

Service Exclusions. Any service not explicitly included in the Managed ISP Service Definition or Thrive Scope of Work and Deliverables sections above is considered optional and may be provided under a separate agreement for an additional fee.

Microsoft Customer Agreement

To the extent Customer will receive Microsoft Office 365 or Azure cloud services from Microsoft, Client agrees to abide by the terms and conditions of the Microsoft Customer Agreement as set forth at the following location:
http://thrivenextgen.com/mscustomeragreement

Thrive is providing licensing for specific Microsoft products. Client is responsible for all application-level administration unless Thrive is explicitly contracted for application-level support in the Service Order or as a separate Project.

Side-by-Side Server Upgrade Scope of Service

Service Description

- Thrive will perform a side-by-side upgrade of Windows Server to a supported version.

Service Definition

The service shall include:

- Side-by-Side upgrade of Windows Server to the latest supported version.

Thrive will stand up a new windows environment to stand alongside to stand alongside the existing environment for the duration of time required for the upgrade.

Thrive Scope of Work & Deliverables

- Thrive to stand up new Windows Server on the latest operating system version available.
- Thrive to assist in migrating native Windows Roles between old and new server.
- Thrive to provide next-day support during regular business hours to ensure a successful migration.

Client Responsibilities

- Client will need enough available resources to run both the old and new server environment simultaneously.
- Client will need to provide or procure Windows Server Licensing
    - Unless licensing is being provided by Thrive.
- Client to provide or procure any additional software licensing.
- Third party applications will require vendor and application support.
- Client will be responsible for testing and confirming application and service functionality after migration.
- Client to provide full administrative access to all servers in scope for upgrade.

Service Limitations

Service Limitations Include:

- Thrive is not responsible for confirming compatibility of applications with new operating systems.
- Thrive recommends active support contracts with application vendors.
    - Thrive cannot provide application-level support for issues related to an operating system upgrade.
- Thrive is not responsible for upgrading the SQL Server version without an additional scope.

- Thrive recommends active support contracts with application vendors for all databases.
    - Thrive cannot provide support for SQL/application-level issues related to an operating system upgrade.

Service Exclusions.

- Not all side-by-side upgrades can be guaranteed successful. Thrive reserves the right to propose an alternative migration method based on actual outcomes.
- Additional fees may be required related to installed application updates.

Thrive Equipment Based Managed Service Scope of Service

Service Definition
Thrive Equipment Based Managed Service provides fully managed, Thrive-provided IT infrastructure, including servers, network switches and wireless access points. The service includes a physical device with 24x7x365 monitoring and ongoing management of the device by the Thrive Network Operations Center.

The service shall include:

- Hardware devices as specified in the Thrive Service Order
- 7x24x365 monitoring of all subscribed devices
- Remote troubleshooting and remediation upon monitoring alert or Client reported issue
- Administration of changes and modifications to device configurations

Thrive Scope of Work and Deliverables

- Thrive shall procure, install, and configure the device(s) as specified in the Thrive Service Order.
- Thrive shall monitor all deployed Equipment Based Managed Service devices to identify potential performance or service impacting issues. In the event an issue is identified, Thrives' Network Operations will be notified by the monitoring system to initiate remote diagnosis and troubleshooting of the issue.
- Thrive shall configure all contracted servers with Microsoft Hyper-V virtualization to include two virtual guests. Additional guests can be licensed and managed for an additional fee.
- Thrive shall administer all configuration changes and modifications to the devices and systems.
- Thrive shall be responsible for ongoing firmware maintenance upgrades
- Thrive shall provide onsite dispatch for physical hands-on troubleshooting as part of escalation support once deemed necessary by Thrive. Thrive may dispatch a contracted resource based on requirements such as location, technical skillset, timing, etc.

Client Responsibilities

- Client shall provide appropriate space, power, cooling, and physical security for all Thrive devices as specified by the equipment manufacturer.
- Client shall allow Thrive to install device firmware upgrades and critical updates based on the Thrive provided maintenance window or choose to defer till the next Thrive provided maintenance window
- All Client provided software must be genuine and properly licensed, if applicable. The Client is solely responsible for ensuring Client-provided software licensing is compliant.

- Client shall make best effort to provide Thrive with resources necessary to direct ship network devices for Zero Touch installations; this may require providing Thrive with serial numbers as well as unpackaging, powering and providing network connectivity to shipped devices
- Client shall provide Client escalation contacts to Thrive for service event notification.

Service Exclusions. Any service not explicitly included in the Managed Equipment Based Managed Service Definition or Thrive Scope of Work and Deliverables sections above is considered optional and may be provided under separate agreement for an additional fee.
Equipment Return. Upon termination or expiration of the Managed Equipment Based Managed Service, Client shall return all hardware and software components provided by Thrive to Thrive at Client's expense. If Client fails to return any components to Thrive within thirty (30) days after service termination or expiration, Client will continue to be liable for and obligated to pay monthly recurring charges for the Managed Equipment Based Managed Service.

Thrive Managed Detection and Response Essentials Scope of Service

Thrive Managed Detection and Response Essentials Service Definition
Thrive's Managed Detection and Response (MDR) Essentials Service combines powerful Detection and Response Services with Security Incident and Event Management (SIEM), proactive oversight by a Global 24x7x365 SOC, and an automation AI platform powered by ServiceNow with Security Orchestration, Automation & Response (SOAR) technologies to provide the most advanced protection against cyber threats targeted at core infrastructure.
When a security event is raised by the platform, an Incident is created, and analysis and triage is performed by the Thrive Security Operations Center.

Our security professionals collaborate with your internal teams to quickly respond to security incidents of all complexity levels. This collaboration helps to remediate and neutralize threats and thoroughly investigate their root causes, while we continuously tune our detection rules to improve your security posture and increase visibility into potential threats more quickly.

When a suspicious incident is detected, pre-planned, automated responses are initiated to drastically reduce the time to respond to critical incidents. Analysis and triage are then performed by the 24x7x365 Thrive Security Operations Center (SOC) team of certified security experts to determine the threat risk and the appropriate actions to remediate or mitigate the threat.

Remediation service is dependent on the ultimate source of the event and the management level Thrive has for the affected device or system or platform.

The service shall include:

- Implementation of dedicated MDR tenant and MDR log and data collectors
- 7x24x365 log collection and security monitoring from network devices, servers, and supported cloud platforms.
- Security monitoring of supported Software as a Service (SaaS) platforms based on available platform metrics
- Alerting and notification on legitimate security Incidents and events
- Ongoing alert optimization
- Allowance of 10 Events Per Second (EPS) per logged device or SaaS application
- Remediation or remediation guidance from Thrive on actionable security and performance events
- 90 Day log retention. Extended retention is available for additional. fee.
- Quarterly security event review meetings upon request
- Security Incident Dashboard
- Monthly reporting through the Thrive Client Portal
- Configuration backup of supported network devices

Thrive Scope of Work and Deliverables

- Thrive shall deploy and configure a secure dedicated MDR tenant.
- Thrive shall configure the required MDR collector(s) on Client premises or hosted cloud environment. A minimum of one virtual collector is required either inside the customer network or on a cloud server.
- Thrive shall provide guidance on device protocol configuration including SNMP, WMI, and OMI best practices.
- Thrive shall provide and install an Advanced Telemetry Agent for each Windows or Linux server subscribed to the Managed Detection and Response Windows/Linux Telemetry Agent service and provide agent installation guidance for servers not directly managed by Thrive.
- Thrive shall provide an allowance of ten (10) Events Per Second (EPS) per server or SaaS application. The total EPS allowance is determined by the number of devices and applications subscribed to for log collection and is aggregated per MDR tenant. Additional EPS can be purchased if log events exceed EPS allowance. Events Per Second is defined as the number of logs collected per second by the MDR platform.
- Thrive shall provide 24x7x365 Security Monitoring. Thrive will analyze and assess each Incident created by the MDR platform and assign a severity level to the Incident.
- Response times and methods of notification by the Thrive Security Operations Center are defined as follows:
    - **Severity Level High**
        - **Severity Level Criteria:** High likelihood of a security breach or attempted breach in progress
        - **Initial Response:** Within 15 mins of Incident analysis
        - **Method of Notification:** Telephone and Incident ticket via email
    - **Severity Level Medium**
        - **Severity Level Criteria:** Multiple blocked non-impacting attempts or abnormal user behavior
        - **Initial Response:** Within 4 hours of Incident analysis
        - **Method of Notification:** Incident ticket via email
    - **Severity Level Low**
        - **Severity Level Criteria:** Single non-impacting event
        - **Initial Response:** Within 24 hours of Incident analysis
        - **Method of Notification:** Incident ticket via email
- Thrive shall provide review of log volume and log collection and implement event filtering as required.
- Thrive shall provide alerting and notification on legitimate security events. Events will be grouped by severity. Thrive shall configure email alert notifications to customer defined email recipients and/or distributions lists.
- Thrive shall escalate High severity alerts to the Client via email and/or telephone notification and provide remediation guidance.
- Thrive shall provide quarterly security event review meetings including log source analysis (upon request).
- Thrive shall configure Security Incident Dashboards
- Thrive shall provide monthly security reports through the Thrive Client Portal.
- Thrive shall provide basic network device configuration backup.
- Thrive shall provide a Post Incident Report after the resolution of true positive security incidents that includes, to the best of Thrive's ability, the incident cause, impact, timeline, and recommendations.

- Thrive shall provide threat remediation for all devices and SaaS applications contracted for Thrive Managed Services. Remediation is dependent on the ultimate source of the event and the access Thrive has to the impacted system(s). Thrive shall provide remediation guidance to the Client for any impacted system(s) not contracted for Thrive Managed Services.
- Remediation shall be defined as:
    - Firewall
        - Updates to access rules
        - Updates to security services configuration
            - Geo-IP Filters
            - IPS/IDS Updates
            - Gateway Antivirus
        - Updates to firmware
    - Servers
        - Windows Operating Systems Updates
        - Recommendations for Authentication improvements
        - Server Hardening Consulting
    - Networking (Wired and Wireless)
        - Firmware updates
        - Access rule updates
        - Additional log configurations
        - Recommendations for intra-vlan segmentation
    - SaaS Applications
        - Account deactivation
        - Account modification
        - Application modification
    - Notifications for end users who may have been compromised while protected by MDR service.

Client Responsibilities

- Client shall provide Thrive with the list of devices and network diagram for log collection and CMDB discovery of devices.
- Client shall provide the virtual resources below to install the network collector at each location. Optionally, Thrive can provide a cloud based network collector for an additional fee. Client shall provide the Thrive team with administrative access to the environment to install the virtual collector or provide assistance to Thrive to install the software. Each network collector requires a minimum of:
    - 8GB Memory
    - 8 vCPU
    - 125 GB storage volume
- Client shall provide Thrive appropriate connectivity and administrative access to devices and applications that are required to deliver support or, provide technical assistance to Thrive to install the any required software or agent.

- Client shall configure endpoint devices for discovery. If devices are managed under Thrive Managed Infrastructure Services, Thrive will provide configuration service on covered devices.
- Client shall notify Thrive prior to making any changes to the devices that Thrive is collecting log data that may impact log collection , including external IP address changes which will prevent logs from being accepted by the Thrive Security Platform.
- Client shall advise Thrive on any addition or removal of devices that require log collection.
- Client shall configure any firewalls not managed by Thrive with the necessary network protocols to allow the network collector to communicate with the Thrive Security and Performance Monitoring Platform.
- Client shall provide escalation contacts to Thrive for high severity event notification. These are currently limited to email and phone-based escalation communication. Client is responsible for notifying Thrive of any changes to the escalation contact information.
- For Windows server log collection, Client shall provide Thrive with a Windows Domain Admin account for WMI monitoring.
- For network device log collection, such as switches, routers and firewalls, Client shall provide the necessary SNMP community strings and SSH access for monitoring and the client will be responsible for any SNMP configuration on their devices such as configuring a trusted SNMP host.
- Client shall be responsible for site network connectivity to ensure collector can transmit data to the Thrive MDR Platform.

Service Limitations

- Service includes up to three network collectors to be deployed at the customer premises for data and log collection. Additional network collectors can be provided for an additional monthly service fee.
- Service Includes up to 5 VPN connections from network collector(s) to remote locations for log collection. Additional VPN connections may be added for an additional monthly service fee.
- Thrive will monitor ports on switches designated by Client to be critical ports such as ports for Wide Area Network (WAN) links, servers, network devices, etc.
- Network collector virtual resources provided by Client must be on supported version of VMWare or Hyper-V

Service Exclusions. Any service not explicitly included in the Managed Detection and Response Essentials Service Definition above is considered optional and may be provided under separate agreement for an additional fee.

RESOLUTION NO.: 115 - 2024

OF

MAY 28, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM THE UNITED STATES DEPARMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE UNDER THE 2024 BULLETPROOF VEST PARTNERSHIP IN THE AMOUNT OF $10,200.00 WITH A FIFTY PERCENT MATCH TO BE PAID OUT OF POLICE FUNDS

WHEREAS, the City of Newburgh Police Department has advised that grant funding is available from the United States Department of Justice Bureau of Justice Assistance under the Bulletproof Vest Partnership FY 2024 covering the period April 1, 2024 through August 31, 2026; and

WHEREAS, the Partnership was created by the Bulletproof Vest Partnership Grant Act of 1998; and

WHEREAS, this initiative is designed to provide a critical resource for state and local jurisdictions that saves lives; and

WHEREAS, funding is requested for 12 vests at a total cost of $10,200.00 and a fifty (50%) percent match in the amount of $5,100.00 is to be paid out of Police funds A.3120.0417; and

WHEREAS, this Council has determined that applying for and accepting such grant if awarded is in the best interests of the City of Newburgh and for the safety of City of Newburgh Police Officers;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to apply for and accept if awarded a grant from the Bureau of Justice Assistance under the 2024 Bulletproof Vest Partnership in the amount of $10,200.00, with a fifty (50%) percent match to be paid out of Police funds; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: 116 - 2024

OF

MAY 28, 2024

A RESOLUTION OPENING A 30-DAY PUBLIC COMMENT PERIOD AND SCHEDULING A PUBLIC HEARING FOR JUNE 10, 2024 TO HEAR PUBLIC COMMENT REGARDING THE HOUSING AND COMMUNITY DEVELOPMENT NEEDS OF THE CITY OF NEWBURGH AND TO HEAR PUBLIC COMMENT ON THE CITY OF NEWBURGH'S PROPOSED ACTIONS CONCERNING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE 2025-2029 FIVE YEAR CONSOLIDATED PLAN AND FISCAL YEAR 2025 ANNUAL ACTION PLAN

WHEREAS, the City of Newburgh is preparing a new five-year Consolidated Housing and Community Development Strategy and Plan for the 2025-2029 five-year period in accordance with the planning requirements of the Housing and Community Development Act of 1974 and applicable regulations; and

WHEREAS, the City also is preparing a one-year Annual Action Plan for FY 2025 in order to implement various elements of the strategies that will be identified in its new 2025-2029 Five Year Consolidated Plan and must satisfy all statutory requirements, including those related to citizen participation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the time for citizen participation is commenced by opening a 30-day period beginning on June 11, 2024 and closing on July 11, 2024 to receive public comment on the City of Newburgh's proposed Community Development Block Grant Program 2025-2029 Five Year Consolidated Plan and proposed actions with respect to the FY 2025 Annual Action Plan; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that there is scheduled a public hearing to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program 2025-2029 Five Year Consolidated Plan and proposed actions with respect to the FY 2025 Annual Action Plan; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 10th day of June, 2024 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York.

Community Development Block Grant ("CDBG") 5-Year Consolidated Plan

(including FY2025 Annual Action Plan)

Department of Planning & Development

June, 2024

EQUAL HOUSING OPPORTUNITY

City of Newburgh City Council:

Torrance Harvey, Mayor
Giselle Martinez, Ward 1
Ramona Monteverde, Ward 2
Robert Sklarz, Ward 3
Patty Sofokles, Ward 4
Robert McLymore, Sr, At-Large
Omari Shakur, At-Large

EQUAL HOUSING OPPORTUNITY

Review: What do we mean when we talk about Community Development?

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

"Community development can be understood as a planned effort to build assets that increase the capacity of residents to improve their quality of life."

- Green, G. and Haines, A. (2008). Asset Building and Community Development. Thousand Oaks: Sage Publications, Inc.

EQUAL HOUSING OPPORTUNITY

City of Newburgh Community Development Goals - Refresher

- Economic Development without Displacement.
- Enhance outreach and communications with the community.
- Support a climate that values diversity, rewards independence, nourishes creativity, and brings all of us together.

Successful community building requires reestablishing trust, which takes time, patience, outreach and communication.

EQUAL HOUSING OPPORTUNITY



“CDBG” - Brief Primer

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)
- Allocated to local and state governments on a formula basis.
- The City of Newburgh is under the Orange County Consortium (Orange County, City of Newburgh, City of Middletown).
- The City of Newburgh is required to prepare and submit a Consolidated Plan that establishes goals for the use of CDBG funds. The new City of Newburgh Consolidated Plan: FY2025 - 2029
- Projects MUST be consistent with national priorities for CDBG:
  - Activities that benefit low- and moderate-income people;
  - The prevention or elimination of slums or blight; or
  - Community development activities to address an urgent threat to health or safety.

EQUAL HOUSING OPPORTUNITY

City of Newburgh CDBG
FY2025 – 2029 Consolidated Plan

The Consolidated Plan, or the “Con Plan” or “Five-Year Plan,” is designed to help states and local jurisdictions assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions.

EQUAL HOUSING OPPORTUNITY

City of Newburgh CDBG
FY2025 - 2029 Consolidated Plan

The Consolidated Plan Goals are Identified from the Priority Needs in the City of Newburgh.



EQUAL HOUSING OPPORTUNITY

City of Newburgh CDBG
FY2025 - 2029 Consolidated Plan

Priority Needs Identified through (examples):

- 20 Community Outreach Meetings
- Two (2) Public Hearings
- Two (2) 30-Day Public Comment Periods



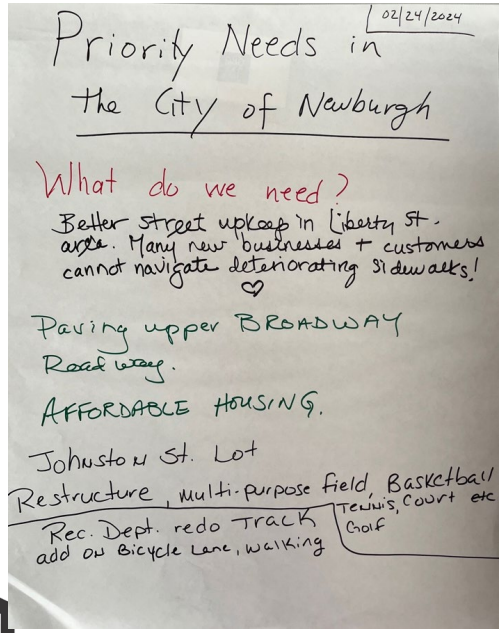


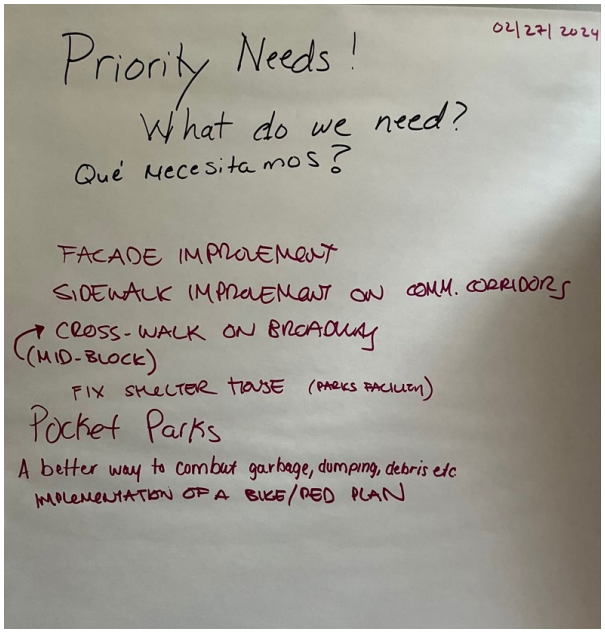


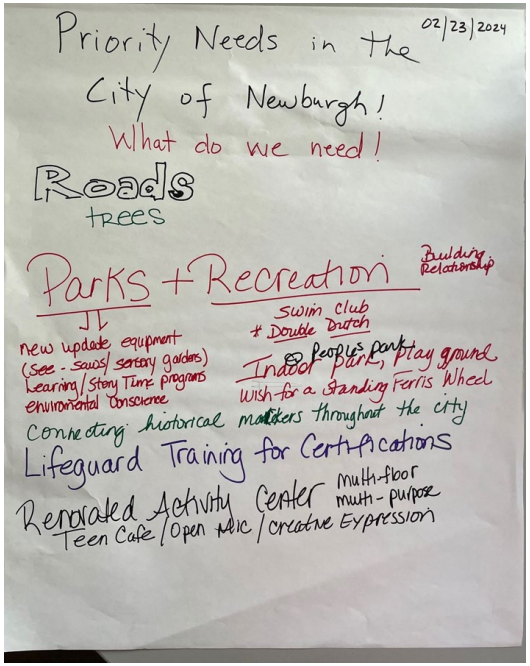
EQUAL HOUSING OPPORTUNITY

City of Newburgh CDBG
FY2025 - 2029 Consolidated Plan

Some of the comments from the 2024 Community Outreach Meetings







EQUAL HOUSING OPPORTUNITY

City of Newburgh CDBG
FY2025 – 2029 Consolidated Plan

*The FY2025 - 2029 Consolidated Plan will provide the City of Newburgh with **five years** of funding to support priority needs projects.*

EQUAL HOUSING OPPORTUNITY

City of Newburgh FY2025 - 2029 Consolidated Plan Priority Needs:

- Infrastructure Improvements
- Economic Development
- Quality of Life
- Housing

EQUAL HOUSING OPPORTUNITY

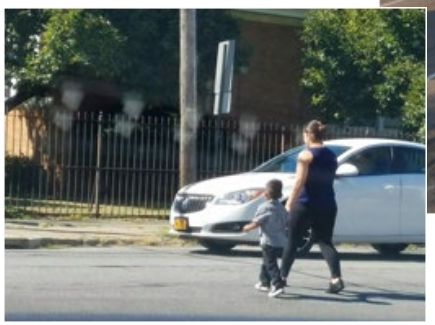
City of Newburgh FY2025 - 2029 Consolidated Plan:

Priority Need: Infrastructure Improvements

Project Examples:

- "Complete Streets" Safe Access Upgrades (ex. Bikes, Pedestrians, Motorists)
- Drinking Water Protections
- Sewer Upgrades





EQUAL HOUSING OPPORTUNITY

City of Newburgh FY2025 - 2029 Consolidated Plan:

Priority Need: Economic Development

Project Examples:

- Business Sign/Façade Program
- Workforce Development Assistance









EQUAL HOUSING OPPORTUNITY

City of Newburgh FY2025 - 2029 Consolidated Plan:

Priority Need: Quality of Life Improvements

Project Examples:

- Park Improvements
- Summer Children's Film Festival





EQUAL HOUSING OPPORTUNITY

City of Newburgh FY2025 - 2029 Consolidated Plan Goals:

Priority Need: Housing

Project Example:

- In Rem Property Program
- Homeowner Assistance Program, Coordinated through a City of Newburgh Housing Partner

EQUAL HOUSING OPPORTUNITY

City of Newburgh FY2025 - 2029 Consolidated Plan Timeline



FY2025 - 2029 Consolidated Plan Timeline

EQUAL HOUSING OPPORTUNITY

Community Development Block Grant ("CDBG")

Proposed FY2025 Annual Action Plan*

Department of Planning & Development

June, 2024

EQUAL HOUSING OPPORTUNITY

*Pending federal budget approval

City of Newburgh FY2025 Annual Action Plan (AAP)

The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.

EQUAL HOUSING OPPORTUNITY

Proposed FY2025 CDBG Projects/Funding

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding
Projects Funded through Entitlement Grant				
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	$190,000.00
	Housing	Housing	Homeowner Assistance Repair Progam Managed by City of Newburgh Subrecipient. (Funding to be increased as needed)	$25,000.00
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	$230,000.00
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.	$170,000.00
	Economic Development	Economic Development	Economic Development Activities. Examples of activities include a business sign pilot project.	$25,000.00
	Quality of Life Improvements	Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval)**.**	$15,000.00
		Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: City of Newburgh Community Outreach Activities (Police/Fire Cadet Youth Program)	$10,000.00
		Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: Workforce On-the Job-Training (Activities Subject to City of Newburgh operational approval).	$10,000.00
	Administration	Administration	**Administration Subject to 20% Annual Allocation Cap.** Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	$155,000.00
			Proposed Total FY2025 Allocation	$830,000.00

EQUAL HOUSING OPPORTUNITY

Contingency Funding

If the actual annual allocation amount exceeds the proposed estimate, the project budgets will increase by:

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding	% Project increase, if HUD allocation greater than proposed (approx.)
Projects Funded through Entitlement Grant					
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	$190,000.00	No Change
	Housing	Housing	Homeowner Assistance Repair Progam Managed by City of Newburgh Subrecipient. (Funding to be increased as needed)	$25,000.00	30%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	$230,000.00	30%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.	$170,000.00	20%
	Economic Development	Economic Development	Economic Development Activities. Examples of activities include a business sign pilot project.	$25,000.00	No Change
	Quality of Life Improvements	Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval).	$15,000.00	5%
		Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: City of Newburgh Community Outreach Activities (Police/Fire Cadet Youth Program)	$10,000.00	5%
		Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: Workforce On-the Job-Training (Activities Subject to City of Newburgh operational approval).	$10,000.00	10%
	Administration	Administration	**Administration Subject to 20% Annual Allocation Cap.** Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	$155,000.00	No Change
			Proposed Total FY2025 Allocation	$830,000.00	

EQUAL HOUSING OPPORTUNITY

Contingency Funding

If the actual annual allocation amount is less than the proposed estimate, the project budgets will decrease by:

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding	% Project decrease, if HUD allocation less than proposed (approx.)
Projects Funded through Entitlement Grant					
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	$190,000.00	10%
	Housing	Housing	Homeowner Assistance Repair Progam Managed by City of Newburgh Subrecipient. (Funding to be increased as needed)	$25,000.00	10%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	$230,000.00	20%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.	$170,000.00	10%
	Economic Development	Economic Development	Economic Development Activities. Examples of activities include a business sign pilot project.	$25,000.00	10%
	Quality of Life Improvements	Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval).	$15,000.00	10%
		Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: City of Newburgh Community Outreach Activities (Police/Fire Cadet Youth Program)	$10,000.00	10%
		Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: Workforce On-the Job-Training (Activities Subject to City of Newburgh operational approval).	$10,000.00	10%
	Administration	Administration	**Administration Subject to 20% Annual Allocation Cap.** Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	$155,000.00	10%
			Proposed Total FY2025 Allocation	$830,000.00	

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Project:	Housing	
Activities:	In Rem Property Project	$190,000.00
	Homeowner Assistance	$25,000.00

Summary

- Continued funding for the In Rem program, including the salaries for 3 fulltime employees (2 DPW employees and the Economic Development Specialist), In Rem property program supplies, such as paint, plywood, In Rem Training.
- Funding to support City of Newburgh Housing Partner Homeowner Assistance Program.

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In Rem Property Program Highlights

- Staffed by 2 full-time Department of Public Works employees and 1 employee of the Planning & Development Department dedicated to the in rem program.

- Provides maintenance and security of vacant properties. Keeps properties habitable, neighborhoods looking good, maintains/increases property values.

The Housing and Community Development Act of 1992 authorizes activities necessary to make essential repairs and payment of operating expenses needed to maintain the habitability of housing units acquired through tax foreclosure proceedings in order to prevent abandonment and deterioration of such housing in primarily low- and moderate-income neighborhoods.



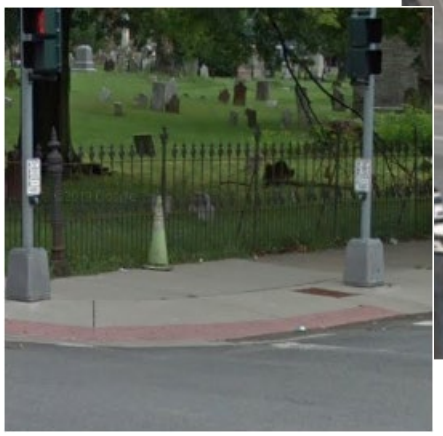
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Project: Infrastructure Improvements
Budget: $230,000.00

Summary

Examples of projects may include:

- “Complete Streets” Safe Access Upgrades
- Sidewalk improvements





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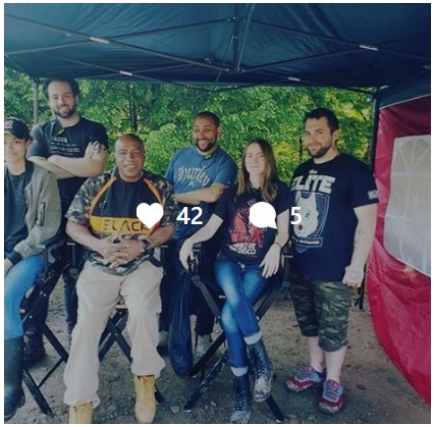
Project: Economic Development
Budget: $25,000.00



Summary

Examples of projects may include:

- Business Signage



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Project: Park Improvements
Budget: $170,000.00



Summary

Examples of projects may include:

- Playground equipment improvements/upgrades
- Fencing









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Project: Community Policing/Neighborhood Services
Budget: $30,000.00

Summary

Examples of Projects may include:

- 2020 Children's Summer Film Festival







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Project: Administration
Project Funding: $155,000.00



Summary

Funding to include salary and benefits for Director of Community Development, Business Mailings, Supplies and Program Administration/Training/Conference.

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FY2025 CDBG AAP Timeline



FY 2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE

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Subvención en Bloque para el Desarrollo Comunitario ("CDBG")

Plan Consolidado de 5 Años

(Incluido el Plan de Acción Anual del Año Fiscal 2025)

Departamento de Planificación y Desarrollo

Junio, 2024

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Ayuntamiento de la Ciudad de Newburgh:

Torrance Harvey, Alcalde
Giselle Martinez, Distrito Electoral 1
Ramona Monteverde, Distrito Electoral 2
Robert Sklarz, Distrito Electoral 3
Patty Sofokles, Distrito Electoral 4
Robert McLymore, Sr, En-General
Omari Shakur, En-General

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Análisis: ¿Qué queremos decir cuando hablamos de Desarrollo Comunitario?

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

"El desarrollo comunitario puede entenderse como un esfuerzo planificado para construir activos que aumenten la capacidad de los residentes para mejorar su calidad de vida".

- Green, G. and Haines, A. (2008). Construcción de Activos y Desarrollo Comunitario. Thousand Oaks: Sage Publications, Inc.

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Objetivos de Desarrollo Comunitario de la Ciudad de Newburgh - Actualización

- Desarrollo Económico sin Desplazamiento.
- Mejorar la divulgación y las comunicaciones con la comunidad.
- Apoyar un clima que valora la diversidad, premia la independencia, nutre la creatividad y nos une a todos.

La construcción comunitaria exitosa requiere restablecer la confianza, lo que requiere tiempo, paciencia, alcance y comunicación.

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“CDBG” - Breve Introducción

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Subvención en Bloque para el Desarrollo Comunitario (CDBG, por sus siglas en inglés) - Administrada por el Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD, por sus siglas en inglés)

- Asignados a los gobiernos locales y estatales sobre la base de una fórmula.

- La Ciudad de Newburgh está bajo el Consorcio del Condado de Orange (Condado de Orange, Ciudad de Newburgh, Ciudad de Middletown).

- La ciudad de Newburgh está obligada a preparar y presentar un Plan Consolidado que establece metas para el uso de los fondos CDBG. El nuevo Plan Consolidado de la Ciudad de Newburgh: FY2025 - 2029

- Los proyectos deben ser coherentes con las prioridades nacionales para CDBG:
  - Actividades que benefician a personas de ingresos bajos y moderados;
  - La prevención o eliminación de los barrios marginales o el deterioro; o
  - Actividades de desarrollo comunitario para hacer frente a una amenaza urgente para la salud o la seguridad.

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Plan consolidado CDBG AF2025 – 2029 de la Ciudad de Newburgh

El Plan Consolidado, o el "Plan Con" o "Plan Quinquenal", está diseñado para ayudar a los estados y jurisdicciones locales a evaluar sus necesidades de vivienda asequible y desarrollo comunitario y las condiciones del mercado, y para tomar decisiones de inversión basadas en datos y basadas en el lugar.

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Ciudad de Newburgh CDBG AF2025 - 2029 Plan Consolidado

Los Objetivos del Plan Consolidado se identifican a partir de las Necesidades Prioritarias en la Ciudad de Newburgh.



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Ciudad de Newburgh CDBG
AF2025 - 2029 Plan Consolidado

Necesidades prioritarias identificadas a través de (ejemplos):

- 20 Reuniones de Alcance Comunitario
- Dos (2) Audiencias Públicas
- Dos (2) Períodos de Comentarios Públicos



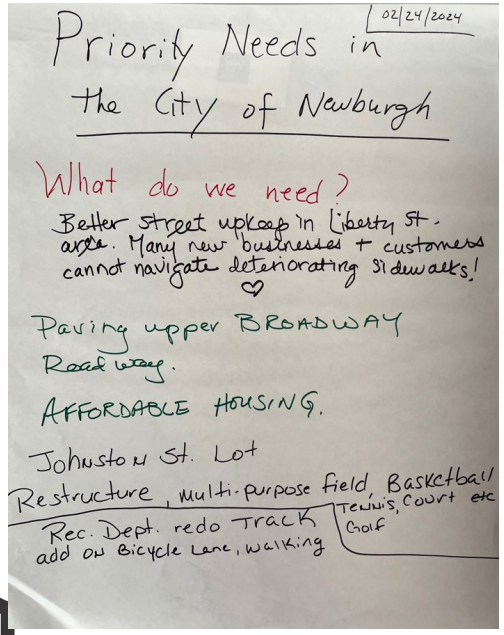


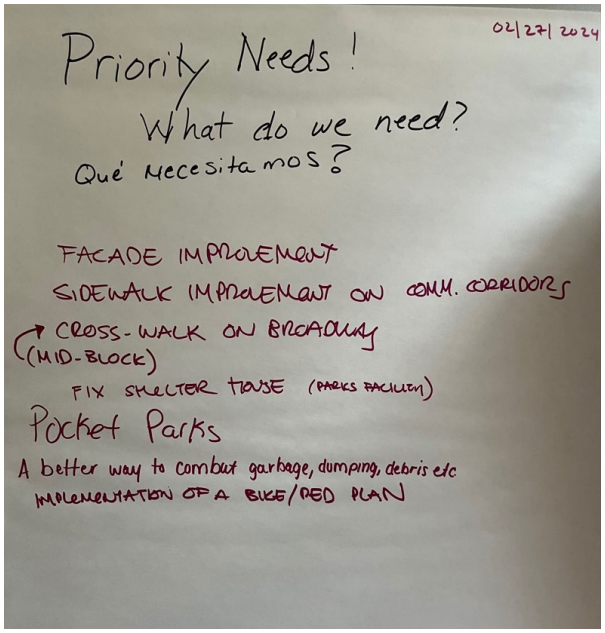


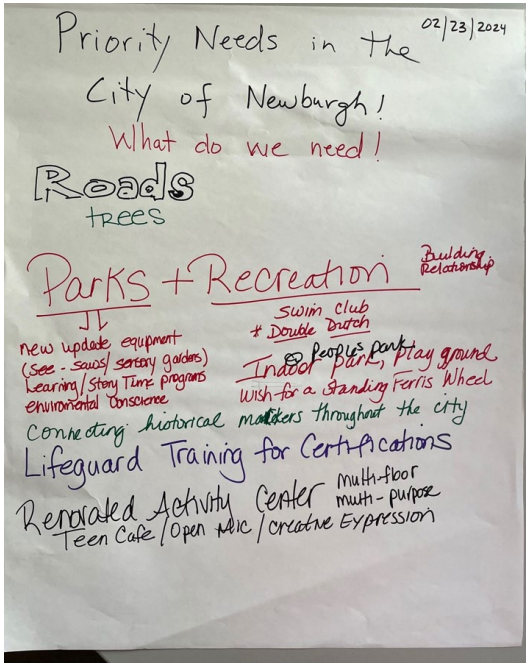
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Ciudad de Newburgh CDBG AF2025 - 2029 Plan Consolidado

Algunos de los comentarios de las Reuniones de Alcance Comunitario 2024







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Ciudad de Newburgh CDBG
AF2025 - 2029 Plan Consolidado

*El Plan Consolidado para el año fiscal 2025 - 2029 proporcionará a la Ciudad de Newburgh **cinco años** de financiación para apoyar proyectos de necesidades prioritarias.*

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Ciudad de Newburgh FY2025 - 2029
Necesidades Prioritarias del Plan Consolidado:

- Mejoras de Infraestructura
- Económico
- Calidad de Vida
- Vivienda

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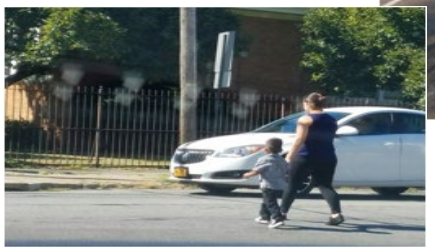
Ciudad de Newburgh AF2025 - 2029 Plan Consolidado:

Necesidad prioritaria: Mejoras en la infraestructura

Ejemplos de Proyectos:

- "Calles completas" Mejoras de acceso seguro (por ejemplo, bicicletas, peatones, automovilistas)
- Protección de agua potable
- Mejoras en el alcantarillado





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Ciudad de Newburgh AF2025 - 2029 Plan Consolidado:

Necesidad prioritaria: Desarrollo Económico

Ejemplos de Proyectos:

- Programa de Letreros Comerciales/ Fachada
- Asistencia para el Desarrollo de la Fuerza Laboral









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Ciudad de Newburgh AF2025 - 2029 Plan Consolidado:

Necesidad Prioritaria: Mejoras en la Calidad de Vida

Ejemplos de Proyectors:

- Mejoras en los Parques
- Festival de Cine Infantil de Verano





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Ciudad de Newburgh AF2025 - 2029 Objetivos del Plan Consolidado:

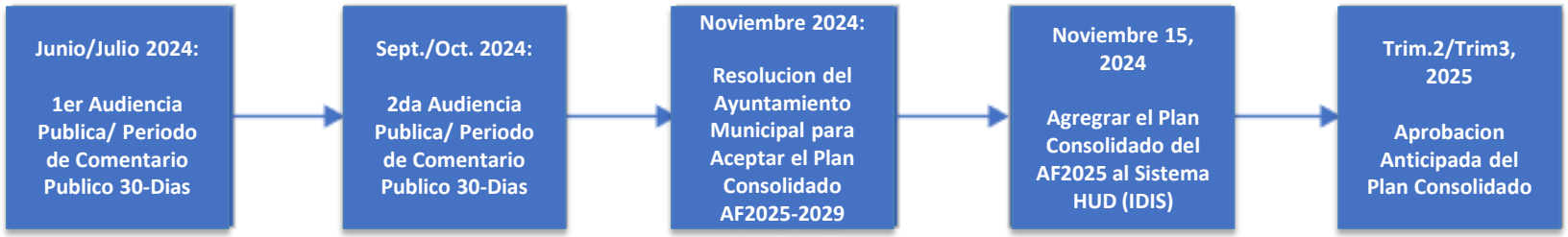
Necesidad Prioritaria: Vivienda

Ejemplos de Proyecto:

- Programa de Propiedades REM
- Programa de Asistencia para Propietarios de Viviendas, coordinado a través de un socio de vivienda de la Ciudad de Newburgh

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Ciudad de Newburgh AF2025 - 2029 Cronología del Plan Consolidado



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AF2025 - 2029 Cronología del Plan Consolidado

Subvención en Bloque para el Desarrollo Comunitario ("CDBG")

Plan de Acción Annual para AF2025*

Departamento de Planificación y Desarrollo
Junio, 2024

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*Pendiente de aprobación del presupuesto federal

Ciudad de Newburgh AF2025 Plan de Acción Annual (AAP)

El Plan Consolidado se lleva a cabo a través de Planes de Acción Anuales, que proporcionan un resumen conciso de las acciones, actividades y los recursos federales y no federales específicos que se utilizarán cada año para abordar las necesidades prioritarias y metas específicas identificadas por el Plan Consolidado.

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Proyectos/Financiamiento CDBG propuestos para el año fiscal 2025

	Necesidad Prioritaria Atendida	Nombre del proyecto	Actividades Propuestas (ejemplos)	Financiación de proyectos	% De aumento del proyecto, si la asignación de HUD es mayor que la propuesta (aprox.)	% Disminución del proyecto, si la asignación de HUD es inferior a la propuesta (aprox.)
Proyectos Financiados Mediante Subsidio						
	Vivienda	Vivienda	Programa de Propiedad In Rem: Para continuar financiando los salarios / beneficios de 3 empleados de la Ciudad de Newburgh. También financie los materiales necesarios para mantener las propiedades embargadas, como palas de nieve, gomas de maleza, cerraduras / llaves.	$190,000.00	No Change	10%
	Vivienda	Vivienda	Programa de reparación de asistencia para propietarios de viviendas administrado por el subreceptor de la ciudad de Newburgh. (Los fondos se incrementarán según sea necesario)	$25,000.00	30%	10%
	Mejoras de Infraestructura	Mejoras de Infraestructura	Continuar financiando el proyecto Curb Ramp & Sidewalk Improvements.	$230,000.00	30%	20%
	Mejoras de Infraestructura	Mejoras de Infraestructura	Mejoras de accesibilidad pública a edificios, parques y otros espacios públicos de la ciudad de Newburgh	$170,000.00	20%	10%
	Desarrollo Economico	Desarrollo Economico	Actividades de desarrollo económico. Ejemplos de actividades incluyen un proyecto piloto de firma de negocios	$25,000.00	No Cambio	10%
	Mejoras de Calidad de Vida	Servicios Vecinales	**Actividad de servicio público, sujeta a un tope de asignación anual del 15%.** Ejemplos de actividades: Festival de Cine de Verano (actividades sujetas a la aprobación operativa de la Ciudad de Newburgh)	$15,000.00	5%	10%
		Servicios Vecinales	**Actividad de servicio público, sujeta a un tope de asignación anual del 15%.** Ejemplos de actividades: Actividades de alcance comunitario de la ciudad de Newburgh (Programa Juvenil de Cadetes de	$10,000.00	5%	10%
		Servicios Vecinales	**Actividad de servicio público, sujeta al límite de asignación anual del 15%** Ejemplos de actividades: Capacitación de la fuerza laboral en el trabajo (actividades sujetas a la aprobación operativa de la	$10,000.00	10%	10%
	Administracion	Administracion	**Administración Sujeta al 20% del límite de asignación anual.** Las actividades incluyen: Administración del programa, Salario y beneficios del personal, servicios de traducción de idiomas, costos operativos del programa (incluidos los correos), capacitaciones / conferencias del	$155,000.00	No Cambio	10%
			Asignación total propuesta para el Año Fiscal 2025	$830,000.00		

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Financiación para Imprevistos

Si el monto real de la asignación anual excede la estimación propuesta, los presupuestos de los proyectos aumentarán en:

	Necesidad Prioritaria Atendida	Nombre del proyecto	Actividades Propuestas (ejemplos)	Financiación de proyectos	% De aumento del proyecto, si la asignación de HUD es mayor que la propuesta (aprox.)	% Disminución del proyecto, si la asignación de HUD es inferior a la propuesta (aprox.)
Proyectos Financiados Mediante Subsidio						
	Vivienda	Vivienda	Programa de Propiedad In Rem: Para continuar financiando los salarios / beneficios de 3 empleados de la Ciudad de Newburgh. También financie los materiales necesarios para mantener las propiedades embargadas, como palas de nieve, gomas de maleza, cerraduras / llaves.	$190,000.00	No Change	10%
	Vivienda	Vivienda	Programa de reparación de asistencia para propietarios de viviendas administrado por el subreceptor de la ciudad de Newburgh. (Los fondos se incrementarán según sea necesario)	$25,000.00	30%	10%
	Mejoras de Infraestructura	Mejoras de Infraestructura	Continuar financiando el proyecto Curb Ramp & Sidewalk Improvements.	$230,000.00	30%	20%
	Mejoras de Infraestructura	Mejoras de Infraestructura	Mejoras de accesibilidad pública a edificios, parques y otros espacios públicos de la ciudad de Newburgh	$170,000.00	20%	10%
	Desarrollo Economico	Desarrollo Economico	Actividades de desarrollo económico. Ejemplos de actividades incluyen un proyecto piloto de firma de negocios	$25,000.00	No Cambio	10%
	Mejoras de Calidad de Vida	Servicios Vecinales	**Actividad de servicio público, sujeta a un tope de asignación anual del 15%.** Ejemplos de actividades: Festival de Cine de Verano (actividades sujetas a la aprobación operativa de la Ciudad de Newburgh)	$15,000.00	5%	10%
		Servicios Vecinales	**Actividad de servicio público, sujeta a un tope de asignación anual del 15%.** Ejemplos de actividades: Actividades de alcance comunitario de la ciudad de Newburgh (Programa Juvenil de Cadetes de	$10,000.00	5%	10%
		Servicios Vecinales	**Actividad de servicio público, sujeta al límite de asignación anual del 15%** Ejemplos de actividades: Capacitación de la fuerza laboral en el trabajo (actividades sujetas a la aprobación operativa de la	$10,000.00	10%	10%
	Administracion	Administracion	**Administración Sujeta al 20% del límite de asignación anual**. Las actividades incluyen: Administración del programa, Salario y beneficios del personal, servicios de traducción de idiomas, costos operativos del programa (incluidos los correos), capacitaciones / conferencias del	$155,000.00	No Cambio	10%
			Asignación total propuesta para el Año Fiscal 2025	$830,000.00		

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Financiación para Imprevistos

Si el monto real de la asignación anual es menor que la estimación propuesta, los presupuestos del proyecto disminuirán en:

	Necesidad Prioritaria Atendida	Nombre del proyecto	Actividades Propuestas (ejemplos)	Financiación de proyectos	% De aumento del proyecto, si la asignación de HUD es mayor que la propuesta (aprox.)	% Disminución del proyecto, si la asignación de HUD es inferior a la propuesta (aprox.)
Proyectos Financiados Mediante Subsidio						
	Vivienda	Vivienda	Programa de Propiedad In Rem: Para continuar financiando los salarios / beneficios de 3 empleados de la Ciudad de Newburgh. También financie los materiales necesarios para mantener las propiedades embargadas, como palas de nieve, gomas de maleza, cerraduras / llaves.	$190,000.00	No Change	10%
	Vivienda	Vivienda	Programa de reparación de asistencia para propietarios de viviendas administrado por el subreceptor de la ciudad de Newburgh. (Los fondos se incrementarán según sea necesario)	$25,000.00	30%	10%
	Mejoras de Infraestructura	Mejoras de Infraestructura	Continuar financiando el proyecto Curb Ramp & Sidewalk Improvements.	$230,000.00	30%	20%
	Mejoras de Infraestructura	Mejoras de Infraestructura	Mejoras de accesibilidad pública a edificios, parques y otros espacios públicos de la ciudad de Newburgh	$170,000.00	20%	10%
	Desarrollo Economico	Desarrollo Economico	Actividades de desarrollo económico. Ejemplos de actividades incluyen un proyecto piloto de firma de negocios	$25,000.00	No Cambio	10%
	Mejoras de Calidad de Vida	Servicios Vecinales	**Actividad de servicio público, sujeta a un tope de asignación anual del 15%.** Ejemplos de actividades: Festival de Cine de Verano (actividades sujetas a la aprobación operativa de la Ciudad de Newburgh)	$15,000.00	5%	10%
		Servicios Vecinales	**Actividad de servicio público, sujeta a un tope de asignación anual del 15%.** Ejemplos de actividades: Actividades de alcance comunitario de la ciudad de Newburgh (Programa Juvenil de Cadetes de	$10,000.00	5%	10%
		Servicios Vecinales	**Actividad de servicio público, sujeta al límite de asignación anual del 15%** Ejemplos de actividades: Capacitación de la fuerza laboral en el trabajo (actividades sujetas a la aprobación operativa de la	$10,000.00	10%	10%
	Administracion	Administracion	**Administración Sujeta al 20% del límite de asignación anual.** Las actividades incluyen: Administración del programa, Salario y beneficios del personal, servicios de traducción de idiomas, costos operativos del programa (incluidos los correos), capacitaciones / conferencias del	$155,000.00	No Cambio	10%
			Asignación total propuesta para el Año Fiscal 2025	$830,000.00		

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Proyecto: Vivienda
Activities: Proyecto Propiedad REM $190,000.00
Asistencia al Propietario de Vivienda $25,000.00

Resumen

- Financiación continua para el programa In Rem, incluyendo los salarios de 3 empleados a tiempo completo (2 empleados de DPW y el Especialista en Desarrollo Económico), suministros del programa de propiedades In Rem, tales como pintura, madera contrachapada, In Rem Training.
- Fondos para apoyar el Programa de Asistencia para Propietarios de Viviendas Asociadas de la Ciudad de Newburgh.

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Aspectos Destacados de Propiedades REM

- Atendido por 2 empleados de tiempo completo del Departamento de obras públicas y 1 empleado del Departamento de planificación y desarrollo dedicado al programa in rem.

- Proporciona mantenimiento y seguridad de propiedades vacantes. Mantiene las propiedades habitables, vecindarios que se encuentran bien, mantiene/aumenta los valores de propiedad.



La Ley de Vivienda y Desarrollo Comunitario de 1992 autoriza las actividades necesarias para realizar reparaciones y pagos esenciales de los gastos de explotación necesarios para mantener la habitabilidad de las viviendas adquiridas mediante procedimientos de ejecución hipotecaria fiscal con el fin de abandono y deterioro de esas viviendas en barrios de ingresos bajos y moderados.

EQUAL HOUSING OPPORTUNITY

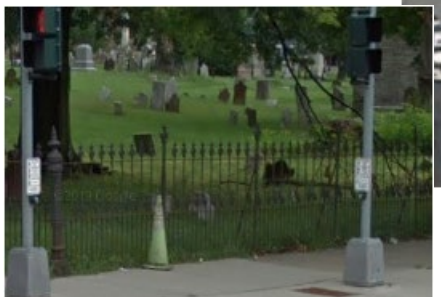
Proyecto: Mejoras de Infraestructura
Presupuesto: $230,000.00

Resumen

Ejemplos de Proyectos Pueden Incluir:

- “Calles Completas” Actualizaciones de acceso seguras
- Mejoras de las Aceras





EQUAL HOUSING OPPORTUNITY

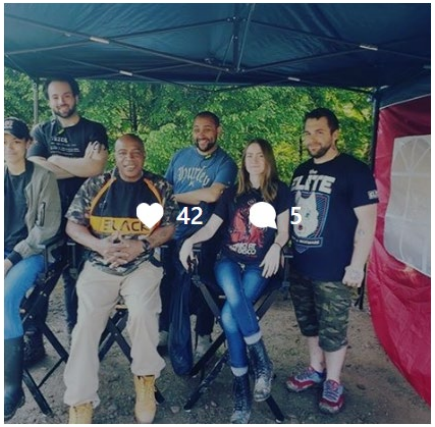
Proyecto: Desarrollo Economico
Presupuesto: $25,000.00



Resumen

Ejemplos de los proyectos pueden incluir:

- Señalización de Negocios



EQUAL HOUSING OPPORTUNITY

Proyecto: Mejoras de los Parques
Presupuesto: $170,000.00



Resumen

Ejemplos de los Proyectos pueden Incluir:

- Mejoras/actualizaciones de los equipos de los parques infantiles
- Cercas









EQUAL HOUSING OPPORTUNITY

Proyecto: Vigilancia Comunitaria/Servicios Vecinales
Presupuesto: $30,000.00

Resumen

Ejemplos de los Proyectos pueden Incluir:

- Festival de Cine Infantil de Verano 2020







EQUAL HOUSING OPPORTUNITY

Proyecto: Administración
Financiamiento del Proyecto: $155,000.00

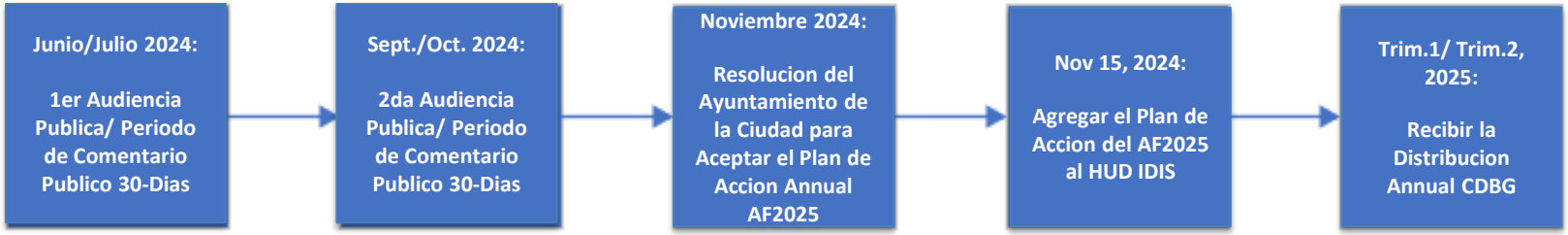


Resumen

Financiamiento para incluir sueldo y beneficios para el director de desarrollo comunitario, mailing de negocios, suministros y administración de programas/capacitación/Conferencia.

EQUAL HOUSING OPPORTUNITY

AF2025 CDBG AAP Cronologia



CRONOGRAMA DE PROYECTOS DE SUBVENCIONES EN BLOQUE PARA EL DESARROLLO COMUNITARIO (CDBG) DEL AÑO FISCAL 2025

EQUAL HOUSING OPPORTUNITY

RESOLUTION NO.: 117 - 2024

OF

MAY 28, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACT NO. C013228 WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOR REIMBURSEMENT OF THE COST OF WATER PURCHASED FROM THE NEW YORK CITY CATSKILL AQUEDUCT

WHEREAS, perfluorooctane sulfonic acid (PFOS) has been detected in the City of Newburgh's water supply at levels in excess of the Environmental Protection Agency's lifetime health advisory levels, and there is a need to provide a temporary alternate source of drinking water to residents of the City of Newburgh, which has access to New York City's Catskill Aqueduct as a backup source of drinking water; and

WHEREAS, by Resolution No. 204-2016 of August 8, 2016, the City Council of the City of Newburgh authorized Contract No. C010219 with the New York State Department of Environmental Conservation for reimbursement for the actual cost of water purchased from the New York City Catskill Aqueduct, and by Resolution No. 326-2017 of November 27, 2017, Resolution No. 227-2018 of August 13, 2018, and Resolution No. 57-2021 of March 22, 2021, the City Council authorized Amendments No. 1, No. 2 and No. 3 to Contract No. C010219 because the need for the temporary alternate source of drinking water extended past the original end date of Contract No. C010219; and

WHEREAS, by Resolution No. 58-2021 of March 22, 2021, the City Council authorized Contract No. C011789 for reimbursement for the actual cost of water purchased from the New York City Catskill Aqueduct, and by Resolution No. 198-2022 of August 8, 2022 and Resolution No. 164-2023 of August 14, 2023, the City Council authorized Amendments No. 1 and No. 2 to Contract No. C011789 because the need for the temporary alternate source of drinking water extended past the original end date of Contract No. C011789; and

WHEREAS the need to for the temporary alternate source of drinking water is anticipated to extend past the amended end date of Contract No. C011789 Amendments No. 1 and No. 2, and the Parties have determined that a new Contract for reimbursement of the costs associated with providing a temporary alternate source of drinking water to City residents through the New York City Catskill Aqueduct is necessary, appropriate, and in the best interest of the City of Newburgh and its residents;

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 enter a new Contract No. C013228 with the New York State Department of Environmental Conservation for a 2-year term with three 1-year extensions in an amount not to exceed $7,567,944.12 for reimbursement for the actual cost of water purchased from the New York City Catskill Aqueduct.

NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
CONTRACT C013228

THIS CONTRACT is entered into by and between the New York State Department of Environmental Conservation (hereinafter referred to as the Department), having offices at 625 Broadway, Albany, New York 12233 and the City of Newburgh (hereinafter referred to as Newburgh), having offices at 83 Broadway, Newburgh, New York 12550.

WITNESSETH:

WHEREAS, perfluorooctane sulfonic acid (PFOS) has continued to be detected in Newburgh's water supply at levels in excess of the Environmental Protection Agency's (EPA) recently released lifetime health advisory level; and

WHEREAS, it has been determined by Legislative findings under Article 15 of the Environmental Conservation Law (ECL) that the State has the sovereign power to regulate and control the water resources of the State; and

WHEREAS, in recognition of power under ECL §15-0105.5, the use of water for domestic and municipal purposes shall have priority over all other purposes; and

WHEREAS, there is a need to continue to provide a temporary alternate source of drinking water to residents of Newburgh; and,

WHEREAS, the Department and Newburgh are presently in discussions pertaining to the provision of a permanent solution that ensures Newburgh shall maintain access to potable drinking water for its residents, and both parties intend on continuing such discussions in good faith until a mutually agreeable solution is reached; and

WHEREAS, Newburgh has access to New York City's Catskill Aqueduct as a backup source of drinking water; and,

WHEREAS, after fully examining all of its internal capabilities and thoroughly investigating possible alternative approaches, the Department has determined that this can best be accomplished through a Contract with the Department.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

ARTICLE 1: SCOPE

A. Newburgh agrees to continue to obtain water from the Catskill Aqueduct for the use of its customers. Payment for the water will be made by Newburgh to New York City pursuant to a separate agreement between Newburgh and New York City.

B. The Department agrees to reimburse Newburgh for the actual cost of purchasing water from New York City as a temporary alternative water supply. Payment shall be based upon Article 2 of this Contract.

ARTICLE 2: PAYMENT

A. The Department shall pay to Newburgh and Newburgh shall accept from the Department as full compensation for the purchase of Catskill Aqueduct water an amount not to exceed $7,567,944.12.

B. Payment will be made to Newburgh at the established New York City Water Board rates in effect at the time of usage.

C. Upon approval of this Contract by the Office of the State Comptroller, the Department will make an advance payment in the amount of 15% of the contract amount to Newburgh.

D. Newburgh shall submit invoices to the Department quarterly, with supporting documentation demonstrating the actual costs incurred and paid by Newburgh during the previous quarter for the purchase of New York City water. Upon approval of the documentation, the Department will then reimburse Newburgh for the actual costs incurred and paid by Newburgh for the purchase of New York City water.

E. The Department will authorize such payments within 10 days of receipt of the invoices and supporting documentation submitted per paragraph D of this article. The Department will make best efforts to arrange for such payments to be made to Newburgh within 30 days of receipt of those invoices and supporting documentation.

F. At the end of the Contract, the Department will perform a final reconciliation and Newburgh shall return unused advance funds, if any, to the Department within 30 days from the Department's notice to Newburgh of any overpayment.

G. Newburgh will submit requests for payment, together with supporting documentation, to the Department. Request for payment must be submitted within 45 days of the end of each State fiscal year, which is March 31. Failure to comply with this request or notify the Department in writing prior to March 31st regarding billing problems shall operate as a waiver by Newburgh for reimbursement by the Department.

H. If the term of this Contract encompasses more than one State fiscal year, Newburgh shall incur no costs hereunder in subsequent fiscal years without the express written authority of the Department.

I. Payments for expenditures incurred under this contract will be rendered electronically to Newburgh, unless payment by paper check is expressly authorized by the Commissioner of the Department (Commissioner), in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. Newburgh shall comply with the Office of the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the Comptroller's website at www.osc.state.ny.us/epay/index.htm, or by e-mail at epayments@osc.state.ny.us. Newburgh acknowledges that it will not receive payment under this Contract if it does not comply with the Office

of the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

ARTICLE 3: TERM

A. The term of this Contract shall be from June 1, 2024 to May 31, 2026. The Contract shall be effective upon approval by the Office of the State Comptroller.

B. This Contract may be extended for a maximum of three one-year periods upon the mutual written consent of both parties and the approval of the Office of the State Comptroller.

ARTICLE 4: NOTICES

Wherever it is provided in this Contract that notice shall be given or other communications sent to the Department or Newburgh, such notices or communications shall be delivered or sent by First Class Mail to:

Department:

Director, Remedial Bureau E
Division of Environmental Remediation
NYS Department of Environmental Conservation
625 Broadway
Albany, NY 12233-7017
Telephone Number: (518) 402-9813
E-Mail: Michael.Cruden@dec.ny.gov

City of Newburgh:
City Manager
Todd Venning
City Hall, 83 Broadway
Newburgh, New York 12550
Telephone Number: 845-569-7319
Email: tvenning@cityofnewburgh.ny.gov

With copy to:

Corporation Counsel
Michelle Kelson
City Hall, 83 Broadway
Newburgh, New York 12550
Telephone Number: 845-569-7319
E-Mail: mkelson@cityofnewburgh.ny.gov

ARTICLE 5: LIABILITY

A. Newburgh shall be responsible for all damage to life and property due to activities of Newburgh, its subcontractors, agents, or employees, in connection with its Services under this Contract, and this obligation is in no way limited by the enumeration of insurance coverages hereunder. Further, it is expressly understood that Newburgh shall indemnify and save harmless the Department, its officers, employees, agents, and assigns in accordance with the provisions of Appendix B, Clause II, annexed hereto.

B. Nothing in this Article or in this Contract shall create or give to third parties any claim or right of action against Newburgh or the State of New York beyond such as may legally exist irrespective of this Article or this Contract.

C. Nothing in this Contract is intended to obligate Newburgh to indemnify the State or any other party with respect to the PFOA and PFOS contamination.

ARTICLE 6: DEFAULT AND TERMINATION

A. The Department shall have the right to postpone, suspend, abandon, or terminate this Contract, and such actions shall in no event be deemed a breach of Contract. In any of these events, the Department shall make settlement with Newburgh upon an equitable basis as determined by the Department, which shall fix the value of the water procured by Newburgh prior to the postponement, suspension, abandonment, or termination of the Contract.

B. The State shall have the right to terminate this Contract for:

1) unavailability of funds

2) cause

a) If the Department determines that Newburgh has breached a material term of this Contract, it shall issue a written notice, providing Newburgh with 10 days to correct the defect. If Newburgh fails to correct the defect within this time period or fails to make a good faith effort to do so as determined by the Department, the Department may terminate this Contract for cause.

3) convenience

a) If the termination is for the convenience of the Department and is not brought about as a result of unsatisfactory performance on the part of Newburgh, the Department shall pay for the allowable costs incurred up to the date of termination.

ARTICLE 7: STANDARD CONTRACT CLAUSES

Newburgh will be required to comply with all of the mandatory New York State and Department contracting provisions contained in the following three (3) attached documents:

Appendix A - Standard Clauses for All New York State Contracts;
Appendix B - Standard Clauses for All NYSDEC Contracts;
Appendix C – Standard Clauses for Ethics in all NYSDEC Contracts.

ARTICLE 8: ENTIRE CONTRACT

This Contract consists of the following documents in the following order of precedence.

1. Appendix A
2. Appendix B
3. Appendix C
4. The Contract

ARTICLE 9: AFFIRMATIVE ACTION REQUIREMENTS

Newburgh must make good faith efforts to subcontract an overall goal of 0% of the contract amount to Minority and Women Owned Business Enterprises (MWBE's). Newburgh must make good faith efforts to employ minority group members and women for a portion of any workforce hours required to perform the work under this contract. Appendix B further defines the M/WBE and EEO provisions required by Executive Law, Article 15A.

ARTICLE 10: INSURANCE CONSIDERATIONS

Newburgh agrees to procure and maintain at its own expense and without expense to the Department Worker's Compensation Insurance and Disability Benefits by insurance companies licensed to do business in the State of New York, covering all operations under this Contract.

Newburgh shall furnish a certificate or certificates showing that it has complied with the Worker's Compensation and Disability Benefits requirements of this Article detailed below. The certificate or certificates shall provide that:

- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department.

- Worker's Compensation and Disability Benefits certificates shall name the New York State Department of Environmental Conservation, Division of Environmental Remediation, Bureau of Program Management, 625 Broadway, Albany, NY 12233-7012, as certificate holder.
- This Contract shall be void and of no effect unless Newburgh procures the required insurance policies and maintains them until acceptance/completion of the work, whichever event is later.
- Newburgh shall require that any subcontractors hired, carry insurance with the same provisions as provided herein. Newburgh will maintain the certificate or certificates for all subcontractors hired as part of Newburgh's records.

The Department has reviewed the scope of work being accomplished under this contract and has determined that it will rely on the standard operating procedures and good business practices of Newburgh with respect to securing all appropriate types and amounts of liability insurance and appropriate endorsements. The Department waives its standard requirements for liability insurance certificates, endorsements, and supporting documentation for this Contract.

The following types of insurance are required for this Contract:

1. **Workers' Compensation:**

   For work to be performed in New York State, Newburgh shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

   If the agreement involves work on or near a shoreline, a U.S. Longshore and Harbor Workers' Compensation Act and/or Jones Act policy as applicable must be provided. Any waiver of this requirement must be approved by the Agency and will only be granted in unique or unusual circumstances.

   Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

FORM #	FORM TITLE
C-105.2	Certificate of Workers' Compensation Insurance (September 2007, or most current version)
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers' Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption (when Contractor meets the requirements.)

   All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

   Please note that ACORD forms are NOT acceptable proof of New York State Workers' Compensation Insurance coverage.

   Additional information can be obtained at the Workers' Compensation website:
   http:/www.wcb.ny.gov/content/main/Employers/Employers.jsp

2. Disability Benefits:

For work to be performed in New York State, Newburgh shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

FORM #	FORM TITLE
DB-120.1	Certificate of Insurance Coverage under the New York State Disability Benefits Law
DB-155	Certificate of Disability Self-Insurance
CE-200	Certificate of Attestation of Exemption (when Contractor meets the requirements.)

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

Please note that ACORD forms are NOT acceptable proof of New York State Disability Benefits Insurance coverage.

Additional information can be obtained at the Workers' Compensation website:
http:/www.wcb.ny.gov/content/main/Employers/Employers.jsp

ARTICLE 11: SEVERABILITY

If any part of this Contract is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Contract, and the remaining parts of this Contract shall be enforced as if the invalid, illegal or unenforceable part were not contained therein.

ARTICLE 12: FORCE MAJEURE

Neither party shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, acts of God or the public enemy, expropriation or confiscation of lands or facilities, compliance with any law, order or request of any Federal, State, municipal or local governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, storms, explosions, accidents, riots, strikes or the delay or failure to perform by any subcontractor by reason of any cause or circumstances beyond the reasonable control of such subcontractor.

ARTICLE 13: EXECUTIVE ORDER 177

A. Executive Order No. 177, Prohibiting State Contracts with Entities that Support Discrimination, orders that New York State's government will not do business with entities that promote or tolerate discrimination or infringement on the civil rights and liberties of New Yorkers. New York State is dedicated to ensuring that all individuals are treated equally, regardless of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis. To that end, New York has enacted numerous laws, regulations, and policies, and will continue to aggressively enforce its strong protections against discrimination to the maximum extent allowable by law.

B. In order to comply with this order, the Contractor is required to complete the Executive Order No. 177 Certification which certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

ARTICLE 14: COMPLIANCE WITH LAWS

Newburgh agrees to comply with the provisions of the Labor Law and all State and Federal laws, local statutes, ordinances, and regulations that are applicable to the performance of this Contract.

SIGNATURE PAGE
Contract C013228

IN WITNESS WHEREOF, this Contract has been duly executed by the parties hereto on the day and year appearing following their respective signatures.

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."

NEWBURGH SIGNATURE
By:
Print Name:
Title: Newburgh City Manager
Dated:

DEPARTMENT SIGNATURE
By:
Print Name: Nancy Lussier
Title: Director, Management & Budget Services
Dated:

Newburgh Acknowledgement

State of _____)
) ss.:
County of _____)

On the _____day of _____ in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____ Notary Public

ATTORNEY GENERAL SIGNATURE
Approved as to Form:
Dated:

COMPTROLLER SIGNATURE
Approved: Thomas P. DiNapoli State Comptroller
Dated:

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

June 2023

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. 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 this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this 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 are 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 this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this 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, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by 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 will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 this contract shall be performed within the State of New York, 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 this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, 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 this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. 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 a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. 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 this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this 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 the State Comptroller.

10. RECORDS. The Contractor 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 State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours 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. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") 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; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, 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 payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) 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 principal 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 persons 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. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The 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.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting 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 agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting 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 following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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 and will 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, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, 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; and

(c) the Contractor shall state, in all solicitations 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, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency 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 contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will 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.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment 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.

16. NO ARBITRATION. Disputes involving this 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.

17. 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. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. 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.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York 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 New York 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 this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their 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 they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. 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.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. 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.

APPENDIX B

Standard Clauses for All New York State Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

I. **Postponement, suspension, abandonment or termination by the Department:**
The Department shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall immediately stop work, take steps to incur no additional obligations, and to limit further expenditures. Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. **Indemnification and Hold harmless** The Contractor agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any omission or tortious act of the Contractor, its agents, employees, suppliers or subcontractors in the performance of this contract. The Department and the State of New York may retain such monies from the amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like, which is asserted against the Department and/or the State of New York.

III. **Conflict of Interest**
(a) Organizational Conflict of Interest. To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest: The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York State Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Appendix or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

If this is a contract for work related to action at an inactive hazardous waste site, the following paragraph shall apply to those Contractors whose work requires the application of professional judgment: It does not apply to construction contracts.

(f) Due to the scope and nature of this contract, the Contractor shall observe the following restrictions on future hazardous waste site contracting for the duration of the contract.

(1) The Contractor, during the life of the work assignment and for a period of three (3) years after the completion of the work assignment, agrees not to enter into a contract with or to represent any party with respect to any work relating to remedial activities or work pertaining to a site where the Contractor previously performed work for the Department under this contract without the prior written approval of the Department.

(2) The Contractor agrees in advance that if any bids/proposals are submitted for any work for a third party that would require written approval of the Department prior to entering into a contract because of the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk, and no claim shall be made against the Department to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

IV. **Requests for Payment** All requests for payment by the Contractor must be submitted on forms supplied and approved by the Department. Each payment request must contain such items of information and supporting documentation as are required by the Department, and shall be all-inclusive for the period of time covered by the payment request.

V. **Compliance with Federal requirements** To the extent that federal funds are provided to the Contractor or used in paying the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause.

VI. **Independent Contractor** The Contractor shall have the status of an independent contractor. Accordingly, the Contractor agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the Department by reason of this contract. It further agrees that it will not make any claim, demand or application to the Department for any right or privilege applicable to an officer or employee of the Department, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

VII. **Compliance with applicable laws**

(a) Prior to the commencement of any work under this contract, the Contractor is required to meet all legal requirements necessary in the performance of the contract. This includes but is not limited to compliance with all applicable federal, state and local laws and regulations promulgated thereunder. It is the Contractor's responsibility to obtain any necessary permits, or other authorizations. By signing this contract, the Contractor affirmatively represents that it has complied with said laws, unless it advises the Department otherwise, in writing. The Department signs this contract in reliance upon this representation.

(b) During the term of this contract, and any extensions thereof, the Contractor must remain in compliance with said laws. A failure to notify the Department of noncompliance of which the Contractor was or should have been aware, may be considered a material breach of this contract.

VIII. **Dispute Resolution** The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

(1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or
(2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or
(3) Make a determination on the record as it exists.

(c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee ("CRC") within twenty days of receipt of that decision.

The designated individual to hear disputes is:

_____
(Name and Title)

_____
(Address)

_____
(Telephone)

The designated appeal individual to review decisions is:

_____
(Name and Title)

_____
(Address)

_____
(Telephone)

The Chair of the Contract Review Committee is:

Department of Environmental Conservation
Nancy W. Lussier Chair
Contract Review Committee
625 Broadway, 10th Floor
Albany, NY 12233-5010
Telephone: (518) 402-9228

(d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.

(1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or

(2) Adopt the decision of the DAI; or

(3) Consider the matter for review by the CRC in accordance with its procedures.

(e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.

(f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Assistant Commissioner for Administration who shall render the final DEC determination.

(g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.

(h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.

(i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.

(j) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.

(k) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

IX. Labor Law Provisions

(a) When applicable, the Contractor shall post, in a location designated by the Department, a copy of the New York State Department of Labor schedules of prevailing wages and supplements for this project, a copy of all re-determinations of such schedules for the project, the Workers' Compensation Law Section 51 notice, all other notices required by law to be posted at the site, the Department of Labor notice that this project is a public work project on which each worker is entitled to receive the prevailing wages and supplements for their occupation, and all other notices which the Department directs the Contractor to post. The Contractor shall provide a surface for such notices which is satisfactory to the Department. The Contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. Contractor shall post such notices before commencing any work on the site and shall maintain such notices until all work on the site is complete.

(b) When appropriate, contractor shall distribute to each worker for this Contract a notice, in a form provided by the Department, that this project is a public work project on which each worker is entitled to receive the prevailing wage and supplements for the occupation at which he or she is working. Worker includes employees of Contractor and all Subcontractors and all employees of suppliers entering the site. Such notice shall be distributed to each worker before they start performing any work of this contract. At the time of distribution, Contractor shall have each worker sign a statement, in a form provided by the Department, certifying that the worker has received the notice required by this section, which signed statement shall be maintained with the payroll records required by the following paragraph (c).

(c) Contractor shall maintain on the site the original certified payrolls or certified transcripts thereof which Contractor and all of its Subcontractors are required to maintain pursuant to the New York Labor Law Section 220. Contractor shall maintain with the payrolls or transcripts thereof, the statements signed by each worker pursuant to paragraph (b).

(d) Within thirty days of issuance of the first payroll, and every thirty days thereafter, the Contractor and every subcontractor must submit a transcript of the original payroll to the Department, which transcript must be subscribed and affirmed as true under penalty of perjury.

X. **Offset** In accordance with State Law, the Department has the authority to administratively offset any monies due it from the Contractor, from payments due to the Contractor under this contract. The Department may also (a) assess interest or late payment charges, and collection fees, if applicable; (b) charge a fee for any dishonored check; (c) refuse to renew certain licenses and permits.

XI. **Tax Exemption** Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

XII. **Litigation Support** In the event that the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Compensation will be negotiated and based on rates established in the contract, or as may otherwise be provided in the contract.

XIII **Equipment** Any equipment purchased with funds provided under this contract, shall remain the property of the Department, unless otherwise provided in the contract. The Contractor shall be liable for all costs for maintaining the property in good, usable condition. It shall be returned to the Department upon completion of the contract, in such condition, unless the Department elects to sell the equipment to the Contractor, upon mutually agreeable terms.

XIV. **Inventions or Discoveries** Any invention or discovery first made in performance of this Contract shall be the property of the Department, unless otherwise provided in the contract. The Contractor agrees to provide the Department with any and all materials related to this property. At the Department's option, the Contractor may be granted a non-exclusive license.

XV. **Patent and Copyright Protection**
If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

(a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

(1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and

(2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and

(3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.

(4) The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

(b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

(1) procure for the Department the right to continue using the same item or parts thereof;

(2) modify the same so that it becomes non-infringing and of at least the same quality and performance;

(3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;

(4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.

(c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what

extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.

(d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of: (1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items; (2) alterations of the items by the Department; (3) failure of the Department to use updated items provided by the Contractor for avoiding infringement; (4) use of items in combination with apparatus or devices not delivered by the Contractor; (5) use of items in a manner for which the same were neither designed nor contemplated; or (6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.

(e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

XVI. **Force Majeure** The term Force Majeure shall include acts of God, work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war rebellion, sabotage or the like. If a failure of or delay in performance by either party results from the occurrence of a Force Majeure event, the delay shall be excused and the time for performance extended by a period equivalent to the time lost because of the Force majeure event, if and to the extent that:

(a) The delay or failure was beyond the control of the party affected and not due to its fault or negligence; and

(b) The delay or failure was not extended because of the affected party's failure to use all reasonable diligence to overcome the obstacle or to resume performance immediately after such obstacle was overcome; and

(c) The affected party provides notice within (5) days of the onset of the event, that it is invoking the protection of this provision.

XVII. **Freedom of Information Requests** The Contractor agrees to provide the Department with any records which must be released in order to comply with a request pursuant to the Freedom of Information Law. The Department will provide the contractor with an opportunity to identify material which may be protected from release and to support its position.

XVIII. **Precedence** In the event of a conflict between the terms of this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B, and the terms of Appendix A, the terms of Appendix A shall control.

XIX. **Article 15-Requirements**

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

(a) General Provisions

(1)The Department 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 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

(2)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 New York State Department (the "Department", to fully comply and cooperate with the Department 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 and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a 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.

(3)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 VII of this Article or enforcement proceedings as allowed by the Contract.

(b) Contract Goals

(1)For purposes of this procurement, the Department hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises ("MWBE") participation, (based on the current availability of qualified MBEs and WBEs).

(2)For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address;

https://ny.newnycontracts.com

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

(3)Where 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 Department for liquidated or other appropriate damages, as set forth herein.

(c) Equal Employment Opportunity (EEO)

(1) 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 Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. 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 shall submit an EEO policy statement to the Department within seventy two (72) hours after the date of the notice by Department to award the Contract to the Contractor.

(iii)If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.

(iv)The Contractor's EEO policy statement shall include the following 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 employer Department, 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 employer Department, 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) of this Subsection 4 and Paragraph "E" of this Section III, 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.

e. **EEO Contract Goals** for the purposes of this procurement, the Department hereby establishes a goal of **0**% Minority Labor Force Participation**, 0%** Female Labor Force Participation.

(2) Staffing Plan Form

To ensure compliance with this Section, the Contractor shall submit a 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 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.

(3) Workforce Employment Utilization Report Form ("Workforce Report")

(i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted 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. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce 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.

(2) 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.

(d) MWBE Utilization Plan

(1) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of the contract.

(2) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.

(3)Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

(e) Waivers

(1)For Waiver Requests Contractor should use Waiver Request Form.

(2)If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

(4) If the Department, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department 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.

(f) Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

(g) Liquidated Damages - MWBE Participation

(1)Where Department 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, Contractor shall be obligated to pay to the Department liquidated damages.

(2) 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.

(3) 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 Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman 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 Department.

(h) Forms

The following forms referenced in Article XVIII 3-A-3, 3B, 3C and 5A can be found at http://www.dec.ny.gov/about/48854.html

Appendix C

Standard Clauses for Ethics in all NYSDEC Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Offeror" herein refers to any party submitting an application, bid, proposal, or other documents in response to this procurement. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

I. Conflict of Interest

A. Procurement Phase:

1. An Offeror will disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated entity, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Offeror or former officers and employees of the Agencies and their Affiliates, in connection with the Offeror rendering services enumerated in this procurement. If a conflict does or might exist, the Offeror will describe how the Offeror would eliminate or prevent it. This description will include, but not be limited to what procedures will be followed to detect, notify the Agencies of, and resolve any such conflicts.

2. The Offeror must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Joint Commission on Public Ethics or its predecessor State entities (collectively, "Commission"), and if so, a brief description must be included in the Offeror's response indicating how any matter before the Commission was resolved or whether it remains unresolved.

3. The Offeror/Contractor has provided a form (Vendor Assurance of No Conflict of Interest or Detrimental Effect attached hereto as **Attachment** *#2*), signed by an authorized executive or legal representative attesting that the Offeror's/Contractor's performance of the services does not and will not create a conflict of interest with, nor position the Offeror/Contractor to breach any other contract currently in force with the State of New York, that the Offeror/Contractor will not act in any manner that is detrimental to any State project on which the Offeror/Contractor is rendering services.

B. Contract Phase:

1. The Contractor hereby reaffirms the attestations made in its proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this contract. The Contractor shall have a duty to notify the Department immediately of any actual or potential conflicts of interest.

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

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

4. In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without prior Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York State Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

5. The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid a conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be allowed by law or other applicable provisions of this contract regarding termination.

6. The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package.

7. ***If this is a contract for work related to action at an inactive hazardous waste site, the following paragraph shall apply to those Contractors whose work requires the application of professional judgment: It does not apply to construction contracts.***

   Due to the scope and nature of this contract, the Contractor shall observe the following restrictions on future hazardous waste site contracting for the duration of the contract.

   a. The Contractor, during the life of the work assignment and for a period of three (3) years after the completion of the work assignment, agrees not to enter into a contract with or to

represent any party with respect to any work relating to remedial activities or work pertaining to a site where the Contractor previously performed work for the Department under this contract without the prior written approval of the Department.

b. The Contractor agrees in advance that if any bids/proposals are submitted for any work for a third party that would require written approval of the Department prior to entering into a contract because of the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk, and no claim shall be made against the Department to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

II. PUBLIC OFFICERS LAW

Contractors, consultants, vendors, and subcontractors may hire former State Agency or Authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a "lifetime bar" from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the State Agency or Authority.

III. ETHICS REQUIREMENTS

The Contractor and its subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the "Ethics Requirements").

The Contractor certifies that all of its employees and those of its subcontractors who are former employees of the State and who are assigned to perform services under this contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Contractor or its subcontractors and who is disqualified from providing services under this contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its subcontractors derived from this Contract. The Contractor shall identify and provide the State with notice of those employees of the Contractor and its Subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions.

The State may request that the Contractor provide it with whatever information the State deems appropriate about each such person's engagement, work cooperatively with the State to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The State shall have the right to withdraw or withhold approval of any subcontractor if utilizing such subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State

shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

IV. SUBCONTRACTING

The Contractor agrees not to subcontract any of its services, unless as indicated in its proposal, without the prior written approval of the Department. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

The Contractor may arrange for a portion/s of its responsibilities under this Contract to be subcontracted to qualified, responsible subcontractors, subject to prior approval of the Department. If the Contractor decides to subcontract a portion of the services, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under this contract must be fully explained by the Contractor to the Department. As part of this explanation, the subcontractor must submit to the Department a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form, as required by the Contractor prior to execution of this contract.

The Contractor retains ultimate responsibility for all services performed under the contract.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this contract including, but not limited to, the body of this contract, Appendix A – Standard Clauses for New York State Contracts, Appendix B – Standard Clauses for All New York State Department of Environmental Conservation Contracts, Appendix C - Standard Clauses for Ethics in all New York State Department of Environmental Conservation Contracts, and the Solicitation Document.

Unless waived in writing by the Department, all subcontracts between the Contractor and subcontractors shall expressly name the State, through the Department, as the sole intended third party beneficiary of such subcontract. The Department reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make the Department or the State a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against the Department.

The Department reserves the right, at any time during the term of the contract, to verify that the written subcontract between the Contractor and subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in this contract. The Contractor shall give the Department immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the Contractor's duties under the contract. Any subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of the contract.

If at any time during performance under this contract total compensation to a subcontractor exceeds or is expected to exceed $100,000, or as otherwise requested by the Department that subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.

Contract #: _____

[Ensure Attachment # listed here matches the number listed in Appendix C Article I.A.3]
Attachment #
(*if single/sole source remove highlighted language)*

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Entity offering to provide services pursuant to this Procurement/Contract, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this Procurement/Contract does not and will not create a conflict of interest with nor position the Entity to breach any other contract currently in force with the State of New York.

Furthermore, the Entity attests that it will not act in any manner that is detrimental to any State project on which the Entity is rendering services. Specifically, the Entity attests that:

1. The fulfillment of obligations by the Entity, as proposed in the response, does not violate any existing contracts or agreements between the Entity and the State;

2. The fulfillment of obligations by the Entity, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Entity has with regard to any existing contracts or agreements between the Entity and the State;

3. The fulfillment of obligations by the Entity, as proposed in the response, does not and will not compromise the Entity's ability to carry out its obligations under any existing contracts between the Entity and the State;

4. The fulfillment of any other contractual obligations that the Entity has with the State will not affect or influence its ability to perform under any contract with the State resulting from this Procurement;

5. During the negotiation and execution of any contract resulting from this Procurement, the Entity will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;

6. In fulfilling obligations under each of its State contracts, including any contract which results from this Procurement, the Entity will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;

7. No former officer or employee of the State who is now employed by the Entity, nor any former officer or employee of the Entity who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and

8. The Entity has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other

form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Entities responding to this Procurement/Contract should note that the State recognizes that conflicts may occur in the future because a Entity may have existing or new relationships.

The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Signature: _____
Date: _____
Name: _____
Title: _____

This form must be signed by an authorized executive or legal representative and returned with the Bid/Proposal/Contract.

RESOLUTION NO.: 118 - 2024

OF

MAY 28, 2024

A RESOLUTION ESTABLISHING A STANDARD WORK DAY FOR ELECTED AND APPOINTED OFFICIALS WHICH WILL BE REPORTED TO THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM

BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City of Newburgh hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked on the attached Schedule A to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the clerk of this body.

RESOLUTION NO.: ___119____ - 2024

OF

MAY 28, 2024

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF NEWBURGH AND HUDSON VALLEY TREE & LAWN CARE LLC FOR CONSULTING ARBORIST SERVICES IN THE AMOUNT OF $28,000.00

WHEREAS, the City Council of the City of Newburgh adopted Local Law No. 1-2013 of August 19, 2013 which added new Chapter 159 of the City Code of Ordinances entitled "Conservation Advisory Council"; and

WHEREAS, the Conservation Advisory Council advises the City and makes recommendations for the planting, maintenance and removal of trees, including the type and kind of trees to be planted, and to implement a Tree Maintenance Program; and

WHEREAS, the City of Newburgh issued Request for Proposals No. 8.24 seeking proposals for consulting arborist services to support the City's plans for planting, cultivation, pruning, and maintenance of trees including pest management of the City of Newburgh Urban Forest; and

WHEREAS, Hudson Valley Tree & Lawn Care LLC submitted a proposal to provide consulting arborist services to the City of Newburgh to support the City of Newburgh Community Forest Management Plan; and

WHEREAS, the costs of these services will not exceed $28,000.00 and will be derived from A.7129.0455; 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 the agreement with Hudson Valley Tree & Lawn Care LLC at cost not to exceed $28,000.00 for consulting arborist services to the City of Newburgh Community Forest Management Plan.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2024, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the **"CITY,"** with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and Hudson Valley Tree & Lawn Care LLC, a business with principal offices at 59 Canterbury Avenue, Cornwall, NY 12518 hereinafter referred to as **"VENDOR."**

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head"). In the event of a conflict between the body of this Agreement and Schedule A, the provisions in the body of this Agreement shall govern.

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall remain the property of VENDOR, except that CITY shall have VENDOR's permission to make full use for the completion and implementation of the Project for which the material was prepared without compensation in addition to the amounts set forth in Article 3 and Schedule B of this Agreement. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such intellectual property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY's rights regarding same for any purpose outside the scope of the Project and its implementation.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning May __, 2024, and ending December 31, 2024.

This agreement may be extended and renewed for additional terms upon the mutual, written approval by the parties hereto.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR shall submit to the CITY an itemized invoice for SERVICES rendered, as set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within 30 days after the CITY receives Claimant's Certification form. If the Claimant's Certification form is objectionable, the CITY will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

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A not-to-exceed cost of $28,000.00 has been established for the scope of SERVICES rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the City Manager of the CITY, evidenced only by an Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY'S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

Any bills or invoices sent by VENDOR to the CITY more than six (6) months after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such

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falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they 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, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and

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all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

VENDOR agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance as may be required by law. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Where applicable, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

When applicable, VENDOR shall attach to this Agreement certificates of insurance evidencing VENDOR'S compliance with the following requirements:

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Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the CITY with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the CITY, directed to the City Manager, the Corporation Counsel and to the Department Head and the CITY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to VENDOR.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR'S start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the SERVICES;

C. If the insurance is terminated for any reason, VENDOR agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

D. Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the

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purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDOR'S obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 17. TERMINATION

The CITY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 18. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement,

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whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 19. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 20. DISPUTE RESOLUTION

All disputes shall be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 21. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 24. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum to this Agreement, which Addendum shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for

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performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH	HUDSON VALLEY TREE & LAWN CARE LLC
BY: _____	BY: _____
TODD VENNING CITY MANAGER	ANGELO SCHEMBARI III TITLE: CEO
Per Resolution No.:	
DATE: _____	DATE: _____

APPROVED AS TO FORM:

_____
Michelle Kelson
Corporation Counsel

_____
Janice Gaston
City Comptroller

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SCHEDULE A

SCOPE OF SERVICES

1. Assist in the implementation and updating of the City's Tree Management Plan.
2. Aid the City in determining what type of trees and where trees should be planted on City property.
3. Review tree survey plans, and landscape plans associated with permit applications that require CAC review of new and redevelopment of properties, including tree pits, rain gardens, and bioswales.
4. Review and approve or deny applications for removal of trees in accordance with the City of Newburgh ordinance on preservation of trees.
5. Conduct site visits to perform tree health and safety inspections, survey evaluations, and tree risk assessments of existing trees at the City/CAC's request, as needed, and provide report of each review and site visit.
6. Help the City to determine what trees are dangerous and should be removed. Determine if trees have a disease and what steps can be taken to cure the disease.
7. Upon request, attend monthly CAC meetings to advise members.
8. Work with staff liaison to the CAC to review plans and prepare for monthly public meetings.
9. Preparation of detailed arborist reports, tree risk assessment reports, tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is managed on a case-by-case basis.
10. Update and maintain Tree Inventory.
11. Assist the City/CAC with other duties that are requested, related to tree protection and management.
12. Consultant Arborist shall be required to submit an invoice on the _25th__day of the month. The invoice format shall include but not be limited to a list of each street that tree care operations and or investigation took place, the address of each individual tree, the species and its height and trunk diameter of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

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SCHEDULE B

FEES AND EXPENSES

The Vendor will be paid on a monthly basis at a rate of $175.00 per hour.

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CGL ARBOR SERVICES

PROFESSIONAL ARBORIST SERVICES
59 Canterbury Ave, Cornwall, NY 12518
CORNWALL, NY | 845-489-0368 | cglarbor@gmail.com

Angelo Schembari

Curriculum Vitae

Graduate of State University of New York College of Environmental Science and Forestry at Syracuse - Bachelor's of Science, Environmental and Forest Biology with a concentration in Forest pathology; *magna cum laude.*

Employed in green industry since 1998

Hudson Valley Tree & Lawn Care LLC/CGL Arbor Services 2015 – Present – Owner – Provide Consulting Services including diagnosis, appraisals, tree risk assessments, inventories, and management plans for individuals, municipalities, government agencies, institutions and businesses. Provide plant health care and lawn care services, including invasive species management.

Integral Tree and Landscape 2009 – 2018. General Manager. Manage 500 commercial, municipal and residential accounts in Dutchess, Columbia, and Ulster Counties. Provide consulting services to residential and commercial accounts. Prepare appraisal reports for tree loss and Tree Risk Assessments. Diagnose tree, shrub and lawn problems and design treatment programs. Supervise tree and landscape crews and directly manage Plant Health Care division. Act as head of safety team.

Ira Wickes Arborists – 2006 – 2009. Manage 700 commercial and residential accounts in Rockland and Bergen Counties. Provide consulting services to residential and commercial accounts. Prepare appraisal reports for tree loss. Diagnose tree, shrub and lawn problems and design treatment programs. Supervise tree crews. Participate as part of management and safety teams.

Ken's Tree Care, Northvale, NJ – 2004-2006 – Plant Health Care Manager and Certified Arborist

Sav-A-Tree/Nature's Trees, Wyckoff, NJ– 1998-2000 – Lead Integrated Pest Management Technician and General Tree Care Worker/Climber

New York State Arborists ISA Chapter, President
ISA Certified Arborist– NY -5261A
NY Certified Commercial Pesticide Applicator – C3836393 Categories 2, 3a, 5a
Northeast Plant Diagnostic Network First Detector

Society of Municipal Arborists, Member
International Society of Arboriculture, Member, Certified Arborist
TRAQ – Expired – Course Scheduled Summer 2024
American Society of Consulting Arborists Consulting Academy Graduate
Former Village Arborist – Upper Nyack, NY

CGL ARBOR SERVICES

PROFESSIONAL ARBORIST SERVICES
59 Canterbury Ave, Cornwall, NY 12518
CORNWALL, NY | 845-489-0368 | cglarbor@gmail.com

In the past 10 years I have worked with the Town of Cornwall CAC (Tree Preservation Law), Village of Upper Nyack (Consultant), Town of Red Hook (Partial Tree Inventory), the Village of Saugerties (Street Tree Inventory), the cities of Syracuse and Ithaca (Emerald Ash Borer Treatment), and the towns of Canadaigua and Brighton (Hemlock Wooly Adelgid and Emerald Ash Borer Treatments, respectively).

Contact Information

Village of Upper Nyack
Donna Albert – Deputy Village Clerk
845-358-0084 ext. 2

Town of Cornwall
Ted Warren - CAC
215-609-2639

City of Syracuse
Steve Harris – City Arborist
315-473-4330

City of Ithaca
Jeanne Grace – City Forester
607-272-1718

Town of Canadaigua
Sarah Reynolds - Administrative Coordinator
585-337-4731

Town of Brighton
Chad Roscoe – Junior Engineer
585-784-5224

CGL ARBOR SERVICES

PROFESSIONAL ARBORIST SERVICES
59 Canterbury Ave, Cornwall, NY 12518
CORNWALL, NY | 845-489-0368 | cglarbor@gmail.com

Position Requirements

In the role of Consulting Arborist for the City of Newburgh duties would include:

Assisting in the implementation and updating of the City's Tree Management Plan – activities in this area would include prioritization of removal and/or pruning of highest risk trees, establishing high priority area for replanting and reforestation, and updating of the current inventory as changes occur.

Aiding in replanting decisions – As replanting/reforestation occurs, the Arborist would help to determine area with the greatest need for replanting, areas where trees are likely to thrive, and the matching of trees to specific sites within the City using the approved street tree list while taking into consideration current and probable invasive species threats from insects and pathogens. The approved street tree list may need revision as several species listed also appear on the New York State invasive species list.

Permit and plan review – The review of plans submitted for new/redevelopment landscapes on properties should be looked at with an eye towards keeping with the City's overall green infrastructure goals. Plans should be appropriate for the design styles in a given part of the City while adhering to best management practices to minimize runoff and heat domes. The use of invasive and potentially invasive plants should not be allowed and at the same time the use of native or near-native plant species should be encouraged. Planting with a goal of long-term survivability while preserving as much of the established urban forest canopy should be emphasized. The review of tree removal request should be done to comply with the City's current tree preservation ordinance. While the goal is to preserve the existing urban forest canopy as much as possible, in instances where preservation creates an unreasonable risk to lives or property removal is warranted.

Conduct site visits for tree health/safety/risk – When a tree evaluation is requested, an evaluation will be made based on that request. If the safety/risk associated with a tree is of concern, a Level 2 Tree Risk Assessment shall be completed. This will result in a formalized tree risk rating being provided to the City/CAC so that an informed decision can be made regarding remediation options for a given tree. If tree health issues are of concern, an evaluation will be made to determine the problem(s), remediation options, and a cost/benefit analysis for preservation vs. removal/replacement.

Determination of dangerous/diseased trees – This would be accomplished as listed above under site visits for tree health/safety/risk.

As my office is located in Cornwall, NY and my shop is located in the Town of Newburgh, I pass through the City at least two times a day. While some of my work brings me to various parts of the State, most of my services are provided within Orange County and the surrounding areas. That being said, the ability to respond to the needs of the City in a timely fashion is not an issue. In the event that I do need to travel outside of the Orange County area, these trips typically last 2-3 days.

CGL
Arbor Services
PROFESSIONAL ARBORIST SERVICES

Everyone needs an Arborist

ESTIMATE

CGL Arbor Services/Hudson Valley Tree & Lawn Care
59 Canterbury Avenue
Cornwall, New York 12518
United States

845-489-0368
www.cglarbor.com

BILL TO
City of Newburgh - Office of The Comptroller
Robert Van Vlack
83 Broadway
Newburgh, New York 12550
United States

Estimate Number: 211558
Estimate Date: March 28, 2024
Valid Until: April 27, 2024
Estimate Total (USD): **$175.00**

Items	Quantity	Price	Amount
NOTES PROPOSAL - CONSULTING FORESTER RATES BELOW	1	$0.00	$0.00
CONSULTING - C Consulting for the City of Newburgh on an as needed basis. Hourly rate of $175.00 per hour, inclusive for any/all consulting needs. Price is valid for the 2024 calendar/fiscal year.	1	$175.00	$175.00

Subtotal:	$175.00
Total:	$175.00
Estimate Total (USD):	**$175.00**

Notes / Terms

_____
Client Signature

_____
Consultant Signature

CGL
Arbor Services
PROFESSIONAL ARBORIST SERVICES

Everyone needs an Arborist

INVOICE

CGL Arbor Services/Hudson Valley Tree & Lawn Care
59 Canterbury Avenue
Cornwall, New York 12518
United States

845-489-0368
www.cglarbor.com

BILL TO
City of Newburgh - Office of The Comptroller
Robert Van Vlack
83 Broadway
Newburgh, New York 12550
United States

Invoice Number: 191523
Invoice Date: July 1, 2024
Payment Due: July 16, 2024
Amount Due (USD): **$1,462.50**

Items	Quantity	Price	Amount
NOTES SAMPLE INVOICE FOR RFP PURPOSES ONLY. DO NOT PAY	1	$0.00	$0.00
NOTES Itemized Invoice for June 2024	1	$0.00	$0.00
CONSULTING - C June 3, 2024 - Attendance at CAC meeting. Total time 2.0 hours	2	$175.00	$350.00
CONSULTING - C June 18, 2024 - Review of planting plan for property located at 123 Main Street, Newburgh. at request of CAC. Provide written comments and recommendations. Total time 1.5 hours	1.5	$175.00	$262.50
CONSULTING - C June 20, 2024 - Hazard Tree Inspection - Level 2 Tree Risk assessment of tree located at 99 Elm Street, Newburgh. Provide written report to CAC and City. Total Time 1.25 hours	1.25	$175.00	$218.75
CONSULTING - C June 27, 2024 - Determination of potential planting sites - Evaluation of potential planting sites along Water Street between Washington Street and 2nd Street. Evaluation of site conditions and determination of potential sites and tree species to be planted. Marked potential planting sites using GPS. Provide written report with recommendations to City and CAC	2.75	$175.00	$481.25

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Cornwall, New York 12518
United States

845-489-0368
www.cglarbor.com

Items	Quantity	Price	Amount
CONSULTING - C June 27, 2024 - Site visit for review of tree removal permit. Met with property owner, discussed concerns with tree, advised of remediation options other than removal. Provided written report/refusal of permit to Public Works Superintendent.	1	$150.00	$150.00

Subtotal:	$1,462.50
Total:	$1,462.50
Amount Due (USD):	**$1,462.50**

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

HUDSON VALLEY TREE AND LAWN CARE LLC

2 Business name/disregarded entity name, if different from above.

CGL ARBOR SERVICES

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

59 CANTERBURY AVE

6 City, state, and ZIP code

CORNWALL, NY 12518

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	6	–	5	5	5	0	1	2	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 3/28/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

NON-COLLUSION BIDDING AFFIDAVIT

CITY OF NEWBURGH

STATE of NEW YORK)
) SS:
County of ORANGE)

I, ANGELO SCHEMBARI III of the (Town,) Village, City) of CORNWALL in the County of ORANGE and the State of NEW YORK of full age, being duly sworn according to law on my oath depose and say that:

I am ANGELO SCHEMBARI III, an officer of the firm of HUDSON VALLEY TREE AND LAWN CARE LLC 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 HUDSON VALLEY TREE AND LAWN CARE LLC.
(Name of Contractor)

Subscribed and sworn to: _____
(Signature of Affiant above in ***BLUE*** Ink; type or print name/title below)

Name: ANGELO SCHEMBARI III Title: OWNER

Before me this 28 day
of March, 2024

_____
Notary Public of

My commission expires: 12-5-26

AFFIX NOTARY SEAL OR STAMP IN THIS BOX

LEANDRA GALLAGHER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GA6444866
Qualified in Orange County
Commission Expires December 5, 2026

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS

City of Newburgh
Orange County, New York

Solicitation # 8.24
Request for Proposal (RFP) For
Consulting Arborist

Date of Issuance: Thursday February 29, 2024

Date of Bid Submission: Friday March 29, 2024

Proposals are required by 11:00 a.m.

1. **Introduction/Purpose/Description**

1..1 The City of Newburgh, NY (City) is soliciting proposals from qualified vendors to perform consultant arborist services for the City.

1..2 The City invites all interested, qualified vendors to submit proposals for the criteria described in the solicitation.

1..3 The vendor's proposal is an overall plan including experience, qualifications, technical understanding, certifications, and pricing.

1..4 The Consulting City Arborist will direct the planting, cultivation, pruning, and maintenance of trees including pest management. The selected arborist will work with the City of Newburgh Department of Public Works & the Conservation Advisory Council (CAC) to perform this work.

1..5 The City of Newburgh's existing urban forest includes trees, stumps, and planting sites in public rights-of-way, parks and specified public areas. In our most recent inventory, a total of 8,037 sites were recorded: 4, 273 individual trees, 3381 planting sites, and 383 stumps. The overall condition of the inventoried tree population was assigned a rating of Fair.

1..6 The City of Newburgh is located about 60 miles north of New York City on the western side of the Hudson River in Orange County, New York. It is a small, densely settled community of 3.8 square miles bounded by the Town of Newburgh on the west and north, the Hudson River on the east and Town of New Windsor on the south. The population estimate as of July 2022 is 28,501.

2. **Statement of Objectives / Goals**

2..1 To provide consulting arborist service to the City of Newburgh.

2..2 Start date is on or about May 17, 2024.

2..3 The City seeks proposals from vendors who have experience, qualifications, technical understanding, and certifications to perform the consultant functions.

2..4 The selected vendor will be an integral part of the Conservation Advisory Council's (CAC) Community Forest Management Plan.

2..5 The ability to collaborate with the Conservation Advisory Council and the City Department of Public Works is essential.

3. **Vendor Qualifications**

3..1 **MINIMUM QUALIFICATIONS: Either**

Bachelor's degree in environmental science, horticulture, forestry, or closely related field and one year of experience in urban and community forestry related activities such as working in tree care operations, tree planting and maintenance or tree protection and enforcement. Or;

Associate's degree in environmental science, horticulture, forestry or closely related field and three years of experience in urban and community forestry related activities such as working in tree care operations, tree planting and maintenance or tree protection and enforcement.

3..2 Current International Society of Arboriculture Certified Arborist Certification.

3..3 Current International Society of Arboriculture Certified Tree Risk Assessment Qualifications (TRAQ).

3..4 Preferred Municipal Certified Urban Forester

3..5 Preferred OSHA Line Certified

3..6 Preferred NYSDEC certification as a Category 2 and 3A Pesticides Applicator.

3..7 The vendor, when submitting an offer, must be responsive. A responsive offer is defined as submitting a complete proposal as required by this solicitation.

3..8 The vendor, when submitting an offer, must not be on a New York State or Federal Debarment list. This is defined as being a responsible vendor.

3..9 The following are the applicable Debarment Lists:

- New York State Debarment List
- Federal Debarment List – SAM.GOV

3..10 Any bidder included on these debarment lists is ineligible for an award.

4. **Vendor Technical Understanding**

4..1 Tree identification including common and botanical names.

4..2 Native trees to City of Newburgh, Orange County, NY.

4..3 Tree physiology includes the function and parts of trees and their relationships.

4..4 Proper tree planting procedures and theories.

4..5 Soil characteristics, including factors such as fertilizer, lime, soil components, pH and soil organisms that affect the health of trees (familiar with Structural Soil(s).

4..6 General tree maintenance, including insect and disease identification and both chemical and non-chemical control.

4..7 Structure repairs, such as cabling, bracing, bark tracing, root aeration.

4..8 Proper pruning methods and theories including Basic Young Trees.

4..9 Root protection zones.

4..10 American National Standard (ANSI) A300 and ISA Best Management Practices

(BMP).

4..11 Must be familiar with urban settings, including hardscape infrastructure/Urban Forest Management.

4..12 Ability to prepare routine reports and correspondence in a timely manner.

4..13 Familiar with the City's Approved Street Tree List.

5. Scope of Services/Specifications

5..1 The Scope of Services is not necessarily all-inclusive, and the City may add any additional tasks or services related to tree management as needed.

5..2 Assist in the implementation and updating of the City's Tree Management Plan.

5..3 Aid the City in determining what type of trees and where trees should be planted on City property.

5..4 Review tree survey plans, and landscape plans associated with permit applications that require CAC review of new and redevelopment of properties, including tree pits, rain gardens, and bioswales.

5..5 Review and approve or deny applications for removal of trees in accordance with the City of Newburgh ordinance on preservation of trees.

5..6 Conduct site visits to perform tree health and safety inspections, survey evaluations, and tree risk assessments of existing trees at the City/CAC's request, as needed, and provide report of each review and site visit.

5..7 Help the City to determine what trees are dangerous and should be removed. Determine if trees have a disease and what steps can be taken to cure the disease.

6. Event Timelines

6..1

Event	Timeframe
1. Solicitation Advertised /Published	Thursday February 29, 2024
2. Question Period	Thursday February 29 – Friday March 22, 2024
3. Solicitation Submission/Closing Date	Friday March 29, 2024 at 11:00 a.m.
4. Opening of Received Proposals	Friday March 29, 2024
5. Proposal Review/Scoring Tabulation/Selection	Friday April 5, 2024
6. Intent to Award/Contract Distribution/ City Council Approval/Signed Contract and Award	On or about Tuesday April 30, 2024
7. Start Date	On or about Friday May 17, 2024

7. Submission Requirements

7..1 Vendors are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of the RFP may cause a proposal to be rejected.

Submission of a proposal in response to this RFP constitutes acceptance of all requirements outlined in the RFP.

7..2 The original proposal must be prepared on 8-1/2" x 11" paper using a font no smaller than 11-point with one-inch margins. One (1) USB Flash Drive containing an Adobe Portable Document Format (PDF) version of all proposal materials must also be provided. Each page of the submission must be numbered in a manner so that it can be uniquely identified. Legibility, clarity, and completeness are required.

7..3 The proposal must be signed by each individual Vendor or its authorized representative having the authority to legally bind the Vendor. The proposal shall also contain a statement that the proposal, including all proposed prices, contained therein shall remain firm and irrevocable for a period of ninety (90) days following the City's receipt of such proposal and the award of the contract.

7..4 Respondents must submit three (3) hard copies (original and two (2) copies) and one (1) digital copy (on a flash drive) of its proposal. Faxed or electronic submissions will not be considered.

7..5 The following are required when submitting a sealed proposal:

1. Resume of the Consulting Arborist, detailing desired qualifications with evidence of certifications, not more than two pages.
2. Include a summary of the consultant's understanding of what is required, not more than two pages.
3. References: Three (3) similar clients served in the last 10 years, two (2) of which must have knowledge of the Consultant's work as an arborist in a municipality. Please provide contact information for each.
4. Provide a work plan showcasing your comprehension of the scope of services, ability to perform the tasks in a timely fashion and your ability to be always available if necessary to accomplish the services.
5. Provide a cost proposal for the fee schedule of the Consultant to render the list of services identified in the Scope of Work. Pricing should be based on an hourly rate. Travel costs from the Consultant location to the City of Newburgh should not be charged. Cost proposals shall be valid for the 2023 calendar year. Please provide a copy of a sample monthly invoice with details outlining work coverage in the invoice period in the appendix of the response proposal.
6. One original and two copies of submitted proposal.
7. One digital copy
8. W-9
9. All sealed bids must be clearly marked as "#8.24 Consulting Arborist

7..6 **Send proposals to:**

City of Newburgh

City Hall, Office of the Comptroller

Attn: Robert Van Vlack

83 Broadway

Newburgh, New York 12550

7..7 All proposals are to be submitted sealed.

7..8 The City will accept all sealed proposals that are received by hand delivery or mailed before the submission/closing date.

7..9 All received bids will be initialed, dated and time recorded by Purchasing/Comptroller. Date and time will be recorded from an office computer or mobile (cell) phone.

7..10 Deadline for submission is Friday March 29, 2024 at 11:00 a.m.

7..11 Responses that miss the deadline will not be considered.

8. Question and Answer Period (Contacts)

8..1 The question submission period will be Thursday February 29 – Friday March 22, 2024.

8..2 All questions must be submitted through bidnetdirect.com. or submitted in writing to the following:

Robert Van Vlack – City Purchasing Agent

rvanvlack@cityofnewburgh-ny.gov

8..3 Any impermissible contact with any other City officer or employee regarding the RFP during the procurement period shall result in the rejection of any such Vendor's proposal. Vendors shall communicate in writing only.

8..4 The City Purchasing Agent will review and answer or direct questions to the proper department or person. The City Purchasing Agent will acknowledge and respond to all questions as quickly as possible.

9. Opening of Received Proposals

9..1 Proposal opening is Friday March 29, 2024. No public opening will be held.

9..2 Purchasing (or designee) is the lead for all RFP openings. Other attendees will be requested by Purchasing.

9..3 An RFP does not require a public opening. Opening will be closed unless a determination is made that a public opening is necessary.

9..4 The published Proposal Opening document will contain the following information:

A. The Solicitation Number.
B. Date and time of opening.
C. Attendees.
D. Name of each bidder.

9..5 The opening results will be published within two business days of the closing date.

9..6 The opening results will be published on bidnetdirect.com. The City is a participant in the Empire State Purchasing Group.

10. Evaluation Criteria, Scoring, and Selection

10..1 The information requested through this RFP is necessary for the City of Newburgh to adequately evaluate any proposal. Applicants are urged to submit proposals as complete as possible on their initial submission. Failure to supply the requested information may result in the rejection of the proposal.

10..2 Each vendor is responsible for carefully examining all RFP documents and thoroughly familiarizing themselves with each of the City's requirements prior to its submission of a proposal to ensure that its responses are following the RFP.

10..3 Evaluation Criteria, Weighted Factors:

Evaluation	%	Description
Qualifications Experience and References	**35%**	Proposer's professional qualifications and technical knowledge. Experience in providing arborist services in urban environments substantially similar to the City of Newburgh and references;
Technical Approach and Workplan Schedule	**25%**	Proposer's plan to accomplish scope of services. Ability to perform the task in a timely manner, including comprehension of what is required; and Ability to be always available to accomplish the services.
Pricing, Fees & Costs	**40%**	Cost competitiveness considering all the above factors

10..4 Each proposal will be evaluated based on the information submitted. The proposals will be evaluated by the relevant City Departments.

10..5 Selection will be based on "Best Value".

Best Value – The basis for awarding all service and technology contracts to the bidder that optimizes quality, cost, and efficiency, among responsive and responsible bidders. Such a basis shall be, wherever possible, objective, and quantifiable analysis.

10..6 Selection will go to the responsive (3.6) and responsible (3.7) offeror whose proposal demonstrates the overall best value (10.5) based on the scoring of the evaluation criteria.

11. Payment and Pricing Terms

11..1 All payments are managed according to the City Accounts Payable (AP) Process.

11..2 Vendor or Conservation Advisory Council (CAC) sends invoices to apinvoices@cityofnewburgh-ny.gov.

11..3 Invoices are reviewed and approved by the Conservation Advisory Council (CAC).

11..4 Invoices are payable within 30 days of receipt and approval of the invoice.

12. Contract Term

12..1 The contract term may be May 17, 2024 to December 31, 2024. A one-year extension may be considered.

12..2 The contract will be fully awarded to achieve a service start date on or about May 17, 2024.

13. Terms and Conditions

13..1 The City may, at its option, interview prospective offerors as part of this selection process. However, selection may take place without such interviews. Therefore, applicants are urged to present proposals that are as complete as possible upon initial submission.

13..2 The City reserves the right to amend its selection criteria at any point, at its sole discretion.

13..3 The City may terminate the solicitation process at any time for any reason.

13..4 The City reserves the right to reject any and/or all proposals.

13..5 The City has no obligation to discuss its reasons for selecting, accepting, or rejecting any proposals with the offeror or representatives of said offeror, but will entertain such requests.

13..6 The issuance of the solicitation does not obligate the City to select a proposal and/or enter into any agreement. A proposal does not constitute business terms under any eventual agreement.

13..7 A proposal does not in any way commit the City to reimburse respondents for any costs including but not limited to proposal preparation, telephone interviews, subcontractor agreements, and or final contract negotiations associated with the preparation and submission of proposals.

13..8 The Contract will need the approval of the Newburgh City Council.

13..9 Iran Divestment Act: By submission of a proposal in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, the vendor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Vendors Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf and further certifies that it will not utilize on such contract any subcontractor that is identified on the Prohibited Entities List. Additionally, the vendor is advised that should it seek to renew or extend a contract awarded in response to the solicitation, it must provide the same certification at the time the contract is renewed or extended.

14. Additional Considerations

14..1 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. Minority and Women-owned Business Enterprises ("MBW/WBE"), small and disadvantaged businesses are encouraged to apply.

15. Forms and Attachments

15..1 Non-Collusion Bidding Affidavit

15..2 Community Forest Management Plan

15..3 Approved Newburgh Tree List

NON-COLLUSION BIDDING AFFIDAVIT

CITY OF NEWBURGH

STATE of)
) SS:
County of)

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

I am _____, an officer of the firm of _____ 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 _____.
(Name of Contractor)

Subscribed and sworn to: _____
(Signature of Affiant above in ***BLUE*** Ink; type or print name/title below)

Name: _____ Title: _____

Before me this _____ day

of _____, 20__

_____
Notary Public of

My commission expires: _____

AFFIX NOTARY SEAL OR STAMP IN THIS BOX

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS