

# **Supplemental Consultant Agreement #2**

**Between**

**Bergmann Associates, Architects, Engineers, Landscape  
Architects & Surveyors, D.P.C.**

**And**

**Village of Croton-on-Hudson**

**P.I.N 8760.11**

**Restoration of Van Cortlandt Manor Entrance Project**

**Village of Croton-on-Hudson  
Westchester County**

## **Design Engineering Services**

**Village of Croton-on-Hudson (Sponsor)  
One Van Wyck Street  
Croton-on-Hudson, NY 10520**

**Historic Hudson Valley (Owner)  
639 Bedford Road  
Pocantico Hills, NY 10591**

**Prepared By:**

**Bergmann Associates, Architects, Engineers, Landscape  
Architects & Surveyors, D.P.C.  
2 Winners Circle, Suite 102  
Albany, New York 12205  
June 30, 2022**

**Architectural/ Engineering  
Consultant Contract**

PIN 8760.11

Agreement made this \_\_\_\_ day of \_\_\_\_, \_\_\_\_ by and between

Village of Croton-on-Hudson

having its principal office at One Van Wyck Street, Croton-on-Hudson, NY, (to be known throughout this document as the "**Sponsor**")

and

Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C., with its office at 2 Winners Circle, Suite 1020, Albany, NY 12205 (to be known throughout this document as the "**Consultant**")

**WITNESSETH:**

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this contract as **Restoration of Van Cortlandt Manor Entrance Project** (as described in detail in Attachment A annexed hereto, the "Project"), located at the Van Cortlandt Manor, a property of Historic Hudson Valley (to be known throughout this document as the "**Owner**" or "HHV"), the Sponsor has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Sponsor has selected the Consultant to perform such services in accordance with the requirements of this Contract; and

WHEREAS, the **Village Manager**, is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT**

This contract consists of the following:

- **Agreement Form** - this document titled "Architectural/Engineering Consultant Contract";
- **Attachment "A"** - Project Description and Funding;
- **Attachment "B"** – Scope of Services;
- **Attachment "C"** - as applicable, Staffing Rates, Hours, Reimbursables and Fee.

## **ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS**

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Contract shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Sponsor.

## **ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT**

As full compensation for Consultant's work, services and expenses hereunder the Sponsor shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

Q3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLABLE RATE/AMT or %	INTERIM PAYMENTS
Item I	<ul style="list-style-type: none"> <li>○ Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Contract, plus properly allocable partial salaries of all persons working part-time on this PROJECT.</li> <li>○ The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor.</li> <li>○ If, within the term of this Contract, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance</li> </ul>	<ul style="list-style-type: none"> <li>○ Actual cost incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative.</li> <li>○ Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Contract, all subject to audit.</li> <li>○ Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor.</li> </ul>	<ul style="list-style-type: none"> <li>○ The CONSULTANT shall be paid in _____ (fill in timeframe) progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C.</li> <li>○ Bills are subject to approval of the Sponsor and Sponsor's Representative.</li> </ul>

<b>Q3.1 Cost Plus Fixed Fee Method</b>			
<b>ITEM</b>	<b>DESCRIPTION OF ITEMS WITHIN METHOD</b>	<b>APPLABLE RATE/AMT or %</b>	<b>INTERIM PAYMENTS</b>
<b>Item II</b>	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Contract; all subject to audit.	All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	
<b>Item III</b>	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	
<b>Item IV</b>	<p>○ Overhead Allowance based on actual allowable expenses incurred during the term of this Contract, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), sub-part 1-31.2 as modified by sub-part 1-31.105, and applicable policies and guidelines of the Sponsor, NYSDOT and FHWA.</p> <p>○ For the purpose of this Contract, an accounting period shall be the CONSULTANT's fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Sponsor for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.</p>	<p>○ The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as <b>158%</b>, in all events not to exceed <b>158%</b>, subject to audit.</p>	

<b>Q3.1 Cost Plus Fixed Fee Method</b>			
<b>ITEM</b>	<b>DESCRIPTION OF ITEMS WITHIN METHOD</b>	<b>APPLABLE RATE/AMT or %</b>	<b>INTERIM PAYMENTS</b>
<b>Item V</b>	○ Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	A negotiated Lump Sum Fee which in this CONTRACT shall equal <b>\$10,900.</b>	
<b>Item VI</b>	The Maximum Amount Payable under this Contract including Fixed Fees unless this contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	Maximum Amount Payable under this Method shall be <b>\$148,000.</b>	

#### **ARTICLE 4. INSPECTION**

The duly authorized representatives of the Sponsor, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

#### **ARTICLE 5. AUDITS**

5.1 Payment to the Consultant is subject to the following audit rights of the Sponsor:

A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.

B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

c. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

5.2 In order to enable the Sponsor to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

II. Records of Direct Non-Salary Costs;

III. Copies of any subcontracts relating to said contract;

IV. Location where records may be examined; and

V. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

#### **ARTICLE 6. FINAL PAYMENT**

6.1 The Sponsor will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the Sponsor from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Contract or for any part thereof except as otherwise provided herein.

#### **ARTICLE 7. EXTRA WORK**

7.1 Consultant's performance of this Contract within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the Sponsor of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Sponsor on a monthly basis or such alternative interval as the Sponsor directs in writing.

- 7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Contract and constitutes extra work, the CONSULTANT shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole judge as to whether or not such work is in fact beyond the scope of this Contract and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT CONTRACT, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the CONSULTANT for execution after approvals have been obtained from necessary Sponsor officials, and, if required from the Federal Highway Administration.
- 7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the Sponsor all assistance required by the Sponsor. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Contract for the additional services above described, the Sponsor's directions shall be exercised by the issuance of a separate Contract, if necessary.

#### **ARTICLE 8. CONSULTING LIABILITY**

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Contract.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the Sponsor from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Contract shall create or give to third parties any claim or right of action against the Sponsor beyond such as may legally exist irrespective of this Article or this Contract.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) per project, issued to and covering damage for liability imposed on the CONSULTANT by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Contract. The CONSULTANT shall supply any certificates of insurance required by the Sponsor and adhere to any additional requirements concerning insurance.

#### **ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE**

This contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this contract in the sum of at least \$1,000,000.00 (One Million dollars) each.



The CONSULTANT shall furnish a certified copy of said policies to the Sponsor at the time of execution of this contract.

#### **ARTICLE 10. INTERCHANGE OF DATA**

All technical data in regard to the PROJECT existing in the office of the Sponsor or existing in the offices of the CONSULTANT shall be made available to the other party to this Contract without expense to such other party.

#### **ARTICLE 11. RECORDS RETENTION**

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Sponsor, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

#### **ARTICLE 12. DAMAGES AND DELAYS**

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Sponsor may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Sponsor of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this contract.

#### **ARTICLE 13. TERMINATION**

The Sponsor shall have the absolute right to terminate this Contract, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the Sponsor - if a termination is brought about for the convenience of the Sponsor and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the Sponsor's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Sponsor, of the total amount of work contemplated by the PROJECT CONTRACT.

#### **ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT**

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall

be obligated to perform the services required under this Contract, and the Sponsor shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Sponsor or his duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Sponsor for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Sponsor, the Sponsor will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

#### **ARTICLE 15. CODE OF ETHICS**

The CONSULTANT specifically agrees that this Contract may be canceled or terminated if any work under this Contract is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

#### **ARTICLE 16. INDEPENDENT CONTRACTOR**

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Sponsor by reason hereof, and that he 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 Sponsor, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

#### **ARTICLE 17. COVENANT AGAINST CONTINGENT FEES**

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

#### **ARTICLE 18. TRANSFER OF AGREEMENT**

The CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract or of his right, title or interest therein, or his power to execute such Contract, to any other person, company or corporation, without the previous consent in writing of the Sponsor.

If this provision is violated, the Sponsor may revoke and annul the Contract and the Sponsor shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the Sponsor.

#### **ARTICLE 19. PROPRIETARY RIGHTS**

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the

CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

## **ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS**

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the Sponsor.

**ARTICLE 20.1 PROMPT PAYMENT.** While federal regulation ([49 CFR 26.29](#)<sup>1</sup>) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

## **ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29**

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

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

## **ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing this Contract to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into

---

<sup>1</sup> <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=936406b1c92895795069232a53fb110f&rqn=div8&view=text&node=49:1.0.1.1.20.2.18.5&idno=49>

of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

#### **ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT**

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Sponsor may in certain circumstances, provide compensation for such work.
- B. Neither the Sponsor's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Sponsor in accordance with applicable law for all damages to the Sponsor caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the Sponsor provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

#### **ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS**

The CONSULTANT agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. 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 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, CONSULTANT agrees that neither it nor its

SUBCONSULTANTS 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. CONSULTANT 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.

#### **ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5(c)**

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- a. an existing contract for the PROJECTs ROW incidental work or construction engineering; or
- b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

#### **ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS** *(unless more restrictive municipal laws apply)*

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

#### **ARTICLE 27. 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 Consultant'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, Consultant and its subconsultants 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.

#### **ARTICLE 28. 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 Consultant agrees, as a material condition of the contract, that neither the Consultant 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 Consultant, or any of the aforesaid affiliates of Consultant, 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

Sponsor and the New York State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (see 2 NYCRR 105.4).

#### **ARTICLE 29. SERVICE OF PROCESS**

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Consultant's actual receipt of process or upon the Sponsor's receipt of the return thereof by the United State Postal Service as refused or undeliverable. Consultant must promptly notify the Sponsor, in writing, of each and every change of address to which service of process can be made. Service by the Sponsor to the last known address shall be sufficient. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

**ARTICLE 30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA.** At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

**ARTICLE 31. MISCELLANEOUS**

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

**IN WITNESS WHEREOF**, the parties have duly executed this Contract effective the day and year first above written.

Sponsor	Consultant
by: _____	by: _____
Date: _____	Date: _____

**SPONSOR**

STATE OF NEW YORK

ss:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the \_\_\_\_\_, New York; that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, N.Y.

**CONSULTANT:**

STATE OF NEW YORK

ss:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the \_\_\_\_\_, New York; that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, N.Y.

**OWNER:**

STATE OF NEW YORK

SS:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the \_\_\_\_\_, New York; that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, N.Y.



**Attachment A**  
**Architectural/ Engineering Consultant Contract**  
**Project Description and Funding**

PIN: 8760.11

BIN: None

☐ Main Agreement    ☐ Amendment to Contract [add identifying #]    ☒ Supplement to Contract

***Phase of Project Consultant to work on:***

☒ P.E./Design

☐ ROW Incidentals

☐ ROW Acquisition

☐ Construction, C/I, & C/S

Dates or term of Consultant Performance:

Start Date:

Finish Date:

***PROJECT DESCRIPTION:***

Design improvements to the entrance to Van Cortlandt Manor site (South Riverside Avenue) and within the Van Cortlandt Manor property to enhance safety and security of the property.

Project Location:

Village of Croton-on-Hudson, Westchester County

Consultant Work Type(s): See Attachment B for more detailed Scope of Services.

**MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:**

**\$148,000**

# **ATTACHMENT B**

## **SCOPE OF SERVICES**



## Village of Croton-on-Hudson/HHV

### PIN 8760.11 – RESTORATION OF VAN CORTLANDT MANOR ENTRANCE

#### Additional Services Scope / Supplemental Agreement #2

*March 21, 2022*

This letter documents elements of work that have changed with respect to the original Base Task List and Instructions (Exhibit A - Scope of Services) for PIN 8760.11, dated July 24, 2014, and Supplemental Agreement #1 (approved July 7, 2021).

#### Additional Scope of Services

##### Section 1 General

##### Section 1.05 Project Familiarization/Management

As a result of the extended duration and changes to the project scope, new staff have been brought on to the project team since the project began and they require a thorough review of the project information and any scope changes. Select staff require a visit to the site to become familiar with project and field conditions.

Project management effort has increased due to revised scope, coordination with local utility companies, coordination with the project team (Heritage Landscapes, Meeker Associates), Village authorities, Historic Hudson Valley, and NYSDOT Local Liaison. This includes obtaining quotes from potential DBE construction inspection firms to perform full-time on-site construction inspection services for the construction phase of the project. Our original proposed subconsultant, MJ Engineering, is no longer a DBE firm, and therefore a new firm needs to be selected. This effort included confirmation with NYSDOT regarding the subconsultant solicitation process, required staffing based on estimated project cost, and DBE goal.

As per NYSDOT, an updated DBE Goal Assessment form is required to be completed and submitted prior to letting of the construction contract. Bergmann will prepare this form and submit it to the Local Project Unit for their completion of it.

##### Section 1.06 Meetings

Due to the project duration for design phase extending beyond 2021, and additional design elements added/revised, additional meetings with HHV and the project team are required.



### Section 3 Preliminary Design

For Supplemental Agreement #1, it was estimated that additional budget would be required to complete this Section since a significant portion of the original budget was expended for past conceptual design alternatives, meetings, site visits, and coordination. The additional budget that was estimated in Supplemental Agreement #1 was not enough to complete all of the tasks under this Section. Therefore, additional budget is required for completion of the tasks below.

#### Section 3.01 Design Criteria

The revised scope of the project includes the following improvements:

- Design of landscape and site improvements within the historic core, as recommended by Heritage Landscapes, LLC.
- Design of visitor reception tent area
- Design of median at site entrance
- Design of entrance signage and lighting
- Design of surface treatment to existing concrete road and driveway to Visitor Building
- Coordination/review of subconsultants Heritage Landscapes & Meeker Associates designs

#### Section 3.02 Development/Detailed Evaluation

Performed detailed evaluations of the above listed improvements.

#### Section 3.03 Cost Estimates

Updated the project cost estimate numerous times, based on multiple project scope revisions during the development of the detailed plans.

### Section 4 Environmental

#### Section 4.05 Permits and Approvals

On August 11, 2021, Bergmann prepared an Article 24 Wetlands Permit Application to the NYSDEC Region 3 office. The application packet included the re-delineation of the wetland boundary, description of the proposed activities, erosion and sediment controls, and discussion of maintenance and monitoring of the project area. The 60% design plans were used as the basis for determining the proposed impacts to the 100-ft wetland adjacent area (1.02-acres temporary impacts; 0.65-acre permanent impacts). Bergmann performed an updated review of potential wildlife impacts within the project area and determined that there may be a bald eagle nesting area nearby. We coordinated with the NYSDEC Region 3 about this, and they replied in an email that the project was within proximity to documented bald eagle nest and wintering area, and they determined that based on the distance to the nest, ambient noise conditions, etc., no additional noise-related impacts are anticipated to the nest from the proposed work. The email also said to avoid impacts to wintering eagles (work to be conducted from April 1 to November 1). Bergmann included this email with the Article 24 Wetlands Permit Application.



On November 17, 2021, Tracey O'Malley of the NYSDEC Region 3 submitted a Notice of Incomplete Application to HHV and Bergmann. They requested numerous items, including to demonstrate how the proposed disturbances to the wetland adjacent area meet the DEC standards of the permit (disturbances avoided/minimized, alternatives, justification), updated plans showing existing and proposed conditions (including grading, stabilization of disturbed areas and revegetation, and details), information of proposed work during the winter months, a comparison of expected noise levels to ambient noise levels at the site, and that no white pines are to be removed within 300' of a shoreline.

Coordination with NYSDEC Region 3 was ongoing throughout the project permitting process. HHV and Bergmann held multiple meetings to discuss NYSDEC's comments/concerns. At HHV's request, Bergmann performed a noise study to determine the changes in noise levels at a reference location to assess the potential noise effects from the construction that are anticipated to occur during the wintering season for nearby bald eagles. This assessment considered ambient noise levels of traffic on US Route 9, noise emission levels from the construction equipment anticipated to be used, such as in tree removal operations, the anticipated construction schedule and the locations of trees to be removed. The findings were documented in accordance with the requirements, instructions, and guidance in Chapter 4.4.18 Noise Analysis Policy and Procedures of the Environmental Manual (TEM) specifically those pertaining to construction noise. On January 26, 2022, Bergmann submitted the noise analysis memo of the project to HHV for their review. It was determined that the proposed work would have an 'unnoticed or tolerable' effect on bald eagles utilizing the wintering habitat area.

On February 4, 2022, Bergmann prepared a response to the NYSDEC's Notice of Incomplete Application, which included updated project impacts to the 100-ft wetland adjacent area (1.04-acres temporary, 0.33-acre permanent), updated design plans showing the proposed impacts including tree removals, proposed landscaping, utility installation, roadway resurfacing, and earthwork. Bergmann included a memo dated January 28, 2022, prepared by Heritage Landscapes that describes and justifies their design intent to remove certain trees. Bergmann also described that the proposed impacts are generally considered 'usually compatible' as they are associated with expanding or modifying existing functional facilities. The noise analysis memo was also attached, along with requested SEQR documentation.

Due to the duration of time since the Design Report approval, the NYSDOT/FHWA is requiring that the NEPA concurrence reevaluation occur before authorization to proceed to construction is issued. Bergmann will complete the NEPA Reevaluation form and the RSEEC checklist and submit to NYSDOT/FHWA for review and approval. Comments will be addressed as needed.

#### Section 6 – Detailed Design

Bergmann addressed comments on the 90% ADPs received from NYSDOT Local Liaison group. Additional effort was required by Bergmann and Heritage Landscapes to prepare the Advance Design Plans (90% and 100% design level), which incorporated additional design items requested by HHV, HHV's security consultant, and Meeker Associates. This included preparing an Add Alternate to the design for the use of exposed aggregate concrete in lieu of colored asphalt at South Riverside Ave entrance. Plans were revised to remove proposed work that was outside of the Area of Potential Effect line, so as not to require additional FHWA review.



Heritage Landscapes has also submitted a change order request in the amount of \$46,923 for their effort in progressing their 50% documents to 100% construction documents, which was not part of their original contract. This change order request is attached.

Bergmann revised the design for the proposed improvements to the existing water meter pit as requested by the Village of Croton-on-Hudson (i.e., Village-specific meter, gate valves, backflow preventer, etc.), and coordinated with the Village regarding the proposed transfer of ownership of the portion of South Riverside Avenue to be conveyed to HHV. This included coordination with the NYSDOT Local Liaison.

Bergmann performed structural engineering design for Meeker Associates' banner structure assembly (upright, mast arms, baseplate, and footings), main identification sign structure assembly (upright, cross arm and stem footing), and Visitor Information signage assemblies (baseplates and footings). Bergmann also revised the site plans to include the locations of the banner assemblies, main identification sign, and information assemblies. As Meeker does not use AutoCAD or similar products in their business, Bergmann had to convert/edit Meeker's signage design plans to be incorporated into the plan set.

Bergmann performed structural engineering design review/reinforcement selection for Heritage Landscapes entrance gate wall, posts, footing and foundations. Bergmann submitted the structural engineering design to Heritage Landscapes and coordinated with them as required. Since all federally funded local projects must be designed and built-in accordance with current NYSDOT specifications for construction and materials, Bergmann performed extensive reviews of Heritage Landscapes design plans and technical specifications throughout the Detailed Design Phase, so that the design is in accordance with NYSDOT requirements.

Additional special specifications were added to the Bid Manual that are not part of the NYSDOT Standard Specifications database. These are proprietary items recommended by both HHV and Heritage Landscapes, as well as modified PIN-approved NYSDOT Special Specifications, to be consistent with the historic nature of the property. Bergmann also prepared the required justification letters to the NYSDOT Local Liaison requesting approval of those special specifications.

As requested by HHV, Bergmann coordinated with Con Edison about their gas main and potential for relocation to allow the proposed light pole and entrance gate wall to be installed where shown on the plans. Bergmann continues to coordinate with Con Edison about this conflict and required trenching requirements/separation distances for existing gas mains and electrical conduits.

### Fee Estimate

Additional Scope Work: \$148,000 (see attached)

**ATTACHMENT C**

**SALARY SCHEDULES, STAFFING TABLES**

**DIRECT NON-SALARY COSTS AND FEES**

**Design Services**

**Exhibit A, Page 1**  
**Bergmann Associates - Salary Schedule**  
**Restoration of Van Cortlandt Manor Entrance**  
**Village of Croton-on-Hudson, Westchester County**  
**PIN 8760.11**

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES		MAX HOURLY RATES				OVERTIME CATEGORY
		DATE OF SALARIES IN CERTIFIED ROSTER 3/23/2019	PROJECT MID-POINT 3/22/2021					
				2019	2020	2021	2022	
Principal	IX (A)	\$79.00	\$82.16	\$79.00	\$82.16	\$85.45	\$88.86	A
Project Manager	VIII (A)	\$72.16	\$75.05	\$79.00	\$82.16	\$85.45	\$88.86	B
Senior Project Engineer	VII (A)	\$60.23	\$62.64	\$63.43	\$65.97	\$68.61	\$71.35	B
Project Engineer	VI (A)	\$52.13	\$54.22	\$55.23	\$57.44	\$59.74	\$62.13	B
Senior Engineer	V (A)	\$47.70	\$49.61	\$49.48	\$51.46	\$53.52	\$55.66	B
Engineer	IV (A)	\$42.75	\$44.46	\$44.35	\$46.12	\$47.97	\$49.89	B
Design Engineer	III (A)	\$36.59	\$38.05	\$43.97	\$45.73	\$47.56	\$49.46	B
Senior Environmental Specialist	III (A)	\$45.34	\$47.15	\$45.34	\$47.15	\$49.04	\$51.00	B
Junior Engineer	I/II (A)	\$28.65	\$29.80	\$33.45	\$34.79	\$36.18	\$37.63	B
Senior Designer	IV (N)	\$47.95	\$49.87	\$51.64	\$53.71	\$55.85	\$58.09	B
Senior Engineering Technician	IV (N)	\$40.60	\$42.22	\$47.01	\$48.89	\$50.85	\$52.88	C
Senior Engineering Technician	III (N)	\$33.18	\$34.51	\$36.80	\$38.27	\$39.80	\$41.39	C
Engineering Technician	II (N)	\$27.59	\$28.69	\$30.00	\$31.20	\$32.45	\$33.75	C
Engineering Technician	I (N)	\$21.38	\$22.24	\$24.05	\$25.01	\$26.01	\$27.05	C
Senior Construction Inspector	IV (N)	\$45.71	\$47.54	\$52.05	\$54.13	\$56.30	\$58.55	C
Senior Construction Inspector	III (N)	\$37.92	\$39.44	\$40.90	\$42.54	\$44.24	\$46.01	C
Construction Inspector	II (N)	\$30.90	\$32.14	\$32.10	\$33.38	\$34.72	\$36.11	C
Construction Inspector	I (N)	\$24.38	\$25.36	\$32.00	\$33.28	\$34.61	\$36.00	C
Senior Land Surveyor - Licensed	IV (N)	\$46.44	\$48.30	\$55.90	\$58.14	\$60.46	\$62.88	C
Party Chief - Licensed	IV (N)	\$46.44	\$48.30	\$55.90	\$58.14	\$60.46	\$62.88	C
Party Chief - Unlicensed	III (N)	\$32.03	\$33.31	\$36.50	\$37.96	\$39.48	\$41.06	C
Instrument Person	II (N)	\$27.30	\$28.39	\$31.95	\$33.23	\$34.56	\$35.94	C
Technical Typist	N/A	\$24.56	\$25.54	\$27.64	\$28.75	\$29.90	\$31.09	C
Trainee	N/A	\$21.15	\$22.00	\$21.15	\$22.00	\$22.88	\$23.80	C

**NOTES**

Hourly rates shall not exceed those shown above.

Date of Certified Roster is when salaries went into affect through 2021. 2022 rates are assumed.

Date Certified Roster was accepted by NYSDOT: 03/23/2019

**OVERTIME POLICY**

Category A - No overtime compensation.

Category B - Overtime compensated at straight time rate.

Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day.



**Exhibit A, Page 2**  
**Bergmann Associates - Staffing Table**  
**Restoration of Van Cortlandt Manor Entrance**  
**Village of Croton-on-Hudson, Westchester County**  
**PIN 8760.11**

JOB TITLE	ASCE (A) OR NICET (N) GRADE	Section 1	Section 2	Section 3	T A S K S				Total Hours	Average Hourly Rate	Direct Technical Labor
				Section 4	Section 5	Section 6	Section 7				
Principal	IX (A)	0	0	0	0	0	0	0	0	\$82.16	\$0.00
Project Manager	VIII (A)	0	0	0	0	0	0	0	0	\$75.05	\$0.00
Senior Project Engineer	VII (A)	17	0	36	18	0	40	0	111	\$62.64	\$6,953.04
Project Engineer	VI (A)	96	0	76	28	0	84	0	284	\$54.22	\$15,398.48
Senior Engineer	V (A)	0	0	0	0	0	0	0	0	\$49.61	\$0.00
Engineer	IV (A)	0	0	0	0	0	14	0	14	\$44.46	\$622.44
Design Engineer	III (A)	10	0	108	10	0	61	0	189	\$38.05	\$7,191.45
Senior Environmental Specialist	III (A)	10	0	0	36	0	0	0	46	\$47.15	\$2,168.90
Junior Engineer	I/II (A)	10	0	0	40	0	0	0	50	\$29.80	\$1,490.00
Senior Designer	IV (N)	0	0	0	0	0	0	0	0	\$49.87	\$0.00
Senior Engineering Technician	IV (N)	0	0	0	0	0	0	0	0	\$42.22	\$0.00
Senior Engineering Technician	III (N)	0	0	0	0	0	0	0	0	\$34.51	\$0.00
Engineering Technician	II (N)	0	0	0	0	0	0	0	0	\$28.69	\$0.00
Engineering Technician	I (N)	0	0	0	0	0	50	0	50	\$22.24	\$1,112.00
Senior Construction Inspector	IV (N)	0	0	0	0	0	0	0	0	\$47.54	\$0.00
Senior Construction Inspector	III (N)	0	0	0	0	0	0	0	0	\$39.44	\$0.00
Construction Inspector	II (N)	0	0	0	0	0	0	0	0	\$32.14	\$0.00
Construction Inspector	I (N)	0	0	0	0	0	0	0	0	\$25.36	\$0.00
Senior Land Surveyor - Licensed	IV (N)	0	0	0	0	0	0	0	0	\$48.30	\$0.00
Party Chief - Licensed	IV (N)	0	0	0	0	0	0	0	0	\$48.30	\$0.00
Party Chief - Unlicensed	III (N)	0	0	0	0	0	0	0	0	\$33.31	\$0.00
Instrument Person	II (N)	0	0	0	0	0	0	0	0	\$28.39	\$0.00
Technical Typist	N/A	0	0	0	0	0	0	0	0	\$25.54	\$0.00
Trainee	N/A	0	0	0	0	0	0	0	0	\$22.00	\$0.00
Total		143	0	220	132	0	249	0	744 744	\$	34,936.31

**TASKS**

SECTION 1 - GENERAL	
SECTION 2 - DATA COLLECTION	
SECTION 3 - PRELIMINARY DESIGN	
SECTION 4 - ENVIRONMENTAL	
SECTION 5 - RIGHT-OF-WAY	
SECTION 6 - DETAILED DESIGN	
SECTION 7 - ADVERTISEMENT, BID OPENING, AND AWARD	
Subtotal	\$100,947
Direct Expenses	\$46,923
Total	\$147,870

**FEE (Including Overhead & Profit)**

\$21,440
\$0
\$30,297
\$17,092
\$0
\$32,118
\$0
\$100,947
\$46,923
\$147,870

**Exhibit A, Page 3**  
**Bergmann Associates - Direct Non-Salary Costs**  
**Restoration of Van Cortlandt Manor Entrance**  
**Village of Croton-on-Hudson, Westchester County**  
**PIN 8760.11**

**1. Lodging, Sustenance & Travel**

Meal Per Diem	0	Allowance @	\$55	Per Meal	3	Persons	\$0
Lodging	0	Nights @	\$125	Per Night for	2	Persons	\$0
Auto Rental	0	Days @	\$75	Per Day	1	Persons	\$0

Mileage		<u>Trips @</u>	<u>Miles per trip</u>	<u>Miles</u>			
Preliminary Design Progress Meetings	0	Trips @	260	Miles per trip	0		
Wetland Delineation	0	Trips @	260	Miles per trip	0		
	<u>0</u>				0	Miles @	\$0.580
						=	
						Subtotal	<u>\$0</u>
							\$0

**2. Out of House Reproduction**

	Sheets		Each				
8 1/2 X 11 Reproduction	0	x	\$0.10			=	
11 X 17 Reproduction	0	x	\$0.25			=	\$0
22 X 34 Reproduction	0	x	\$1.30			=	\$0
Vela Bond Plots	0	x	\$2.50			=	\$0
Color Plots	0	x	\$30.00			=	\$0
Color Copies	0	x	\$1.00			=	\$0
Foam Core Board	0	x	\$10.00			=	\$0
Mylar's	0	x	\$15.00			=	\$0
						Subtotal	<u>\$0</u>
							\$0

**3. Equipment Rental and Supplies**

Subtotal \$0  
\$0

**4. Miscellaneous Expenses**

Mailings, Postage, Express Mail	\$0
Permit Fees	\$0
	\$0
Tolls	\$0
PPE, Laboratory Analysis	\$0
	\$0
Subtotal	<u>\$0</u>
	\$0

**5. Owner's Protective Liability Insurance**

Subtotal \$0  
\$0

Total Direct Non Salary Costs:  
**Total Direct Non Salary Costs Say:** \$0

**6. SUBCONTRACTOR COSTS**

\$0  
Subtotal \$0  
\$0

**Total Subcontractor Costs:** \$0

**Exhibit A, Page 4**  
**Bergmann Associates - Summary**  
**Restoration of Van Cortlandt Manor Entrance**  
**Village of Croton-on-Hudson, Westchester County**  
**PIN 8760.11**

			DESIGN SERVICES
			PHASES I-VI
			TOTAL
Item IA, Direct Technical			
Salaries (estimated)			
subject to audit			\$34,936
Item IB, Direct Technical			
Salaries Premium Portion			
of overtime subject to			
audit (estimate)			\$0
Item II, Direct Non-			
Salary Cost (estimated)			
subject to audit			\$0
Item II Direct Non-			
Salary Cost (estimated)			
subject to audit			
(Sub-Contractor Cost)			\$0
Item III, Overhead			
Estimated subject to audit	1.5800		\$55,199
Item IV, Fixed			
Fee (negotiated)	12%		\$10,900
Item II Direct Non-	Heritage Landscapes		\$46,923
Salary Cost (estimated)	Meeker		\$0
subject to audit			
(Sub-Consultant Cost)			
Estimated Cost:			\$147,958
Say:			\$148,000

**Bergmann**  
Restoration of Van Cortlandt Manor Entrance  
Village of Croton-on-Hudson, Westchester County  
PIN 8756.11

	Principal	Project Manager	Senior Project Engineer	Project Engineer	Senior Engineer	Engineer	Design Engineer	Senior Environmental Specialist	Junior Engineer	Senior Designer	Senior Land Surveyor - Licensed	Party Chief - Unlicensed	Engineering Technician	Engineering Technician	Trainee	TOTAL
	IX (A)	VIII (A)	GEU VII (A)	RD VI (A)	MK V (A)	JB/CM IV (A)	PH III (A)	JB III (A)	JH/BL III (A)	IV (N)	IV (N)	III (N)	II (N)	DS I (N)	N/A	
	\$82.16	\$75.05	\$62.64	\$54.22	\$49.61	\$44.46	\$38.05	\$47.15	\$29.80	\$49.87	\$48.30	\$34.51	\$28.69	\$22.24	\$22.00	
SECTION 1 - GENERAL Assumptions																
1.05 PROJECT FAMILIARIZATION/MANAGEMENT			4	32	0		8	8	8							60
1.06 MEETINGS																0
Weekly Design Meetings			5	40	0		2	2	2							51
Bi-Weekly Progress Meetings (thru May 2022)			8	24												32
																0
			0	0												0
TOTALS SECTION 1 - GENERAL	0	0	17	96	0	0	10	10	10	0	0	0	0	0	0	143

SECTION 2 - DATA COLLECTION																
	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
2.01 DESIGN SURVEY																0
																0
TOTALS SECTION 2 - DATA COLLECTION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

SECTION 3 - PRELIMINARY DESIGN																
	0.0%	0.0%	16.4%	34.5%	0.0%	0.0%	49.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
3.01 DESIGN CRITERIA			12	24	0	0	24		0							60
3.02 DEVELOPMENT OF ALTERNATIVES			12	24	0		24		0	0			0			60
3.03 COST ESTIMATES			12	28	0		60						0			100
TOTALS SECTION 3 - PRELIMINARY DESIGN	0	0	36	76	0	0	108	0	0	0	0	0	0	0	0	220

SECTION 4 - ENVIRONMENTAL Assumptions																
4.02 SEQRA CLASSIFICATION																0
Prepare Long EAP				0					0							0
4.03 SCREENINGS & PRELIMINARY INVESTIGATIONS			0	0		0			0							0
Project Submittal Package			0	0		0			0							0
4.04 DETAILED STUDIES AND ANALYSES			0	0												0
4.05 PERMITS AND APPROVALS			12	20			10	12	24	24	16					78
Noise Study/Bald Eagle review			6	8												54
			0	0									0			0
TOTALS SECTION 4 - ENVIRONMENTAL	0	0	18	28	0	0	10	36	40	0	0	0	0	0	0	132

SECTION 5 - RIGHT-OF-WAY Assumptions																
	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
TOTALS SECTION 5 - RIGHT-OF-WAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

SECTION 6 - DETAILED DESIGN Assumptions																
	0.0%	0.0%	16.1%	33.7%	0.0%	5.6%	24.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	20.1%	0.0%	100.0%
6.01			0	0		0	0									0
6.02 ADVANCE DETAIL PLANS (ADP)			20	40	0	14	40		0	0				50		164
6.03 CONTRACT DOCUMENTS			20	44		0	21									85
																0
TOTALS SECTION 6 - DETAILED DESIGN	0	0	40	84	0	14	61	0	0	0	0	0	0	50	0	249

<b>Bergmann</b> Restoration of Van Cortlandt Manor Entrance Village of Croton-on-Hudson, Westchester County PIN 8756.11	Principal	Project Manager	Senior Project Engineer	Project Engineer	Senior Engineer	Engineer	Design Engineer	Senior Environmental Specialist	Junior Engineer	Senior Designer	Senior Land Surveyor - Licensed	Party Chief - Unlicensed	Engineering Technician	Engineering Technician	Trainee	TOTAL
	IX (A)	VIII (A)	GEU VII (A)	RD VI (A)	MK V (A)	JB/CM IV (A)	PH III (A)	JB III (A)	JH/BL VII (A)	IV (N)	IV (N)	III (N)	II (N)	DS I (N)	N/A	
	\$82.16	\$75.05	\$62.64	\$54.22	\$49.61	\$44.46	\$38.05	\$47.15	\$29.80	\$49.87	\$48.30	\$34.51	\$28.69	\$22.24	\$22.00	

SECTION 7 - ADVERTISEMENT, BID OPENING, AND AWARD		Assumptions	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
TOTALS	SECTION 7 - ADVERTISEMENT, BID OPENING, AND AWARD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

MAN-HOUR SUMMARY																	
SECTION 1 - GENERAL		0	0	17	96	0	0	10	10	10	0	0	0	0	0	0	143
SECTION 2 - DATA COLLECTION		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 3 - PRELIMINARY DESIGN		0	0	36	76	0	0	108	0	0	0	0	0	0	0	0	220
SECTION 4 - ENVIRONMENTAL		0	0	18	28	0	0	10	36	40	0	0	0	0	0	0	132
SECTION 5 - RIGHT-OF-WAY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 6 - DETAILED DESIGN		0	0	40	84	0	14	61	0	0	0	0	0	0	50	0	249
SECTION 7 - ADVERTISEMENT, BID OPENING, AND AWARD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
GRAND TOTALS (HOURS):		0	0	111	284	0	14	189	46	50	0	0	0	0	50	0	744
AVERAGE RATES:		\$82.16	\$75.05	\$62.64	\$54.22	\$49.61	\$44.46	\$38.05	\$47.15	\$29.80	\$49.87	\$48.30	\$34.51	\$28.69	\$22.24	\$22.00	

COST SUMMARY																	
SECTION 1 - GENERAL		\$0	\$0	\$1,065	\$5,205	\$0	\$0	\$381	\$472	\$298	\$0	\$0	\$0	\$0	\$0	\$0	\$7,420
SECTION 2 - DATA COLLECTION		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SECTION 3 - PRELIMINARY DESIGN		\$0	\$0	\$2,255	\$4,121	\$0	\$0	\$4,109	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,485
SECTION 4 - ENVIRONMENTAL		\$0	\$0	\$1,128	\$1,518	\$0	\$0	\$381	\$1,697	\$1,192	\$0	\$0	\$0	\$0	\$0	\$0	\$5,916
SECTION 5 - RIGHT-OF-WAY		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SECTION 6 - DETAILED DESIGN		\$0	\$0	\$2,506	\$4,554	\$0	\$622	\$2,321	\$0	\$0	\$0	\$0	\$0	\$0	\$1,112	\$0	\$11,116
SECTION 7 - ADVERTISEMENT, BID OPENING, AND AWARD		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL DOLLARS:		\$0	\$0	\$6,953	\$15,398	\$0	\$622	\$7,191	\$2,169	\$1,490	\$0	\$0	\$0	\$0	\$1,112	\$0	\$34,936