

CITY OF MIDDLETOWN
BOARD OF ESTIMATE AND APPORTIONMENT AGENDA
NOVEMBER 19, 2024 - 6:45 PM
COMMON COUNCIL CHAMBERS

1. ROLL CALL

2. APPROVAL OF MINUTES

3. NEW BUSINESS

3.1. Authorization to Re-levy 2019-2023 Miscellaneous Delinquent bills to the 2025 Tax Roll

Leonora Liz is requesting from the Board of Estimate authorization to re -levy from 2019 through 2023 Miscellaneous delinquent bills into the 2025 real property tax bills in the following amount:

Unpaid Miscellaneous Bills: 77 Parcels = \$71,120.35

3.2. Authorization for a Temporary Borrowing in the amount of \$2,000,000 for Traffic Operations Current Bill

Jacob Tawil is respectfully requesting a temporary borrowing from the General Fund in the amount of \$2 million to cover current Traffic Operations bills. A reimbursement in the amount of \$2.5 million submitted on 10/1/24 has been delayed and is expected on December 18th.

FROM	AMOUNT	TO
GENERAL FUND	\$2,000,000	H.908.900
BALANCE		TRAFFIC OPERATIONS

3.3. Authorization to Accept the Pitney Bowe renewal 60 month Lease Agreement

Leonora Liz is requesting approval to accept the renewal Pitney Bowe Equipment Lease agreement and authorization for the mayor to sign it. The lease agreement would include updating the current postage machine that is no longer in compliance with USPS. The rate will be \$1,821.03 billed quarterly.

3.4. Authorization to Approve the Phase II Finished LP Water Main Replacement -EPA Grant and Proposal

For your review and considerations, please find the attached proposal dated 11/18/2024 from Barton & Loguidice (B&L) for Engineering, Contruction Admin and Observation services in the amount of \$587,700 for Phase II of the City Water

System Improvement, replacement of approximately 5,000 to 6,400 Lineal feet of 24-inch with 36-inch diameter low pressure water main from WTP to some point on Mohagen Ave.

The project was submitted through **Congressman Pat Ryan** for Congressional Appropriations funding request for fiscal year 2022 and was **awarded \$3,500,000 grant with 20% required local match** for a **total project budget of \$4,375,000.**

City's 20% share of \$875,000 is requested to be bonded and may start off as a BAN funding.

B&L was selected through Federal process of Request for Qualification. Several highly qualified Engineering firms submitted responsive RFQ. City committee was assembled by the Mayor and scored the RFQs where B&L was selected to submit proposal for the work.

Jacob Tawil reviewed the B&L proposal and find it to be responsive and reasonable to meet the project needs.

Jacob Tawil is respectfully requesting to approve the submitted B&L proposal in the amount of \$587,700.00, authorize the commencement of the work, establish the project funding line and bonding authorization of City share and authorize the Mayor to sign all related documents.

3.5. Authorization to approve WSP Proposal in the amount of \$60,000 for the RAISE Grant Application

Attached, please find the draft proposal from WSP to assist the City in applying for the RAISE Grant with a cost not to exceed \$60,000 which will include replacement of significant amounts of curbs and sidewalks and bringing the same to ADA standards. This project will build on the current Traffic Operation project and the previous DOT curb and sidewalk project that was completed five years ago.

The total project cost, if successful in obtaining the grant, will be \$20,000,000 - \$25,000,000. There will be a 20% local match. The deadline for the grant submittal is January 30, 2025.

A conference call was set up for 4:00 this afternoon with the WSP design team, the Mayor and Jacob Tawil to discuss this proposal in further detail.

Jacob Tawil hereby requests to authorize the Treasurer to transfer funding from the General Fund in the amount of \$60,000 to Traffic Operation

FROM	AMOUNT	TO
GENERAL FUND	\$60,000	H.908.900
BALANCE		TRAFFIC OPERATIONS

4. WATER/SEWER/LAWN MAINTENANCE ADJUSTMENT
5. ADJOURNMENT



DEPARTMENT OF FINANCE

City Of Middletown

Leonora Liz
Treasurer

16 James Street
Middletown, NY 10940
Tel: (845) 346-4150
Fax: (845) 343-1101

November 2024

To: The Board of Estimate

From: Leonora Liz, Treasurer

I am requesting from the Board of Estimate authorization to re -levy 2019 - 2023 miscellaneous delinquent bills into the 2025 real property tax bills in the following amounts:

Unpaid Miscellaneous Bills: 77 Parcels = \$71,120.35

Sincerely,

Leonora Liz



Sourcewell State & Local Term Rental

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)		
CITY OF MIDDLETOWN FINANCE DEPT			146002297		
Sold-To: Address					
16 JAMES STRM 13, MIDDLETOWN, NY, 10940-5724, US					
Sold-To: Contact Name		Sold-To: Contact Phone #		Sold-To: Account #	
Kelly Connolly		(845) 346-4154		0010217703	
Bill-To: Address					
16 JAMES ST, MIDDLETOWN, NY, 10940-5724, US					
Bill-To: Contact Name		Bill-To: Contact Phone #		Bill-To: Account #	
Susan Cummings		8453433169		0017409335	
Bill-To: Email					
scummings@middletown-ny.com					
Ship-To: Address					
16 JAMES STRM 13, MIDDLETOWN, NY, 10940-5724, US					
Ship-To: Contact Name		Ship-To: Contact Phone #		Ship-To: Account #	
Kelly Connolly		(845) 346-4154		0010217703	
PO #					

Your Business Needs

Qty	Item	Business Solution Description
1	RELAY4500	Relay 4500
1	F381076	PB Kit, Relay 2500-4500
1	F790042-01	Power Cord
1	STDSLA	Standard SLA-Equipment Service Agreement (for Relay 4500)
1	TI45	Relay 4500 w/Install & Training
1	SENDPROCAUTO	SendPro C Auto
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	993-4C	DM400 Series Return Kit With Box
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APKN	Account List Import/Export
1	C5CC	Sendpro C Auto 95
1	CAAB	Basic Cost Accounting

1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online-PitneyShip
1	PTJA	SPO-PitneyShip Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro C Auto)
1	ZH24	Manual Weight Entry
1	ZH29	HZ03 95 LPM Speed
1	ZHC5	SendPro C500 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHD9	Retail Ground LOR
1	ZHWL	5lb/3kg Weighing Option for MP81

If any green products: The equipment covered by this Agreement includes remanufactured products that have gone through our factory certification testing process.

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 607.01	\$ 1,821.03

**Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.*

- ☐ Tax Exempt Certificate Attached
☐ Tax Exempt Certificate Not Required

☐ Purchase Power® transaction fees included
☒ Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including the Sourcewell Contract Number 011322-PIT, effective date March 3, 2022 and the State and Local Term Rental Agreement (including the Pitney Bowes Terms) (Version 1/22) which is available at <http://www.pb.com/states> and is incorporated by reference (the "Agreement"). This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

011322-PIT

State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Linda Pachter

linda.pachter@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

Form **8038-GC**

Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales

Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.
Go to www.irs.gov/Form8038GC for instructions and the latest information.

(Rev. October 2021)
Department of the Treasury
Internal Revenue Service

OMB No. 1545-0047

Part I Reporting Authority

Check box if Amended Return ☐

1 Issuer's name
CITY OF MIDDLETOWN FINANCE DEPT

2 Issuer's employer identification number (EIN)
146002297

3 Number and street (or P.O. box if mail is not delivered to street address)
16 JAMES ST RM 13

Room/suite

4 City, town, or post office, state, and ZIP code
MIDDLETOWN NY 10940-5724

5 Report number (For IRS Use Only)

6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information

7 Telephone number of officer or legal representative

Part II Description of Obligations

Check one box: Single issue ☐ Consolidated return ☐

8a Issue price of obligation(s) (see instructions)

8a

b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions)

9 Amount of the reported obligation(s) on line 8a that is:

9a

a For leases for vehicles

9b

b For leases for office equipment

9c

c For leases for real property

9d

d For leases for other (see instructions)

9e

e For bank loans for vehicles

9f

f For bank loans for office equipment

9g

g For bank loans for real property.

9h

h For bank loans for other (see instructions)

9i

i Used to refund prior issue(s)

9j

j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)

9k

k Other

10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ☐

11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ☐

12 Vendor's or bank's name: Pitney Bowes Inc.

13 Vendor's or bank's employer identification number: 06 0495050

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative Date Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name Preparer's signature Date Check ☐ if self-employed PTIN

Firm's name Firm's EIN

Firm's address Phone no.

Future Developments

For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038GC.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.

Filing a separate return for a single issue.

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.



October 16, 2024

Revised November 18, 2024

Jacob S. Tawil, P.E., Commissioner
Department of Public Works
City of Middletown
16 James Street
Middletown, New York 10940

Re: Water System Improvements – Phase II
Engineering Services Proposal

File: 702.5010

Dear Commissioner Tawil:

Barton & Loguidice, D.P.C. (B&L) is pleased to offer this proposal to provide the continuation of consulting services for the revitalization of Middletown water transmission mains. This proposal is for engineering services related to water transmission main improvements for Phase II. The Phase II project will involve replacement of the City's existing 24-inch diameter low pressure transmission main from the water treatment plant to the park area. The new transmission main will be approximately 5,000 linear feet in length and expected to be 36-inches in diameter. The remaining portion of the low pressure pipeline from Oliver Avenue to Fulton Street is planned for improvement subsequently as part of Phase III. Further, the replacement of the 20-inch diameter high pressure main with a new 24-inch diameter pipe from Seward Avenue on Route 211 to the West Main Street/Wickham Avenue area and replacement of the existing 12-inch diameter transmission main from the park to the West Main Street/Wickham Avenue area will be in Phase III. As part of this Phase II work, B&L will include in the bid documents a termination of the 24-inch diameter high pressure water main and a connection to the existing 20-inch diameter high pressure main on Monhagen Avenue in order to complete the Phase I work.

Funds for the Phase II construction project are anticipated to be provided through the Congressional Appropriations funding for fiscal year 2022 with the required match from local City funds. Note that B&L was selected for this project through a competitive Request for Qualifications solicitation by the City. Provided herein is B&L's scope and fee proposal resulting from that consultant selection process.

Project Understanding

The anticipated improvements include the following:

- Approximately 5,000 lineal feet of existing 24-inch diameter low pressure water transmission main replacement from the City Water Treatment Plant along Pilgrim Corners Road and Route 211 (Monhagen Avenue) to Oliver Avenue on Monhagen Avenue. New main is expected to be 36-inch diameter.



- The improvements will include hydrant and valve replacement/installation and service connections in accordance with recommended standards and roadway restoration of the disturbed area. No additional utility design or roadway improvements are included.

Scope of Services

Barton & Loguidice proposes the following Scope of Services.

Task 1 – Phase II Kickoff Meeting

Conduct a kick-off and scoping meeting with the City. This meeting will include gathering additional information and confirming the project schedule.

Task 2 – Phase II Topographic Survey and Easement Search

B&L already has the topographic survey for this area from the Phase I project and we do not anticipate needing additional field survey. We have; however, included some time for our subconsultant to research easements where the existing low pressure 24-inch diameter main enters Monhagen Avenue. We are aware of an existing easement in that area and have allocated time to define the easement and to determine the ability for the City to re-use that easement. Since the location of the proposed water mains are generally known at this time, we have included an allowance of \$6,000 for boundary survey and research services as we understand that part of this work will be within easements. We will notify the City prior to using this allowance after the preliminary layout is complete if we need to complete these services and use the allowance.

It is anticipated that additional permanent or temporary easements will not be required. B&L understands that the City would like for the new mains to be constructed either in public ROW or within existing easements. If additional easements are determined to be necessary during preliminary engineering services, then a supplemental agreement to prepare easement maps and descriptions, and to assist the City in securing the easements will be provided for review and approval by the City.

Task 3 – Phase II SEQR

B&L will prepare an amendment to the Phase I SEQR to include this new transmission main. We will assist the City and City Attorney with required resolutions, circulation of letters etc. We anticipate preparation of an Environmental Impact Statement (EIS) will not be required; therefore, such services are not included in this proposal. We will attend one (1) meeting with the City Council to review the SEQR EAF.

Task 4 – Funding Assistance (Phase II only)

B&L will include preparation of documents for compliance with congressional appropriations requirements through the EPA. No other funding avenues are anticipated for the project. Eighty (80) hours of effort assumed at this time for funding assistance. We have also included time for the approval of funding with the EPA.



Task 5 – Preliminary/Final Design & Permitting Services

B&L will complete final design services of the Phase II water transmission mains. It is assumed that plan and profile sheets will be 1" = 40' scale. The new transmission mains will be designed to City and applicable state and federal standards. We are anticipating that the project will be publicly bid as one (1) contract and should end just short of where the current high pressure transmission project is ending.

Since larger than one (1) acre will be disturbed for the project, a Stormwater Pollution Prevention Plan (SWPPP) will be prepared. A soil erosion and sediment control plan will be prepared as part of the Contract Documents.

Please note that we previously completed the environmental review, geotechnical investigations, and archaeological investigations under Phase I for this project. We have reviewed those files and determined that they cover Phase II and thus have not included those services in this proposal.

Construction details for the transmission main and roadway repairs will be included. Site restoration and maintenance and protection of traffic details will be included. If a local detour plan is required for NYSDOT approval, then we will prepare the necessary detour plan.

Two (2) meetings with the City (upon submission of 60% and 90% design documents) and one (1) permitting meeting are included.

Contract documents will be prepared based on B&L standard boiler plate contract documents along with technical specifications. Appropriate funding requirements will be included as noted earlier in this proposal.

B&L will update the existing water model with recent project data and projected new improvements.

It is anticipated that the following permits/approvals will be required:

- New York State DOT – Route 211 Road Opening Permit
- Orange County Department of Health – Water Plan Approval
- EPA – Funding Agency Approval

B&L will prepare permit/review applications for each of these agencies.

Task 6 – Bidding Services

B&L will assist the City with bidding services. We will prepare the Advertisement for Bid, attend a pre-bid meeting, prepare addendums, review and tabulate the bids and provide a letter of recommendation of award. Upon award we will provide a letter of award, on behalf of the City, to the Contractor. As noted earlier, we have assumed bidding one (1) contract as part of this proposal.

Task 7 – Construction Administration Services (for assumed seven (7) months of construction)

B&L will provide construction administration services for the Phase II contract as follows:

- Prepare conformed copies of successful bidder's submittal for contract execution.
- Conduct a preconstruction conference with the Contractor and City.
- Review of shop drawings and submittals for the material and equipment to be incorporated into the project for conformance with the Contract Documents.
- Review of the Contractor's payment applications and submit same to the City for processing.

- Attend bi-monthly project meetings with the contractor's representatives and City, make periodic site visits to the project site during construction of the project, and advise the City regarding construction related issues. Sixteen (16) project meetings are assumed (kick-off meeting, 14 progress meetings and a final field meeting).
- Review of documentation for and prepare change orders, as appropriate.
- Following construction of the project, B&L will conduct a final on-site project review, issue a Notice of Substantial Completion, provide construction certification to the approval agency(s) for work completed in accordance with the approved plans and specifications, and provide completed construction drawings for the new facilities.

Task 8 – Construction Observation Services (for assumed seven (7) months of construction)

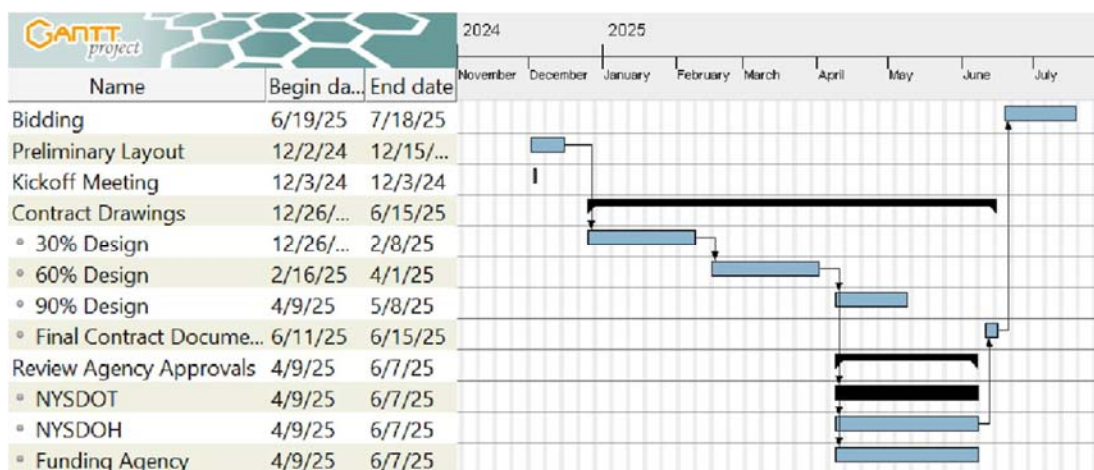
It is assumed that full time construction observation services for seven (7) months will be required by one (1) Resident Project Representative (RPR) to observe construction activity on behalf of the City. Therefore we have assumed a total of 1,400 hours of observation. This includes 24 weeks at 50 hours per week with an additional 200 hours for potential contractor overtime and punch list.

The duties of the Construction Observer (CO) will be as follows:

- Conduct on-site construction observation of the work in progress in determining if the work is proceeding in accordance with the approved Contract Plans. The CO shall not advise or issue directions regarding, or assume control over, safety precautions and programs in connection with the work.
- Report whenever the CO believes that any work will not produce a completed project that conforms to the Contract Plans and Specifications, or has been damaged or does not meet the requirements of any inspection, test or approval required to be made; and advise of work that CO believes should be corrected or rejected.
- Report when clarifications and interpretations of the Contract Plans are needed.
- Prepare progress reports for each visit to the construction site, recording contractor's activities, and progress of the work.
- Be present during system testing to verify that performance is in accordance with Contract Plans, Specifications, and intended function.

Schedule

Barton & Loguidice offers the following schedule for design and bidding of the Phase II project:





Fee for Services

Barton & Loguidice will complete the scope of services as outlined above for a fee of Five Hundred Eighty One Thousand Seven Hundred Dollars (\$581,700). A summary of the fee is as follows:

Preliminary Planning & Environmental Services (Tasks 1, 3, 4)	\$ 53,000 Lump Sum
Topographic Survey Services / Easement (<i>Allowance</i>) (Task 2)	\$ 6,000 Lump Sum
Preliminary/Final Design & Permitting Services (Task 5)	\$184,200 Lump Sum
Bidding Services (Task 6)	\$ 20,000 Lump Sum
Construction Administration Services (Task 7)	\$108,500 Hourly
Construction Observation Services (Task 8)	<u>\$210,000 Hourly</u>
Total (Tasks 1 – 8)	\$581,700

Note: Boundary Survey & Research Subconsultant Allowance is \$6,000 as part of Task 2.

If any additional information is required, or tasks performed beyond those outlined above, those items will be in addition to the fee indicated above.

We assume that there will be DBE requirements for this funding. B&L intends to meet the requirements of the DBE goals through our partnership with a DBE certified firm for construction observation services.

If this proposal meets with your approval, please countersign below and return one (1) copy for our records. If you have any questions, please contact Roy Richardson or myself. We appreciate the opportunity to be of continued service to you on this exciting and important project.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink, appearing to read 'Donald H. Fletcher'.

Donald H. Fletcher
Executive Vice President

RAR/jms

Attachment: Standard Terms and Conditions

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by the City of Middletown ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

Joseph DeStefano, Mayor
City of Middletown

Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL CONSULTANT SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("Consultant")

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

2.0 General Considerations

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

3.0 Payment for Services

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

4.0 Additional Services

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

5.0 Dispute Resolution

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

6.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

7.0 Controlling Law

This Agreement is to be governed by the law of the state in which the project is located.

8.0 Successors, Assigns, and Beneficiaries

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

9.0 Termination

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

10.0 Total Agreement/Severability

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.

Leonora Liz

From: J Tawil <jtawil14@yahoo.com>
Sent: Monday, November 18, 2024 5:06 PM
To: Leonora Liz; mayordestefano@yahoo.com; J Miguel Rodrigues; Joseph Masi Yahoo
Cc: Kevin Witt; Jerry Kleiner; Andrew Green; Paul Johnson; Kathleen Wray; Jude A. Jean-Francois; Sparrow Tobin; Richard McCormack; Katie Gass; Alex Smith
Subject: Fw: City of Middletown Engineering Services: Phase II Finished LP Water Main Replacement - EPA Grant
Attachments: 702.5010 Tawil Proposal Water System Improvements Phase II - Rev2 2024-111824 (ID 3243735).pdf

Greetings Honorable Mayor and members of the Board of Estimates

For your review and considerations, please find the attached proposal dated 11/18/2024 from Barton & Loguidice (B&L) for Engineering, Contruction Admin and Observation services in the amount of \$587,700 for Phase II of the City Water System Improvement, replacement of approximately 5,000 to \$6,400 Lineal feet of 24-inch with 36-inch diameter low pressure water main from WTP to some point on Mohagen Ave.

The project was submitted through **Congressman Pat Ryan** for Congressional Appropriations funding request for fiscal year 2022 and was **awarded \$3,500,000 grant** with **20% required local match** for a **total project budget of \$4,375,000**.

City's 20% share of \$875,000 is requested to be bonded and may start off as a BAN funding.

B&L was selected through Federal process of Request for Qualification. Several highly qualified Engineering firms submitted responsive RFQ. City committee was assembled by the Mayor and scored the RFQs where B&L was selected to submit proposal for the work.

We reviewed the B&L proposal and find it to be responsive and reasonable to meet the project needs.

We respectfully request approving the submitted B&L proposal in the amount of \$587,700.00, authorize the commencement of the work, establish the project funding line and bonding authorization of City share and authorize the Mayor to sign all related documents.

Sincerely,

Jacob S. Tawil, P.E. | Commissioner

Department of Public Works
City of Middletown | 16 James Street |
Middletown, New York 10940 |
T: 845-343-3169 | F: 845-343-4014

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----- Forwarded Message -----

From: Roy A. Richardson Jr. <rrichardson@bartonandloguidice.com>

To: J Tawil <jtawil14@yahoo.com>; Richard A. Straut <rstraut@bartonandloguidice.com>; Donald H. Fletcher <dfletcher@bartonandloguidice.com>

Sent: Monday, November 18, 2024 at 02:46:57 PM EST

Subject: RE: City of Middletown Engineering Services: Phase II Finished LP Water Main Replacement

Jacob,

Attached is the revised proposal with the requested changes included. We are very excited to get this project moving again. You will notice that I ran the schedule showing us starting in the beginning of December. I have a 3 person team ready to get going, so if you have time to meet and kick off the project, we have availability to move it quickly. Please let me know your availability to meet either this Friday, the following Monday/Tuesday, or the week after Thanksgiving.

v/r,

Roy

Roy A. Richardson Jr., P.E.

Associate

Water Resources

Barton&Loguidice

Office: 518.218.1801

Mobile: 518.275.9943

Email: rrichardson@bartonandloguidice.com

[Website](#) | [LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Vimeo](#)

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From: J Tawil <jtawil14@yahoo.com>

Sent: Friday, November 15, 2024 6:08 PM

To: Richard A. Straut <RStraut@bartonandloguidice.com>; Roy A. Richardson Jr. <rrichardson@bartonandloguidice.com>; Donald H. Fletcher <DFletcher@bartonandloguidice.com>

Subject: Re: City of Middletown Engineering Services: Phase II Finished LP Water Main Replacement

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Hello guys,

I took everyone else from the City off this email. I am becoming very concerned the way this proposal is moving forward!

I only asked you to include reference to the work of connecting the installed 24" HP to existing 20" HPWM that would have been completed under the current ongoing project. This connection was already designed by B&L and approved by me for construction.

So, I am not sure what is the holdup and hope that everything is OK with you guys.

I also need to move forward with awarding the Phase III of the Water System Improvement.

Please update me on Monday and advise if you are too busy or not interested.....

Regards

Jacob

Jacob S. Tawil, P.E. | Commissioner

Department of Public Works

City of Middletown | 16 James Street |

Middletown, New York 10940 |

T: 845-343-3169 | F: 845-343-4014

 Please consider the environment before printing this email.

On Friday, October 18, 2024 at 09:01:07 AM EDT, Donald H. Fletcher <dfletcher@bartonandloguidice.com> wrote:

Jacob thanks for the review and feedback.

We will review the agreement and get it back to you early next week.

Don

Donald H. Fletcher, P.E.

Principal

Water Resources Practice Area Leader

Barton & Loguidice

Office: 518.218.1801

Mobile: 518.441.4751

Email: DFletcher@bartonandloguidice.com

[Website](#) | [LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Vimeo](#)

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From: J Tawil <jtawil14@yahoo.com>

Sent: Wednesday, October 16, 2024 5:57 PM

To: Richard A. Straut <RStraut@bartonandloguidice.com>; Katie Gass <kgass@middletownny.gov>; Donald H. Fletcher <DFletcher@bartonandloguidice.com>; Roy A. Richardson Jr. <r-richardson@bartonandloguidice.com>

Cc: mayordestefano@yahoo.com; Alex Smith <asmith22@hvc.rr.com>

Subject: Re: City of Middletown Engineering Services: Phase II Finished LP Water Main Replacement

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Thanks Roy. The proposal as structured and compensation appear to be reasonable, with the following comments:

Please include timeline for the project from current to include final design plans, submittal to OCDOH and public bidding. Please assume one week turn around for my review at Preliminary, 30%, 60% and 90% design plans.

Also, this design scope of work should be extended to Oliver Ave intersection with Monhagen. It should also include the termination of the 24" HP water main and connection to existing 20" HP water main on Monhagen Ave which was not completed under Phase I of the Water System Improvement Project.

I am forwarding to our attorney to review and comments while waiting for the above.

Thank you

Jacob S. Tawil, P.E. | Commissioner

Department of Public Works

City of Middletown | 16 James Street |

Middletown, New York 10940 |

T: 845-343-3169 | F: 845-343-4014



Please consider the environment before printing this email.

On Tuesday, October 15, 2024 at 04:47:10 PM EDT, Roy A. Richardson Jr. <rrichardson@bartonandloguidice.com> wrote:

Jacob,

Thank you for your time on Friday to go over things in order for us to finalize our proposal. Please see attached our proposal for the Phase II design. We look forward to working with you on this important design for the City.

v/r,

Roy

Roy A. Richardson Jr., P.E.

Associate

Water Resources

Barton&Loguidice

Office: 518.218.1801

Mobile: 518.275.9943

Email: rrichardson@bartonandloguidice.com

[Website](#) | [LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Vimeo](#)

From: J Tawil <jtawil14@yahoo.com>
Sent: Tuesday, October 8, 2024 12:24 PM
To: Richard A. Straut <RStraut@bartonandloguidice.com>; Katie Gass <kgass@middletownny.gov>; Donald H. Fletcher <DFletcher@bartonandloguidice.com>; Roy A. Richardson Jr. <rrichardson@bartonandloguidice.com>
Cc: mayordestefano@yahoo.com
Subject: Re: City of Middletown Engineering Services: Phase II Finished LP Water Main Replacement

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Hello Roy,

Are you guys OK? Will you be submitting your proposal?

Thanks

Jacob S. Tawil, P.E. | Commissioner

Department of Public Works

City of Middletown | 16 James Street |

Middletown, New York 10940 |

T: 845-343-3169 | F: 845-343-4014

 Please consider the environment before printing this email.

On Friday, September 20, 2024 at 01:42:47 PM EDT, Roy A. Richardson Jr. <rrichardson@bartonandloguidice.com> wrote:

Jacob,

You'll be here back from me next week on a schedule. I have a meeting with the team on Monday to coordinate getting what you need from us.

Roy

Roy A. Richardson Jr., P.E.

Associate

Water Resources

Barton&Loguidice

Office: 518.218.1801

Mobile: 518.275.9943

Email: richardson@bartonandloguidice.com

[Website](#) | [LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Vimeo](#)

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From: J Tawil <jtawil14@yahoo.com>

Sent: Friday, September 20, 2024 9:25 AM

To: Roy A. Richardson Jr. <richardson@bartonandloguidice.com>; Richard A. Straut <RStraut@bartonandloguidice.com>; Katie Gass <kgass@middletownny.gov>; Donald H. Fletcher <DFletcher@bartonandloguidice.com>

Cc: mayordestefano@yahoo.com

Subject: Re: City of Middletown Engineering Services: Phase II Finished LP Water Main Replacement

ATTENTION --> This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Good morning

Please advise when can we expect your proposal of referenced engineering services?

Thank you

Jacob S. Tawil, P.E. | Commissioner

Department of Public Works

City of Middletown |16 James Street |

Middletown, New York 10940 |

T: 845-343-3169 | F: 845-343-4014



Please consider the environment before printing this email.

On Wednesday, August 28, 2024 at 11:29:03 AM EDT, Katie Gass <kgass@middletownny.gov> wrote:

Good morning,

On behalf of Commissioner Tawil, please see the attached selection letter for the referenced project!

Katie Gass | Senior Clerk

Department of Public Works

16 James Street

Middletown, NY 10940

Phone: (845)343-3169

Fax: (845)343-4014

Email: kgass@middletownny.gov

Website: www.middletownny.gov

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Leonora Liz

From: Katie Gass
Sent: Tuesday, November 19, 2024 3:39 PM
To: Leonora Liz; Richard McCormack; mayordestefano@yahoo.com
Cc: jtawil14@yahoo.com
Subject: Item for BOE Agenda 11/19/24
Attachments: DRAFT_Middletown_FY25_RAISE_App_Scope_19Nov2024.docx

Importance: High

On behalf of Commissioner Tawil:

Honorable Members of the Board of Estimate,

Attached, please find the draft proposal from WSP to assist the City in applying for the RAISE Grant with a cost not to exceed \$60,000 which will include replacement of significant amounts of curbs and sidewalks and bringing the same to ADA standards. This project will build on the current Traffic Operation project and the previous DOT curb and sidewalk project that was completed five years ago.

The total project cost, if successful in obtaining the grant, will be \$20,000,000 - \$25,000,000. There will be a 20% local match. The deadline for the grant submittal is January 30, 2025.

A conference call is set up for 4:00 this afternoon with the WSP design team, the Mayor and myself to discuss this proposal in further detail.

We are hereby requesting funding from the General Fund in the amount of \$60,000.

Thank you.

Katie Gass | Senior Clerk

Department of Public Works

16 James Street

Middletown, NY 10940

Phone: (845)343-3169

Fax: (845)343-4014

Email: kgass@middletownny.gov

Website: www.middletownny.gov

FY 2025 RAISE GRANT SUPPORT

Client: City of Middletown

Project: Signals & Intersection Improvements

SCOPE OF WORK

OBJECTIVE

The purpose of this scope is to support the City of Middletown with the preparation of the FY 2025 RAISE grant application for the Flood Control System.

SCOPE OF WORK

The purpose of this Scope of Work is to provide the scope elements and WSP USA's approach to the development and submission of the grant application, including the benefit-cost analysis. WSP USA Inc. (Consultant) has been requested to submit a task order proposal for the FY 2025 RAISE grant application including the Benefit-Cost Analysis (BCA) using the current BCA Guidance from USDOT.

TASK 1 – TASK ORDER MANAGEMENT & COORDINATION

The Consultant shall schedule a biweekly (every other week) call with the RAISE Grant Project Management Team (PMT), which will include the relevant city personnel, the consultant project manager, as well as the consultant team members needed for the agenda topics being address in the meeting. These calls will be used to track progress on the following work plan tasks and resolve any issues that may arise.

In addition, a subset of the larger RAISE Grant Project Team will schedule ad-hoc meetings to coordinate on funding, financing and project delivery issues, and these topics will be summarized and reviewed at the biweekly PMT calls.

TASK 2 – REVIEW OF DOCUMENTS AND DATA

Upon receiving notice to proceed, the Consultant will engage the city in a discussion to obtain relevant updates (e.g., USDOT Notice of Funding Opportunity, updated project concept and scope from SMART and ATTAIN, project status, schedule, cost estimate, and funding), and discuss how the project should be described in the grant application to best fit the FY 2025 RAISE criteria. The Consultant and the city will also collaboratively assess and determine who will lead development of required documents and data, and other information that will be needed for the Consultant to craft a project story in a way that speaks to USDOT decision-makers and sets the project apart from other competing projects.

The purpose of such consultation and document review is to understand progress on and changes to the project, including scope, benefits, cost, project partners, financing, status, and schedule. This is also intended to allow the Consultant and the city to identify how all the eligibility criteria should be met.

The following is an initial list of necessary data, information, and supporting documentation needed from the city:

- Any new studies for the project completed in the last year;
- Updated project budget, including the amount and source of federal, state, local, and private funding categories by project component and fiscal year;
- Updated project status and milestone schedule;

- Updated funding sources and approach to operations and maintenance (O&M) of the project, as well as project O&M and any major rehabilitation costs by year and No Build O&M and any major rehabilitation costs by year;
- Safety data, including accidents caused by flood and other safety related information;
- Updated status of project readiness, including a description of the known risks that could impact the successful implementation of the project and the response plan of the known risks;
- Any updated information on the role of the project in the local economy, as well as potential project impacts on the economy;
- An initial determination of the amount of RAISE funding to be requested and proposed non-federal matching funds.

In addition, the Consultant will monitor USDOT direction on grant application requirements, criteria, and procedures to help the city and project to remain well positioned for award. This may include participating in USDOT webinars, asking questions of USDOT staff on behalf of the city, and assisting the city with identifying project supporters that will provide letters of support (e.g., US senators, representatives, other elected officials, freight industry and facility partners, and other key stakeholders).

TASK 3 - BENEFIT COST ANALYSIS

Using data collected from the city, the Consultant will develop the necessary data processing and technical analyses required to complete the BCA, focusing on supporting transportation, economic and other benefits at local, regional and national levels, in accordance with the latest BCA guidance issued by USDOT.

The BCA will rely upon assembling and calculating various benefits such as, safety benefits from keeping residents safe and protecting neighborhoods from flood damage and loss, mobility and community connectivity benefits from uninterrupted transit and school district bus services, economic benefits from reducing flood risk, recreational benefits and other related benefits that may be identified during the work. The following information will be provided for use in the BCA:

- Time-phased capital costs.
- Incremental O&M and R&R costs over a 30-year forecast horizon from the completion of the project.
- Start and completion dates for each stage of construction.

For each cost item, values will be provided in constant current dollars; if values are provided in year of expenditure (YOE) dollars, then they will also be accompanied by the relevant inflation/cost escalation forecast assumptions to facilitate deflating to constant dollar values. This may be updated depending on the current RAISE guidance provided by USDOT.

Additional economic analyses will be undertaken to help convey a more compelling case for the project application that conforms to new RAISE criteria. After the kickoff meeting, the Grant Project Team will provide a detailed data request that aligns with the project scope.

DELIVERABLES:

- Draft Benefit-Cost Analysis Report in Word format
- Final Benefit-Cost Analysis Model Spreadsheet in Excel format
- Final Benefit-Cost Analysis Report in Word and PDF format

TASK 4 - RAISE GRANT APPLICATION DEVELOPMENT

The Consultant will prepare a draft Project Narrative for the FY 2025 RAISE grant application subject to the current USDOT requirements. The Project Narrative will highlight how the MPSPE contributes to local, regional and national significance under the NOFO criteria for RAISE grant funds. The Project Narrative will include content that provides the context for the project, drawing on existing material and graphics whenever possible, and assist in the editing and assembly of the draft and final grant application.

The following provides the major sections for FY 2024 RAISE grant application to be drafted by the Consultant and provided to the city for review and comment. The Consultant will also provide final formatting for the application package, including copy editing to catch typos, formatting, etc.

- 1) SF-424
- 2) Project Information Form
- 3) Project Description
- 4) Project Location File
- 5) Project Budget
- 6) Funding Commitment Documentation
- 7) Merit Criteria Narrative
- 8) Project Readiness Narrative
- 9) Benefit Cost Analysis Narrative
- 10) Benefit Cost Analysis Calculations
- 11) Letters of Support and Funding Commitment Documentation Letter Templates*

*A key part of the grant application will be the demonstration of strong collaboration and partnership with a broad range of stakeholders. If requested, the Consultant will support the city in requesting and assembling letters of support from entities identified by the city. The Consultant will support the city in assembling graphics and maps and collect all application materials within a common electronic location.

The Consultant will provide the following activities during the application development process:

- Analyze and document the improved safety, mobility and connectivity, increased economic and recreational activity.
- Develop professional and visually compelling graphics for the application that will demonstrate and display the project benefits in a summarized and direct fashion.
- Work with the city on documenting project history and recent partnership and collaboration efforts. Additionally, Consultant will review current equity efforts, including neighborhood compositions and demonstrate how the project serves the target population while creating economic opportunities.

The draft Project Narrative and BCA Report will undergo review by the city, and the draft documents will be revised by the Consultant to address comments and recommendations by the reviewing team. The Consultant will update the files to bring the application package to a final draft status.

The city will participate in meetings and conference calls requested by the Consultant to address and clarify comments and revisions, and review tasks and materials needed to complete the application.

DELIVERABLES:

- Input into the Draft and Final Project Narrative.
- Assembled addenda for inclusion in the grant application.
- Draft Project Narrative in Word format
- Final Project Narrative and related addenda (the grant application materials) in PDF format

SCHEDULE

To meet an estimated RAISE application deadline of January 30, 2025, WSP will have a final draft RAISE grant application package completed and delivered to the city electronically by January 28, 2025. The schedule will be confirmed with the city during the first PMT call.

Table 1: DRAFT Schedule Milestones for FY 2025 RAISE Grant Application

Milestone	Schedule	Lead
Task Order Management & Coordination	Ongoing	WSP & The City
Data Request List Sent to the City	12/4/2024	WSP

Documents Uploaded/Sent to WSP	12/11/2024	The City
Submit Draft Grant Application for review	1/10/2025	WSP
The city to provide comments to WSP on Draft Grant Application	1/17/2025	The City
Submit final grant narrative for the city review	1/24/2025	WSP
Submit BCA results and memo for the city review	1/24/2025	WSP
Submit Final Grant Application package to the city	1/28/2025	WSP
Submit/Upload Grant Application Materials to Grants.Gov	1/30/2025	The City

SCHEDULE

Not to exceed \$60,000.