

Supplemental Consultant Agreement #4

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
May 18, 2023**

**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"> ○ 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. ○ 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. ○ 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 	<ul style="list-style-type: none"> ○ 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. ○ Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Contract, all subject to audit. ○ Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor. 	<ul style="list-style-type: none"> ○ 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. ○ Bills are subject to approval of the Sponsor and Sponsor's Representative.

Q3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLABLE RATE/AMT or %	INTERIM PAYMENTS
Item II	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.	
Item III	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	
Item IV	<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 158%, in all events not to exceed 158%, subject to audit.</p>	

Q3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLABLE RATE/AMT or %	INTERIM PAYMENTS
Item V	○ 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 \$16,900 (for Section 1 thru 8 – Design/CS services), and \$59,805 & \$37,413 (for Section 9 – Construction Inspection services).	
Item VI	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 \$898,651 .	

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](#)¹) 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

¹ <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=936406b1c92895795069232a53fb110f&rgn=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 by: _____ Date: _____	Consultant by: _____ 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 B

SCOPE OF SERVICES

Village of Croton-on-Hudson/HHV

PIN 8760.11 – RESTORATION OF VAN CORTLANDT MANOR ENTRANCE

Additional Services Scope / Supplemental Agreement #4

May 18, 2023

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 Agreements #1 (approved July 7, 2021), #2 (approved July 19, 2022), and #3 (approved January 30, 2023).

Additional Scope of Services

Section 1 General

Section 1.05 Project Familiarization/Management

Project management effort has increased due to revised scope, coordination with the project team (Heritage Landscapes), Village authorities, Historic Hudson Valley and their representative, Envoie Projects, and NYSDOT Local Liaison. This includes coordination with Envoie for their review of the contract documents, bid alternates/deducts, & construction inspection firm solicitation process, as well as coordination with NYSDOT Local Liaison and its review departments. During the construction phase (estimated at 16 months), there will continue to be project management to ensure a successful completion of the project.

Section 1.06 Meetings

Due to the project duration for design phase extending into mid-2023 and additional design elements added/revised, additional meetings with HHV, Envoie, NYSDOT and the project team were required.

Section 4 – Environmental

As required by NYSDOT, Bergmann prepared a NEPA Re-evaluation of the project. Bergmann reviewed the U.S. Fish & Wildlife website IPAC review tool for endangered and threatened species within the project area, to determine if there had been any changes since the submission of the Design Report. As such, the Northern Long Eared Bat is now an endangered species in New York and may have habitat within the project area. Bergmann reviewed the project area using the IPAC tool, and it was determined that the project site will not cause an adverse effect for the Northern Long Eared Bat. The NEPA Re-evaluation Form was completed and submitted to NYSDOT.

Section 6 – Detailed Design

Bergmann and Heritage Landscapes continue to address comments on the 100% PSEs received from the NYSDOT Local Liaison and the NYSDOT review departments. Additional effort was required by Bergmann to



revise the PSEs, which incorporated additional design items requested by HHV, HHV's security consultant, and HHV's representative Envoie Projects. This also includes revising Deduct Alternates to the bid documents.

Bergmann revised the 100% PSEs as requested by HHV and has reviewed the proposed revisions with NYSDOT Local Liaison.

Additional special specifications and special notes were added to the Bid Manual that are not part of the NYSDOT Standard Specifications database. These include 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 continues to address comments from NYSDOT's review of the special specifications and special notes, to obtain approval for the project to go out to bid.

Section 8 – Construction Support

Bergmann and Heritage Landscapes will provide Construction Support services for the anticipated 16-month construction work duration. This will include providing design responses to unanticipated or changed field conditions, analyze and participate in approval of proposed design changes, and interpret design plans. In response to unanticipated and/or varying field conditions or changes in construction procedures, Bergmann & Heritage Landscapes will conduct on-site field reconnaissance (assumed to be 10 site visits each for Bergmann and Heritage Landscapes during the construction phase) and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.

Bergmann and Heritage Landscapes will analyze and make recommendations on the implementation of changes proposed by HHV or the construction contractor, interpret and clarify design concepts, plans and specifications, respond to requests for information (RFI's), and review and approve submittals and shop drawings for construction.

Bergmann and Heritage Landscapes will participate in bi-weekly progress meetings (assumed to be 22 meetings) via conference call.

Section 9 – Construction Inspection

Bergmann and their subconsultant CV Associates of NY will provide full-time construction inspection services for the anticipated 16-month construction work duration. Bergmann will perform contract administration until the completion of the final agreement and issuance of final payment for the contract. This includes maintaining complete project records, processing payments, performing detailed inspection work, and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

Bergmann and their subconsultant will provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project. We will provide sufficiently trained personnel to perform the requirements of this contract agreement adequately and competently. We will take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, and reports for proper completion of the contract records.



The following is a typical monthly Construction Support/Construction Inspection schedule during construction:

- Daily: Full-time Bergmann Resident Engineer and full-time CV Associates Construction Inspector on-site
- Weekly: Construction Project Meeting held on-site, usually at the Contractor's job trailer, with Bergmann Resident Engineer in attendance, any required subcontractors, and HHV local personnel invited to attend.
- Bi-Weekly: Construction Project Meeting held on-site, usually at the Resident's Engineer project trailer, with the Contractor, required subcontractors, HHV local personnel, and Resident Engineer in attendance; and Bergmann's Project Manager, Heritage Landscape's Landscape Architect, HHV management personnel, Envioe personnel, and others as invited, all attending via conference call. This meeting may be in lieu of the Weekly Construction Project Meeting.
- Monthly: Construction Support site visit by Bergmann's Project Manager and/or Project Engineer, Heritage Landscape's Landscape Architect and/or Design Professional.

Fee Estimate

Additional Scope Work (less previous Construction Support/Construction Inspection contract amount):
\$898,651

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	PROJECT MID-POINT	2022	2023	2024	2025	
		3/7/2022	3/22/2024					
Principal	IX (A)	\$84.90	\$88.30	\$90.00	\$93.60	\$97.34	\$101.24	A
Project Manager	VIII (A)	\$68.93	\$71.69	\$80.73	\$83.96	\$87.32	\$90.81	B
Senior Project Engineer	VII (A)	\$59.28	\$61.65	\$66.50	\$69.16	\$71.93	\$74.80	B
Project Engineer	VI (A)	\$52.19	\$54.28	\$55.40	\$57.62	\$59.92	\$62.32	B
Senior Engineer	V (A)	\$47.00	\$48.88	\$50.81	\$52.84	\$54.96	\$57.15	B
Engineer	IV (A)	\$40.64	\$42.27	\$46.54	\$48.40	\$50.34	\$52.35	B
Design Engineer	III (A)	\$36.38	\$37.84	\$44.85	\$46.64	\$48.51	\$50.45	B
Senior Environmental Specialist	III (A)	\$46.70	\$48.57	\$49.06	\$51.02	\$53.06	\$55.19	B
Junior Engineer	I/II (A)	\$29.30	\$30.47	\$33.29	\$34.62	\$36.01	\$37.45	B
Senior Designer	IV (N)	\$48.83	\$50.78	\$52.90	\$55.02	\$57.22	\$59.51	B
Senior Engineering Technician	IV (N)	\$41.26	\$42.91	\$46.50	\$48.36	\$50.29	\$52.31	C
Senior Engineering Technician	III (N)	\$34.64	\$36.03	\$39.20	\$40.77	\$42.40	\$44.09	C
Engineering Technician	II (N)	\$28.15	\$29.28	\$30.00	\$31.20	\$32.45	\$33.75	C
Engineering Technician	I (N)	\$23.46	\$24.40	\$23.65	\$24.60	\$25.58	\$26.60	C
Resident Engineer	IV (N)	\$55.75	\$57.98	\$55.75	\$57.98	\$60.30	\$62.71	C
Senior Construction Inspector	IV (N)	\$48.82	\$50.77	\$52.00	\$54.08	\$56.24	\$58.49	C
Senior Construction Inspector	III (N)	\$42.28	\$43.97	\$45.00	\$46.80	\$48.67	\$50.62	C
Construction Inspector	II (N)	\$32.02	\$33.30	\$36.40	\$37.86	\$39.37	\$40.95	C
Construction Inspector	I (N)	\$29.01	\$30.17	\$29.01	\$30.17	\$31.38	\$32.63	C
Senior Land Surveyor - Licensed	IV (N)	\$51.69	\$53.76	\$61.98	\$64.46	\$67.04	\$69.72	C
Party Chief - Licensed	IV (N)	\$51.69	\$53.76	\$61.98	\$64.46	\$67.04	\$69.72	C
Party Chief - Unlicensed	III (N)	\$33.12	\$34.44	\$40.34	\$41.95	\$43.63	\$45.38	C
Instrument Person	II (N)	\$30.35	\$31.56	\$34.63	\$36.02	\$37.46	\$38.95	C
Technical Typist	N/A	\$26.70	\$27.77	\$31.54	\$32.80	\$34.11	\$35.48	C
Trainee	N/A	\$20.70	\$21.53	\$23.28	\$24.21	\$25.18	\$26.19	C

NOTES

Hourly rates shall not exceed those shown above.
Date of Certified Roster is when salaries went into affect through 2022. 2023 rates are assumed.
Date Certified Roster was accepted by NYSDOT: 03/07/2022

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	T A S K S									Total Hours	Average Hourly Rate	Direct Technical Labor
		Section 1	Section 2	Section 3	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9			
Principal	IX (A)	0	0	0	0	0	0	0	0	0	0	\$88.30	\$0.00
Project Manager	VIII (A)	4	0	0	0	0	0	0	0	0	4	\$71.69	\$286.76
Senior Project Engineer	VII (A)	260	0	0	0	0	94	0	204	0	558	\$61.65	\$34,400.70
Project Engineer	VI (A)	0	0	0	0	0	0	0	0	0	0	\$54.28	\$0.00
Senior Engineer	V (A)	0	0	0	0	0	22	0	308	0	330	\$48.88	\$16,130.40
Engineer	IV (A)	0	0	0	0	0	6	0	0	0	6	\$42.27	\$253.62
Design Engineer	III (A)	10	0	0	0	0	0	0	0	0	10	\$37.84	\$378.40
Senior Environmental Specialist	III (A)	0	0	0	44	0	14	0	0	0	58	\$48.57	\$2,817.06
Junior Engineer	I/II (A)	0	0	0	0	0	0	0	0	0	0	\$30.47	\$0.00
Senior Designer	IV (N)	0	0	0	0	0	0	0	0	0	0	\$50.78	\$0.00
Senior Engineering Technician	IV (N)	0	0	0	0	0	0	0	0	0	0	\$42.91	\$0.00
Senior Engineering Technician	III (N)	0	0	0	0	0	0	0	0	0	0	\$36.03	\$0.00
Engineering Technician	II (N)	0	0	0	0	0	0	0	0	0	0	\$29.28	\$0.00
Engineering Technician	I (N)	0	0	0	0	0	0	0	0	0	0	\$24.40	\$0.00
Resident Engineer	IV (N)	0	0	0	0	0	0	0	0	0	0	\$57.98	\$0.00
Senior Construction Inspector	IV (N)	0	0	0	0	0	0	0	0	0	0	\$50.77	\$0.00
Senior Construction Inspector	III (N)	0	0	0	0	0	0	0	0	0	0	\$43.97	\$0.00
Construction Inspector	II (N)	0	0	0	0	0	0	0	0	0	0	\$33.30	\$0.00
Construction Inspector	I (N)	0	0	0	0	0	0	0	0	0	0	\$30.17	\$0.00
Senior Land Surveyor - Licensed	IV (N)	0	0	0	0	0	0	0	0	0	0	\$53.76	\$0.00
Party Chief - Licensed	IV (N)	0	0	0	0	0	0	0	0	0	0	\$53.76	\$0.00
Party Chief - Unlicensed	III (N)	0	0	0	0	0	0	0	0	0	0	\$34.44	\$0.00
Instrument Person	II (N)	0	0	0	0	0	0	0	0	0	0	\$31.56	\$0.00
Technical Typist	N/A	0	0	0	0	0	0	0	0	0	0	\$27.77	\$0.00
Trainee	N/A	0	0	0	0	0	0	0	0	0	0	\$21.53	\$0.00
Total		274	0	0	44	0	136	0	512		966	\$	54,266.94

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	
SECTION 8 - CONSTRUCTION SUPPORT	
SECTION 9 - CONSTRUCTION INSPECTION	(see attached)
Subtotal	
(less previous CS amount)	
(less previous CI amount)	
Direct Expenses	
Total	

FEE (Including Overhead & Profit)

\$48,300
\$0
\$0
\$6,200
\$0
\$22,550
\$0
<u>\$79,850</u>
<u>\$1,023,000</u>
\$1,179,900
-\$52,401
-\$302,410
<u>\$73,562</u> (includes Heritage Landscapes)
\$898,651

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>		
Preconstruction Meeting	1	Trips @	260 Miles per trip	260		
On-site Meeting	10	Trips @	260 Miles per trip	2600		
	<u>11</u>			2860	Miles @	\$0.625 =
						Subtotal <u>\$1,788</u>
						\$1,788

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
Tolls	10	Trips	\$13 per trip			\$130
PPE, Laboratory Analysis						\$0
						Subtotal <u>\$0</u>
						\$130

5. Owner's Protective Liability Insurance

Subtotal \$0
\$0

Total Direct Non Salary Costs:
Total Direct Non Salary Costs Say: \$1,918
\$1,920

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

		CONSTRUCTION SUPPORT	
		TOTAL	
Item IA, Direct Technical Salaries (estimated) subject to audit		\$54,267	
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)		\$0	
Item II, Direct Non-Salary Cost (estimated) subject to audit		\$1,920	
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)		\$0	
Item III, Overhead Estimated subject to audit	1.5800	\$85,742	
Item IV, Fixed Fee (negotiated)	12%	\$16,900	
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	Heritage Landscapes	\$71,642 \$0	
Estimated Cost:		\$230,471	
Say:		\$230,500	

Bergmann		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 - Unclassified	Engineering Technician	Engineering Technician	Trainee	TOTAL
Restoration of Van Cortlandt Manor Entrance Village of Croton-on-Hudson, Westchester County PIN 8750.11		IX (A)	VIII (A)	RD VII (A)	VI (A)	SAG V (A)	JB/CM IV (A)	III (A)	JB III (A)	JH/BL VII (A)	IV (N)	IV (N)	III (N)	II (N)	DS I (N)	N/A	
		\$88.30	\$71.69	\$61.65	\$54.28	\$48.88	\$42.27	\$37.84	\$48.57	\$30.47	\$50.78	\$53.76	\$36.03	\$29.28	\$24.40	\$21.53	
SECTION 1 - GENERAL		Assumptions															
		0.0%	1.5%	94.9%	0.0%	0.0%	0.0%	3.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
1.05 PROJECT MANAGEMENT		Assume 18 Month Construction Period															
1.06 MEETINGS			4	220	0	0		10	0	0							234
Weekly Design Meetings				20	0	0		0	0	0							20
Bi-Weekly Progress Meetings				20	0	0											20
				0	0	0											0
TOTALS SECTION 1 - GENERAL		0	4	260	0	0	0	10	0	0	0	0	0	0	0	0	274
SECTION 2 - DATA COLLECTION		#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	0
SECTION 3 - PRELIMINARY DESIGN		#VALUE!															
3.01 DESIGN CRITERIA				0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.02 DEVELOPMENT OF ALTERNATIVES				0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.03 COST ESTIMATES				0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS SECTION 3 - PRELIMINARY DESIGN		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 4 - ENVIRONMENTAL		Assumptions															
		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
4.02 SEQRA CLASSIFICATION																	0
Pressure Log EAP				0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.03 SCREENINGS & PRELIMINARY INVESTIGATIONS				0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Submittal Package				0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.04 DETAILED STUDIES AND ANALYSES				0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.05 PERMITS AND APPROVALS				0	0	0	0	0	0	0	0	0	0	0	0	0	0
NEPA Reevaluation				0	0	0	0	0	44	0	0	0	0	0	0	0	44
				0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS SECTION 4 - ENVIRONMENTAL		0	0	0	0	0	0	0	44	0	0	0	0	0	0	0	44
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%	69.1%	0.0%	16.2%	4.4%	0.0%	10.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
6.01				0	0	0	0	0	0	0	0	0	0	0	0	0	0
6.02 ADVANCE DETAIL PLANS (ADP)				24	0	22	6	0	14	0	0	0	0	0	0	0	66
6.03 CONTRACT DOCUMENTS				70	0	0	0	0	0	0	0	0	0	0	0	0	70
				0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS SECTION 6 - DETAILED DESIGN		0	0	94	0	22	6	0	14	0	0	0	0	0	0	0	136

Bergmann Restoration of Van Cortlandt Manor Entrance Village of Croton-on-Hudson, Westchester County PIN 8750.11	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)	RD VII (A)	VI (A)	SAG V (A)	JB/CM IV (A)	III (A)	JB III (A)	JH/BL VII (A)	IV (N)	IV (N)	III (N)	II (N)	DS I (N)	N/A	
	\$88.30	\$71.69	\$61.65	\$54.28	\$48.88	\$42.27	\$37.84	\$48.57	\$30.47	\$50.78	\$53.76	\$36.03	\$29.28	\$24.40	\$21.53	

SECTION 7 - ADVERTISEMENT, BID OPENING, AND AWARD		Assumptions															
7.01 ADVERTISEMENT, BID OPENING, AND AWARD		#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 7 - ADVERTISEMENT, BID OPENING, AND AWARD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

SECTION 8 - CONSTRUCTION SUPPORT		Assumptions																
8.01 PRECONSTRUCTION MEETING	Assume 16 month construction period	0.0%	0.0%	25.0%	0.0%	75.0%	0.0%	0.0%	#VALUE!	0.0%	0.0%	0.0%	0.0%	#VALUE!	0.0%	0.0%	100.0%	
8.02 PROGRESS MEETINGS	On-site Meetings			8	0		0	0										8
	Bi-weekly conference calls			80	0		0	0	0	0	0	0	0					80
8.03 RFIs	Assume 10 per Construction Phase			32	0		0	0	0	0	0	0	0					64
8.04 SUBMITTALS/SHOP DRAWINGS REVIEW				10	0		106	0	0									128
8.05 DESIGN CHANGES				10	0		106	0	0									116
TOTALS SECTION 8 - CONSTRUCTION SUPPORT		0	0	204	0	308	0	0	0	0	0	0	0	0	0	0	0	512

SECTION 9 - CONSTRUCTION INSPECTION		Assumptions																
9.01 CONSTRUCTION INSPECTION	Assume 16 month construction period	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	
9.02 PROGRESS MEETINGS				0	0		0	0										0
TOTALS SECTION 9 - CONSTRUCTION INSPECTION		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

MAN-HOUR SUMMARY																		
SECTION 1 - GENERAL		0	4	260	0	0	0	10	0	0	0	0	0	0	0	0	0	274
SECTION 2 - DATA COLLECTION		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 3 - PRELIMINARY DESIGN		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 4 - ENVIRONMENTAL		0	0	0	0	0	0	0	44	0	0	0	0	0	0	0	0	44
SECTION 5 - RIGHT-OF-WAY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 6 - DETAILED DESIGN		0	0	94	0	22	6	0	14	0	0	0	0	0	0	0	0	136
SECTION 7 - ADVERTISEMENT, BID OPENING, AND AWARD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 8 - CONSTRUCTION SUPPORT		0	0	204	0	308	0	0	0	0	0	0	0	0	0	0	0	512
SECTION 9 - CONSTRUCTION INSPECTION		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
GRAND TOTALS (HOURS):		0	4	558	0	330	6	10	58	0	0	0	0	0	0	0	0	966
AVERAGE RATES:		\$88.30	\$71.69	\$61.65	\$54.28	\$48.88	\$42.27	\$37.84	\$48.57	\$30.47	\$50.78	\$53.76	\$36.03	\$29.28	\$24.40	\$21.53		

COST SUMMARY																		
SECTION 1 - GENERAL		\$0	\$287	\$16,029	\$0	\$0	\$0	\$378	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,694
SECTION 2 - DATA COLLECTION		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SECTION 3 - PRELIMINARY DESIGN		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SECTION 4 - ENVIRONMENTAL		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,137	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,137
SECTION 5 - RIGHT-OF-WAY		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SECTION 6 - DETAILED DESIGN		\$0	\$0	\$5,795	\$0	\$1,075	\$254	\$0	\$680	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,804
SECTION 7 - ADVERTISEMENT, BID OPENING, AND AWARD		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SECTION 8 - CONSTRUCTION SUPPORT		\$0	\$0	\$12,577	\$0	\$15,055	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27,632
SECTION 9 - CONSTRUCTION INSPECTION		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL DOLLARS:		\$0	\$287	\$34,401	\$0	\$16,130	\$254	\$378	\$2,817	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,635

Van Cortlandt Manor Construction
16 months Construction Administration Services
Heritage Landscapes LLC Staffing & Expenses, May 2023

Staffing		PLA Founder ODonnell	PLA Proj Mngr Viteretto	Proj Tech Staff	
F	Bid Process and Award Assist	7	40	34	81
F1	Prepare for and Attend Pre-Bid Meeting	1	6	4	
F2	Provide bid documents	2	8	12	
F3	Provide Addendum	2	10	8	
F4	Respond to RFI's	2	16	10	
G	Construction Administration	66	336	98	500
G1	<i>Project Meetings (16 mos. Construction - 2 phases)</i> Participate in Project Meetings on-line 22 biweekly meetings Participate in Project Meetings on-site, 10 site review	12 16	44 70	12 8	
G2	<i>RFIs Request for Information</i> Construction Phases 1 & 2	6	30	22	
G3	<i>Submittals (potential 12-14 count)</i>	6	48	16	
G4	<i>Shop Drawings</i> Paving, brick steps, flagstone bases Masonry, stone caps & veneer walls Metal Fabrication, vehicular-pedestrian gates, metal rail Carpentry ; Lamp post, utility outlet covers	10	64	32	
G5	<i>On-Site Reviews, veg/tree removal/materials/Mock-ups/grading/etc.</i> (10 progress reviews combined with project meetings)	16	80	8	
H.	Project Close out	5	20	7	32
H1	Pre-Final site inspection	1	8		
H2	Substantial complete site inspection, prepare itemized list of elements	3	10	3	
H3	Review of as-built drawings by Contractor	1	2	4	
Staff Hours		78	396	139	613
Staff Rates		\$ 200	\$ 135	\$ 80	
Subtotals		\$ 15,600	\$ 53,460	\$ 11,120	
TOTAL STAFFING				\$	80,180
Approved CA Deduct				\$	12,740
Updated CA Staffing Amount				\$	67,440
DIRECT EXPENSES BUDGET (reimburse at direct cost as incurred)					
Travel to Van Cortlandt Manor from CT office (RT 96mi/0.625)		18	\$ 60	\$ 1,080	
Travel to Van Cortlandt Manor from VT office (RT 530mi/0.625)		2	\$ 331	\$ 662	
Lodging and Meals		3	\$ 320	\$ 960	
Office Printing allowance		1	\$ 1,500	\$ 1,500	
TOTAL DIRECT EXPENSES				\$	4,202
Heritage Landscapes Added Staffing and Expenses after Deduct				\$	71,642

ATTACHMENT D

SALARY SCHEDULES, STAFFING TABLES DIRECT NON-SALARY COSTS AND FEES

Construction Inspection Services

Exhibit A, Page 1
Salary Schedule

BERGMANN ASSOCIATES
PIN 8760.11

Escalation = 1.04

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVG. HOURLY RATES			MAX HOURLY RATES				OVERTIME CATEGORY
		PRESENT (02/2023)	PROJECTED (01/2024)	PROJECTED (01/2025)	PRESENT (3/2022)	PROJECTED (01/2023)	PROJECTED (01/2024)	PROJECTED (01/2025)	
Project Manager	VII (A)	\$72.00	\$74.88	\$77.88	\$80.73	\$83.96	\$87.32	\$90.81	A
Resident Engineer	IV (N)	\$60.00	\$62.40	\$64.90	\$57.98	\$60.30	\$62.71	\$65.22	C

NOTES:

Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable, as described in Exhibit E, whichever is less.

Written approval from the Regional Construction Engineer must be received by the Consultant before using titles shown in the Salary Schedule but not shown in the Staffing Table.

OVERTIME POLICY:

Overtime is reimbursable by the categories below only if the firm has a policy to pay overtime compensation.

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 40 hours per week.

NIGHT WORK POLICY:

Night shift work will be compensated at 10% above regular pay for the hours worked in a night shift. Night shift work is defined as any hours worked after 8:00pm and before 6:00am. For any work performed in an overtime capacity, compensation will be paid at either the overtime rate or at the night shift work differential, whichever is higher, but not at any combination of both rates. Night differential is reimbursable at a maximum of 10% only if the firm has a policy to pay a night shift differential.

Exhibit A, Page 2
Staffing Table

BERGMANN ASSOCIATES

PIN 8760.11

JOB TITLE	ASCE OR NICET GRADE	2023			2024												2025												Post	(1)	(2)	(3)	(4)	(5)	(6)				
		Precon	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M								J	J	A	
Project Manager	VII (A)									8	8	8	8	8	8	8	8					8	8	8	8	8	8	8					128	\$74.88			\$0.00	\$9,584.64	
																																		0	\$74.88	\$37.44		\$0.00	\$0.00
Resident Engineer	IV (N)	80								168																								248	\$60.00			\$0.00	\$14,880.00
											184	168	168	176	184	160	184					176												1,400	\$62.40	\$30.00		\$0.00	\$87,360.00
											10	10	10	10	10	10	10					10																\$2,496.00	\$4,992.00
																							184	160	168	176	176	168	184		168			1,384	\$64.90			\$2,271.36	\$89,816.06
																							10	10	10	10	10	10						70	\$64.90	\$32.45		\$2,271.36	\$4,542.72
NOTES:																												TOTALS	3,160	150			\$4,767.36	\$211,175.42					

** Overtime Hours

- (1) Total Hours (straight time)
- (2) Total Hours (overtime)
- (3) Projected Hourly Rate (straight time rate)
- (4) Projected Hourly Rate (premium rate)
- (5) Direct Technical Salaries (premium portion)
- (6) Direct Technical Salaries (straight time portion)

TOTAL SALARIES (PREMIUM PORTION)	\$4,767.36	=====
TOTAL SALARIES (STRAIGHT TIME PORTION)	\$211,175.42	=====

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

 BERGMANN ASSOCIATES
 PIN 8760.11

1. TRAVEL

a) On-Job Travel -

1 inspectors x 22 day/mo. x 16 mo.
 mi./day = 10 mi.
 Total On-Job Travel: 3,520 mi. x \$0.655 /mi. \$2,305.60

 TOTAL TRAVEL \$2,305.60

2. ON-SITE MATERIAL TESTING

Material testing/Asbestos Air monitoring will be provided by a local testing firm if needed during construction \$25,300.00

 TOTAL ON-SITE MATERIAL TESTING \$25,300.00

3. OWNER'S PROTECTIVE INSURANCE (Estimated)

\$0.00

 \$0.00

4. EXPENDABLE EQUIPMENT & SOFTWARE

Cloth Tapes & Thermometers \$600.00
 Construction management software (Appia) (3 ea @ 2 years) \$12,000.00

 TOTAL EQUIPMENT \$12,600.00

5. SURVEY PERSONNEL COSTS

Wage Differential

		Hours @	Rate	
Party Chief (P.C.)	III (N)	0	\$0.00	\$0.00
Instrumentperson (I.P.)	II (N)	0	\$0.00	\$0.00
Rodperson (R.P.)	I (N)	0	\$0.00	\$0.00

 \$0.00

Supplemental Benefits

		Hours @	Rate	
Party Chief (P.C.)	III (N)	0	\$0.00	\$0.00
Instrumentperson (I.P.)	II (N)	0	\$0.00	\$0.00
Rodperson (R.P.)	I (N)	0	\$0.00	\$0.00

 \$0.00

 \$0.00

 TOTAL DIRECT NON-SALARY COST \$40,205.60

=====

Exhibit B, Page 2
Salary Schedule

C. V. ASSOCIATES NY; PE, LS, P.C.
PIN 8760.11

Escalation = 1.04

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVG. HOURLY RATES			MAX HOURLY RATES			OVERTIME CATEGORY
		PRESENT (5/2023)	PROJECTED (01/2024)	PROJECTED (01/2025)	PRESENT (1/2023)	PROJECTED (01/2024)	PROJECTED (01/2025)	
Sr Construction Inspector	III (N)	\$48.90	\$52.81	\$54.92	\$52.92	\$55.04	\$57.24	C
Construction Inspector	II (N)	\$38.80	\$41.90	\$43.58	\$43.20	\$44.93	\$46.73	C

NOTES:

Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable, as described in Exhibit E, whichever is less.

Written approval from the Regional Construction Engineer must be received by the Consultant before using titles shown in the Salary Schedule but not shown in the Staffing Table.

OVERTIME POLICY:

Overtime is reimbursable by the categories below only if the firm has a policy to pay overtime compensation.

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 8 hours per day, Monday to Friday. Saturday, Sunday and Govt Holidays are all ALL overtime work. Night shift work shall be compensated at ten (10) percent above the regular hourly rate for the hours worked during a night shift period, between 8 PM and 6 AM. Reimbursement for the night shift work shall be paid at the overtime rate or at the night shift differential rate, whichever is higher, but not in any combination of the two rates.

Exhibit B, Page 3
Staffing Table

C. V. ASSOCIATES NY; PE, LS, P.C.

PIN 8760.11

JOB TITLE	ASCE OR NICET GRADE	2023		2024					2025					(1)	(2)	(3)	(4)	(5)	(6)			
		A	M	J	J	A	S	O	N	D	J	F	M							A	M	J
Sr. Construction Inspector (P/T) (ST)	III N								20									20	\$48.90		\$978.00	
Sr. Construction Inspector (P/T) (O)	III N								2									2	\$48.90	\$24.45	\$48.90	\$97.80
Sr. Construction Inspector (P/T) (ST)	III N								88	80	92	80	88	88	84			620	\$52.81		\$32,742.20	
Sr. Construction Inspector (P/T) (O)	III N								5	5	5	5	5	5	5			37	\$52.81	\$26.41	\$976.99	\$1,953.97
Sr. Construction Inspector (P/T) (ST)	III N																	600	\$54.92		\$32,952.00	
Sr. Construction Inspector (P/T) (O)	III N																	35	\$54.92	\$27.46	\$961.10	\$1,922.20
Construction Inspector (ST)	II N								80									80	\$48.90		\$3,912.00	
Construction Inspector (OT)	II N								5									5	\$48.90	\$24.45	\$122.25	\$244.50
Construction Inspector (ST)	II N								176	160	184	160	176	176	168			1,280	\$41.90		\$53,632.00	
Construction Inspector (OT)	II N								10	10	10	10	10	10	10			75	\$41.90	\$20.95	\$1,571.25	\$3,142.50
Construction Inspector (ST)	II N																	1,200	\$41.96		\$50,352.00	
Construction Inspector (OT)	II N																	35	\$41.96	\$20.98	\$734.30	\$1,468.60

NOTES:

** Overtime Hours

(1) Total Hours (straight time)

(2) Total Hours (overtime)

(3) Projected Hourly Rate (straight time rate)

(4) Projected Hourly Rate (premium rate)

(5) Direct Technical Salaries (premium portion)

(6) Direct Technical Salaries (straight time portion)

TOTALS	3,800	189		\$4,414.79	\$183,397.77
TOTAL SALARIES (PREMIUM PORTION)				\$4,414.79	=====
TOTAL SALARIES (STRAIGHT TIME PORTION)				\$183,397.77	=====

Exhibit B, Page 4
 Estimate of Expendable Direct Non-Salary Cost

 C. V. ASSOCIATES NY; PE, LS, P.C.
 PIN 8760.11

1. TRAVEL

a) On-Job Travel -

1.5 inspectors x 22 day/mo. x 16 mo.
 mi./day = 10 mi.
 Total On-Job Travel: 5,280 mi. x \$0.655 /mi. \$3,458.40

 TOTAL TRAVEL \$3,458.40

2. ON-SITE MATERIAL TESTING

\$0.00

 TOTAL ON-SITE MATERIAL TESTING \$0.00

3. OWNER'S PROTECTIVE INSURANCE (Estimated)

\$0.00

 \$0.00

4. EXPENDABLE EQUIPMENT

Cloth Tapes & Thermometers \$250.00

 TOTAL EQUIPMENT \$250.00

5. SURVEY PERSONNEL COSTS

Wage Differential

		Hours @	Rate	
Party Chief (P.C.)	III (N)	0	\$0.00	\$0.00
Instrumentperson (I.P.)	II (N)	0	\$0.00	\$0.00
Rodperson (R.P.)	I (N)	0	\$0.00	\$0.00

 \$0.00

Supplemental Benefits

		Hours @	Rate	
Party Chief (P.C.)	III (N)	0	\$0.00	\$0.00
Instrumentperson (I.P.)	II (N)	0	\$0.00	\$0.00
Rodperson (R.P.)	I (N)	0	\$0.00	\$0.00

 \$0.00

 \$0.00

 TOTAL DIRECT NON-SALARY COST \$3,708.40
 =====

Exhibit B, Page 5
Summary

C. V. ASSOCIATES NY; PE, LS, P.C.
PIN 8760.11

Item IA		
Direct Technical Salaries (estimated), subject to audit		\$183,398
Item IB		
Direct Technical Salaries, Premium Portion of Overtime (estimated) subject to audit		\$4,415
Item IIA		
Expendable Direct Non-Salary Cost (estimated) subject to audit		\$3,708
Item IIB		
Nonexpendable Direct Non-Salary Cost (estimated) and subject to audit (Sub-Contractor Cost)		\$0
Item III		
Overhead (estimated) subject to audit	1.04	\$190,734
Item IV		
Net Fee (negotiated)	10.00%	\$37,413
Item IIC		
Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)		\$0

Total Estimated Cost		\$419,668
MAXIMUM AMOUNT PAYABLE		\$419,668
		=====

Exhibit C
Summary

BERGMANN ASSOCIATES
PIN 8760.11

Item IA		
Direct Technical Salaries (estimated), subject to audit		\$211,175
Item IB		
Direct Technical Salaries, Premium Portion of Overtime (estimated) subject to audit		\$4,767
Item IIA		
Expendable Direct Non-Salary Cost (estimated) subject to audit		\$40,206
Item IIB		
Nonexpendable Direct Non-Salary Cost (estimated) and subject to audit (Sub-Contractor Cost)		\$0
Item III		
Overhead (estimated) subject to audit	1.36	\$287,198
Item IV		
Net Fee (negotiated)	12.00%	\$59,805
Item IIC		
Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)		\$419,668
Total Estimated Cost		----- \$1,022,819
MAXIMUM AMOUNT PAYABLE		\$1,023,000 =====

C. V. ASSOCIATES NY; PE, LS, P.C. \$419,668

\$419,668