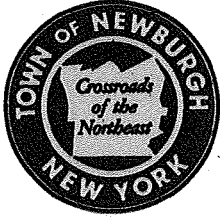


#5A



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

**DONALD B. CAMPBELL
CHIEF OF POLICE**

**Phone: (845) 564-1100
Fax: (845) 564-1870**

February 6, 2024

To: Newburgh Town Board

From: Chief Bruce Campbell

Purpose: Purchase of Police Dog.

I am requesting authorization to purchase a police dog from Shallow Creek Kennels in the amount of \$9,200. Shallow Creek Kennels comes highly recommended by the Orange County Sheriff's Department and it is the location they purchase their dogs from. Training will begin on March 11th 2024 and run through June 5th 2024 at the Orange County Sheriff's K9 Training Facility. The money used to purchase the K9 will come from asset forfeitures and not tax payer funds. Budget appropriation #3120.5485.

Donald B. Campbell
Chief of Police

From: Iannuzzi, Vincent <VIannuzzi@orangecountygov.com>
Sent: Friday, January 26, 2024 9:12 AM
To: Jason Berman (Nyrfan4eva@aol.com) <Nyrfan4eva@aol.com>; Pat Cunningham <pcunningham@middletownpolice.com>; equinn@bloominggrovepolice.com <equinn@bloominggrovepolice.com>; kyle.farrand@sullivanny.us <kyle.farrand@sullivanny.us>; Kyle Frano <Kfra@co.ulster.ny.us>; Angelo Bragaglia <Abragaglia@rcpin.net>; Collin Reynolds <crey@co.ulster.ny.us>; Mike Vigiletti <mvigiletti@haverstrawpolice.org>; Adam Zeilberger <azeilberger@townofnewburghpd.org>; Ryan Wiley <rwiley@whiteplainsny.gov>
Cc: Muller, Michael <MMuller@orangecountygov.com>; Yela, Jeremy <jyela@orangecountygov.com>; Palen, Dustin <dpalen@orangecountygov.com>
Subject: RE: K9 Patrol Class 2024

You don't often get email from viannuzzi@orangecountygov.com. [Learn why this is important](#)

Caution: This is an external email and may be malicious. Please take care when clicking links or opening attachments.

Good Morning,

Deputy Muller contacted Shallow Creek Kennels and scheduled a date for testing. Dual purpose untrained K9's are \$9200 at this time. Please have a purchase order in place so if you decide to take a canine, so the paperwork can be quick and easy. The plan for testing will be on February 13th, they are getting a shipment in the week before so we are planning on being the first agencies to test the new arrivals. We will shoot for arriving to the kennel facility at 10am. We will test the rest of the day until we are satisfied or select a canine. We normally stay overnight in a local hotel, grab dinner and discuss a plan for the next day. The next morning we can either continue testing, or if you have selected a canine, you can fill out the necessary paperwork, grab the dog and head home. An upfitted K9 vehicle is not necessarily needed to pickup the canine, a vari kennel in the rear of the vehicle will suffice for transport. The hotel information is listed below. Please give us a head count on who will be joining us for testing. If you have other plans for K9 selection please let us know what you're doing and how we can assist. Once your K9 is selected, whether you get the canine from Shallow Creek or not, we will need to schedule a date to test the canines out at our facility to determine if the canine meets the qualifications for the school. All K9's will need to be tested by us prior to the course starting. Any questions or concerns feel free to reach out. Thank you.

Holiday Inn Express



HOME

ABOUT US

SERVICES

PHOTOS

SHALLOW CREEK KENNELS

The Most Trusted Source for All Your K9 Needs

CONTACT

Shallow Creek Kennels, Inc.

6572 Seneca Rd.

Sharpsville, PA 16150

Office: 724.646.1895

E-mail



Search...



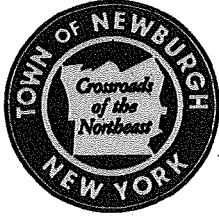
Specializing In

"Pre-Titled" or
 "Green", or Fully
 Trained
 Dual- and Single-
 Purpose Police
 Service Dogs
 Personal Protection
 Dog

- Belgian Malinois
- German Shepherds
- Dutch Shepherds

Also available:
 Labrador Retrievers,
 German Shorthair

#5B



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

**DONALD B. CAMPBELL
CHIEF OF POLICE**

**Phone: (845) 564-1100
Fax: (845) 564-1870**

February 6, 2024

To: Newburgh Town Board

From: Chief Bruce Campbell

Purpose: Purchase of equipment for Police Dog vehicle.

I am requesting authorization to purchase the equipment necessary to outfit a patrol vehicle to accommodate a police canine. The equipment consists of a Kennel insert, cooling system water dish and electric vault. I have attached a quote from Emergency Vehicle Specialist in the amount of \$9,763.22. The money used to purchase the equipment will come from asset forfeitures and not tax payer funds. Budget appropriation #3120.5485.

Donald B. Campbell
Chief of Police



EMERGENCY VEHICLE SPECIALIST

(Physical) 1518 Rt. 9 Suite 1
Wappingers Falls, New York 12590
(Billing) 17 Spoor Ave.
Poughkeepsie, New York 12603

Estimate

Date	Estimate #
1/16/2024	1005

Name / Address
TOWN OF NEWBURGH att: JAMES MCGUINNESS 88 GARDNERTOWN ROAD NEWBURGH, NY 12550

				Project
Description	Qty	Rate	MPN	Total
2020 FORD UTILITY K9				
AMERICAN ALUMINUM K9 INSERT	1	3,067.22	K9 INSERT	3,067.22
AMERICAN ALUMINUM COOL GUARD SYSTEM	1	1,484.00	COOL GUARD	1,484.00
AMERICAN ALUMINUM WATER DISH	1	125.00	WATER DISH	125.00
AMERICAN ALUMINUM VAULT SYSTEM	1	1,512.00	VAULT SYSTEM	1,512.00
SHIPPING	1	650.00		650.00
EVS ELECTRICAL PACKAGE	1	50.00	ELECTRICAL	50.00
INSTALL AMERICAN ALUMINUM K9 INSERT INTO 2020 FORD UTILITY	1	2,875.00		2,875.00
			Subtotal	\$9,763.22
			Sales Tax (0.0%)	\$0.00
			Total	\$9,763.22

#6A

TOWN OF NEWBURGH

AUDIT # 3

DATE: February 13, 2024

TOTAL OF ALL PAYMENTS: \$ 6,063,354.67

To Mr. Gilbert Piaquadio and Town Board:

I certify that the invoices contained within this package of \$ 6,053,242.09 plus the paid prior audit of \$ 10,112.58 were audited by the Town Board on the above date and allowed in the amount shown above. You are authorized and directed to pay each of the claimants the amounts opposite their names.

Dated : FEB 13 2024

Town Clerk Office

Town Board:

Town Board Meeting February 13, 2024

#6B

Review Status Report and Budget Status Report for January 2024

#6C



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

RONALD E. CLUM, CPA
ACCOUNTANT


845-564-5220

Fax: 845-566-9461

E-Mail: rclumaccountant@townofnewburgh.org

To: Gil Piaquadio, Town Supervisor

Cc: Town Board

From: Ronald E Clum, Town Accountant 

Date: February 6, 2024

RE: Moving money for Vehicles to Capital Projects

As you know there has been delays in us receiving vehicles that we have budgeted for. The Highway has several pieces of equipment that were budgeted for in 2023 which we still do not have a delivery date within 60 days. The police department has equipment and vehicles that also have not been ordered yet. I went through all the outstanding budgeted items with Mark Hall and Bruce Campbell and have come up with the following table:

HIGHWAY FUND	ACCT NUMBER	AMOUNT
Two 1 Ton Dump Truck Bodies	D.5130.5200	\$32,000
1 Mower Arm	D.5130.5200	\$15,000
Vactor truck/remaining \$	D.5130.5200	\$228,000
Total		\$275,000

POLICE DEPARTMENT	ACCT NUMBER	AMOUNT
Telephone/Radio Recording Sys	A.3120.5485	\$13,000
Vehicle and Portable Radios	A.3120.5200	\$30,000
Remaining money for Cars	A.3120.5200	\$163,000
Total		\$206,000

I am looking for a budget transfer taking from the above referenced account numbers to the Highway and General interfund transfer lines A.9902.5900 (\$206,000) and D.9902.5900 (\$275,000).

Then I will transfer the money to the Police Car Capital (H9119.0090.2801) and the Highway Equipment Capital (H8087.0080.2801) accordingly.

If you have any question, please let me know.

#60



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

RONALD E. CLUM, CPA
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

E-Mail: rclumaccountant@townofnewburgh.org

To: Gil Piaquadio, Town Supervisor
Cc: Town Board
From: Ronald E Clum, Town Accountant
Date: January 30, 2024
RE: Budget Adjustments

In reviewing the year end 2023 Budget Status Report I noticed that the following accounts were over-budget and will need the following Budget Adjustments.

At your next Board Meeting could you approve, accordingly.

Thank You

<u>INCREASE ACCOUNT</u>	<u>DECREASE ACCOUNT</u>	<u>AMOUNT</u>
A-1625-5200 B&G-Police HQ-Equipment	A-1990-5499 Contingency Account	\$20,900.00
A-3010-5497 Public Safety-Maint. Contracts	A-1990-5499 Contingency Account	\$12,000.00
A-3030-5499 Police Training-Other Exp	A-1990-5499 Contingency Account	\$26,700.00
A-9780-5600 Installment Purch Debt-Princ.	A-1990-5499 Contingency Account	\$19,000.00
A-9902-5900 Transfers	A-1990-5499 Contingency Account	\$ 8,300.00



TOWN OF NEWBURGH
WATER AND SEWER DEPARTMENT
308 GARDNERTOWN ROAD
NEWBURGH, NY 12550

#9A

STEVEN GROGAN
MANAGER

PHONE: 845-564-7813
FAX: 845-566-8903

To: Gil Piaquadio, Supervisor and Town Board Members


From: Steven Grogan, Water/Sewer Manager

Date: January 31, 2024

Re: **Portable, robotic sewer tv/camera bid**

I respectfully request permission to prepare contract documents and advertise for bids for a portable, robotic sewer tv/camera.

Since Town Board action is required, I am requesting that this item be placed on the next available agenda for approval. If you have any question, I am available to discuss them with you.


SG/mb

cc: Jim Osborne, Engineer
Ron Clum, Accountant
Lisa Ayers, Town Clerk

NOTICE TO BIDDERS

TOWN OF NEWBURGH WATER DEPARTMENT

PORTABLE, ROBOTIC SEWER TV/ CAMERA BID

Notice is hereby given that sealed bids will be received by the Town Board of the Town of Newburgh, NY for providing the Town of Newburgh Sewer Department with the following equipment:

Item A: Portable, robotic, sewer tv/ camera crawler inspection system, with at least 500' of cable, capable of inspecting 6" to 18" (minimum) mainline pipe.

Bids will be received until 10:00 Am on February 27, 2024 at the Office of the Town Clerk at Town Hall, 1496 Route 300, Newburgh, New York 12550, at which time and place they will be publicly opened and read aloud.

Specifications and Instructions to Bidders are on file and publicly exhibited at the Town Hall, 1496 Route 300, Newburgh, New York 12550. The Specifications and Instructions may be obtained from the Town Clerk, at the above address, in person, or by mail. Bidders shall leave their names and correct mailing addresses upon receipt of the Specifications and Instructions.

Bids shall be submitted in a sealed, opaque envelope and appropriately marked with the name of the bidder, bid item(s) and the date and time of the bid opening. All bids shall be mailed or hand delivered to:

**TOWN CLERK
TOWN OF NEWBURGH
1496 ROUTE 300
NEWBURGH, NY 12550**

All bids shall be submitted subject to the following conditions:

1. The Town Board reserves the right to reject any or all bids and re-advertise for new bids.
2. All bidders shall submit proof of responsibility, as required by the Town Board.
3. Each bid must contain the Non-Collusive Bidding Certificate required by Section 103 - d of the General Municipal Law, relating to non-collusion (Schedule 4 hereto).
4. Each bid must contain the Certificate of Compliance with General Municipal Law Sections 103-a and 103-b.
5. No bids shall be withdrawn for a period of forty-five (45) days after the receipt thereof, without the consent of the Town Board of the Town of Newburgh.
6. The bidder shall make allowance in his bid for any price increase in labor and materials. Requisitions for work and/or material shall be at the price bid with no additional charge for such increases.

By Order of the Town Board

TOWN OF NEWBURGH

Lisa Ayers, Town Clerk

January 31, 2024

TOWN OF NEWBURGH
PORTABLE, ROBOTIC SEWER TV/ CAMERA BID
FOR THE
THE TOWN OF NEWBURGH SEWER DEPARTMENT

INFORMATION FOR BIDDERS

CONTENTS OF BID

This bid consists of the following documents:

Notice to Bidders
Information to Bidders
Bid Proposal
Non-Collusive Bidding Certificate
Certificate of Compliance
Sales Tax Exemption

PREPARATION OF BIDS

Each bid or proposal must be typewritten or written in ink on the forms hereto annexed and signed by the bidder. The blank places in the proposal must be filled in as noted and no change shall be made in the phraseology of the proposal or in the items mentioned therein.

PRE-BID INVESTIGATION

Prior to bid submittal, bidders shall view and investigate any items listed, and it shall be conclusively presumed that each bidder has full knowledge of all conditions or usage which may affect in any way the performance of the materials and supplies under this Contract. The Owner makes no warranties or representations whatsoever with respect to site conditions.

SUBMITTAL OF BIDS

Bids must be submitted in a sealed, opaque envelope and appropriately marked with the name of the bidder, project and addressed to the Board advertising for bids, but otherwise unmarked.

INFORMAL BIDS

Bids that are illegible or that contain omissions, erasures, alterations, additions, or items not called for in the itemized proposal, or that contain irregularities of any kind, may be rejected as informal.

The unit prices bid as called for in the Proposal shall be indicated in words and by figures.

The Owner reserves the right to waive any informality in or reject all bids submitted, or to accept the bid and award the Contract to the lowest responsible bidder therefore, as provided by law.

BASIS OF AWARD - COMPARISONS OF BIDS

The Contract shall be awarded, if at all, to the lowest responsible bidder. In the case of Unit Price Contracts, the lowest responsible bidder shall be determined by a comparison of the unit prices, as called for in the proposal and in conformity with the specifications.

The Town shall award each water material and supply listed in the Bid Proposal individually.

ERRORS IN BID

In the event that the amount shown in words and its equivalent in figures do not agree, the written words shall be considered binding.

UNBALANCED BID

The Owner reserves the right to reject any bid in which the unit prices appear, in the judgment of the Engineer, to constitute an unbalanced, impracticable or unreasonable bid for such work.

CERTIFICATE OF NON-COLLUSIVE BIDDING

Each bidder shall submit the certificate of non-collusive bidding annexed hereto.

CONTRACT PERIOD

The Bid Proposal for this sewer equipment shall be valid for the period through December 31st of the calendar year of the bid.

DELIVERY LOCATIONS

Town of Newburgh Sewer Department
308 Gardnertown Road
Newburgh, New York 12550

Contractor shall provide a minimum of 24 hour notice for all deliveries. Materials and supplies requiring lifting equipment to off road from the delivery truck will not be accepted without 24 hour advance notice.

SCHEDULE 4

NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to General Municipal Law § 103-d, the undersigned Bidder and each person signing on behalf of Bidder, and in the case of a joint bid, each party thereto, certifies as to its own organization under penalty of perjury that to the best of their knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the Bidder prior to opening, directly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Name of Bidder

By: _____

Address

ACCEPTED: _____

(Date) _____

**TOWN OF NEWBURGH
SEWER DEPARTMENT**

BID PROPOSAL

The undersigned agrees to supply the Sewer Department with equipment and training with the following specifications:

<u>Item</u>	<u>Description</u>	<u>Bid Price</u>
A.	Portable, robotic Sewer Tv/Camera with at least 500' of cable, capable of inspection 6" to 18" minimum mainline pipe	\$ _____

SCHEDULE 4-A

CERTIFICATE OF COMPLIANCE
WITH GENERAL MUNICIPAL LAW

SECTIONS 103-a AND 103-b

GROUND FOR CANCELLATION OF CONTRACT BY MUNICIPAL
CORPORATIONS

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, and political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, a. such person, and any firm, partnership or corporation, of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of five years after such refusal, and b. any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid. This condition shall be further subject to any other provisions or subsequent amendments to Section 103a and 103b of the General Municipal Law.

In acknowledgment of the above:

Name of Bidder

By: _____

Title: _____

Date: _____

SALES TAX EXEMPTION

The Town of Newburgh is exempt from payment of State and Compensatory Use Taxes of the State of New York on all materials sold to it, used on, or for the project pursuant to the provisions of the bid.

Name of Bidder: _____

By (Name & Title): _____

Address: _____

Telephone Number: _____

Fax Number: _____

Technical Support Number: _____

Signature _____

PART 1 – GENERAL

1.01 Section includes

A. The equipment as noted within this bid document are intended to describe equipment used by the Town of Newburgh Sewer Department.

1.02 Required Submittals

A. Bidder shall submit detailed information of the equipment bid in the form of a shop drawings or manufactures specification sheet that shall be included within the bid document submittals.

1.03 Delivery

A. Delivery shall be to the address listed below unless otherwise directed by the Town. All shipments and deliveries shall be made in such a manner to conform to all applicable laws and regulations.

Newburgh Sewer Department
308 Gardnertown Road
Newburgh, New York 12550

B. Deliveries will be made between 8:00 a.m. and 3:00 p.m., Monday through Friday, except for holidays. A holiday list will be provided upon award of the contract.

C. The Town of Newburgh Sewer Department must be notified at least 24 hours in advance for deliveries of heavy materials requiring the use of a fork lift.

D. A Town of Newburgh Sewer Department employee must inspect and sign for all deliveries made to the water department.

PART 3 – CONTRACT

3.01 Sampling, testing, and rejection

A. If the equipment tested fails to meet all requirements of this specification, if the material fails to meet all provisions of the manufacturer's specifications, if the containers or packaging has missing or damaged seals, then the material shall be rejected, and the cost of the analysis and removal of the product will be the responsibility of the vendor.

B. Rejection of product

1. Failure of any of the equipment to meet the requirements of these specifications shall constitute causes for rejection. Product which has been rejected shall be removed from the site and replaced with acceptable equipment at the supplier's expense

3.03 Bid prices and payment

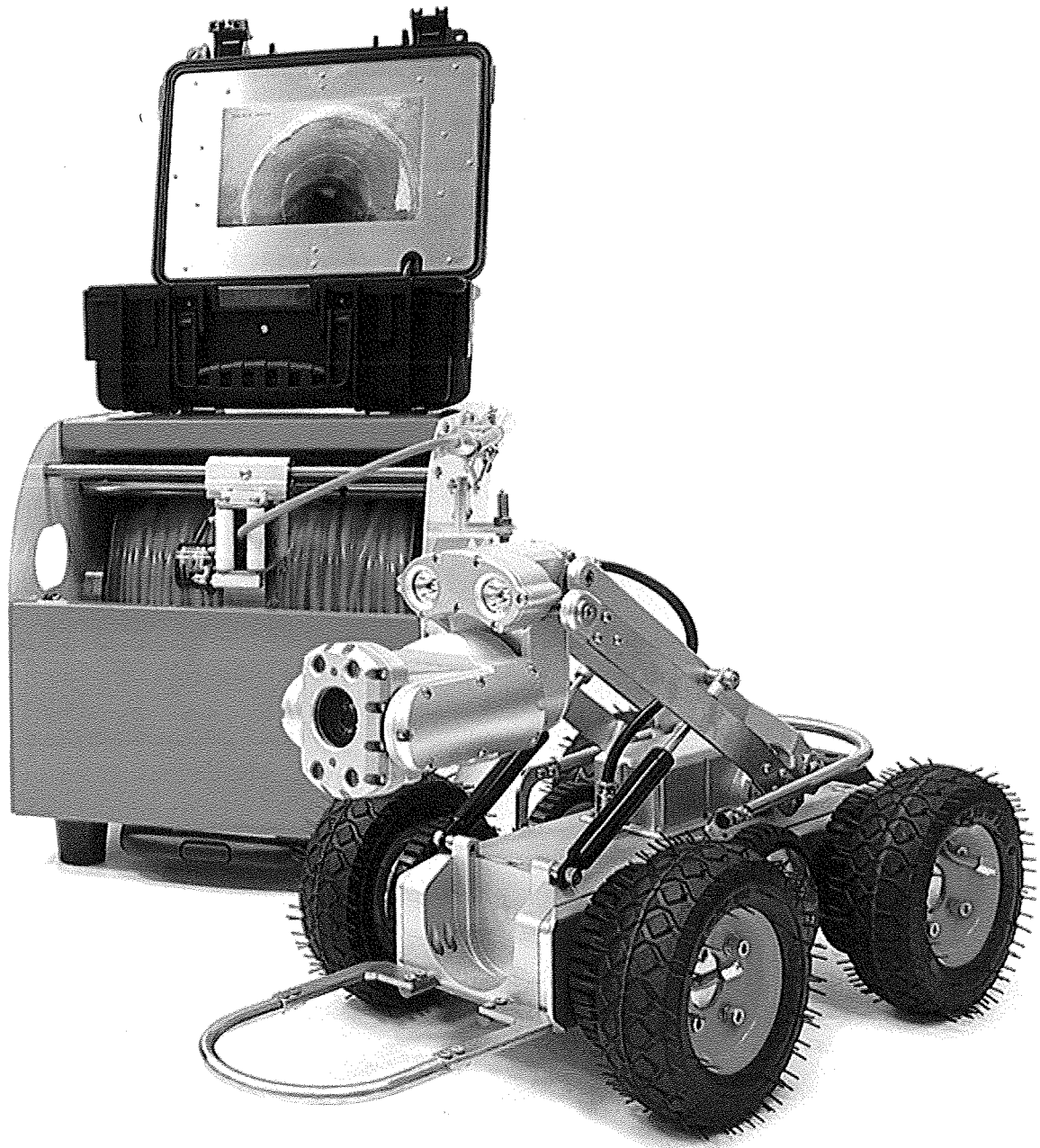
- A. Supplier shall submit bids on a unit price basis, equal to the price to provide and deliver the material and supplies. The bidder agrees that the bid unit price will be the basis of compensation for all product delivered.
- B. Invoices will be based on the quantity of actual shipments.
- C. The bid prices submitted by the vendor, if accepted, will be guaranteed and nonadjustable for a period of one year from date of award.
- D. In case of default of the vendor, the Town may procure the equipment from other sources.

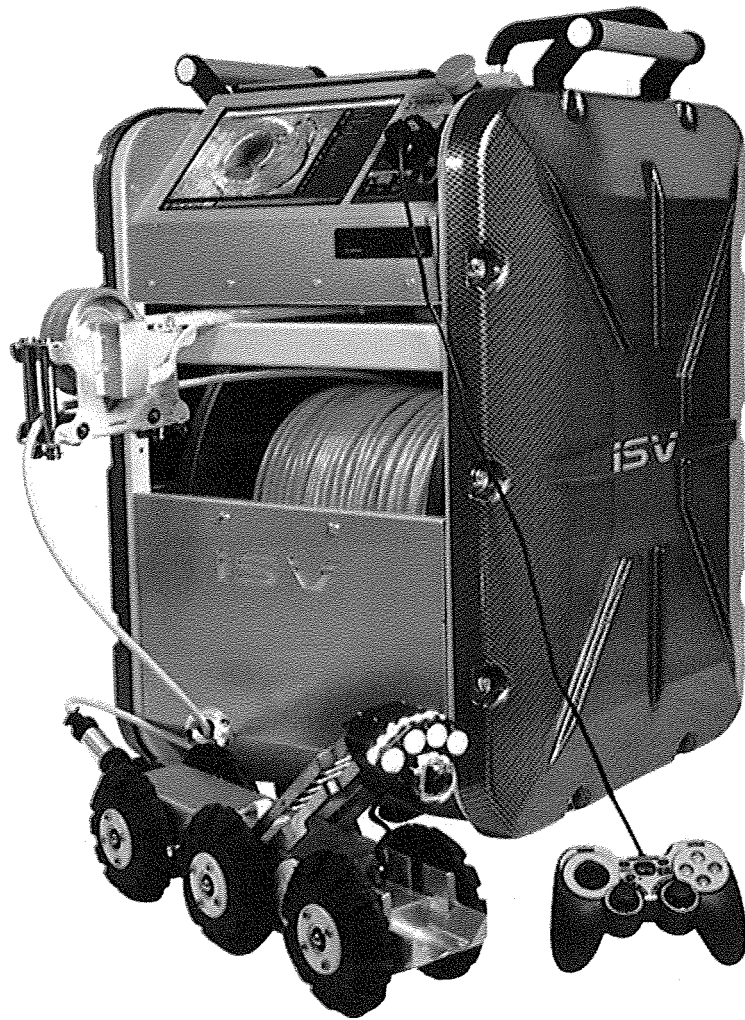
3.04 Default

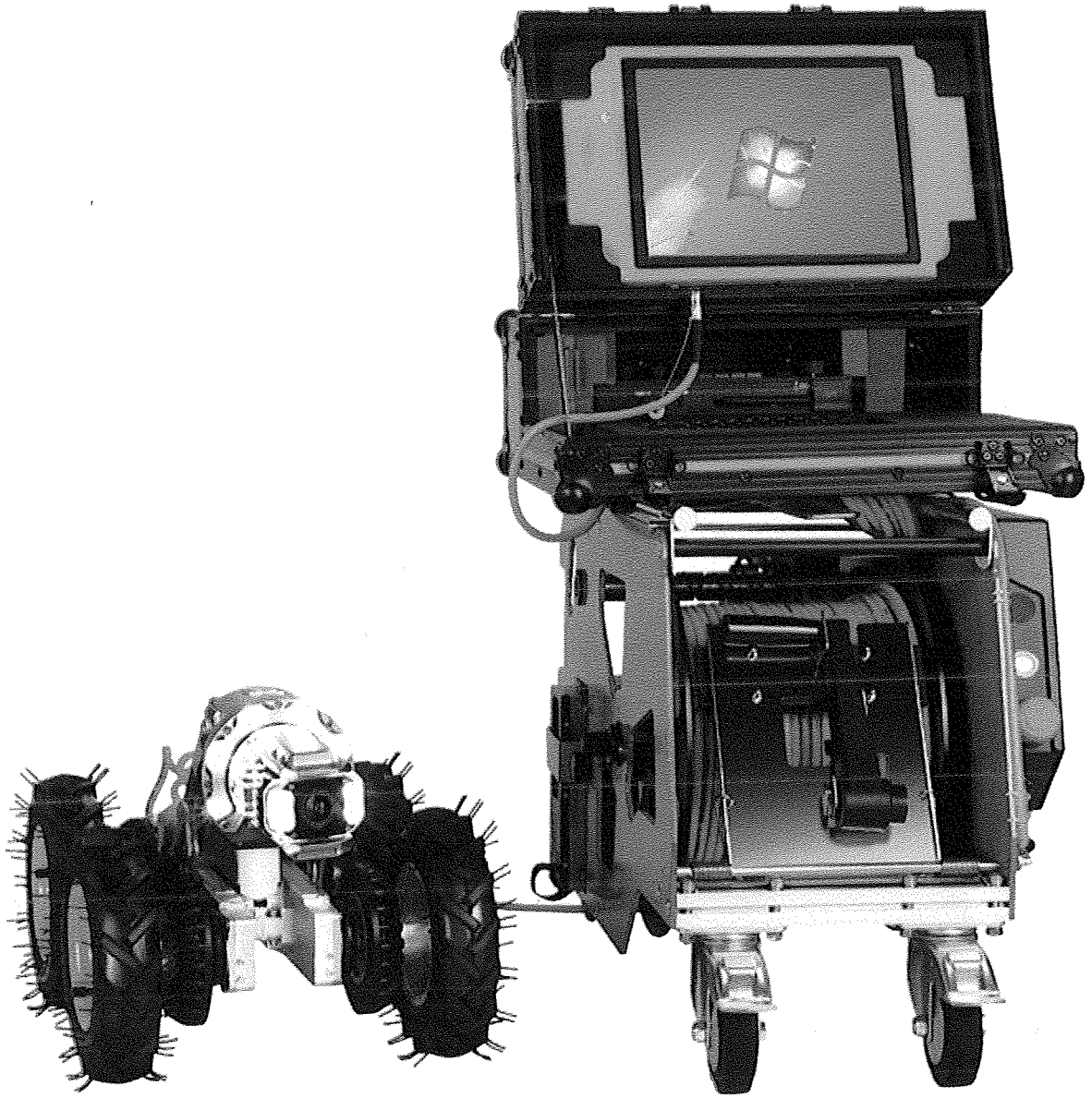
- A. Vendor shall be considered in default if:
 1. Vendor cannot deliver the quantity of product ordered within five working days of said order, or
 2. Product delivered does not meet the specified requirements.
- B. Notice of default will be issued in writing by the Town.

3.05 Waiver

- A. Any waiver of these requirements shall be at the sole discretion of the Town and shall not be construed to alter the requirements of any future delivery of product.
-







#9B



TOWN OF NEWBURGH
1496 Route 300
NEWBURGH, NEW YORK 12550
(845) 564-4552

2023 Budget

Date: 1/30/2024

Is the budget adjustment under \$7500? Yes: _____ No: x_____

If yes, Please give Gil a copy to sign and deliver to the Accounting Office.

If no, Please have the board approve at the next available board meeting.

Reason why the budget transfer is needed: _____

2023 End of year budget adjustments, covering accounts which were short due to extra production at CL

From:	Account Number:	<u>4002.5430</u>	Amount: <u>\$ (17,500.00)</u>
	Account Description:	<u>NYC Water Costs</u>	_____
			<u>\$ (17,500.00)</u>

=====			
To:	Account Number:	<u>4001.5457</u>	Amount: <u>\$ 15,000.00</u>
	Account Description:	<u>Sludge Hauling</u>	_____
To:	Account Number:	<u>4001.5472</u>	Amount: <u>\$ 1,500.00</u>
	Account Description:	<u>Consultants</u>	_____
To:	Account Number:	<u>4002.5459</u>	Amount: <u>\$ 1,000.00</u>
	Account Description:	<u>Chemicals</u>	_____
			<u>\$ 17,500.00</u>

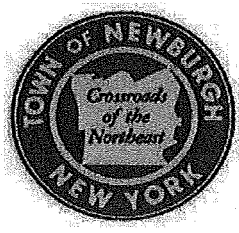
Please note: The total of from/to should be equal. Total 0.0

=====

James Osborn
Department Head Signature

Gil Piaquadio, Town Supervisor

#9C



Town of Newburgh
1496 Route 300
Newburgh, NY 12550
845-564-4552

Date: 2/8/2024

Is the budget adjustment under \$7,500 ? Yes _____ No X

If yes, please give Gil a copy to sign and deliver to the Accounting Office.

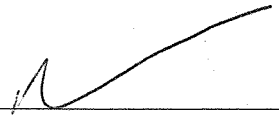
If no, please have the board approve at the next available board meeting.

Reason why the budget transfer is needed To cover end of year expenses for items that were back ordered

From: Account Number: 8340.5200
Account Description: Equipment Amount: \$28,000.00

To: Account Number: 8340.5466
Account Description: Operating Supplies Amount: \$28,000.00

Please note: The total of the from and to should equal



Department Head Signature

Gil Piaquadio, Town Supervisor

#9D



Town of Newburgh
1496 Route 300
Newburgh, NY 12550
845-564-4552

Date: 1/22/2024

Is the budget adjustment under \$7,500 ? Yes _____ No X

If yes, please give Gil a copy to sign and deliver to the Accounting Office.


If no, please have the board approve at the next available board meeting.

Reason why the budget transfer is needed To cover end of year expenses

From: Account Number: 8130.5200.5010
Account Description: Equipment Amount: \$16,000.00

To: Account Number: 8130.5452.5010
Account Description: Vehicle Contract Repairs Amount: \$16,000.00

Please note: The total of the from and to should equal


Department Head Signature

Gil Piaquadio, Town Supervisor

#9F



Town of Newburgh
1496 Route 300
Newburgh, NY 12550
845-564-4552

Date: 1/22/2024

Is the budget adjustment under \$7,500 ? Yes X No

If yes, please give Gil a copy to sign and deliver to the Accounting Office.

If no, please have the board approve at the next available board meeting.


Reason why the budget transfer is needed To cover end of year expenses

From: Account Number: 8340.5499
Account Description: Other Expenses Amount: \$5,000.00

To: Account Number: 8340.5452
Account Description: Vehicle Contract Repairs Amount: \$5,000.00

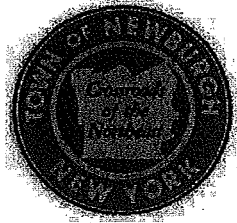
Please note: The total of the from and to should equal

Department Head Signature



Gil Piaquadio, Town Supervisor

#96



Town of Newburgh
1496 Route 300
Newburgh, NY 12550
845-564-4552

Date: 1/31/2024

Is the budget adjustment under \$7,500 ? Yes _____ No X

If yes, please give Gil a copy to sign and deliver to the Accounting Office.


If no, please have the board approve at the next available board meeting.

Reason why the budget transfer is needed To cover end of year expenses – Per Ron Clum

From: Account Number: 8130.5200.5010
Account Description: Equipment Amount: \$56,000.00

To: Account Number: 8130.8110.5490.5010
Account Description: Inter Gov General Services Amount: \$56,000.00

Please note: The total of the from and to should equal



Department Head Signature

Gil Piaquadio, Town Supervisor



#10
TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Jim Presutti

Commissioner of Parks, Recreation & Conservation

845-564-7815
FAX: 845-564-7827

TO: Gil Piaquadio, Supervisor
Town Board Members

CC: Lisa Ayers, Town Clerk

FROM: Jim Presutti, Commissioner

DATE: February 8, 2024

RE: 2024 Recreation Department Bus Trips

Sealed bids for charter bus and school bus destinations for 2024 were opened on Wednesday, February 7th. Attached are the bid summaries.

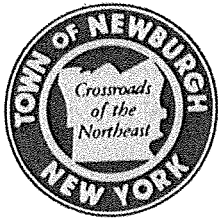
At this time we would like to request the Town Board select both Leprechaun Lines and West Point Tours as follows. Select West Point Tours for all the school bus camp destinations as they have the lowest bid. Select Leprechaun and West Point Tours as determined by the lowest bid for each charter bus destination.

Thank you for your consideration.

Regards,

Jim Presutti
Commissioner

#11
Lisa



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

PH: 845-566-7785
Fax: 845-564-2170

To: Town Supervisor
Town Board

From: Charlene M Black, Personnel

A handwritten signature in black ink, appearing to be 'C Black', enclosed in a circle.

Date: February 7, 2024

Re: Heavy Equipment Mechanic

Mark Hall, Highway Superintendent and I interviewed Travis Smith, who was the only candidate who signed the posting. The intended promotion date will be on Monday, February 19, 2024. The salary for this promotion is \$35.2523 per hour. Mr. Smith was pre-approved by Orange County Human Resources. Thank you




HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177
FAX 845-561-8987

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Charlene Black, Personnel Department

FROM: Mark Hall, Highway Superintendent 

DATE: February 6, 2024

RE: Heavy Equipment Mechanic (HEM)

After interviewing the candidate for the position of Heavy Equipment Mechanic position with Charlene Black & myself we feel the following is the best qualified for the position:

Travis Smith - Heavy Equipment Mechanic (HEM)

I am requesting that a start date on or about February 19, 2024 Thank you.

MH:ch

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: TRAVIS SMITH

DEPARTMENT: HIGHWAY

TITLE OF POSITION: HEAVY EQUIPMENT MECHANIC (HEM)

FULL TIME OR PART TIME: FULL TIME

HOURLY RATE: \$ 35.2523

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 5110.5100

PROPOSED HIRE DATE: 2-19-24

NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK.


DEPARTMENT HEAD SIGNATURE

2/16/24
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
5-22-2017

#12A

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: J. Osborne, Town Engineer *jos*
DATE: 25 January 2024
RE: **Colden Park Water Main Repair (Phase 3)**

I am requesting Town Board approval of the following budget transfer:

From: Interfund Transfer (F5900.9902)
To: Colden Park W.M. Replacement (H6011.5200)
Amt: \$300,000

This transfer to the capital project will complete the funding necessary to meet the Town's obligation under the grant agreement (20% of construction costs and construction engineering and inspection services).

As the above requires Town Board action, I am requesting that it be placed on the next available agenda. If you have any questions or comments, I am available to discuss them with you.

Cc: M. Taylor, Town Attorney
R. Clum, Town Accountant
P. Hines, MHE

#12B

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: P. Hines, Representative Town Engineer *PH*
DATE: 8 February 2024
RE: **Private Road Security Release
Hammond Subdivision
PB# 20-8**

We have received a request from the sponsor of the subject project for the release of the Letter of Credit which was posted to secure the construction of the private road and drainage improvements.

The private road and drainage facilities have been constructed. The Town is in receipt of the following documents:

- 1) Highway Department final inspection sign-off dated 13 December 2023.
- 2) Certification from design engineer Jonathan Cella, P.E. dated 10 December 2023.
- 3) As-Built survey prepared by Gary Rich, PLS.

Based on the above we take no exception to the Town Board releasing the security/letter of credit issued by Walden Savings Bank #150022144 (copy attached)

The release of the security requires Town Board approval.

Cc: J. Osborne, Town Engineer
✓ L. Ayers, Town Clerk
R. Clum, Town Accountant



Rider Weiner & Frankel P.C.
ATTORNEYS & COUNSELORS AT LAW

MEMORANDUM

TO: LISA M. VANCE AYERS, TOWN CLERK (w/ ORIGINAL LETTER OF CREDIT)
JOHN P. EWASUTYN, PLANNING BOARD CHAIRMAN

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: HAMMOND SUBDIVISION; KEY-GRAM NEWBURGH, LLC
SBL 1-1-63.23 OFF CRONK ROAD;
PRIVATE ROAD-STORMWATER SECURITY
WALDEN SAVINGS BANK IRREVOCABLE STANDBY
LETTER OF CREDIT NO.150022144 DATED JUNE 23, 2023 IN
THE AMOUNT OF \$188,000.00;
OUR FILE NO. 800.1(E)() (2023)
PLANNING BOARD PROJECT NO. 20290-- 08

DATE: JUNE 26, 20231

F: 845.562.9100
F: 845.562.9126

655 Little Britain Road
New Windsor, NY 12553
P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

David L. Rider
Charles E. Frankel
Michael J. Matsler
Mark C. Taylor
Deborah Weisman-Estis
M. Justin Rider

M. J. Rider
(1906-1968)
Elliott M. Weiner
(1915-1990)

COUNSEL

Stephen P. Duggan, III
John K. McGuirk
(1942-2018)

OF COUNSEL

Craig F. Simon
Irene V. Villacci

The above referenced letter of credit securing private road and related stormwater improvements in the Hammond Subdivision off Cronk Road is acceptable to our office as to form. The original is enclosed with the Town Clerk's copy of this memorandum

Should you have any questions, please contact me.

MCT/sel
Enc.

cc: Hon. Gilbert J. Piaquadio, Deputy Supervisor and Councilman (via e-mail)
James Osborne, Town Engineer (via e-mail)
Gerald Canfield, Code Compliance Supervisor (via e-mail)
Mark Hall, Highway Superintendent (via e-mail)
Ronald Clum, Town Accountant (via e-mail)
Dominic Cordisco, Esq., Planning Board Attorney (via e-mail)
Patrick Hines, Principal, McGoey, Hauser & Edsall (via e-mail)

Private Road, Erosion and Sediment Control and Stormwater Management

ISSUING BANK:
WALDEN SAVINGS BANK
15 SCOTT'S CORNERS DRIVE
MONTGOMERY, NY 12549

RE: IRREVOCABLE STANDBY LETTER OF CREDIT NO. 150022144

Walden Savings Bank hereby establishes our Irrevocable Standby Letter of Credit for the account of Key-Gram Newburgh, LLC (the "Applicant") in favor of the Town of Newburgh (the "Beneficiary"), available by your drafts at site drawn on us for a sum not exceed ONE HUNDRED EIGHTY-EIGHT THOUSAND (U.S. \$188,000.00) U.S. Dollars

ISSUE DATE: June 21, 2023

BENEFICIARY: TOWN OF NEWBURGH
1496 ROUTE 300
NEWBURGH, NEW YORK 12550

APPLICANT: KEY-GRAM NEWBURGH, LLC
1 STAIR WAY
MONROE, NY 10950

DATE OF EXPIRATION: (June 21, 2024 and each successive expiration date thereafter, unless at least 120 days before the current expiration date, we notify both you and KEY-GRAM NEWBURGH, LLC by certified mail return receipt requested, that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, any unused portion of the credit shall be available upon presentation of your signed draft and the above referred to signed statement of 120 days after the date of receipt by both you and KEY-GRAM NEWBURGH, LLC, as shown on the signed return receipts.)

This Credit shall be available by:

1. The Beneficiary's Drafts drawn at sight bearing the clause "Drawn under Walden Savings Bank Letter of Credit No. 150022144"
2. The original of this Letter of Credit.
3. A Certificate upon Beneficiary's Letterhead stating the following:

The undersigned, an authorized officer of the Town of Newburgh, New York, (the "Beneficiary") hereby certifies Walden Savings Bank with reference to Irrevocable Standby Letter of Credit No. 150022144, issued by the Bank in favor of the Beneficiary, that Key-Gram Newburgh, LLC (the "Applicant") has failed to complete certain *private road, and related drainage, stormwater management facilities, erosion and sediment control measures or permanent stabilization and/or restoration measures for land disturbance* in accordance with approved plans for the Hammond Subdivision/site plan SBL #1-1-63.23 and the standards and specifications of the Beneficiary, or has failed to reconstruct, restore or repair existing paving, shoulders, drainage improvements, water and/or sewer utilities of the Beneficiary damaged or subsequently affected by the construction or installation of said improvements and facilities, or has failed to deliver "as built" drawings of the improvements acceptable to the Beneficiary, or has failed to

such additional erosion and sediment control or stormwater measures, if required, as are necessary to control and treat erosion, sediment and/or stormwater from the *subdivision/site* in accordance with applicable conditions of approval and/or regulations. Accordingly, the Beneficiary is entitled to and is making a drawing under the Letter of Credit in the amount of the site draft accompanying this Certificate.

The Beneficiary has executed this certificate as of the 21st day of June, 2023.

TOWN OF NEWBURGH

By: _____
Typed Name:
Title:

Partial Drawings Are Permitted.

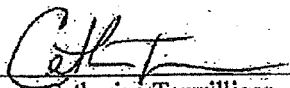
It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one (1) year from the present and any future expiration hereof, unless at least thirty (30) days prior to any such date we shall notify you by certified letter to the above address that we elect not to consider this Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw the full amount of this Letter of Credit hereunder against your sight draft drawn on us only, without the documentation mentioned herein.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600 (the "UCP"). As to matters not governed by the UCP, this Credit is subject to the laws of New York State as in effect from time to time, including, without limitation, Article 5 of the Uniform Commercial Code as in effect in the State of New York (the "UCC"). In the event of any conflict between the terms of this Letter of Credit and the UCC or Uniform Customs, the terms of this Letter of Credit will prevail.

Walden Savings Bank hereby agrees that all drafts drawn under and in compliance with the terms of this Credit shall be duly honored upon presentation by mail or overnight courier to Walden Savings Bank, 15 Scotts Corners Drive, Montgomery, NY 12549 on or before the expiration date or any extended date as hereinbefore set forth.

This Credit sets forth in full Walden Savings Bank's undertaking.

Very truly yours,
Walden Savings Bank

By: 
Catherine Terwilliger
Executive Vice President



TOWN OF NEWBURGH
CODE COMPLIANCE DEPARTMENT
21 Hudson Valley Professional Plaza
Newburgh, NY 12550
Ph: (845)564-7801 Fax: (845)564-7802

CODE COMPLIANCE
DEPARTMENT

JUN 28 2023

Signature
Code Compliance Stamp

Receipt of Payment

Amount: \$ 4,000

Cash

Check

543

Received

Address: Hammond

SBL: 1-1-63.23

Inspection Fee

Permit Application Fee

Permit Renewal Fee

Annual Fire Inspection Fee

Municipal/Title Search Fee

TOWN OF NEWBURGH HIGHWAY DEPARTMENT

90 Gardnertown Road

Newburgh, NY 12550

(845) 561-2177 Fax: (845) 561-8987

\$50.00 FEE

CASH

CHECK # _____

DRIVEWAY INSPECTIONS

LOCATION: ALEXANDRA MATTHEW ROAD

SECTION: 1 BLOCK: 1 LOT: 63.23

OWNER: Joseph Kehoe ADDRESS: _____

CONTRACTOR: _____ ADDRESS: _____

PHONE # OWNER: 741-6105 PHONE # CONTRACTOR: _____

INSPECTION: PRELIMINARY

FINAL

DATE: _____

DATE: 12/13/23

APPROVED: YES NO

APPROVED: YES NO

DIAGRAM / COMMENTS:

NO PIPE NEEDED

12 PIPE

15 PIPE

18 PIPE

SPLASH PLATES

HEAD WALLS

DRIVEWAY INSTALLATIONS SHALL CONFORM TO THE REQUIREMENTS OF SECTION 161-34 OF THE TOWN CODE

A. All driveways within the limits of the right-of-way shall be designed and constructed with sufficient sight distance and with a grade no more than one (1) inch per foot from edge of pavement or back of curb to the right-of-way line. The minimum width of the driveway pavement at the road pavement line or at the curbline shall be fifteen (15) feet, tapering to a minimum of ten (10) feet at the right-of-way line. All driveways shall have a six-inch subbase material foundation course with 2 Inches Type 6F bituminous concrete top course mix from the edge of pavement or back of curb to the right-of-way line which shall be applied during or after the laying of street pavement.

B. All driveways shall be graded to the satisfaction of the Town Superintendent of Highways prior to the surfacing of said driveways. In accordance with Section 161-33, installation of culverts or other structures may be required.

ACKNOWLEDGEMENT:

PRELIMINARY

OWNER/ CONTRACTOR: _____ DATE: _____

T.O.N. HIGHWAY DEPT.: _____ DATE: _____

FINAL

OWNER/ CONTRACTOR: [Signature] DATE: 12/15/23

T.O.N. HIGHWAY DEPT.: [Signature] DATE: 12/19/23

December 10, 2023

To: Town of Newburgh Code Compliance
Mr. Gerald Canfield, Building Inspector
21 Hudson Valley Professional Plaza, Newburgh, New York 12550

Re: **Inspection of Private Road at Hammond Subdivision**
Alexandra Matthew Road
Town of Newburgh, Orange County, New York

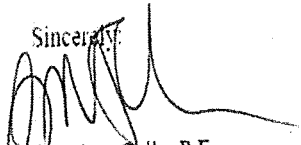
Mr. Canfield and Town Representatives:

An ongoing inspection of the installation of the private road off of Cronk Road for the Hammond Subdivision (Filed Map No. 179-23) began October 5, 2023 and ended December 5, 2023. Based upon these inspections please consider the following:

1. After the road was staked out by Gary Joseph, P.L.S., cutting and rough grading of the road began October 5, 2023.
2. Following rough grading the installation of catch basins and pipe required for collection of stormwater as shown on approved plans began October 23, 2023.
3. Installation of the manholes and stormwater pond continued through mid November.
4. Installation of road subbase was completed in November 2023.
5. A joint inspection of the completion of the installation of the subbase was conducted November 28, 2023 with representatives of the Town of Newburgh. This included a roll test with a loaded dump truck compaction of the subbase, which was found to be sufficient at this time.
6. A private inspection of the installed road subbase was also conducted prior to the joint inspection with the Town. This also included a roll test with a loaded dump truck for compaction of the subbase, which was found to be sufficient at this time.
7. Installation of the asphalt as required for the Town of Newburgh private road section was conducted December 5, 2023. This paving was witnessed by a representative of the Town of Newburgh and it was found that an adequate depth of pavement was installed and that this pavement was adequately rolled.

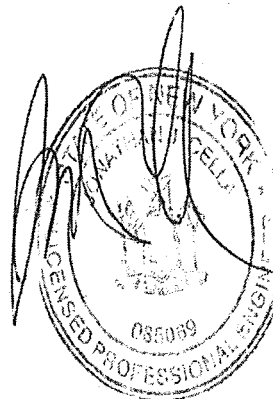
Per the above this letter serves as professional certification of the construction of the private road now known as Alexandra Matthew Road. Please do not hesitate to contact me with any questions and or concerns related to this matter. Thank you.

Sincerely,



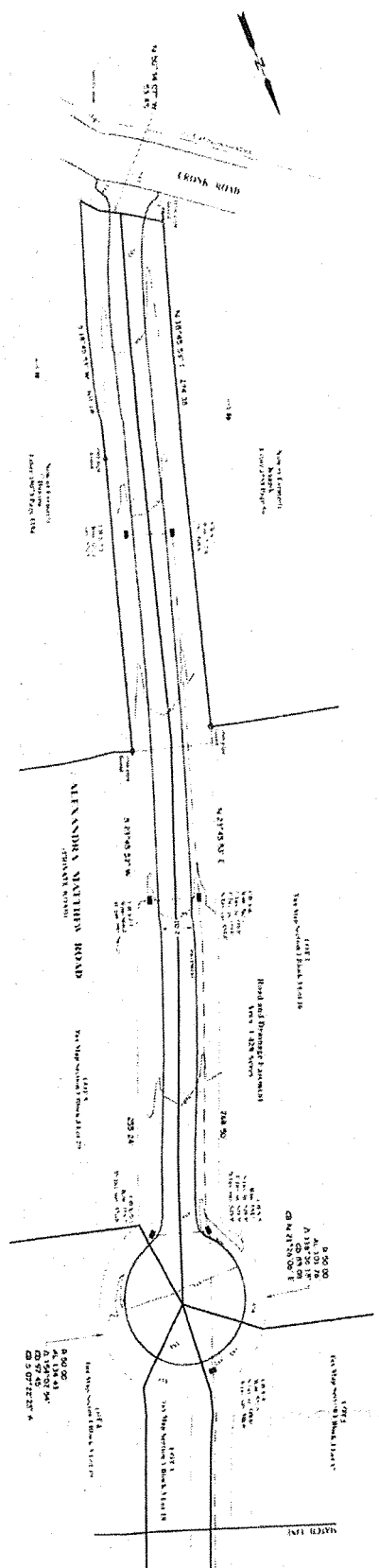
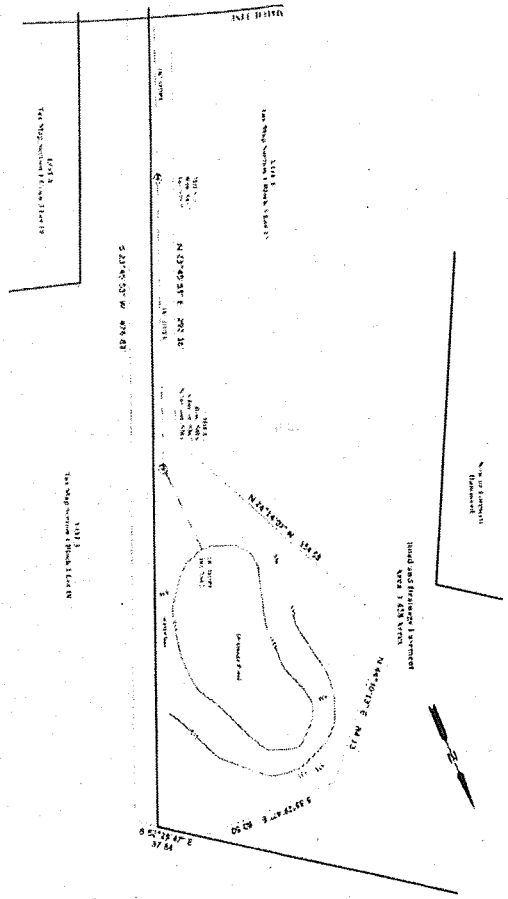
Jonathan Cella, P.E.
N.Y.S. P.E. Lic. No. 085069


51 Hunt Road, Wallkill, New York 12589
jonathancell@hotmail.com -- 845-741-0363



NO. 1	NO. 2	NO. 3	NO. 4

NOTES: 1. The owner of the land shown on this plan is Key-Graham NMBR LLC. 2. The owner of the land shown on this plan is Key-Graham NMBR LLC. 3. The owner of the land shown on this plan is Key-Graham NMBR LLC. 4. The owner of the land shown on this plan is Key-Graham NMBR LLC. 5. The owner of the land shown on this plan is Key-Graham NMBR LLC. 6. The owner of the land shown on this plan is Key-Graham NMBR LLC. 7. The owner of the land shown on this plan is Key-Graham NMBR LLC. 8. The owner of the land shown on this plan is Key-Graham NMBR LLC. 9. The owner of the land shown on this plan is Key-Graham NMBR LLC. 10. The owner of the land shown on this plan is Key-Graham NMBR LLC.





KEY-GRAHAM NMBR LLC
 10000 N. W. 11th Street
 Doral, FL 33126

PLAN

Scale: 1" = 100'

DATE: 08/14/18

#120

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: P. Hines, Representative Town Engineer *PH*
DATE: 8 February 2024
RE: **Outside Sewer User Request**
O'Donnell Property – 2 Plank Road
SBL: 87-2-24

The Town has received a request from the subject property owner for sewer service. The property is not in the sewer district. An outside user agreement is required. An Engineered Plan would be required to be submitted.

Authorization to enter into an outside user agreement requires Town Board action. I am requesting that it be placed on the next available agenda.

Cc: M. Taylor, Town Attorney
J. Osborne, Town Engineer
~~L. Ayers, Town Clerk~~

Michael & Sherri O'Donnell
2 Plank Road
Newburgh, NY 12550
845-566-0680
845-728-9901

February 8, 2024

Town of Newburgh
Gill Piaquadio, Supervisor
1496 Route 300
Newburgh, NY 12550

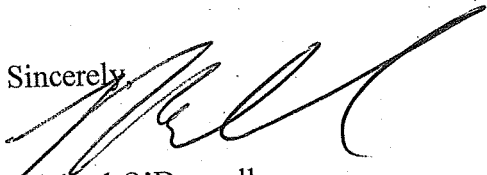
Mr. Piaquadio,

I am the owner of the property located at 2 Plank Road in the Town of Newburgh. SBL: 84-4-24. Due to an extremely old and failing septic system on the property, I would like to connect to the Town of Newburgh sewer system. The property is not currently in the sewer district. Therefore, I am requesting an *Outside User Agreement* with the Town.

The connection would be made at the manhole located at the corner of Plank Road and North Carpenter Avenue. As a local business owner of Valley Contracting and Septic, I am familiar with the Town's standards and procedures and will be making the connection.

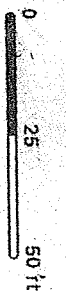
Thank you for your consideration.

Sincerely,



Michael O'Donnell

N CARPENTER AVE



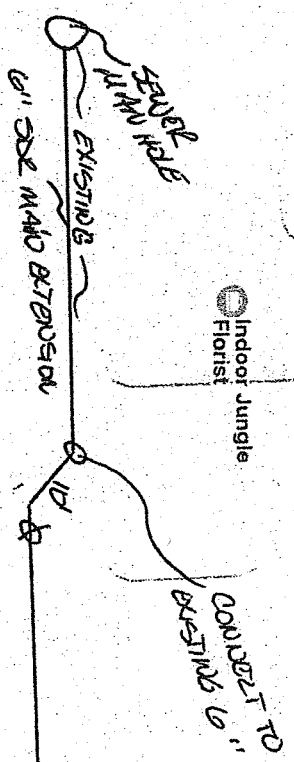
MILE O'DOUBLE



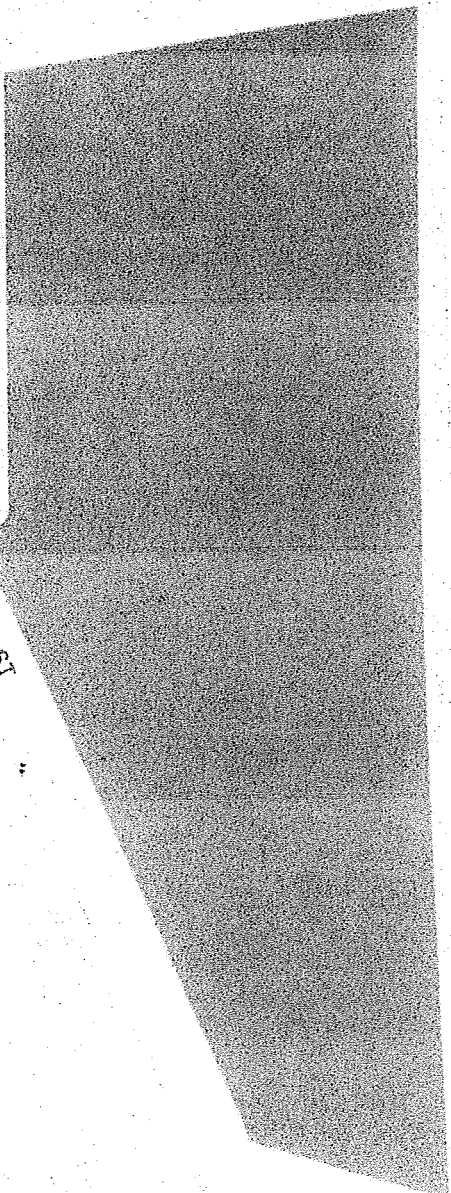
4 PLANK RD.
RODSBURGH NY

Makeell's
Music Shop

Indoor Jungle
Florist



PLANK RD



Search Maps



NORTH ST

#12D

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: P. Hines, Representative Town Engineer *PH*
DATE: 8 February 2024
RE: **Authorize Bid Dates
Chadwick Lake Recreation / Senior Building**

Attached is a copy of the proposed advertisement for Bid. MHE is proposing the Bid documents be available on 28 February 2024. Bids are to be received on 28 March 2024, at 2:00 pm at the Town Clerk's office.

Town Board action is required to authorize the Bidding period.

**ADVERTISEMENT FOR BIDS
TOWN OF NEWBURGH
ORANGE COUNTY, NEW YORK
NEWBURGH RECREATION CENTER PROJECT**

General Notice

Town of Newburgh (Owner) is requesting Bids for the construction of the following Project:

Newburgh Recreation Center Project

Bids for the construction of the Project will be received at the **Town of Newburgh Clerk's Office** located at **1496 Route 300, Newburgh, NY 12550** until **March 28, 2024 at 2:00 PM** local time. At that time the Bids received will be **publicly** opened and read.

The Project includes the following Work:

New construction of a 37,000 SF Recreation Center and associated site work, including on-lot septic system, to be located at Chadwick Lake Park, Route 300, Town of Newburgh, NY.

Separate Bids will be received for the following Contracts:

**Contract GC-1 – General Construction
Contract MC-1 – Mechanical Construction
Contract EC-1 – Electrical Construction
Contract PC-1 – Plumbing Construction**

Obtaining the Bidding Documents

The Issuing Office for the Bidding Documents is:

**MHE Engineering, D.P.C.
111 Wheatfield Drive, Suite 1
Milford, PA 18337**

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of **8:30 am and 5:00 pm** and may obtain copies of the Bidding Documents from the Issuing Office as described above and becoming available on **February 28, 2024**.

Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office. Only those persons whose name and address are on record of having obtained the Contract Documents will be permitted to bid and issued the Addendums, if any.

Digital copies of the contract documents may be obtained online as a download by a secured electronic link for a non-refundable fee of fifty dollars (\$50.00) upon payment with a check made payable to MHE Engineering, D.P.C. by contacting the Issuing Office at (570) 296-2765 or by email at mhepa@mhepc.com.

Hard copies of the contract documents may be obtained from MHE Engineering, D.P.C. by special request for an additional fee.

Each bid shall be accompanied by an acceptable form of Bid Guarantee in an amount equal to at least five (5) percent of the amount of the Bid payable to the **Town of Newburgh** as a guarantee that if the Bid is accepted, the Bidder will, within fifteen (15) days after the award of the Contract, execute the Contract and file acceptable Performance and Labor and Material Payment Bonds and Certificate(s) of Insurance.

Pre-Bid Conference

A pre-bid conference for the Project will be held on **Tuesday, March 12, 2024 at 10:00AM** at the **project site, Chadwick Lake Park, Route 300, Newburgh, NY 12550**. Attendance at the pre-bid conference is encouraged, but not required.

OWNERS RIGHTS RESERVED: **Town of Newburgh** hereinafter called the Owner, reserves the right to reject any or all Bids and to waive any informality or technicality in any Bid in the interest of the Owner.

No bidder may withdraw his bid within forty-five (45) days after the actual date of the opening thereof.

The Owner shall be exempt from payment of sales and compensating use taxes of the State of New York and cities and counties on all materials supplied to the Owner pursuant to this contract.

Town of Newburgh an equal opportunity employer and affirmative action employer, hereby notifies all bidders that it will affirmatively ensure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the ground of race, gender, color or national origin in consideration of an award.

This Advertisement is issued by:

Owner: **Town of Newburgh**
By: **Lisa M. Vance-Ayers**
Title: **Town Clerk**
Date: **February 28, 2024**

#12E

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: J. Osborne, Town Engineer *JWO*
DATE: 8 February 2024
RE: **Meadow Hill Inflow & infiltration Mitigation**

As part of the ongoing obligations under a New York State Department of Environmental Conservation (NYS DEC) Consent Order, the Town has identified certain repairs, remediation and / or replacement of sewer mains in the Meadow Hill South, North and West Subdivisions. This work is required to reduce extraneous flows from entering the sanitary sewer collection system. The Town recently received a Water Infrastructure Improvement grant of approximately \$1,000,000 (25 percent of the project cost).

To meet the compliance schedule for this work, the Town needs to prepare the necessary contract documents for bid. The first step is to authorize the attached proposal for surveying services as outlined in the proposal from MNTM Engineers and Land Surveyors dated 17 Jan 2024. Funds for this work will come from the Interfund Transfer budget line. The cost for this work is \$18,750.

As the above requires Town Board approval, I request that it be placed on the next available agenda.

Cc: M. Taylor, Town Attorney
R. Clum, Town Accountant
P. Hines, MHE

Lawrence J. Marshall, P.E.

Timothy J. Martz, L.S.

Zachary A. Peters, P.E.

January 17, 2024

Gil Piaquadio
Supervisor
Town of Newburgh
1496 Route 300
Newburgh, NY 12550
via email: sarnott@mhepc.com

Re: Proposal No. 5683
Meadow Hill Sewer Main Replacement
Town of Newburgh
Orange County
Boundary, Planimetric & Topographic Surveys

Dear Mr. Piaquadio,

We are pleased to provide you with this proposal for professional services related to the preparation of a boundary, planimetric and topographic survey including individual parcel descriptions for the parcel located at Street Address in the Town of Newburgh, Orange County.

The areas to be surveyed have been identified on the attached map prepared by MHE Engineering.

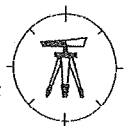
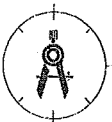
Scope of Work

The following describes the work Mercurio-Norton-Tarolli-Marshall (MNTM) is prepared to complete for the subject parcel:

Task 1: Meadow Hill Sewer Survey

Mercurio-Norton-Tarolli-Marshall, Engineering & Land Surveying, P.C. (MNTM) is prepared to complete land surveying for the Meadow Hill North, South, and West sewer districts off Meadow Hill Road and Lakeside Road in the Town of Newburgh. The survey work will include the following:

1. The survey shall include all improvements and existing conditions 50 feet from centerline of roadway along existing sewer-pipe-to-be-replaced on the attached sketch.
2. The survey shall include all improvements and existing conditions 50 feet from centerline of roadway along the length of pipe run (between each upstream and downstream manhole) where spot repairs are denoted.
3. The survey shall include all improvements and existing conditions 50 feet from centerline of sewer-pipe-to-be-replaced between Pommel Dr and Paddock Pl including noting the bounds of any existing easement through which the improvements may be contained in.
4. The shrub line, all trees, stone walls, and fence lines.
5. The existing utilities on and near the site including, but not limited to: utility poles, traffic poles, catch basins, any existing culvert pipes/ drainage pipes (specifying their material, diameter, and invert elevations), underground utilities (detailing water and sewer mains and services - sizes, the type of pipes, and elevation), as well as electrical and any other applicable utilities.
 - MNTM to provide markout of utilities



AUTHORIZATION TO PROCEED

This will authorize Mercurio-Norton-Tarolli-Marshall, Engineering & Land Surveying, P.C. (MNTM) to proceed with professional engineering and/or land surveying services in accordance with this proposal and confirms my acceptance of all terms and conditions.

THE FOLLOWING TERMS ARE PART OF THIS AGREEMENT:

1. This proposal is valid for 60 days from the date of the proposal.
2. By signing below, you have certified that you have reviewed the tax parcels listed in the preceding estimate and have confirmed they are the parcels on which work is to be completed.
3. By signing below, you have verified that there are no active or pending boundary or legal disputes in title on the subject parcel.
4. Should any unusual circumstances make it infeasible for MNTM to complete the contracted work, notification will be provided along with options on how to proceed. Should work be elected not to proceed, the project will be billed hourly for work completed to date. Examples of unusual circumstances may include, but are not limited to: boundary disputes, deed gaps, deed gores, clouded title, etc.
5. ~~A 50% retainer is required to be paid upon completion of this form to schedule any work. Clients will be billed for the remaining amount upon completion of the project if the project does not exceed 1 month of duration. Invoicing will be on a monthly basis and will include billing for work completed to date. Payment is due upon receipt of the invoice. Interest charges of 2.0% per month may be applied to any outstanding invoice after 30 days.~~
6. Payments may be made via cash, check or electronic payments via ACH transfer. Checks shall be made payable to "MNTM" and mailed to: PO Box 166, Pine Bush, NY 12566 if mailed via USPS or to 45 Main Street, Pine Bush, NY 12566 if mailed via FedEx or UPS.
7. Any fees incurred by MNTM due to the collection of outstanding invoices, including reasonable attorney's fees and costs, will be charged to the client.
8. MNTM reserves the right to stop work if payment is not received within 30 days.
9. ~~MNTM retains the rights to any AutoCAD drawings created for this work. Releasing of digital files will be provided upon request and only after a hold harmless release statement has been received. There is a minimum fee of \$500.00 for the preparation and release of digital files.~~

NAME: _____

POSITION: _____

COMPANY: _____

DATE: _____

SIGNATURE: _____

OFFICE TELEPHONE: _____

CELLULAR TELEPHONE: _____

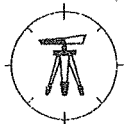
ALTERNATE TELEPHONE: _____

E-MAIL ADDRESS: _____

MAILING ADDRESS: _____

DATE: January 17, 2024

Proposal No. 5683



Lawrence J. Marshall, P.E.

Timothy J. Martz, L.S.

Zachary A. Peters, P.E.

Fee Schedule & Hourly Billing Rates - 2024

Job Classification:

Hourly Rates:

Senior Principal Engineer	\$185.00
Professional Engineer	\$165.00
Engineer	\$145.00
Senior Principal Surveyor	\$160.00
Professional Surveyor	\$145.00
Surveying Field Crew (1-Man)	\$135.00
Surveying Field Crew (2-Man)	\$225.00
Surveyor (Office)	\$115.00
Surveyor (Field)	\$135.00
Expert Testimony	\$300.00
Field Technician	\$95.00
Clerical	\$55.00

Expenses:

Mileage	\$0.56 per mile
Tolls, Travel Expenses, Etc.	At Cost
Map Copies	\$5.00 per sheet
Report Copies (Letter Size) – Black & White	\$0.05 per page
Color	\$0.20 per page





AGREEMENT FOR ENGINEERING SERVICES

Between

Town of Newburgh

and

MHE Engineering, D.P.C.

For Professional Services

Related to

Meadow Hill I&I Mitigation

NEW YORK OFFICE

33 Airport Center Drive, Suite 202, New Windsor, NY 12553
845-567-3100 | F: 845-567-3232 | mheny@mhepc.com

PENNSYLVANIA OFFICE

111 Wheatfield Drive, Suite 1, Milford, PA 18337
570-296-2765 | F: 570-296-2767 | mhepa@mhepc.com

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

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1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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**AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **Town of Newburgh** (Owner) and **MHE Engineering, D.P.C.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Meadow Hill I&I Mitigation** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **Preparation of Design Plans and Specifications, Permitting, Bidding Phase, Grant Administration and Construction Phase Services for the Meadow Hill I&I Mitigation project.**

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. The Town of Newburgh intends to complete the recommended improvements pursuant to the Engineering Report prepared by MHE Engineering dated 29 June 2023 for the Engineering Planning Grant #104802. As such, the Town intends to engage MHE Engineering to design the recommended improvements.

The scope of the improvements to the Meadow Hill Sewer District include to the replacement of approximately 1,629 linear feet of 8-inch sewer main, replace 10 existing manholes, relining of approximately 624 linear feet of 10-inch sewer main, approximately 18,636 linear feet of 8-inch sewer main, re-lining of approximately 12 existing sewer manholes, and replacement of 31 laterals.

- B. Engineer shall perform engineering services necessary for the development of plans and specifications suitable for public bid for the scope of the infiltration and inflow improvements noted in 1.01A above.
- C. Engineer is aware that the Town has been awarded a WIIA Grant through NYS Environmental Facilities Corporation for funding of this project. As such, MHE Engineering will provide grant administrative assistance to facilitate the grant requirements for the Town of Newburgh.
- D. Engineer shall provide Bidding Phase Services in Accordance with Exhibit A – Article 1 Section 1.05.
- E. Engineer shall provide Permitting services through NYSEFC/NYSDEC, as required.
- F. Additional services expected include: Temporary Construction Easement, Survey, geotechnical, wetlands, utility coordination, assistance with funding which is not specifically identified elsewhere in the agreement, or any other service not specifically described herein. Engineer can assist Owner in obtaining these additional services.
- G. The services provided by MHE do not include services related to the controls or handling of hazardous materials, including such materials as asbestos and lead paint. In the event the presence of hazardous materials is highly suspect, Owner should engage the services of a hazardous materials consultant to provide testing, specifications, and monitoring, and any other service related to proper handling and control of said material. In the event that hazardous material is unlikely, Owner shall be aware that in the event such hazardous materials are encountered, Owner should engage the services of a hazardous materials consultant to advise and direct the Owner regarding the handling and controls of said materials. Owner's Responsibilities.

1.02 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
1. design objectives and constraints;
 2. space, capacity, and performance requirements;
 3. flexibility and expandability needs;
 4. design and construction standards;
 5. budgetary limitations; and
 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Surveys, topographic mapping, and utility documentation.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

- D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
 - E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
 - F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 - G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 1.03 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
 - 1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
 - 2. insurance and bonding requirements;
 - 3. protocols for electronic transmittals during bidding and construction;
 - 4. Owner's safety and security programs applicable to Contractor and other Constructors;
 - 5. diversity and other social responsibility requirements;
 - 6. bidding and contract requirements of funding, financing, or regulatory entities;
 - 7. other specific conditions applicable to the procurement of construction or contract documents;
 - 8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
 - B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
 - 1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

1.04 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
 - 1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 - 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
 - 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 - 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

1.05 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.

- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. **Town shall engage the services of a surveyor for the necessary base survey mapping for the replacement of the sewer main as noted in 1.01A above and to survey the existing conditions of the area surrounding the project.**
- K. **Town shall engage the services of a geotechnical consultant to determine the need for excavation of rock within the project vicinity.**
- L. Owner shall:
 - 1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
4. Perform or provide the following: **None**.

1.06 Payment

- A. Owner shall pay Engineer as set forth in Article 3 and Exhibit J.
- B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service		Amount	Basis of Compensation (EXHIBIT J)
1.	Design Phase Services, Bidding Phase Services and Permitting/Regulatory/Outside Agency Coordination/Administrative Services (Section 1.01B, 1.01D, 1.01E)	\$231,000	Lump Sum in Accordance with Packet BC-1
2.	Grant Administration Services (Section 1.01C)	Hourly	Salary Cost Times a Factor in accordance with Packet BC-6
3.	Additional Services (Article 2 of Exhibit A)	Hourly	Salary Cost Times a Factor in accordance with Packet BC-6

Based on a **12-month** continuous construction period.

ARTICLE 2—SCHEDULE FOR RENDERING SERVICES

2.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

2.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 3—INVOICES AND PAYMENTS

3.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

3.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 4—OPINIONS OF COST

4.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or

services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

4.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 5—GENERAL CONSIDERATIONS

5.01 Standards of Performance

- A. **Standard of Care:** The standard of care for all professional engineering and related services performed or furnished by Engineer 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. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. **Technical Accuracy:** Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. **Engineer's Subcontractors and Subconsultants:** Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. **Reliance on Others:** Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. **Compliance with Laws and Regulations, and Policies and Procedures**
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,

- b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

P. Non-Direction of Asbestos Consultant

1. Should it become necessary for Owner to retain the services of an asbestos consulting firm (the "Asbestos Consultant"), and notwithstanding any assistance that MHE provides to Owner in identifying the Asbestos Consultant, it is the Owner and not MHE who shall contract directly with Asbestos Consultant. The Asbestos Consultant shall not be a subconsultant or subcontractor of MHE.
2. As requested by Owner, MHE may monitor the activities of, and liaise collaboratively with, the Asbestos Consultant, and report to Owner regarding the same. However, MHE shall not supervise, control, or direct the manner of work by the Asbestos Consultant, except to direct the Asbestos Consultant generally to perform its duties in accordance with applicable laws and regulations.

5.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.
1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
 2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
 - a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
 - c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
 - d. such limited license to Owner shall not create any rights in third parties.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to

payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.

- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

5.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
 - 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
 - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents 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 Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

5.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written

notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

5.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

- b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
 - 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete 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. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
 - 1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 - 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

5.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated 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.

- C. Unless expressly provided otherwise in this Agreement:
 - 1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

5.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
 - 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
 - 2. Owner and Engineer agree that they shall first submit any and all 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. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
 - 3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:
 - a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.
 - b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

5.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

5.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner’s knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of

Concern may present a danger to persons or property exposed to them, will be referred to as “undisclosed” Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer’s scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer’s services under this Agreement, then:
1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days’ written notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

5.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
 - 1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 - 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, 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 this Agreement or the Project, from any cause or causes. Such excluded damages

include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

5.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

5.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

ARTICLE 6—DEFINITIONS

6.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
 - 3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. Engineer—The individual or entity named as such in this Agreement.

23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. Resident Project Representative— Deleted.
31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship

as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other

communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 7—EXHIBITS AND SPECIAL PROVISIONS

7.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Deleted.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, Deleted.
- E. Exhibit E, Deleted.
- F. Exhibit F, Deleted.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

7.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

7.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

7.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

7.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 - 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 - 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is _____.

Owner:

Town of Newburgh

(name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Gilbert Piaquadio

(typed or printed)

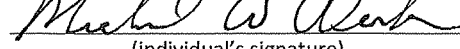
Title: Town Supervisor

(typed or printed)

Engineer:

MHE Engineering, D.P.C.

(name of organization)

By: 

(individual's signature)

Date: 1/17/2024

(date signed)

Name: Michael W. Weeks, P.E.

(typed or printed)

Title: Principal

(typed or printed)

Address for giving notices:

1496 Route 300

Newburgh, NY 12550

Address for giving notices:

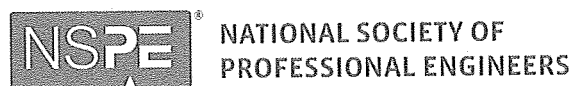
33 Airport Center Drive

Suite 202

New Windsor, NY 12553

**EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared By



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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

- A. All phases of Engineer's services will include management of Engineer's Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
 1. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
 2. Prepare for and participate in meetings with consultants and contractors working on other parts of the Project that may affect, or be affected by, Engineer's services.
 3. Conduct ongoing management tasks, including:
 - a. Maintaining communications records and files pertaining to or arising from Engineer's services;
 - b. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
- B. In all phases of Engineer's services, Engineer shall prepare draft and final Drawings using AutoCAD 2023 software.
- C. The source documents for the draft and final Specifications in all phases of Engineer's services will be MHE standard specifications, unless otherwise mutually agreed upon by the parties.

1.02 Study and Report Phase – **COMPLETE.**

1.03 Preliminary Design Phase

- A. Upon written authorization from Owner, Engineer shall:
 1. Review and assess all available Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.
 2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.
 3. The Preliminary Design Phase will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Project. The Preliminary Design Phase will consider the following matters to the extent applicable to the Project and as necessary to establish the basis of design for proceeding to final design and construction:
 - a. The Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements.

- b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Project Goals.
 - c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Project.
 - d. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.
 - e. Revised opinions of probable Construction Cost.
 - f. The impact of Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in the Project on the Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Project Goals necessitate and Owner authorizes;
 - g. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.
 - h. The effect of permits and authorizations by other entities and utility coordination needs on the Project.
 - i. Other matters and information pertinent to addressing the Project Goals.
4. In preparing the Preliminary Design Phase, use any specific applicable Project Strategies, Technologies, and Techniques, and include sustainable features and enhanced resiliency, as appropriate, pursuant to Owner's instructions.
 5. Visit the Site as needed to prepare the Preliminary Design Phase. Participate in one (1) presentation meeting. **Additional Meetings will be considered Additional Services.**
 6. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.
 7. Above-Ground Utilities
 - a. Review above-ground utilities information obtained from Owner and from observations at the Site.
 - b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.
 - c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.

Exhibit A—Engineer's Services.

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8. Underground Facilities
 - a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure (“Underground Facilities Procedure”) for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data,” as a basis for establishing such Underground Facilities Procedure.
 - b. Such Underground Facilities Procedure must take into account the Site and the nature of the Project.
 - c. Use the Underground Facilities Procedure to aid in the performance of design services:
 - 1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.
 - 2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.
 - 3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.
9. Mitigation of Utilities Conflicts
 - a. Identify potential conflicts between the Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.
 - b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.
 - c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner’s authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.
 - 1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts),

or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.

10. Surveys, Topographic Mapping, and Utility Documentation
 - a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.
 - b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.
11. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.
12. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.
13. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.
 - a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.
 - b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.
14. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and recommendations for advancing the Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.

- a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 - b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.
15. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
- a. None
16. Furnish the Preliminary Design Phase Report, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.
17. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

1.04 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.
1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.
 2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.
 3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design

professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

- B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:
 - 1. First Final Design Phase draft of all Drawings and Specifications.
 - 2. Second Final Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.
 - 3. Final Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.
- C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Project documents.
- D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:
 - 1. Such documents will be based on the Engineer provided Construction Documents (to be reviewed by Owner's Legal Counsel), and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.
 - 2. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.
- E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:
 - 1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.

2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.
- F. Engineer shall perform or furnish the following other Final Design Phase services:
1. Visit the Site a maximum of two (2) occasions to assist in preparing the final Drawings and Specifications. Participate in one (1) presentation meeting. **Additional Meetings shall be considered under Additional Services.**
 2. Assist with applications for permits and approvals, as follows:
 - a. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.
 - b. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.
 - c. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.
 - d. Engineer does not guarantee issuance of any required permit or approval.
 - e. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.
 3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.
 4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website.
 5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.
 7. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:

Exhibit A—Engineer's Services.

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- a. As required and scheduled by Owner and Engineer.
8. Perform or provide the following other Final Design Phase activities or deliverables:
 - a. None
- G. Engineer shall complete the Final Design Phase as follows:
 1. Furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.
 2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
 3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

1.05 Bidding/Proposal Phase

- A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:
 1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.
 2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.
 3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.
 4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.

Exhibit A—Engineer's Services.

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5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.
6. Consult with Owner as to the qualifications of prospective contractors.
7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:
 - a. None
10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

1.06 Construction Phase

- A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Project.
 1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified.
 2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.
- B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:
 1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in Standard General Conditions of the Construction Contract or other construction general conditions specified in this Agreement. Except as otherwise

provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.

- a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.
 - b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.
 - c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
2. Field Office: Deleted
 3. Resident Project Representative (RPR): Deleted
 4. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.
 5. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.
 6. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
 7. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
 8. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.

Exhibit A—Engineer's Services.

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- a. Schedules will be acceptable to Engineer as to form and substance:
 - 1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.
 - 3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
9. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
10. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.
11. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.
 - b. The purpose of Engineer's visits to the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer

Exhibit A—Engineer's Services.

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have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

12. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.
 - a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.
 - b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
13. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
14. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
15. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the

Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

16. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
17. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
18. Change Proposals and Claims
 - a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.
 - b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
19. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.
20. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.
21. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.
22. Inspections and Tests
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such

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- inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
- b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.
 - c. Issue written requests to Contractor that specific portions of the Work remain uncovered.
 - d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
23. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what

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purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

24. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.
25. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
26. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:
 - a. None
27. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:
 - a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;
 - b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;
 - c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and
 - d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

28. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

1.07 Post-Construction Phase

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
 - a. None.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.

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1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
 - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;
 - b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project;
 - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
 - d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Implement coordination of Engineer's services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.
6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

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9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
11. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.
13. Engineer shall assist Owner with Temporary Construction Easement.
14. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
 1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.
 2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
 3. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 4. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - d. preparation of appraisals;
 - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
9. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

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13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
16. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.
17. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.
18. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
19. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
20. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
21. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
22. Preparation of operation, maintenance, and staffing manuals.
23. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
24. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

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25. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
26. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).
27. Overtime work requiring higher than regular rates.
28. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
29. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
30. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
31. Geotechnical Engineering services and soil borings.
32. Environmental studies, reviews wetland delineation, archeological studies and other studies and / or requirements of agencies, funding sources, or other authorities.
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

Exhibit A—Engineer's Services.

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EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT - EXAMPLE

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **Town of Newburgh**
Engineer: **MHE Engineering, D.P.C.**
Project: **Meadow Hill I&I Mitigation**

Effective Date of Owner-Engineer Agreement:

Nature of Amendment: (Check those that apply)

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

Agreement Summary:

Original agreement amount: \$

Net change for prior amendments: \$

This amendment amount: \$

Adjusted Agreement amount: \$

Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner

Engineer

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

(Attach evidence of authority to sign.)

(Attach evidence of authority to sign.)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
	Statutory
Employer's Liability	
Each accident	\$1,000,000
Disease - Each employee	\$1,000,000
Disease - Policy limit	\$1,000,000
Commercial General Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Products – Comp/OP AGG	\$2,000,000
Damage to Rented Premises (Ea Occurrence)	\$1,000,000
Medical Expenses (Any one Person)	\$10,000
Automobile Liability	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$4,000,000
General Aggregate	\$4,000,000
Professional Liability	
Each Claim	\$5,000,000
General Aggregate	\$5,000,000

Exhibit G—Insurance.

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1.02 Additional Insureds

- A. Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Agreement) as additional insureds:
- B. During the term of this Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.
- C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

Exhibit G—Insurance.

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EXHIBIT H—DISPUTE RESOLUTION

ARTICLE 1—DISPUTE RESOLUTION METHOD

Paragraph 6.07 of the Agreement, Dispute Resolution, is supplemented to include the following Exhibit H Paragraph 1.01:

1.01 Arbitration

- A. Method for Resolution of Disputes: All Disputes between Owner and Engineer that have not been resolved by negotiations or mediation will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Exhibit H Paragraph 1.01). This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. Arbitration Provisions
 - 1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the selected arbitration administrator. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.
 - 2. The arbitrator(s) must be licensed engineers, architects, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Agreement. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
 - 3. If the applicable arbitration rules require a preliminary mediation, but the parties have already participated in mediation with respect to the Dispute, then the second mediation is not required.
 - 4. The rules of any arbitration must be supplemented to include the following: The award rendered by the arbitrators must be in writing, and include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.
 - 5. The award rendered by the arbitrators will be consistent with this Agreement and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.
 - 6. The arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Agreement expressly permits them to do so.
 - 7. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver

Exhibit H—Dispute Resolution.

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by that party of the right to present evidence or cross-examine witness. In such event, the other party will be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

8. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Agreement. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.
9. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner, Subconsultants to the Engineer, or Engineer's Subcontractors (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Exhibit H Paragraph 1.01 nor in the provision of such contract consenting to joinder will create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.

Exhibit H—Dispute Resolution.

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EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s) :

1.01 Limitation of Engineer's Liability

- A. Engineer's Liability Limited to Amount of Insurance Proceeds: Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors (hereafter "Owner's Claims"), will be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to the Engineer's insurers or in settlement or satisfaction, in whole or in part, of Owner's Claims, and (2) total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's applicable insurance policies up to the amount of insurance required under this Agreement.
 1. Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET BC-1: LUMP SUM

ARTICLE 1—COMPENSATION PACKET BC-1: LUMP SUM

1.01 Compensation for Services — Lump Sum Method of Payment

- A. Owner shall pay Engineer for Services set forth in Exhibit A (except for Permitting, Bidding Phase, Construction Phase, Grant Administration, and Additional Services, if any) as follows:
1. **Lump Sum in accordance with Agreement Article 1 Section 1.06 Payment.**
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but compensation will not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).
 4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges).
 5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- B. Period of Service: The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding **12** months. If such period of service is extended, the compensation amount for Engineer's services will be appropriately adjusted.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES
COMPENSATION PACKET BC-6: SALARY COSTS TIMES A FACTOR

ARTICLE 2—COMPENSATION PACKET BC-6: BASIC SERVICES—SALARY COSTS TIMES A FACTOR

- A. Owner shall pay Engineer for Hourly Services set forth in Exhibit A (other than Preliminary Design Phase, and Final Design Phase Services) as follows:
1. An amount equal to Engineer's Salary Costs times a factor of **2.7** for all Hourly Services by principals and employees engaged directly on the Project, plus Reimbursable Expenses.
 2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit J as Appendix 1.
 3. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but compensation will not exceed the total estimated compensation amount unless approved in writing by Owner. See also Exhibit J Paragraph 3.03.C.2 below.
 4. The total compensation for Engineer's services, included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Subcontractors' and Subconsultants' charges.
 5. The portion of the amounts billed for Engineer's services will be based on the applicable Salary Costs for the cumulative hours charged to the Project incurred during the billing period by Engineer's principals and employees multiplied by the above designated factor, plus Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' charges.
 6. Salary Costs means salaries and wages paid to Engineer's employees plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto their customary and statutory benefits are equal to a factor of **1.2**.

2.02 Compensation for Reimbursable Expenses

- A. Owner shall reimburse Engineer for all Reimbursable Expenses directly related to Basic Services, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of **1.2**.

2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, those charges will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of **1.2**.
- B. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts
 - 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. Salary Costs, the factor applied to Salary Costs, and the Reimbursable Expenses Schedule will be adjusted annually (as of **May 1**) to reflect equitable changes in the compensation payable to Engineer.
- E. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

#12F

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: J. Osborne, Town Engineer *JO*
DATE: 8 February 2024
RE: **Levinson Heights (and Old Marlborough Turnpike)
Water Main Extension**

To address potential loss of water service in the areas adjacent to the Delaware Aqueduct Tunnel (DAT), New York City Department of Environmental Protection (NYCDEP) is proposing to fund the construction of a water main extension to provide municipal water service to residents in the affected area. Currently, there is a draft Agreement in Principle (AIP) that would fund the Town's engineering, legal, financial, administrative and construction costs for this work.

To meet the expedited timeline for this project, certain tasks need to begin as soon as possible while the AIP is being finalized. Therefore, I am asking for Town Board approval to authorize the following tasks:

- Preparation of a map, plan and report for the project and extension of the water district. This is Task 1 of the MHE proposal that was emailed to you by Patrick Hines. The cost for this task is \$15,000.
- Preparation of the necessary ground survey to be used for the water main design. A proposal for this work from Control Point Associates, Inc, PC dated 5 Feb 2024 is attached. The cost of this work is \$66,500.

A budget transfer from the Interfund Transfer line will be necessary to fund initial Tasks. The water district money will be refunded upon authorization of the necessary financing resolution.

As the above requires Town Board action, I request that it be placed on the next available agenda.

Cc: M. Taylor, Town Attorney
R. Clum, Town Accountant
P. Hines, MHE



CONTRACT

February 05, 2024

VIA ELECTRONIC MAIL
PHines@mhepc.com

MHE Engineering, D.P.C.
 33 Airport Center Drive, Suite 202
 New Windsor, New York 12553

ATTENTION: Patrick Hines

RE: Old Post Road, River Road
Multiple Parcels
Town of Newburgh
Orange County & State of New York
CPA Project #12-240047-00

Dear Pat:

It is a pleasure to present our Contract for Professional Land Surveying Services to be rendered in connection with the above referenced project.

More specifically identified within the work scope is the following:

PHASE TS-0920: Topographic & Utility Survey of 7,120+- Linear Feet of Roadways for Water Main Design

Topographic information will be obtained within a forty-foot-wide corridor centered on those portions of Old Post Road, Levinson Heights Road, Cedar Court, Christopher way, McDonald Drive and River Road as shown on the attached Exhibit. The location of substantial site features such as hydrants, water valves, hedge rows, mailboxes, walls, fencing, lighting and signage will be located and identified. Storm drainage grate and invert elevations will be provided including pipe size and flow direction. Additionally, the front of fifty six (56) residences will be located on the lots designated in yellow and red as depicted on said Exhibit, with spot elevations out to the abutting street. Topography for the corridor survey will be obtained to generate contours at every one (1) foot, with the datum for the topography being based upon approximate NAVD 1988 derived from GPS observations at the time of the survey. A separate layer containing open source available two-foot contour interval topography will be provided for the entire site limits. Utility information will be shown based upon utility mark outs performed by UFPO mark out to be requested by our office as well as any additional information that may be supplied by the client. Deeds and filed maps will be obtained for each individual lot involved in this project scope, and approximate boundary lines will be determined in accordance with the deeds and physical evidence recovered in the field. This information will be collectively compiled into an appropriately scaled AutoCAD drawing document.

Fee for Phase TS-0920: \$66,500.00

Approved ()

~~**Required Retainer: \$33,250.00**~~

*Above fee includes adjustments for New York State Department of Labor prevailing wage and supplemental benefits between 01/01/2024 and 06/30/2024.

Control Point Associates, Inc. P.C. is pleased to announce the acquisition of Brooks & Brooks Land Surveyors, P.C.



If during the course of field survey, an issue arises concerning the scope of services, your office will be notified immediately to discuss resolution. If this issue requires additional field work or research time to clarify, an estimate to identify same will be provided to you at that time. Furthermore, it is assumed that access to the site in question will be coordinated directly by your office. This will be required to fulfill our surveying requirements and must be established 48 hours prior to scheduling of field crews.

At this time, it is our firm's policy to request retainer in an amount equal to 50% of the approved Phase, which will be credited to the final invoice. To help expedite your project, please include our project number, 12-240047-00 on your payment. If you would like to proceed, please initial your approval where indicated above and return with the requested retainer.

Professional Land Surveying Services can be initiated within one (1) week upon acceptance of this Contract and receipt of retainer, with our office anticipating completion within four (4) weeks thereafter. If adverse weather conditions encumber the performance of field activities, the time frame will be adjusted accordingly.

Please note the accessibility of site features may be impacted by the presence of snow. If the survey is performed during a period when the ground is snow covered, only site features and utility structures visible on the date of field survey will be located. The survey plan will include a note that snow was present and a statement describing this limitation. Removing this note from the survey will require a later site visit after the snow has melted which will be subject to a separate Contract.

Please note that due to freedom of information and manpower restrictions, mapping information, when available, from the required agencies may not be received for up to eight (8) weeks from the date of request. We will revise the survey, if necessary, if said information is received after the survey has been provided.

Depending on the release of this contract, the survey may be produced during a time of emergency. Research sources may be closed or unavailable due to safety concerns. Online resources will be accessed to the extent possible, but some documents may be unavailable. When previously unavailable research is received, it might uncover additional information needing to be located at the site, and therefore may require additional research and field survey.

Invoices will be submitted as specific portions of the work scope identified have been completed or progress, with payment due and payable within thirty (30) days of receipt of invoice.

Additionally, attached to this Contract are the standard "Terms and Conditions" of all agreements between our firm and its clients. The attached standard "Terms and Conditions" shall form a part of this Contract and are incorporated herein by reference.

Items **NOT** included in this Contract are: vacuum excavation (QLA), confined space entry, securing any road opening permits/bonds, private underground utility markout, individual tree locations and identifications, wetland locations, detail stream/ditch/road cross sections, lot consolidation/subdivision plans, certified property owners list, revisions as requested by reviewing agencies, filing fees, meeting attendance, title review, metes and bounds descriptions, flood elevation certificates, surveyor's reports and certificates, return trips to the site to areas where access was previously denied, procuring police details and traffic safety equipment and/or personnel, snow removal, reimbursable expenses or any other items not specifically outlined above.

This document will be valid for forty-five (45) days from the date of execution by Control Point Associates Inc PC. If not accepted by the Client within this time period, this document shall become null and void. Additionally, the Contract aspect will expire twelve (12) months from the date of Acceptance by the Client. Any work not completed within this time period will be the subject of a new Contract.

This Contract contains proprietary and confidential bid information of Control Point Associates Inc PC and shall not be used, disclosed or reproduced, in whole or in part, for any purpose other than to evaluate this Contract, without the prior written consent of Control Point Associates Inc PC.

If the terms and conditions of this Contract are acceptable to you, kindly indicate your acceptance by signing below and returning this document as soon as possible.

Should you have any questions pertaining to this matter or if I can provide any further assistance, please do not hesitate to contact me at your earliest convenience.

**Control Point Associates, Inc. P.C. is pleased to announce the acquisition
of Brooks & Brooks Land Surveyors, P.C.**

We at Control Point Associates Inc PC would like to thank you for this opportunity to present our Contract for Professional Land Surveying Services and look forward to continuing our relationship with you.

Very truly yours,

CONTROL POINT ASSOCIATES INC PC

Patricia P. Brooks

Patricia Pauli Brooks, L.S.
Branch Manager

Christopher Grey

Christopher Grey, L.S.
Project Manager

**TERMS & CONDITIONS
ACCEPTED BY:
MHE ENGINEERING, D.P.C.**

By: _____
Patrick Hines, Principal

Date: _____

PPB/sd O:\Surveys\2024\12-240047-00-MHEEngineeringDPC-OldPostRd-Newburgh-NY-PPB\CONTRACTS\ORIG\2024-02-02-CONT-MHE-12-240047-00.docx

Reviewed By: _____
Approved By: _____

**Control Point Associates, Inc. P.C. is pleased to announce the acquisition
of Brooks & Brooks Land Surveyors, P.C.**

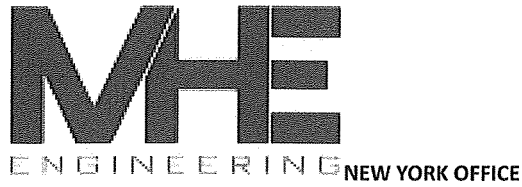
TERMS AND CONDITIONS

This document is incorporated in and forms a part of the Contract between Control Point Associates Inc PC (the "Firm"), and MHE Engineering, D.P.C. (the "Client"), to which these Terms and Conditions are attached:

- I. **PROFESSIONAL RESPONSIBILITY** – The Firm represents that it will perform the services described in the "Contract" attached hereto (the "Professional Services"), and in a manner consistent with that level of care and skill ordinarily exercised by comparable professional firms, under similar circumstances, at or near the same location, at the time the Firm performs the Professional Services. There are no other representations to the Client, either expressed or implied. The Firm does not guarantee approval of or a specific result from the preparation of any plans and/or documents submitted for review. The Firm will complete the Professional Services within a reasonable period of time consistent with applicable professional standards, subject to external parameters and delays and elements within the Firm's control, however, the Firm is not responsible for the timeliness of the Client obtaining applicable approvals, permits, or the like. The Firm has no duty, obligation or responsibility to inspect, observe, comment, or report on the work of other contractors, vendors or material suppliers, or on conditions, of any nature whatsoever, which exist at, in, on, about, or near the project or property which is the subject of these Terms and Conditions and the Contract.
- II. **CLIENT RESPONSIBILITY** – Client agrees to provide access and right of entry to the subject property for Firm's personnel and any equipment or materials necessary for the Firm to complete the Professional Services. Client further agrees to assist the Firm by providing to the Firm, promptly after the Firm's request, with all information pertaining to the Project which is the subject of the Contract, any Agreement regarding the Project, if one exists and is applicable, and any other documents or materials related to an Agreement or the Project or referenced therein (collectively the "Contract Documents"), and/or these Terms and Conditions, including, but not limited to, existing plans, surveys, recorded deeds, correspondence, reports, specifications, subsurface reports, easement information, and any other related items or information, such that the Firm may perform and complete Professional Services in the most efficient fashion.
- III. **PAYMENT TERMS** – The Firm agrees to perform the Professional Services and the Client agrees to pay the Firm for the Professional Services described in the Contract, without regard to the success or time of completion of the Project, but upon the Firm's completion of the Professional Services and invoicing Client for same. The Firm shall generate Invoices for Professional Services and expenses, monthly. Payment for Invoices is due immediately upon Client's receipt of an Invoice and, in no event, later than thirty (30) day of mailing of an Invoice (the "Due Date"). If Client fails to pay an Invoice on or before the Due Date, the Firm reserves the right, three (3) days after the Firm delivers written notice to Client of said delinquency, to: 1) immediately cease all Professional Services; and 2) to pursue any and all remedies against Client. Client shall fully indemnify and hold the Firm harmless from and against any and all damages of any nature and kind whatsoever, without limitation, that result in whole or in part, from Firm's cessation of its Professional Services as described herein. There may be a handling fee (up to the amount charged by a third party) for any credit card transactions. In the event the Firm commences a legal action or pursues a claim of any kind or any collection effort against Client for an unpaid Invoice(s) or portion of same (collectively "Claim"), the Client agrees that it shall, in addition to owing the Firm for principal and interest in the amount of one percent (1%) per month commencing on the Due Date, also reimburse and be liable to the Firm for all collection costs, including but not limited to, court costs, reasonable attorneys' fees, staff time, administrative time, in-house Counsel time, and any other related expenses in connection with the Firm's pursuit of a Claim (collectively "Collection Fees"). In the event the Firm possesses a Claim retainer, the Firm may, at its option, apply monies paid as a retainer to the Firm's Final Invoice or to any Invoice or delinquent Invoice(s), at any time, and Client specifically acknowledges and agrees to the Firm's right to do so. Once the Firm has been paid for all Professional Services and expenses, the Firm shall refund any remaining retainer to the Client, after Client's request. The Firm reserves the right to modify or increase its billing rates on or after the year anniversary date of the Contract. Client shall provide the Firm with written notice of any disputed charge(s) on or before the Due Date for an Invoice (the "Dispute Notice"). If Client fails to provide the Dispute Notice, Client agrees that it is specifically waiving all rights to dispute said Invoice and any charges contained therein. If Client delivers the Dispute Notice to the Firm on or before the Invoice's Due Date, Client must pay the invoiced amount to Firm, minus the disputed amount, by the Invoice Due Date. Client shall not withhold amounts not disputed. The Dispute Notice must set forth, in specific detail, all bases and reasons for Client disputing said Invoice. Any bases and reasons that Client fails to include in the Dispute Notice are automatically and permanently waived. The Firm and Client shall attempt, in good faith, to promptly resolve disputed Invoices. If any dispute is subsequently resolved or settled in the Firm's favor, then the Client shall pay the disputed amount previously withheld within ten (10) days of such resolution (or settlement) in the Firm's favor, including interest at the rate of one percent (1%) per month commencing on the Due Date for said Invoice through the date the Client pays said Invoice and all Collection Fees. If the dispute is subsequently resolved or settled in Client's favor, the Firm shall issue a credit on Client's subsequent Invoice for the disputed amount resolved or settled in Client's favor.
- IV. **INDEMNIFICATION** – Client and the Firm
 - A) **THE FIRM TO CLIENT:** The Firm hereby agrees to indemnify and hold the Client and its current and future owners, officers, directors, members, shareholders, parent corporations, subsidiaries, related entities, affiliates, and employees harmless from, against and for any losses, injuries, damages, claims, penalties, actions, causes of action, demands, liabilities, judgment, expenses, or the like, including reasonable attorney's fees and reasonable litigation costs (collectively "Damages"), which are directly and proximately caused by the Firm's or the Firm's employees, agents or subcontractors' negligence, gross negligence, action(s) and/or omission(s); provided, however, that the Firm's obligation hereunder shall not exceed the percentage which the Firm is found liable and responsible for said Damages. After Client's request, the Firm will provide confirmation to the Client of the Firm's insurance coverage regarding professional liability and commercial liability coverage.
 - B) **CLIENT TO THE FIRM:** Client hereby agrees to indemnify and hold the Firm, and its current and future owners, officers, directors, members, shareholders, parent corporations, subsidiaries, related entities, affiliates, agents, servants, employees, consultants, and subcontractors (collectively "The Firm Parties") harmless from, against and for all Damages, deriving out of, for or in any way related to any claim or loss of and/or damage to person(s) (injury or death), and/or to property including, but not limited to, the Project, and/or injuries to or death of or to any and all persons, including injury or death to The Firm Parties or Third Parties, or damage to the Firm's property (the foregoing indemnification language shall collectively be referred to herein as "Indemnification Protection"). The Indemnification Protection includes any injury, death or damage, as more fully described above, which is caused by or results from Client's breach and/or violation of either these Terms and Conditions, the underlying Contract, and/or the Contract Documents, and/or the Client's negligence, gross negligence, action(s) and/or omission(s). Client, as used in this Article IV B, includes the Client's agents, servants, employees, subcontractors, anyone or entity for whom Client is responsible and/or anyone acting by, through, on behalf of, or under the Client.
 - C) It is agreed that any claim for damages, cost of defense, or expenses which the Client or any third party asserts or may assert against the Firm on account of any and all design defects, errors, omissions, and professional negligence shall be limited to the amount of the Firm's fee for the specific Proposal or Work Authorization in question. Under no circumstances shall the Firm be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor or material men to install work in accordance with the plans and specifications. The limitation of liability to the amount of the Firm's fee for a Proposal or Work Authorization is a specifically bargained-for provision of this agreement, reflected in Consultant's fees. The Consultant shall not be liable for errors in judgment or for any loss or damage, which occurs for any reason beyond the control of the Consultant.
- V. **OWNERSHIP OF DOCUMENTS** – All reports, field data, data, notes, plans, calculations, estimates, drawing documents and other work and items which Firm creates or prepares, either in electronic format or otherwise (collectively "Firm Materials"), are instruments of service and shall remain the Firm's property, until Client fully pays the Firm for all Professional Services and expenses related to the Firm's creation of the Firm Materials. Client agrees that it shall immediately return to the Firm, upon Firm's demand, all Firm Materials which the Firm furnishes to the Client or Client's agents, servants, employees, subcontractors, any person or entity for whom Client is responsible and/or anyone acting by, through or under Client (collectively "The Client Parties") which are not fully paid for, and that same will not be used for any purpose other than to complete the Project, other phases of the Project for which Firm prepared the Firm Materials, or any other project, whatsoever. During the time period when Firm is performing the Professional Services, the Firm will retain all pertinent records related to the Professional Services and the Firm Materials. Proprietary information and the Firm's intellectual property including, but not limited to, the Firm's layering process for Plans (collectively "Proprietary Information"), are not included within the phrase Firm Materials and shall, without exception, remain the Firm's property and the Firm shall retain all ownership rights and interests to the Proprietary Information under all circumstances, and without limitation. The Client agrees not to use or re-use the Firm Materials, either in whole or in part, for any purpose other than for the Project and not to alter same. The Client agrees not to transfer, send, share, convey or provide the Firm Materials to any individual or entity without the Firm's prior written consent and at the Firm's election without executing the Firm's Standard Indemnification and Hold Harmless Agreement in the Firm's favor. The Client further agrees to waive any and all claims, actions, demands and causes of action, whether legal, equitable or otherwise, of every nature and description, that the Client has, had or may have against the Firm related to or resulting in any way either from the Client's unauthorized changes to (however small) or reuse of the Firm Materials for any other project, any other phase of the current Project, or any purpose by anyone other than the Firm (collectively "Misuse"). The Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the Firm and the Firm Parties harmless from and for all claims, damages, losses, injuries, injury to property, injury to person, lawsuits, actions, causes of action, third party action(s), and the like and for all costs and expenses, including but not limited to, court costs, reasonable attorneys' fees, collection fees, staff time, administrative time, in-house Counsel time, and any other related expenses (collectively "Claims, Damages and Costs") arising from or in any way related to Client's Misuse of the Firm Materials, changes made by anyone other than the Firm to the Firm Materials, or from any reuse of the Firm Materials without the Firm's prior written consent. Client agrees made by anyone other than the Firm to the Firm Materials, or from any reuse of the Firm Materials without the Firm's prior written consent, which requirement of a writing cannot be waived.
- VI. **REVOCACTION OF CERTIFICATION OR STATEMENTS** – The Firm shall have the right to revoke any certification, statements, professionally sealed documents or plans (the "Firm's Documents") either if the Firm is made aware of the unauthorized or prohibited use of same by the Client, the Client Parties or any others, or based upon Client's failure to pay Invoices by the Due Date. The Client assumes the risk of any and all damages, injuries, claims and/or actions that result from the unauthorized use of the Firm's Documents as described in this Article VI.
- VII. **TERMINATION** – Client may terminate the Contract if the Firm fails to substantially perform under the Contract, after five (5) business days' written notice to the Firm and an opportunity for the Firm to cure during that time period. The Client may terminate this Contract for convenience after three (3) business days' written notice to the Firm of said intention. The Firm may terminate the Contract if Client breaches the Contract or these Terms and Conditions. The terminating party must provide the other party with three (3) business days' written notice, which Notice describes, in detail, the reasons, to the extent they exist, for the termination. In the event either party terminates the Contract for any reason, Client shall pay the Firm for all Professional Services the Firm has performed and all expenses the Firm has incurred up through and including the termination date. The effective termination date is the third business day after the date the notice of termination is delivered, as described below in Article XIV.
- VIII. **ASSIGNMENT** – This document is binding upon the parties, their successors, representatives, employees, agents, servants and assigns. Neither the Firm nor the Client shall assign or transfer this document or any interest herein without the other party's prior written consent and only after thirty (30) days' advance notice of intent to assign. The Firm may, without the Client's consent, subcontract any portion of the Professional Services hereunder or under the Contract.
- IX. **NO WAIVER** – The failure of either party to insist, in any one or more instances, on the strict performance of any provisions of the Contract or these Terms and Conditions, or the failure of either party to exercise any right, option or remedy hereby reserved and/or provided under the applicable law, shall not be construed as a waiver of any such provision, right, option or remedy, or as a waiver of a subsequent breach. The Firm's consent or approval of any act by the Client requiring the Firm's consent or approval shall not be construed to waive or render unnecessary the requirement for the Firm to consent or approve any subsequent, similar act by Client. No provision of this document shall be deemed to have been waived unless such waiver shall be in writing and signed by the party to be charged with waiver.
- X. **EXERCISE OF REMEDIES** – The parties to this document agree that the Firm's exercise of any one or more of the remedies set forth in these Terms and Conditions shall, at the Firm's option, constitute an exercise of the same remedy or remedies under any contract with Client. The parties agree that the Firm can terminate or suspend work under any contract with Client or enter into a joint venture with Client, if Client violates this Contract and/or these Terms and Conditions. Further, either party's exercise of any remedy hereunder or otherwise, shall not preclude that party from exercising other remedies which it is permitted to exercise under the law. The remedial right available to either party regarding the Contract or these Terms and Conditions may be exercised simultaneously, cumulatively, or alternatively as may be necessary or appropriate to enforce such party's rights.
- XI. **CONSEQUENTIAL DAMAGES** – The Firm shall not be liable to the Client for consequential damages under any circumstances including, but not limited to, as a result of the Firm's Termination of the Contract pursuant to Articles VII and/or X, hereunder.
- XII. **SEVERABILITY AND TITLES** – The provisions of the Contract and these Terms and Conditions shall be severable, and if any provision of either shall be determined by any court of competent jurisdiction to be invalid, such determination shall not affect or invalidate the remainder of these Terms and Conditions of the Contract. The titles given to the Articles in this document are for ease of reference, only, and shall not be relied upon or utilized for any other purpose.
- XIII. **THIRD PARTIES** – Nothing contained in this document and/or the Contract shall create a contractual relationship with or cause of action in favor of any third party against the Firm, The Firm Parties, or the Client.
- XIV. **NOTICES** – Wherever in this document, or the Contract, written notice or demand is required or permitted, such notice or demand shall be deemed to have been given to, delivered or served upon the party intended to receive the same if such notice is in writing addressed to that party at the address identified in the Contract, and sent or delivered either by (i) Registered or Certified Mail, return receipt requested, postage prepaid; (ii) Federal Express or such other nationally recognized commercial, overnight, receipted delivery service; or (iii) hand delivery, requested, or the date of actual delivery if hand-delivered, unless said date falls on a weekend or legal holiday and then the date of delivery shall be the first non-holiday and non-weekend as outlined above. The person and place to which notice may be given may be changed from time to time by the Client or the Firm, upon written notice to the other, effective five (5) business days after delivery of such notice.
- XV. **ENTIRE AGREEMENT** – This is a complete agreement. Each party hereto acknowledges its full understanding of, and agreement with this document and, further, the parties agree and acknowledge that there are no verbal representations, promises, understandings or agreements in connection herewith, other than as contained in the Contract, that are not incorporated herein. All previous negotiations and agreements between the parties are merged into this document which, along with the Contract, fully and completely expresses the entire agreement between the parties hereto. The terms of this document may only be modified by writing, signed by the parties hereto. This document is to be interpreted without regard to any rule of construction as to which party drafted this document.
- XVI. **VENUE and GOVERNING LAW** – Any claims, actions, controversies, disputes, or the like, must be brought in the Federal or State County Court where the Firm is located, as indicated in the Contract. The parties hereto understand, agree and conformed in accordance with the laws of the State where the Firm's principal place of business is located, as indicated in the Contract.

Control Point Associates, Inc. P.C. is pleased to announce the acquisition of Brooks & Brooks Land Surveyors, P.C.





AGREEMENT FOR ENGINEERING SERVICES Between

Town of Newburgh

and

MHE Engineering, D.P.C.

For Professional Services

Related to

Levinson Heights Water Main ExtensionPENNSYLVANIA OFFICE

33 Airport Center Drive, Suite 202, New Windsor, NY 12553

845-567-3100 | F: 845-567-3232 | mheny@mhepc.com

111 Wheatfield Drive, Suite 1, Milford, PA 18337

570-296-2765 | F: 570-296-2767 | mhepa@mhepc.com

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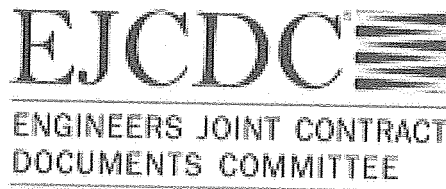
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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **Town of Newburgh** (Owner) and **MHE Engineering, D.P.C.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Levinson Heights Water Main Extension** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **Preparation of Design Plans and Specifications, Permitting, Bidding Phase and Construction Phase Services for the Levinson Heights Water Main Extension**.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Based on the attached Memo dated 1-29-2024 (Exhibit K), the Town will receive funding from NYCDEP for the extension of the Town's watermain to serve the parcels identified in the

attached map entitled (Water Main Extension Plan) that will be affected by the NYCDEP's shutdown of the Delaware Aqueduct in the Fall of 2024. The extension will consist of 1,250 linear feet of water main extension within Levinson Heights Road and Cedar Court, 3050 linear feet of water main extension within Old Post Road, 350 linear feet within Christopher Way, 650 linear feet of water main extension within McDonald Drive, 900 Linear Feet of water main extension within Curtin Lane and 1,050 linear feet within River Road. Thirty-Two (32) parcels will need to be added to the district.

MHE understands the existing watermain within Old Post Road and River Road to be 12-inch ductile iron pipe or cast iron based on available mapping.

- B. MHE shall prepare a Map Plan and Report for the Town's use in extending the Town's consolidated water district.
- C. Engineer shall perform engineering services necessary for the development of plans and specifications suitable for submission to Orange County Health Department for permitting; and for public bid for the proposed water main extension, service laterals to the homes, and specify a typical detail for the installation of the Town's meters within each home per scope described in 1.01A above and in accordance with Exhibit A – Article 1 Section 1.04.
- D. Engineer shall provide Bidding Phase Services in Accordance with Exhibit A – Article 1 Section 1.05.
- E. Engineer shall retain the services of a geotechnical boring consultant for characterization of subsurface conditions.
- F. Engineer shall provide Construction Phase Services in accordance with Exhibit A – Article 1 Section 1.06.
- G. Additional services expected include: Temporary Construction Easements, Survey (to be retained by the Town), wetland delineation and permitting, utility coordination, or any other service not specifically described herein. Engineer can assist the Town in obtaining these as an additional service.
- H. The services provided by MHE do not include services related to the controls or handling of hazardous materials, including such materials as asbestos and lead paint. In the event the

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presence of hazardous materials is highly suspect, Owner should engage the services of a hazardous materials consultant to provide testing, specifications, and monitoring, and any other service related to proper handling and control of said material. In the event that hazardous material is unlikely, Owner shall be aware that in the event such hazardous materials are encountered, Owner should engage the services of a hazardous materials consultant to advise and direct the Owner regarding the handling and controls of said materials. Owner's Responsibilities.

1.02 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. any other available information pertinent to the Project including reports and data

relative to previous designs, construction, or investigation at or adjacent to the Site.

- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Surveys, topographic mapping, and utility documentation.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

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7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
- E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
- F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 1.03 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use

copies already in Engineer's possession) the following:

1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
2. insurance and bonding requirements;
3. protocols for electronic transmittals during bidding and construction;
4. Owner's safety and security programs applicable to Contractor and other Constructors;
5. diversity and other social responsibility requirements;
6. bidding and contract requirements of funding, financing, or regulatory entities;
7. other specific conditions applicable to the procurement of construction or contract documents;
8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.

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- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
 1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

1.04 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
 1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.

- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

1.05 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
1. any development that affects the scope or time of performance of Engineer's services;
 2. the presence at the Site of any Constituent of Concern; or
 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and

authority of Engineer.

J. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to

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determine Substantial Completion and readiness of the completed Work for final payment.

2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
4. Perform or provide the following: **None**.

1.06 Payment

A. Owner shall pay Engineer as set forth in Article 3 and Exhibit J.

B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service		Amount	Basis of Compensation (EXHIBIT J)
1.	Map Plan and Report (Section 1.01B)	\$15,000	Lump Sum in Accordance with Packet BC-1
2.	Design Phase Services, Bidding Phase Services and Permitting/Regulatory/Outside Agency Coordination/Administrative Services (Section 1.01C, 1.01D)	\$693,300	Lump Sum in Accordance with Packet BC-1
3.	Geotechnical Boring Consultant (Section 1.01E)	Reimbursable Expense (1.2)	
4.	Construction Phase Services (Section 1.01F)	\$554,600 Estimated	Salary Cost Times a Factor in accordance with Packet BC-6
5.	Additional Services (Section 1.01 H or Article 2 of Exhibit A)	Hourly	Salary Cost Times a Factor in accordance with Packet BC-6

Based on a 12-month continuous construction period.

ARTICLE 2—SCHEDULE FOR RENDERING SERVICES

2.01 Commencement

A. Engineer is authorized to begin rendering services as of the Effective Date.

2.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 3—INVOICES AND PAYMENTS

3.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

3.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or

use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 4—OPINIONS OF COST

4.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

4.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 5—GENERAL CONSIDERATIONS

5.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer 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. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
 1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner

provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

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- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

P. Non-Direction of Asbestos Consultant

1. Should it become necessary for Owner to retain the services of an asbestos consulting firm (the "Asbestos Consultant"), and notwithstanding any assistance that MHE provides to Owner in identifying the Asbestos Consultant, it is the Owner and not MHE who shall contract directly with Asbestos Consultant. The Asbestos Consultant shall not be a subconsultant or subcontractor of MHE.
2. As requested by Owner, MHE may monitor the activities of, and liaise collaboratively with, the Asbestos Consultant, and report to Owner regarding the same. However, MHE shall not supervise, control, or direct the manner of work by the Asbestos Consultant, except to direct the Asbestos Consultant generally to perform its duties in accordance with applicable laws and regulations.

5.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.
1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
 2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
 - a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
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- c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
 - d. such limited license to Owner shall not create any rights in third parties.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings,

Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.

- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

5.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
 - 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
 - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer

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hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.

- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

5.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and

4. not seek contribution from insurance maintained by the additional insured.
 - C. Owner shall procure and maintain insurance as set forth in Exhibit G.
 - D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
 - E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
 - F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
 - G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will
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- have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
 - I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

5.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof;

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provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete 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. Engineer shall be entitled to compensation for such tasks.

E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred

through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

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5.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated 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.
- C. Unless expressly provided otherwise in this Agreement:
 1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

5.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
 2. Owner and Engineer agree that they shall first submit any and all 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. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.

3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:

- a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.
- b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

5.08 Controlling Law; Venue

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

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B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

5.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary

corrective action.

- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:

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1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

5.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

- D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, 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 this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

5.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

5.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

6.01 Defined Terms

A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

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10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.

12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. Engineer—The individual or entity named as such in this Agreement.
23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.

24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. Resident Project Representative— Deleted.
31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings,
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whether approved or not, are not Drawings and are not Construction Contract Documents.
33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
37. Submittal—A written or graphic document, prepared by or for Contractor, which the

Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
39. **Supplier**—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. **Total Project Costs**—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way,

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compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

41. **Underground Facilities**—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
42. **Work**—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
43. **Work Change Directive**—A written directive to Contractor issued on or after the

effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 7—EXHIBITS AND SPECIAL PROVISIONS

7.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this

Agreement: A. Exhibit A, Engineer's Services.

B. Exhibit B, Deleted.

C. Exhibit C, Amendment to Owner-Engineer Agreement (form).

D. Exhibit D, Deleted.

E. Exhibit E, Deleted.

F. Exhibit F, Deleted.

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

I. Exhibit I, Limitations of Liability.

J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

K. Exhibit K, Eiscom | Class 5 Roseton Proposed Water District Analysis Memo 1-29-2024

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L. Exhibit L, Levinson Heights Road Map 2-2-2024

7.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

7.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

7.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the

execution of the Agreement.

7.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer’s paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 - 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 - 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner’s policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

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This Agreement’s Effective Date is _____.

Owner: Engineer:

Town of Newburgh MHE Engineering, D.P.C. (name of organization) (name of organization) By:

By:

(individual’s signature) (individual’s signature)

Date: Date:

2/6/2024

(date signed) (date signed)

Name: Gilbert Piaquadio Name: Michael W. Weeks, P.E. (typed or printed) (typed or printed)

Title: Town Supervisor Title: Principal (typed or printed) (typed or printed)

Address for giving notices: Address for giving notices: 1496 Route 300 33 Airport

Center Drive Newburgh, NY 12550 Suite 202

New Windsor, NY 12553

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EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared By

EJCDC 

ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

ACEC

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE

AMERICAN SOCIETY OF CIVIL ENGINEERS



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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
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EXHIBIT A—ENGINEER’S SERVICES

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ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

- A. All phases of Engineer’s services will include management of Engineer’s Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
 - 1. Coordinate services within Engineer’s internal team, and with Subconsultants and Engineer’s Subcontractors.
 - 2. Prepare for and participate in meetings with consultants and contractors working on other parts of the Project that may affect, or be affected by, Engineer’s services.
 - 3. Conduct ongoing management tasks, including:
 - a. Maintaining communications records and files pertaining to or arising from Engineer’s services;
 - b. With respect to Engineer’s services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
- B. In all phases of Engineer’s services, Engineer shall prepare draft and final Drawings using AutoCAD 2023 software.
- C. The source documents for the draft and final Specifications in all phases of Engineer’s services will be MHE standard specifications, unless otherwise mutually agreed upon by the parties.

1.02 Study and Report Phase – DELETED.

1.03 Preliminary Design Phase

A. Upon written authorization from Owner, Engineer shall:

1. Review and assess all available Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.
2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.
3. The Preliminary Design Phase will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Project. The Preliminary Design Phase will consider the following matters to the extent applicable to the Project and as necessary to establish the basis of design for proceeding to final design and construction:
 - a. The Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements.

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- b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Project Goals.
 - c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Project.
 - d. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.
 - e. Revised opinions of probable Construction Cost.
 - f. The impact of Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in the Project on the Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Project Goals necessitate and Owner authorizes;
 - g. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.
 - h. The effect of permits and authorizations by other entities and utility coordination needs on the Project.
 - i. Other matters and information pertinent to addressing the Project Goals.
 4. In preparing the Preliminary Design Phase, use any specific applicable Project Strategies, Technologies, and Techniques, and include sustainable features and enhanced resiliency, as appropriate, pursuant to Owner's instructions.
 5. Visit the Site as needed to prepare the Preliminary Design Phase. Participate in one (1) presentation meeting. **Additional Meetings will be considered Additional Services.**
 6. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that

additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.

7. Above-Ground Utilities

- a. Review above-ground utilities information obtained from Owner and from observations at the Site.
- b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.
- c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.

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8. Underground Facilities

- a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing such Underground Facilities Procedure.
- b. Such Underground Facilities Procedure must take into account the Site and the nature of the Project.
- c. Use the Underground Facilities Procedure to aid in the performance of design services:
 - 1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.
 - 2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.
 - 3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.

9. Mitigation of Utilities Conflicts

- a. Identify potential conflicts between the Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.
- b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.
- c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner's authority and

standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.

- 1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts),

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or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.

10. Surveys, Topographic Mapping, and Utility Documentation

- a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.
- b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.

11. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.
12. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.
13. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.
 - a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.
 - b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.
14. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and recommendations for advancing the Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.

- a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 - b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner’s comments.
15. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
- a. None
16. Furnish the Preliminary Design Phase Report, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.
17. Revise the Report and any other deliverables in response to Owner’s comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
- B. Engineer’s services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

1.04 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer’s scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer’s services, resulting from specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.
1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer’s compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.
 2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.
 3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer’s services are to be separately sequenced with the work of one or more separate design

professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

- B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:
1. First Final Design Phase draft of all Drawings and Specifications.
 2. Second Final Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.
 3. Final Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.
- C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Project documents.
- D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:
1. Such documents will be based on the Engineer provided Construction Documents (to be reviewed by Owner's Legal Counsel), and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.
 2. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.
- E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:
1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.

Exhibit A—Engineer's Services.

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2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.
- F. Engineer shall perform or furnish the following other Final Design Phase services:

1. Visit the Site a maximum of two (2) occasions to assist in preparing the final Drawings and Specifications. Participate in one (1) presentation meeting. **Additional Meetings shall be considered under Additional Services.**
2. Assist with applications for permits and approvals, as follows:
 - a. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.
 - b. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.
 - c. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.
 - d. Engineer does not guarantee issuance of any required permit or approval.
 - e. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.
3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.
4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website.
5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.
7. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:

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- a. As required and scheduled by Owner and Engineer.
8. Perform or provide the following other Final Design Phase activities or deliverables:
 - a. None
- G. Engineer shall complete the Final Design Phase as follows:
1. Furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion

of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.

2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

1.05 Bidding/Proposal Phase

A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.
2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.
3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.
4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.

Exhibit A—Engineer's Services.

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5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.
6. Consult with Owner as to the qualifications of prospective contractors.
7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:
 - a. None
10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon

cessation of negotiations with prospective contractors.

1.06 Construction Phase

- A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Project.
1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified.
 2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.
- B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:
1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in Standard General Conditions of the Construction Contract or other construction general conditions specified in this Agreement. Except as otherwise

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provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.

- a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.
- b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.
- c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.

2. Field Office: Deleted
3. Resident Project Representative (RPR): Deleted
4. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.
5. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.
6. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
7. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
8. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.

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- a. Schedules will be acceptable to Engineer as to form and substance:
 - 1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.
 - 3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
9. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
10. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.
11. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond

the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

- b. The purpose of Engineer's visits to the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer

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have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

12. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.
 - a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.
 - b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
13. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design

concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

14. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
15. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the

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Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

16. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
17. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
18. Change Proposals and Claims
 - a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.
 - b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
19. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.
20. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.
21. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or

“or-equal” materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.

22. Inspections and Tests

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer’s review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such

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inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

- b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.
 - c. Issue written requests to Contractor that specific portions of the Work remain uncovered.
 - d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
23. Contractor’s Applications for Payment: Based on Engineer’s observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer’s representation to Owner, based on such observations and review, that, within the limits of Engineer’s knowledge, information and belief, Contractor’s Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor’s being entitled to such payment appear to have been fulfilled in so far as it is Engineer’s responsibility to observe the Work. In the case of unit price Work, Engineer’s recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor’s Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor’s Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer’s review of Contractor’s Work for the purposes of recommending payments nor Engineer’s recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs

incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what

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purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

24. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.
25. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
26. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:
 - a. None
27. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:
 - a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;
 - b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;
 - c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and
 - d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

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28. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

1.07 Post-Construction Phase

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
 - a. None.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.

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1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on

the actions of prospective individual bidders or contractors and including:

- a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;
 - b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project;
 - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
 - d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Implement coordination of Engineer's services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.
 6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
 7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

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9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
11. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.

12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.
13. Engineer shall assist Owner with Temporary Construction Easement.
14. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
 1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.
 2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
 3. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 4. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

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5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - d. preparation of appraisals;

- e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
9. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
- a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

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13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
16. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.
17. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these

Additional Services is not contingent upon Owner's reimbursement from the requesting party.

18. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
19. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
20. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
21. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
22. Preparation of operation, maintenance, and staffing manuals.
23. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
24. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

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25. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
26. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).
27. Overtime work requiring higher than regular rates.
28. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
29. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
30. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
31. Geotechnical Engineering services and soil borings.
 32. Environmental studies, reviews wetland delineation, archeological studies and other studies and / or requirements of agencies, funding sources, or other authorities.
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT - EXAMPLE

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. [Enter Amendment Number]

Owner: **Town of Newburgh**

Engineer: **MHE Engineering, D.P.C.**

Project: **Levinson Heights Watermain Extension**

Effective Date of Owner-Engineer Agreement:

Nature of Amendment: (Check those that apply)

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

Agreement Summary:

Original agreement amount: \$

Net change for prior amendments: \$

This amendment amount: \$

Adjusted Agreement amount: \$

Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner Engineer

(typed or printed name of organization) (typed or printed name of organization) By: By:

(individual’s signature) (individual’s signature)

(Attach evidence of authority to sign.) (Attach evidence of authority to sign.) Date: Date:

(date signed) (date signed)

Name: Name:

(typed or printed) (typed or printed)

Title: Title:

(typed or printed) (typed or printed)

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EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
	Statutory
Employer's Liability	
Each accident	\$1,000,000
Disease - Each employee	\$1,000,000
Disease - Policy limit	\$1,000,000
Commercial General Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Products – Comp/OP AGG	\$2,000,000
Damage to Rented Premises (Ea Occurrence)	\$1,000,000
Medical Expenses (Any one Person)	\$10,000
Automobile Liability	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

Excess or Umbrella Liability	
Each Occurrence	\$4,000,000
General Aggregate	\$4,000,000
Professional Liability	
Each Claim	\$5,000,000
General Aggregate	\$5,000,000

Exhibit G—Insurance.

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Page 1 of 2

1.02 Additional Insureds

- A. Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Agreement) as additional insureds:
- B. During the term of this Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.
- C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

EXHIBIT H—DISPUTE RESOLUTION

ARTICLE 1—DISPUTE RESOLUTION METHOD

Paragraph 6.07 of the Agreement, Dispute Resolution, is supplemented to include the following Exhibit H Paragraph 1.01:

1.01 Arbitration

- A. Method for Resolution of Disputes: All Disputes between Owner and Engineer that have not been resolved by negotiations or mediation will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Exhibit H Paragraph 1.01). This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. Arbitration Provisions
 1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the selected arbitration administrator. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.
 2. The arbitrator(s) must be licensed engineers, architects, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Agreement. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.

3. If the applicable arbitration rules require a preliminary mediation, but the parties have already participated in mediation with respect to the Dispute, then the second mediation is not required.
4. The rules of any arbitration must be supplemented to include the following: The award rendered by the arbitrators must be in writing, and include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.
5. The award rendered by the arbitrators will be consistent with this Agreement and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.
6. The arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Agreement expressly permits them to do so.
7. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver

Exhibit H—Dispute Resolution.

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Page 1 of 2

by that party of the right to present evidence or cross-examine witness. In such event, the other party will be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

8. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Agreement. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.
9. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner, Subconsultants to the Engineer, or Engineer's Subcontractors (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Exhibit H Paragraph 1.01 nor in the provision of such contract consenting to joinder will create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.

EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s)

: 1.01 Limitation of Engineer's Liability

A. **Engineer's Liability Limited to Amount of Insurance Proceeds:** Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors (hereafter "Owner's Claims"), will be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to the Engineer's insurers or in settlement or satisfaction, in whole or in part, of Owner's Claims, and (2) total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's applicable insurance policies up to the amount of insurance required under this Agreement.

1. Such limitation will not be reduced, increased, or adjusted on account of legal fees paid,

or costs and expenses of investigation, claims adjustment, defense, or appeal.

Exhibit I—Limitation of Liability.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET BC-1: LUMP SUM

ARTICLE 1—COMPENSATION PACKET BC-1: LUMP SUM

1.01 Compensation for Services — Lump Sum Method of Payment

A. Owner shall pay Engineer for Services set forth in Exhibit A (except for Construction Phase, and Additional Services, if any) as follows:

1. Lump Sum in accordance with Agreement Article 1 Section 1.06 Payment.

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but compensation will not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).
4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges).
5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

B. Period of Service: The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding **12** months. If such period of service is extended, the compensation amount for Engineer's services will be appropriately adjusted.

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.
Compensation Packet BC-1: Lump Sum.
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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET BC-6: SALARY COSTS TIMES A FACTOR

ARTICLE 2—COMPENSATION PACKET BC-6: BASIC SERVICES—SALARY COSTS TIMES A FACTOR

- A. Owner shall pay Engineer for Hourly Services set forth in Exhibit A (except for Preliminary Design Phase, Final Design Phase, Permitting, Grant Administration and Bidding Phase Services) as follows:
1. An amount equal to Engineer's Salary Costs times a factor of **2.7** for all Hourly Services by principals and employees engaged directly on the Project, plus Reimbursable Expenses.
 2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit J as Appendix 1.
 3. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but compensation will not exceed the total estimated compensation amount unless approved in writing by Owner. See also Exhibit J Paragraph 3.03.C.2 below.
 4. The total compensation for Engineer's services, included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Subcontractors' and Subconsultants' charges.
 5. The portion of the amounts billed for Engineer's services will be based on the applicable Salary Costs for the cumulative hours charged to the Project incurred during the billing period by Engineer's principals and employees multiplied by the above designated factor, plus Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' charges.
 6. Salary Costs means salaries and wages paid to Engineer's employees plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto their customary and statutory benefits are equal to a factor of **1.2**.

2.02 Compensation for Reimbursable Expenses

- A. Owner shall reimburse Engineer for all Reimbursable Expenses directly related to Basic

Services, using the rates set forth in Appendix 1 to this Exhibit J when applicable.

- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.
Compensation Packet BC-6: Basic Services—Salary Costs Times a Factor.
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- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of **1.2**.

2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, those charges will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of **1.2**.
- B. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts
1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. Salary Costs, the factor applied to Salary Costs, and the Reimbursable Expenses Schedule will be adjusted annually (as of **May 1**) to reflect equitable changes in the compensation payable to Engineer.
- E. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.
Compensation Packet BC-6: Basic Services—Salary Costs Times a Factor.
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EXHIBIT K - EISCOM | CLASS 5 ROSETON PROPOSED WATER DISTRICT ANALYSIS MEMO

EXHIBIT K - EISCOM | Class 5 Roseton Proposed Water District Analysis Memo
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Page 1 of 1
Gilboa, NY 12076



NYC Environmental Protection Attn: Ted Dowey
Portfolio Manager

Bureau of Engineering Design and Construction
368 State Route 990V

Your Reference
EISCOM
Reg. no. CT1 826 20228806825

EISCOM JV
1400 Broadway

30th Floor
New York NY 10018
United States of America

T +1 (212) 532 4111
F +1 (716) 970 4044

Justification

EISCOM | Class 5 Roseton Proposed Water District Analysis

January 29, 2024

Dear Mr. Dowey,

The EISCOM JV submits the following opinion of probable

costs associated with extending an existing Town of Newburgh water district into select areas within the Roseton hamlet. The estimate is generally consistent with an AACE Class 5 review, meaning costs are estimated at a concept screening level based on analogy to related recent project costs and judgement. The expected accuracy range is as much as -20 to -50% low to +30 to +100% high.

As a class 5 estimate, the fee elements described below sum to **\$8.4M**. These should be considered to fall in an eventual cost range constrained as a Class 5 estimate to be as much as -50% less (\$4.2) or as much as +30 to +100% more (\$11M to \$16.8M).

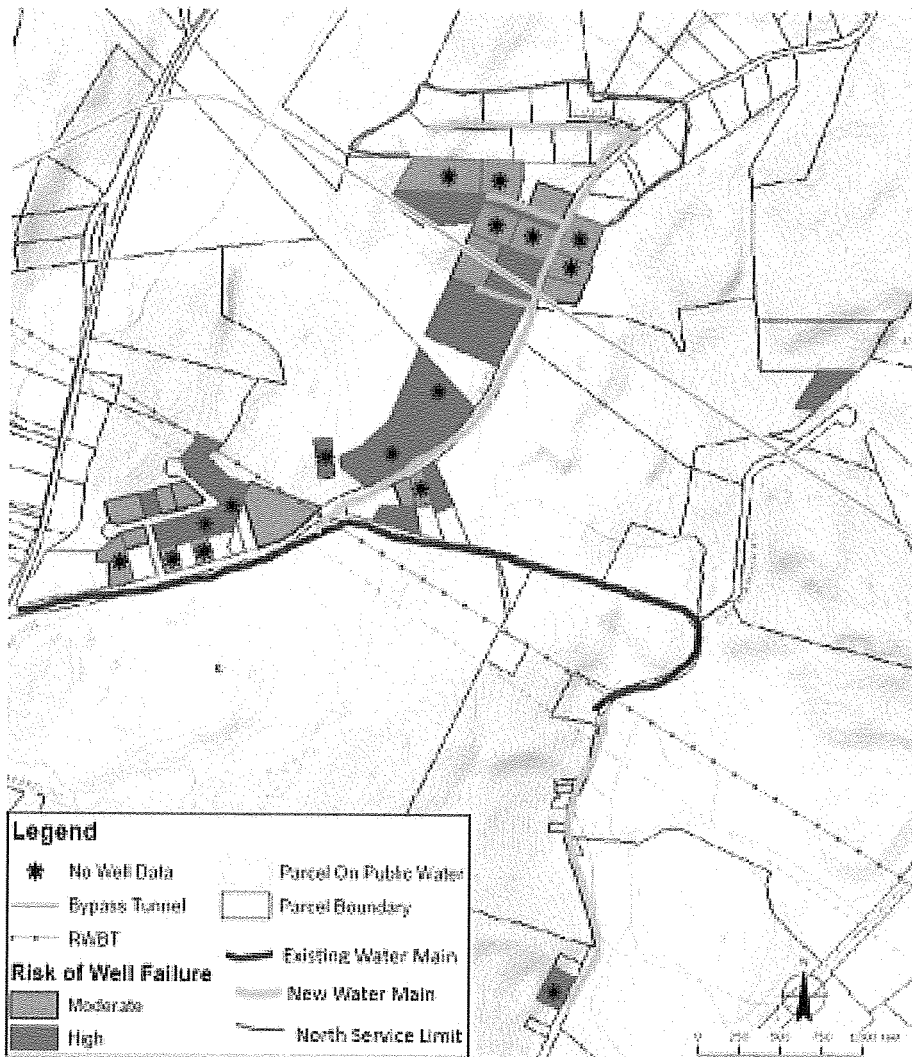
The water district extension is recommended as the most reliable and least inconvenient measure to ensure continued and reliable potable water availability at up to 55 residences with wells judged to be at either high, moderate, or uncertain risk of failure during NYCDEP commissioning of the Rondout West Branch Bypass Tunnel. Wells failing as a result of the commissioning are likely to be inoperable for the period of aqueduct unwatering (6 to 8 months) followed by an unknown recovery period estimated at between 6 to 18 additional months.

Following commissioning, future groundwater levels in the hamlet are expected to stabilize below current aquifer levels once existing aqueduct leaks cease, such that some existing wells may never return to viable service. Additionally, future groundwater quality has the potential to contain higher levels of existing nitrate, coliforms, and salt (sodium chloride) since any dilution benefits from aqueduct leakage will no longer be available.

Many wells in the hamlet are not more than 80 to 150 feet deep (one is 39 feet deep) identifying this as a community with uniquely shallow existing wells, most of which are believed to have been installed after the aqueduct was in service - meaning they were installed responsive to the current, not pre-aqueduct, aquifer, and groundwater quality conditions.



Basis of Screening Level Cost Estimation



The unscaled sketch (left) shows the 42 known wells judged to be at high or moderate risk of failure and judged likely to be accessible for municipal water system connection. North is to the top. The highlighted area focuses on the community clustered around the intersection of Old Post Road and River Road, just east of NYS Route 9W and near both the Cedar Hill Cemetery and the Danskammer and RGL power plants.

The northern limit of properties at risk of well failure is not fully known so an allowance for up to thirteen more service connections north of the identified highlighted parcels is recommended, associated principally with residences along and across Old Post Road from Curtin Lane.

The map also shows the approximate recommended extensions to new water mains (yellow) relative to our estimated understanding of the presence of existing municipal water mains (black). The extent of new mains (yellow) is estimated at 8,000 feet. Parcels already connected to the municipal water supply are noted (light blue).

Up to 55 new service connections could be required.

The potential for shallow rock is a recognized water line extension contingency factor.

Available capacity from an existing Town of Newburgh public water system is assumed but unconfirmed.

Cost Estimate Review

At a high level, the following cost elements are estimated:

Item	Quantity	Cost	Subtotal
------	----------	------	----------

Primary Water Mains	8000 lf	\$500/lf	\$4,000,000
Domestic Connections	55	\$6,000/connection	\$ 330,000
Mob and Demob	Allowance	\$300,000	\$ 300,000
Rock Excavation and dimensioning	Allowance	\$1,000,000	\$1,300,000
Design/Survey/CM/PM	LS @25% of above	\$1,200,000	\$1,500,000
Class 1 Final Contracting Contingency	15% of all above		\$ 1. 000,000
Class 5 Total			\$8.430,000

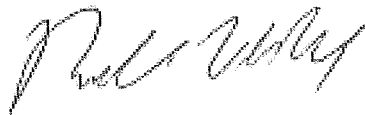
As a class 5 estimate, preliminary total of \$8.4M should be considered to fall in an eventual cost range which could be as much as -50% less (\$4.2M) or as much as +30 to +100% more (\$11M to \$16.8M).

Additional notes:

- The Primary water main unit cost of \$500/foot includes is judged conservative and allows some accommodation for incidental rock, crossing arrangements, and includes tightness testing. • Driveways along Cedar Court are short but setbacks on Old Post Road north of River Road are extensive, shared driveways are common and require negotiation, and trenching may include rock. The unit service connection estimate of \$6,000/connection recognizes considerable variable connection cost ranges.
- The design/Survey/CM/PM fee at 25% of hard costs is judged to be conservative to recognize the urgency needed to get this project designed, permitted, and operational in a short work period, requiring intensive management and executive team leadership attention.
- The Rock excavation contingency includes provision for limited pre-construction borings to determine rock presence.
- The Class 1 contingency of up to 15% is applied to estimate constrained construction uncertainty once design is complete and construction approvals are finalized.
- These fees do not address post-commissioning routine water service O&M and water purchase billing to the connected new water customers.

Please do not hesitate to let us know if you have any questions on the above.

Best Regards,



Russell Urban-Mead
JV Quality Manager | EISCOM JV
T (845) 486-1551
Rurban-mead@LaBellaPC.com



Cory Dippold
Project Manager | EISCOM JV
D (973) 912-2517 C (732) 788-2810
Cory.dippold@motmac.com

Exhibit L – Levinson Heights Road Map
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C-10₁

1



WATER MAIN EXTENSION PLAN SCALE: 1" = 300', SCALE:





PROPOSE WATER MAI (332 L.F.)
D N)
PROPOSE WATER MAI (624 L.F.)
D N)

PROPOSE WATER MAIN (1,008 L.F.)
D N

PROPOSE WATER MAIN (879 L.F.) Old Post Rd McDonald Dr
D N

Christophe Way
River Rd

River Rd.
Curtin Ln

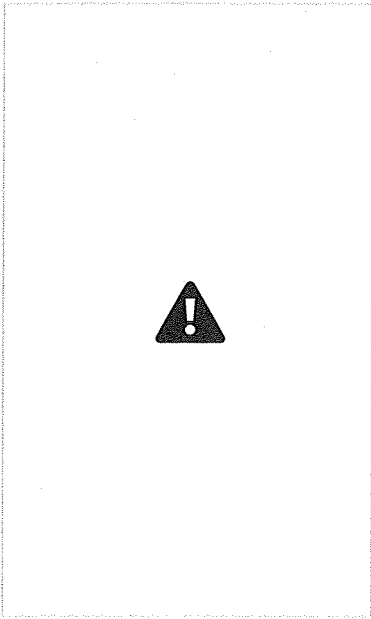
Roseton Generating
PROPOSE WATER MAIN (3,024 L.F.)
D N

Danskammer Rd.
Old Post Rd



Facility

LEGEND
D EXISTING 12" WATER MAIN
N AFFECTED PARCELS WITHIN WATER DISTRICT
S AFFECTED PARCELS OUTSIDE WATER DISTRICT
R DELAWARE AQUEDUCT



E-10

1

WATER MAIN

EXTENSION PLAN UNAUTHORIZED ADDITION

OR ALTERATION OF THIS PLAN IS A VIOLATION OF SECTION 7209(2) OF THE NEW YORK STATE EDUCATION LAW PROJECT #

SHEET NO. REVIEWED BY: P.J.H. CHECKED BY: DRAWN BY:

DESIGN BY: ISSUED DATE: P.J.H. J.R.J. 2 February, 2024 NO

REVISIONS DESCRIPTION DATE 1496 Rte. 30 NEWBURGH, N.Y. ZIP 12550

TOWN OF NEWBURGH LEVINSON

F H

WATER MAIN REPLACEMENT

R

T ALL PRODUCTION

& INTELLECTUAL PROPERTY RIGHT RESERVED © PN24-403 PHASE #

CONTROL AND HANDLING OF HAZARDOUS MATERIALS INCLUDING SUCH MATERIALS AS

ASBESTOS AND LEAD PAINT. ALL TESTING, IDENTIFICATION, ABATEMENT CONTROLS, AND

HANDLING OF HAZARDOUS MATERIALS SHALL BE UNDERTAKEN BY A HAZARDOUS MATERIAL

CONSULTANT AND CERTIFIED PROFESSIONALS. IF SUCH MATERIALS HAVE BEEN IDENTIFIED,

CONTRACTOR WILL COMMUNICATE DIRECTLY WITH HAZARDOUS MATERIAL

PROFESSIONAL FOR THE PERFORMANCE OF ANY WORK ON OR ADJACENT TO SAID MATERIALS.

IF UNIDENTIFIED MATERIALS OF CONCERN ARE ENCOUNTERED WHILE UNDERTAKING THE

WORK SHOWN HEREON, CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER AND

OWNER, AND SHALL OBTAIN DIRECTION FROM THE HAZARDOUS MATERIAL

CONSULTANT PRIOR TO THE CONTINUATION OF WORK INVOLVING SUSPECTED MATERIAL

CALL 811

1

UDig NY must be contacted prior to any excavation or demolition

(Dial 811 or www.udignny.org)

SERVICE

THE SERVICES PROVIDED BY

WORK DEPICTED ON

CALL 811

1

HAZARDOUS MATERIAL NOTE:

RELATE TO MHE PLANS, DO

TO THE

MHE, INCLUDING ALL

IDENTIFICATION,

NOT INCLUDED

#126

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: J. Osborne, Town Engineer *juo*
DATE: 25 January 2024
RE: **Frozen Ridge Road Water Storage Tank**

On the basis of the Inspection Report prepared by H2M Architects & Engineers dated July 2023, I am requesting the Town authorize the solicitation of an engineering proposal for preparation of the necessary contract bid documents for the rehab of the Frozen Ridge Road Water Storage Tank.

Funds for the work are available in a capital project – Water Storage Tank Rehabilitation. The capital project currently has \$919,727.

As the above requires Town Board action, I am requesting that it be placed on the next available agenda. If you have any questions or comments, I am available to discuss them with you.

Cc: M. Taylor, Town Attorney
R. Clum, Town Accountant
P. Hines, MHE
S. Grogan, CAMO



Rider Weiner & Frankel P.C.
ATTORNEYS & COUNSELORS AT LAW

Attorney-Client privileged
MEMORANDUM

TO: HON. GILBERT J. PIAQUADIO, SUPERVISOR
TOWN BOARD MEMBERS

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: SETTLEMENT OF TAX CERTIORARI (2020, 2021, 2022
AND 2023);
DP66, LLC (14 CROSSROADS COURT)
OUR FILE NO. 800.24

DATE: FEBRUARY 6, 2024

P: 845.562.9100
F: 845.562.9126
655 Little Britain Road
New Windsor, NY 12553
P.O. Box 2280
Newburgh, NY 12550

Enclosed are copies of a letter from Cathy Drobny, Esq. of E. Stewart Jones, Hacker Murphy regarding the above referenced proposed settlement, a proposed Consent Order and Judgment and charts showing the claimed refund liability and the approximate refunds that will be due from the taxing jurisdictions under the proposed settlement of the above referenced real property tax assessment appeal. Also enclosed is a map showing the location of the tax parcel which is the subject of the proceedings which contains a commercial building (the former Orange County Choppers building), parking lot and related improvements. The property consists of two parcels which were combined into a single tax parcel in 2023, one containing the building (former Lot 74) and the other, the parking lot (former Lot 47.2).

ATTORNEYS
David L. Rider
Charles E. Frankel
Michael J. Matsler
Mark C. Taylor
Deborah Weisman-Estis
M. Justin Rider

M. J. Rider
(1906-1968)
Elliott M. Weiner
(1915-1990)

COUNSEL
Stephen P. Duggan, III
John K. McGuirk
(1942-2018)

OF COUNSEL
Craig F. Simon
Irene V. Villacci

The settlement provides for no reduction for former Lot 47.2 for the 2020, 2021 and 2022 proceedings. For former Lot 74, the settlement provides for reductions in Assessed Value for 2020 of \$472,625 from \$1,980,000 to \$1,507,375, for 2021 of \$463,000 from \$1,980,000 to \$1,517,000 and for 2022 of \$563,000 from \$1,980,000 to \$1,717,000. The 2023 Assessed Value of combined Lot 74.2 will be reduced by \$749,600 from \$2,045,000 to \$1,295,400. The 2023 Assessed Value will hold for 2024, 2025 and 2026 pursuant to the provisions of RPTL Section 727,, subject to the statutory exceptions.

The chart indicates that the refund liability for the Town (including Highway but not including special districts and the Fire District) will be approximately \$35,073.32 versus claimed refund liability of approximately \$114,829.01. The Orange Lake Fire District's refund liability under the settlement will be approximately \$7,389.91. The Newburgh Enlarged City School District's attorneys have already signed the Consent Order and Judgment.

Also attached is a proposed resolution which would authorize the Settlement.



MCT/sel

Enc.

cc: Lisa M. Vance Ayers, Town Clerk
Molly Carhart, Assessor (*via e-mail*)
Joseph P. Pedi, Receiver of Taxes (*via e-mail*)
Ronald Clum, Town Accountant (*via e-mail*)
Cathy L. Drobny, Esq. (*via e-mail*)



E. STEWART
Jones Hacker Murphy LLP
ATTORNEYS & COUNSELORS AT LAW

February 6, 2024

Please send all mail to:
SCHENECTADY

MAIN OFFICE:
28 SECOND STREET
TROY, NY 12180

200 HARBORSIDE DRIVE, SUITE 300
SCHENECTADY, NY 12305

511 BROADWAY
SARATOGA SPRINGS, NY 12866

41 STATE STREET, SUITE 604-05
ALBANY, NY 12207

PHONE: (518) 274-5820
FAX: (518) 274-5875

www.joneshacker.com

VIA E-MAIL - mtaylor@riderweiner.com

Mark C. Taylor, Esq.
Rider, Weiner & Frankel P.C.
P.O. Box 2280
Newburgh, New York 12550

RE: DP66, LLC v. Town of Newburgh
Index Nos. EF003397-2020, EF004863-2021, EF003675-2022,
& EF004629-2023
Our File No. 5018.115

Dear Mark:

Attached please find the proposed Consent Judgment relative to the above-referenced proceedings. There are currently four years pending (2020, 2021, 2022 and 2023).

The subject parcel is the prior Orange County Choppers building located at 14 Crossroads Court and the adjacent parcel which is a parking lot. The property has been vacant during this time period. The 2020, 2021 and 2022 assessed value of the building (Tax Map #95-1-74) was \$1,980,000. The FMV varies from \$6,611,000 in 2020 to \$8,016,194 in 2022.

The proposed settlement reduces the FMV of the building to \$5,032,972 (AV \$1,507,375) in 2020, \$5,369,911 (AV \$1,517,000) in 2021 and \$5,736,842 (AV \$1,417,000) in 2022.

The 2020, 2021 and 2022 assessed value of the adjacent parking lot (Tax Map #95-1-47.2) is \$65,000. The FMV varies from \$217,000 in 2020 to \$263,158 in 2022. The assessment for this parcel is not being reduced.

In 2023, the two parcels (#95-1-74 & 95-1-47.2) were combined into one parcel (Tax Map #95-1-74.2). The FMV of the combined parcel is \$9,472,000, assessed value \$2,045,000.

On or about October 27, 2022, a 50% interest as tenants-in-common was conveyed for \$2,000,000. After review of the sale documents submitted by the petitioner, review of the appraiser's letter of summary conclusions with supporting analysis, and the condition and occupancy of the building, the 2023 assessment of the combined parcel was negotiated. The 2023 FMV is reduced to \$6,000,000 (AV \$1,295,400). Pursuant to RPTL §727, the 2023 assessed value as reduced will be held for 2024, 2025 and 2026, subject to the statutory exceptions.

I have attached for your review a copy of the refund liability charts, which show the potential liability versus the proposed settlement refund liability. We recommend that the Town Board authorize us to enter into this settlement as proposed. Please place this matter on the agenda for the next Town Board meeting for approval. Once the Resolution passes, please let me know and I will sign the Consent Order and Judgment.



Mark C. Taylor, Esq.
Rider, Weiner & Frankel P.C.
February 6, 2024
Page 2

Please do not hesitate to contact me if you have any questions.

Very truly yours,

E. STEWART JONES HACKER
MURPHY LLP

By:

Cathy L. Drobny

cdrobny@joneshacker.com

Direct Dial: (518) 213-0116

CLD:kah

Attachments

cc: Molly Carhart, Assessor
Gilbert Piaquadio, Supervisor

File 0008-0095

At a Special Condemnation and Tax
Certiorari Term of the Supreme Court of the
State of New York, held in and for the County of
Orange, Goshen, New York, on the
day of _____, 20__

P R E S E N T :

Justice HON. E. LOREN WILLIAMS,

In the Matter of

DP66, LLC,

**CONSENT ORDER
& JUDGMENT**

Petitioner,

-against-

<u>Index No.</u>	<u>Assessment Year</u>
EF003394-2020	2020
EF004863-2021	2021
EF003675-2022	2022
EF004629-2023	2023

THE BOARD OF ASSESSORS AND/OR THE ASSESSOR
OF THE TOWN OF NEWBURGH AND THE BOARD OF
ASSESSMENT REVIEW,

Respondents,

Tax Map Nos.:
95-1-74.2 f/k/a 95-1-47.2 & 95-1-74

And

NEWBURGH ENLARGED CITY SCHOOL DISTRICT,

Respondent-Intervenor.

The above petitioner having heretofore served and filed the Petitions and Notices to review the tax assessments fixed by the Town of Newburgh for the assessment years 2020 through 2023; upon certain real property constituting the following assessment parcels and designated as Tax Map No. 95-1-74.2 f/k/a 95-1-47.2 & 95-1-74, on the official Assessment Map of the Town of Newburgh, and

The issues of these proceedings having duly come on for trial at an IAS Term of this Court, and the petitioner having appeared by JENNIFER D. HOWER, ESQ., of HERMAN KATZ CANGEMI WILKES & CLYNE, LLP, and the respondents having appeared by CATHY L. DROBNY, ESQ., of E. STEWART JONES HACKER MURPHY LLP, Counsel for the respondents and the respondent-intervenor having appeared by IRA S. LEVY, ESQ. Counsel to SHAW PERELSON MAY & LAMBERT, LLP, and the parties having made their settlement, it is

ORDERED, that the assessments on the above-referenced property be and the same are hereby reduced, corrected and fixed for the assessment year as follows:

Section 95, Block 1, Lot 47.2

ASSESSMENT YEAR	COUNTY/TOWN TAX YEAR	SCHOOL TAX YEAR	ORIGINAL ASSESSMENT	REDUCTION	FINAL ASSESSMENT
2020	2021	2020/21	\$65,000	\$ -0-	\$65,000
2021	2022	2021/22	\$65,000	\$ -0-	\$65,000
2022	2023	2022/23	\$65,000	\$ -0-	\$65,000

Section 95, Block 1, Lot 74

ASSESSMENT YEAR	COUNTY/TOWN TAX YEAR	SCHOOL TAX YEAR	ORIGINAL ASSESSMENT	REDUCTION	FINAL ASSESSMENT
2020	2021	2020/21	\$1,980,000	\$472,625	\$1,507,375
2021	2022	2021/22	\$1,980,000	\$463,000	\$1,517,000
2022	2023	2022/23	\$1,980,000	\$563,000	\$1,417,000

Section 95, Block 1, Lot 74.2

ASSESSMENT YEAR	COUNTY/TOWN TAX YEAR	SCHOOL TAX YEAR	ORIGINAL ASSESSMENT	REDUCTION	FINAL ASSESSMENT
2023	2024	2023/24	\$2,045,000	\$749,600	\$1,295,400

and so reduced and confirmed, it is further

ORDERED, ADJUDGED AND DECREED that the officer or officers having custody of the assessment rolls upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entries in conformity with this Order and shall note upon the margin of said rolls, opposite said entries, that the same have been corrected by the authority of this Order, and it is further

ORDERED, that there shall be audited, allowed and paid to the petitioner by the Newburgh Enlarged City School District of the Town of Newburgh, the amount of School taxes

paid by the petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments made in the aforesaid years had been determined by this Order, together with interest from the date of payment thereof as provided by statute, and it is further

ORDERED AND DIRECTED that the Commissioner of Finance of the County of Orange, State of New York, be and are hereby directed and authorized to audit, allow and to pay to the petitioner the amount, if any, of State, County, Town, Judiciary, Sewer District and any special taxes paid by the petitioner as taxes against said erroneous assessments in excess of what the taxes would have been if the said assessments had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED AND DIRECTED, that all tax refunds are to be paid with interest pursuant to §726 of the Real Property Tax Law of the State of New York; except that in the event the refund of taxes is paid within ninety (90) days from the date of service of a copy of this judgment with Notice of Entry, then interest is waived; together with the amounts of interest and penalties, if any, paid on the excess of any of the aforesaid taxes by reason of delinquent payment, and it is further

ORDERED AND DIRECTED, that all tax refunds hereinabove directed to be made by respondent, the Town of Newburgh or County of Orange, and/or any of the various taxing authorities, be made by check or draft payable to the order of HERMAN KATZ CANGEMI WILKES & CLYNE, LLP, as attorneys for the petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law §475, and it is further

ORDERED AND DIRECTED, that the terms of R.P.T.L. §727 shall apply to this settlement with respect to the 2024, 2025 and 2026 assessments years; and it is further

ORDERED, that this Order hereby constitutes and represents full settlement of each of the tax review proceedings herein, and there are no costs or allowances awarded to, by

or against any of the parties, and that upon compliance with the terms of this Order, the above-entitled proceedings be and the same are settled and discontinued.

ENTER,

J.S.C.

SIGNING AND ENTRY OF THE WITHIN
ORDER IS HEREBY CONSENTED TO:

E. STEWART JONES HACKER MURPHY LLP
Attorneys for Respondents

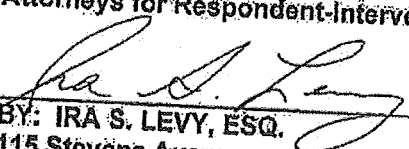
By: CATHY L. DROBNY, ESQ.
200 Harborside Drive, #300
Schenectady, NY 12305
(518) 274-5820
cdrobny@joneshacker.com

HERMAN KATZ CANGEMI WILKES & CLYNE, LLP
Attorneys for Petitioner



By: JENNIFER D. HOWER, ESQ.
538 Broadhollow Road, Suite 307
Melville, NY 11747
(631) 501-5011
jhower@hermankatz.com

LAMBERT,
SHAW PERELSON MAY & LAMBERT, LLP
Attorneys for Respondent-Intervenor



BY: IRA S. LEVY, ESQ.
115 Stevens Avenue
Valhalla, NY 10595
(914) 741-9870
ilevy@shawperelson.com

DP66 Levy To Newburgh Settlement

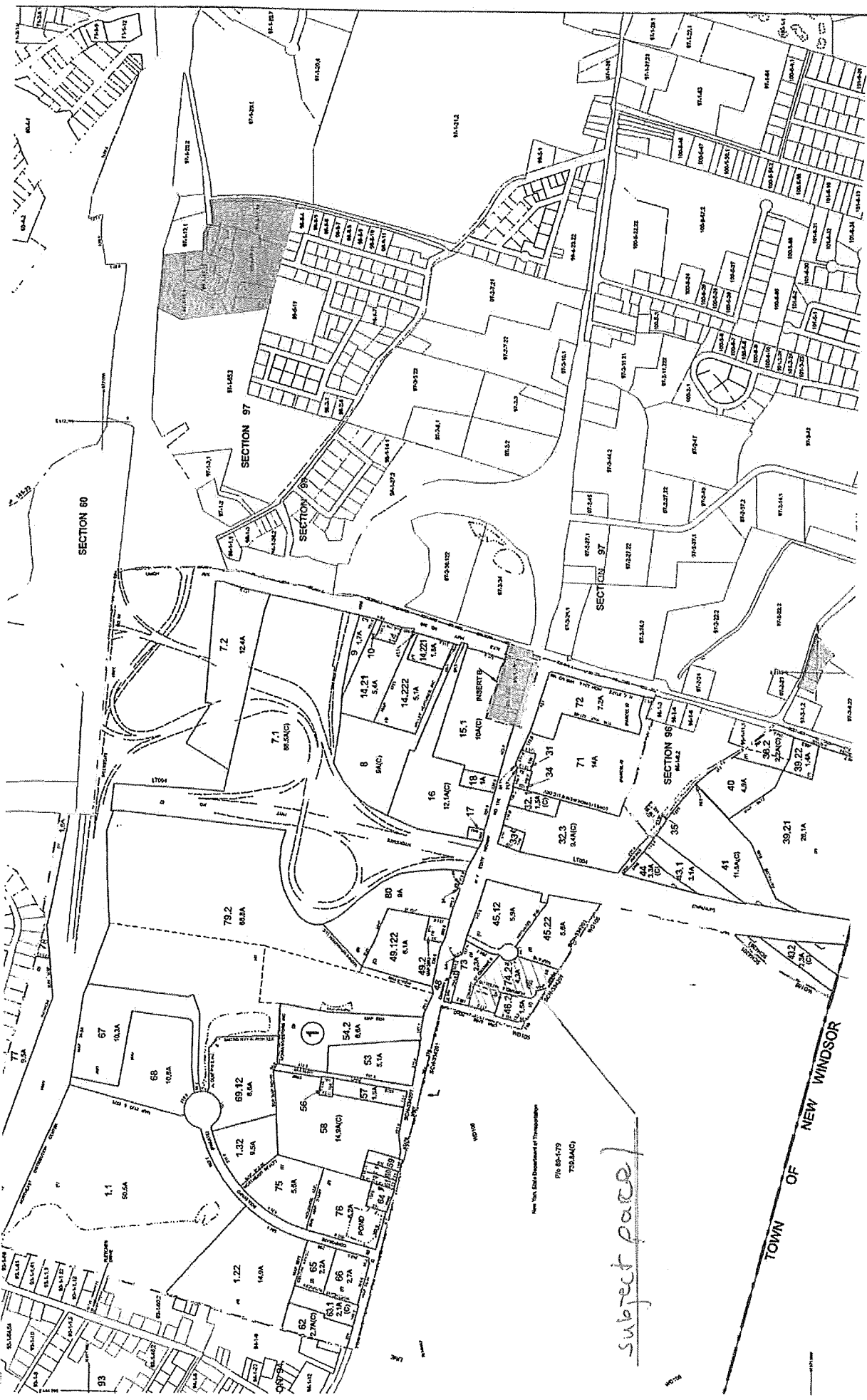
Year	Parcel Number	Assessed Value	Reduced Assessed Value	Eq. Rate	FMV	Reduced FMV	Difference AV and Reduced AV	Tax Rate	Refund Liability	
2020	95-1-74	\$1,980,000	\$1,507,375	29.95%	\$6,611,018	\$5,092,972	\$472,625	County	11.8689 \$	5,609.54
								Town	10.8692 \$	5,137.06
								Highway	4.7485 \$	2,244.26
								Ambulance		
								Orange Fire	4.114 \$	1,944.38
								Consol Water 1	1.4641 \$	691.97
								Consol Water 2	2.5209 \$	1,191.44
								Newburgh School	71.885193 \$	33,974.74
								Library	3.542079 \$	1,674.08
								County	12.1292 \$	5,615.92
2021	95-1-74	\$1,980,000	\$1,517,000	28.25%	\$7,008,850	\$5,399,912	\$463,000	Town	10.8445 \$	5,021.00
								Highway	4.7344 \$	2,192.03
								Ambulance		
								Orange Fire	4.2357 \$	1,961.43
								Consol Water 1	1.4627 \$	677.23
								Consol Water 2	2.5292 \$	1,171.02
								Newburgh School	71.47331 \$	33,082.14
								Library	3.521783 \$	1,630.59
								County	11.0917 \$	6,244.53
								2022	95-1-74	\$1,980,000
Highway	4.6423 \$	2,513.61								
Orange Lk Ambulance	0.4071 \$	229.20								
Orange Fire	0.4051 \$	228.07								
Consol Water 1	1.4603 \$	822.15								
Consol Water 2	2.5304 \$	1,424.62								
Newburgh School	71.391298 \$	40,193.30								
Library	3.589386 \$	2,020.82								
County	10.659823 \$	7,986.11								
2023	95-1-74.2	\$2,045,000	\$1,295,400	21.59%	\$9,471,978	\$6,000,000	\$749,600			
								Highway	5.000898 \$	3,748.67
								Orange Lk Ambulance	0.41 \$	307.34
								Orange Fire	4.344091 \$	3,256.33
								Consol Water 1	1.539877 \$	1,154.29
								Consol Water 2	2.659769 \$	1,993.76
								Newburgh School	68.550183 \$	51,365.22
								Library	3.543244 \$	2,656.02
								County		25,456.09
								Town		24,275.74
Highway		10,798.58								
Ambulance		536.53								
Orange Fire		7,389.91								
Con Water 1		5,780.84								
Con Water 2		158,645.40								
School		7,981.50								
Library		236,228.73								
TOTAL										

DP66 LEVY T/O NEWBURGH

Year	Parcel Number	Assessed Value	Claimed Assessed Value	Eq. Rate	FMV	Claimed FMV	Difference AV and Claimed AV	Tax Rate	Refund Liability	
2020	95-1-47.2	\$65,000	\$6,500	29.95%	\$217,028	\$21,703	\$58,500	County City Highway Ambulance Orange Fire Consol Water 1 Consol Water 2 Newburgh School Library	11.8689 \$ 10.8692 \$ 4.7485 \$ \$ 4.114 \$ 1.4641 \$ 2.5209 \$ 3.542079 \$ 71.885193 \$ 12.1292 \$ 10.8445 \$ 4.7344 \$ \$ 4.2357 \$ 1.4627 \$ 2.5292 \$ 71.47331 \$ 3.521783 \$ 11.0917 \$ 10.9134 \$ 4.8423 \$ 0.4071 \$ 0.4051 \$ 1.4603 \$ 2.5304 \$ 71.391298 \$ 3.589386 \$ County Town Highway Ambulance Orange Fire Con Water1 Con Water 2 School Library TOTAL	694.33 635.85 277.79 - 240.87 85.65 147.47 207.21 4,205.28 709.56 634.40 276.96 - 247.79 85.57 147.96 4,181.19 206.02 648.86 638.43 271.57 23.82 23.70 85.43 148.03 4,176.39 209.98 2,052.75 1,908.69 826.32 23.82 512.16 256.65 443.46 8,564.79 4,621.29 19,209.92
2021	95-1-47.2	\$65,000	\$6,500	28.25%	\$230,088	\$23,009	\$58,500	County City Highway Ambulance Orange Fire Consol Water 1 Consol Water 2 Newburgh School Library	11.8689 \$ 10.8692 \$ 4.7485 \$ \$ 4.114 \$ 1.4641 \$ 2.5209 \$ 3.542079 \$ 71.885193 \$ 12.1292 \$ 10.8445 \$ 4.7344 \$ \$ 4.2357 \$ 1.4627 \$ 2.5292 \$ 71.47331 \$ 3.521783 \$ 11.0917 \$ 10.9134 \$ 4.8423 \$ 0.4071 \$ 0.4051 \$ 1.4603 \$ 2.5304 \$ 71.391298 \$ 3.589386 \$ County Town Highway Ambulance Orange Fire Con Water1 Con Water 2 School Library TOTAL	694.33 635.85 277.79 - 240.87 85.65 147.47 207.21 4,205.28 709.56 634.40 276.96 - 247.79 85.57 147.96 4,181.19 206.02 648.86 638.43 271.57 23.82 23.70 85.43 148.03 4,176.39 209.98 2,052.75 1,908.69 826.32 23.82 512.16 256.65 443.46 8,564.79 4,621.29 19,209.92
2022	95-1-47.2	\$65,000	\$6,500	24.70%	\$263,158	\$26,316	\$58,500	County City Highway Orange Lk Ambula Orange Fire Consol Water 1 Consol Water 2 Newburgh School Library	11.8689 \$ 10.8692 \$ 4.7485 \$ \$ 4.114 \$ 1.4641 \$ 2.5209 \$ 3.542079 \$ 71.885193 \$ 12.1292 \$ 10.8445 \$ 4.7344 \$ \$ 4.2357 \$ 1.4627 \$ 2.5292 \$ 71.47331 \$ 3.521783 \$ 11.0917 \$ 10.9134 \$ 4.8423 \$ 0.4071 \$ 0.4051 \$ 1.4603 \$ 2.5304 \$ 71.391298 \$ 3.589386 \$ County Town Highway Ambulance Orange Fire Con Water1 Con Water 2 School Library TOTAL	694.33 635.85 277.79 - 240.87 85.65 147.47 207.21 4,205.28 709.56 634.40 276.96 - 247.79 85.57 147.96 4,181.19 206.02 648.86 638.43 271.57 23.82 23.70 85.43 148.03 4,176.39 209.98 2,052.75 1,908.69 826.32 23.82 512.16 256.65 443.46 8,564.79 4,621.29 19,209.92

DP668 LLC v T/O Newburgh - Settlement

Year	Parcel Number	Assessed Value	Reduced Assessed Value	Eq. Rate	FMV	Reduced FMV	Tax Rate	Refund Liability
2020	95-1-47.2	\$65,000	\$65,000	29.95%	\$217,028	\$217,028	11.8689 \$	-
							10.8692 \$	-
							4.7485 \$	-
							4.114 \$	-
							1.4641 \$	-
							2.5209 \$	-
							3.542079 \$	-
2021	95-1-47.2	\$65,000	\$65,000	28.25%	\$230,088	\$230,088	71.885193 \$	-
							12.1292 \$	-
							10.8445 \$	-
							4.7344 \$	-
							4.2357 \$	-
							1.4627 \$	-
							2.5292 \$	-
							71.47331 \$	-
2022	95-1-47.2	\$65,000	\$65,000	24.70%	\$263,158	\$263,158	3.521783 \$	-
							11.0917 \$	-
							10.9134 \$	-
							4.6423 \$	-
							0.4071 \$	-
							0.4051 \$	-
							1.4603 \$	-
							2.5304 \$	-
							71.391298 \$	-
							3.589386 \$	-



New York State Department of Transportation
File 85-179
709.6(AC)

subject parcel

TOWN OF NEW WINDSOR



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- [Owner/Sales](#)
- [Inventory](#)
- [Improvements](#)

[Tax Info](#)

[Report](#)

[Comparables](#)

Municipality of Newburgh				
SWIS:	334600	Tax ID:	95-1-74.2	
Tax Map ID / Property Data				
Status:	Active	Roll Section:	Taxable	
Address:	14 Crossroads Ct			
Property Class:	455 - Dealer-prod.	Site Property Class:	455 - Dealer-prod.	
Ownership Code:				
Site:	Com 1	In Ag. District:	No	
Zoning Code:	04 -	Bldg. Style:	Not Applicable	
Neighborhood:	41126 -	School District:	Newburg	
Property Description:	Lt 2 & 4 cnty of Or. & Huffard Patsalos Map 180-06 F 3/8/06 IDA RATABLE 2,867,500			
Total Acreage/Size:	4.30	Equalization Rate:	----	
Land Assessment:	2023 - \$279,500	Total Assessment:	2023 - \$2,045,000	
Full Market Value:	2023 - \$9,472,000			
Deed Book:	15367	Deed Page:	1295	
Grid East:	607357	Grid North:	973572	
Bank Code:	C200087			
Special Districts for 2023				
Description	Units	Percent	Type	Value
AM010-Newburgh Ambulance	0	0%		0
FD030-Orange lk fire	0	0%		0
WD001-Consol wtr 1	0	0%		0
WD002-Consol wtr 2	0	0%		0
Land Types				

Photographs

No Photo Available

Documents

No documents found for this parcel

Maps

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[View in Google Maps](#)

[View in Bing Maps](#)

[View in Near Map](#)

Map Disclaimer

Property Details - Image Mate Online

Type	Size
Primary	4.30 acres

Orange County



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Commercial

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[Report](#)

[Comparables](#)

Municipality of Newburgh				
SWIS:	334600	Tax ID:	95-1-74.2	
Ownership Information				
Name	Secondary Name	Address		
DP66, LLC	c/o Diamond Properties LLC	P.O. Box 563 Chester NY 10918		
MBH Crossroads LLC		P.O. Box 563 Chester NY 10918		
Sale Information				
Sale Date	Price	Property Class	Sale Type	Prior Owner
10/27/2022	\$2,000,000	455 - Dealer-prod.	Land & Building	DP66, LLC
	Value Usable	Arms Length	Deed Book	Deed Page
	No	No	15367	1295
Historic Deed Information				
Book	Page	Prior Printkey		
15367	1295			
		95-1-74		
14039	467			
13965	461			
13924	829			
13294	1303			
12396	982			
		95-1-73		
		95-1-45.32		

Photographs

No Photo Available

Documents

No documents found for this parcel

Maps

- [View Tax Map](#)
- [Pin Property on GIS Map](#)
- [View in Google Maps](#)
- [View in Bing Maps](#)
- [View in Near Map](#)

Map Disclaimer

11605	1994	
5023	38	95-1-45.3

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the ___th day of February, 2024 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING SETTLEMENT OF
PROCEEDINGS UNDER ARTICLE
7 OF THE REAL PROPERTY
TAX LAW:
SBL #95-1- 74.2(f/k/a 95-1-47.2 and 95-1-74)
DP66, LLC
(14 CROSSROADS COURT)
INDEX NUMBER 2020-EF003397,
2021-EF004863, 2022-EF003675 AND 2023-
EF003675

Councilman/Councilwoman _____ presented the following resolution which was seconded by Councilman/Councilwoman _____.

WHEREAS, DP66, LLC (the "Petitioner") has instituted proceedings under Article 7 of the Real Property Tax Law by which Petitioner seeks to obtain judicial review and reduction of the assessment of real property in the Town of Newburgh, Orange County, New York, consisting of a commercial building, parking lot and related improvements located on a combined parcel of land at 14 Crossroads Court, Section 95-Block 1-Lot 74.2 (which consists of two previous lots containing the parking lot and commercial building which were combined in 2023: Section 95 Block 1 Lot 47.2 and Section 95 Block 1 Lot 74) on the tax assessment rolls for the tax years 2020, 2021, 2022 and 2023; and

WHEREAS, special counsel to the Town, E. Stewart Jones Hacker Murphy, LLP, has negotiated a settlement of the proceeding with the Petitioner, the terms of which are embodied in a proposed Consent Order and Judgment annexed hereto and recommended that the Town Board authorize the settlement; and

WHEREAS, after review and discussion, the Town Board has determined it to be in the best interests of the Town to authorize the settlement.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby authorizes and directs E. Stewart Jones Hacker Murphy, LLP to execute and deliver the Stipulation of Settlement on behalf of the Town; and

BE IT FURTHER RESOLVED, that E. Stewart Jones Hacker Murphy, LLP, the Supervisor, the Attorney for the Town, the Town's Assessor and other officers of the Town are hereby authorized to take such actions and to make, execute and deliver, or cause to be made, executed and

delivered, in the name of and on behalf of the Town, all such certificates, documents and papers as may be necessary to effectuate and carry out the settlement; and

BE IT FURTHER RESOLVED that the aforesaid resolutions shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

Elizabeth J. Greene, Councilwoman voting _____

Paul I. Ruggiero, Councilman voting _____

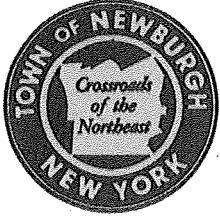
Scott M. Manley, Councilman voting _____

Anthony R. LoBiondo, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.

#14A



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

TEL: (845)561-3344

FAX: (845) 561-2220

To: Town Board

From: Tracey Carvell, Animal Control

Subject: Authorization to pay Vet Services Utilizing T-94 Account

Date: 1-25-24

I am requesting authorization to use the T-94 account to pay for Vet service: NVH

*Totaling: \$ 434.40

Canine: \$ 36.00

Feline: \$ 398.40

Other: \$

TOWN OF NEWBURGH

1496 Route 300

Newburgh, New York 12550

(845) 564-4552

DO NOT WRITE IN THIS BOX

DEPARTMENT

Animal Control

CLAIMANT'S
NAME
AND
ADDRESS

Newburgh Veterinary Hospital
1716 Route 300
Newburgh, NY 12550
(845)564-2660

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
Total		
Abstract #		

TERMS

Net 30 Days

Invoice #

Canine

Date	Quantity	Description of Materials or Services	Unit Price	Amount
12/28/23	875553			18.00 ✓
1/15/24	877552			18.00 ✓
TOTAL				36.00

CLAIMANT'S CERTIFICATION

I, Dora M. Carr

certify that the above account in the amount of \$

36.00

is true

and correct, that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

1/25/2024

DATE

Dora M. Carr

SIGNATURE

Practice Mgr

TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

1-25-24

Date



Authorized Official

APPROVAL FOR PAYMENT

This claim is approved and ordered for paid from the appropriations indicated above

Date

Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 01-25-24 at 10:02a
Date: 12-28-23
Account: 19984
Invoice: 875553

Date	For	Qty	Description	Price	Discount	Net Price
12-26-23	Stubby	1	CANINE RABIES / 1YEAR	58.00	40.00	18.00 **
Total charges, this invoice...						18.00
**Total discount included: 40.00						

Your invoice total reflects our **13Stray Cat Accounts** discount.

LIKE US ON FACEBOOK.COM!

GOING AWAY?....BOOK YOUR PETS BOARDING RESERVATION TODAY!

In compliance with New York State law, all medications are non-refundable. We regret any inconveniences.

COPIED

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 01-25-24 at 10:02a
Date: 01-15-24
Account: 19984
Invoice: 877552

Date	For	Qty	Description	Price	Discount	Net Price
01-11-24	1-24Drago	1	CANINE RABIES / 1YEAR	58.00	40.00	18.00 **
Total charges, this invoice...						18.00
**Total discount included: 40.00						

Your invoice total reflects our **13Stray Cat Accounts** discount.

LIKE US ON FACEBOOK.COM!

GOING AWAY?...BOOK YOUR PETS BOARDING RESERVATION TODAY!

In compliance with New York State law, all medications are non-refundable. We regret any inconveniences.

COPIED

TOWN OF NEWBURGH

1496 Route 300

Newburgh, New York 12550

(845) 564-4552

DO NOT WRITE IN THIS BOX

DEPARTMENT

Animal Control

CLAIMANT'S

NAME

Newburgh Veterinary Hospital

AND

ADDRESS

1716 Route 300

Newburgh, NY 12550

(845)564-2660

Data Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
Total		
Abstract #		

TERMS

Net 30 Days

Invoice #

Feline

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
1/9/24	876857			58.60 ✓
1/15/24	877553			134.88 113.13 ✓
1/19/24	877988			147.67 79.00 ✓
1/22/24	878284			
			TOTAL	398.40 419.65 ✓

CLAIMANT'S CERTIFICATION

Dora M Cast

I certify that the above account in the amount of \$ 398.40 is true and correct, that the goods, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

1/25/24
DATE

Dora M Cast
SIGNATURE

Practice Mgr
TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

Date

Authorized Official

APPROVAL FOR PAYMENT

This claim is approved and ordered for paid from the appropriations indicated above

Date

Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 01-25-24 at 10:01a
Date: 01-09-24
Account: 4417
Invoice: 876857

Date	For	Qty	Description	Price	Discount	Net Price	
01-09-24	1c-24	1	CONSULT / EXAM - Sick	94.50	59.50	35.00	**
01-09-24		0.20	Convenia(Cefovecin) Inject/ml Outp	47.20	23.60	23.60	**
						Total charges, this invoice...	58.60
						**Total discount included: 83.10	

Your invoice total reflects our **13Stray Cat Accounts** discount.

LIKE US ON FACEBOOK.COM!

GOING AWAY?....BOOK YOUR PETS BOARDING RESERVATION TODAY!

In compliance with New York State law, all medications are non-refundable. We regret any inconveniences.

COPI

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 01-25-24 at 10:01a
Date: 01-15-24
Account: 4417
Invoice: 877553

Date	For	Qty	Description	Price	Discount	Net Price
01-11-24	3c-24 "Molly"	1	CONSULT / EXAM - Sick	94.50	59.50	35.00 **
01-11-24		0.25	Onsior Inject/ ml (hosp)	34.77	17.39	17.38 **
01-11-24		1	FeLV/ FIV Elisa SA260	143.00	97.50	45.50 **
01-11-24		1	Feline Rhino/Panleuk/Calicivirus #	46.50	31.25	15.25 **
<p>Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.</p>						
01-11-24		1	Feline Rabies Vaccine / Purevax 1y	60.00	38.75	21.25 **
<p>Today, your cat received the most advanced rabies protection available. PUREVAX Rabies vaccine gives your cat protection that is pure, safe and effective without the use of potentially harmful adjuvants.</p>						
01-12-24		1	Feline Leukemia Elisa Negative			0.00
01-12-24		1	FIV Elisa Negative			0.00

Total charges, this invoice...

134.38

**Total discount included: 244.39

- 21.25

Your invoice total reflects our **13 Stray Cat Accounts** discount.

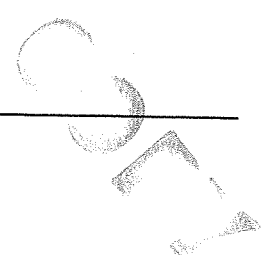
113.13

Reminders for: 3c-24 "Molly" (Weight: 5.5 lbs - 8m)	Last done
01/25 Rabies/Purevax Feline 1yr	01-19-24
07/24 FECAL EXAM	
02/24 Rhinotracheitis/Pan/leuk/Calic	

3c-24 "Molly"'s weight history (in lbs)

01-19-24 5.50

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INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 01-25-24 at 10:01a
Date: 01-19-24
Account: 4417
Invoice: 877988

Date	For	Qty	Description	Price	Discount	Net Price
01-19-24	3c-24 "Molly"	1	Weight Monitoring			0.00
01-19-24		1	OHE FELINE	389.00	301.00	88.00 **
Your pet has been spayed. This eliminates the risk of uterine infection and lowers the risk of breast tumors when she gets older. Expect her to be quiet and not as active for a couple of days. Restrict exercise for the next two weeks. This receipt certifies that your pet has been spayed. Please keep this with your pet's health records.						
01-19-24		1	-Isoflurane Gas Anesthesia			0.00
01-19-24		1	---PulseOximeterMonitoring w/Anes			0.00
01-19-24		1	-CapnographMonitoring w/Anesthe			0.00
01-19-24		1	-----Recovery in Heated Cage			0.00
01-19-24		1	Feline Rabies Vaccine / Purevax 1y	62.00	40.75	21.25 **
Today, your cat received the most advanced rabies protection available. PUREVAX Rabies vaccine gives your cat protection that is pure, safe and effective without the use of potentially harmful adjuvants.						
01-19-24		0.10	BuprenorphineSR Inject/ml in hosp	41.10	41.10	0.00 **
01-19-24		0.25	Penicillin G Inject / ml (in hosp)	30.24	30.24	0.00 **
01-19-24		0.20	Onsior Inject/ ml (hosp)	33.94	33.94	0.00 **
01-19-24		0.05	-TelazolInject Control Log / ml			0.00
01-19-24		1	PEDICURE	19.90	19.90	0.00 **
01-19-24		1	Elizabethan Collar	30.00	10.50	19.50 **
01-19-24		3	Onsior 6mg Individual Tabs #36184	33.75	23.28	10.47 **
01-19-24		1	Amoxicillin Drops 15ml (50mg/ml)	31.85	23.40	8.45 **

Total charges, this invoice... 147.67

**Total discount included: 524.11

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for:	3c-24 "Molly" (Weight: 5.5 lbs - 8m)	Last done
01/25	Rabies/Purevax Feline 1yr	01-19-24



INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 01-25-24 at 10:01a
Date: 01-22-24
Account: 4417
Invoice: 878284

Date	For	Qty	Description	Price	Discount	Net Price
01-19-24	4C-24	1	Shelter body care feline	93.50	14.50	79.00 **
Total charges, this invoice...						79.00
**Total discount included: 14.50						

Your invoice total reflects our **13Stray Cat Accounts** discount.

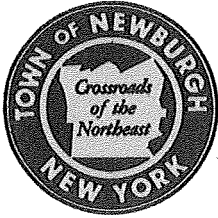
LIKE US ON FACEBOOK.COM!

GOING AWAY?...BOOK YOUR PETS BOARDING RESERVATION TODAY!

In compliance with New York State law, all medications are non-refundable. We regret any inconveniences.

31

#14B



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

TEL: (845)561-3344

FAX: (845) 561-2220

To: Town Board

From: Tracey Carvell, Animal Control

Subject: Authorization to pay Vet Services Utilizing T-94 Account

Date: 1-4-24

I am requesting authorization to use the T-94 account to pay for Vet service:

*Guardian
Veterinary
Spender*

*Totaling: \$ 4,618.63

Canine: \$ 4,618.63

Feline: \$

Other: \$

TOWN OF NEWBURGH

1496 ROUTE 300
NEWBURGH, N.Y. 12550

Order No. _____

DO NOT WRITE IN THIS BOX

VOUCHER

DEPARTMENT Animal Control

CLAIMANT'S NAME AND ADDRESS Guardian Veterinary Specialists
4 Hardscrabble Heights
Brewster NY 10509

Date Voucher Received		FUND - APPROPRIATION	AMOUNT		VOUCHER NO.
		TOTAL			
Abstract No.					

Vendor's Ref. No. _____

TERMS _____

Dates	Quantity	Description of Materials or Services	Unit Price		Amount	
7-3-23		"Galaxy" injuries from dog fight on town property.			4,618	63
(See Instructions on Reverse Side)						
			TOTAL		4618	63

CLAIMANT'S CERTIFICATION

I, _____, certify that the above account in the amount of \$ _____ is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

DATE

SIGNATURE

TITLE

(Space Below for Municipal Use)

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

1-24
DATE AUTHORIZED OFFICIAL _____

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations indicated above.



GUARDIAN
VETERINARY SPECIALISTS
 Exceptional care. Without exception.

4 Hardscrabble Heights
 Brewster, NY, 10509
Ph: 914-704-3400
Fax: 914-704-3401
Email: info@guardianvet.com

STATEMENT FOR
 Town Of Newburgh Police Department
 300 Gardner Town Road
 Newburgh, NY, 12550

DATE PRINTED: December 14, 2023



09-01-2023 Opening Balance \$0.00
Galaxy
 09-03-2023 926146 Invoice \$1001.15 \$1001.15

Guardian Veterinary Specialists

Qty	Description	Member	Total
1	Emergency Exam Fee	Teena Toro, DVM	\$53.75
1.68	Fentanyl Injectable 50mcg/ml (per ml)	Teena Toro, DVM	\$8.96
1	Total Chem / CBC	Teena Toro, DVM	\$165.00
1	PCV/TS	Teena Toro, DVM	\$13.12
1	NOVA Complete Panel	Teena Toro, DVM	\$85.80
2.8	Cerenia 10mg/mL inj (per ml)	Teena Toro, DVM	\$29.79
14	Fentanyl Injectable 50mcg/ml (per ml)	Teena Toro, DVM	\$16.02
840	Unasyn 30mg/ml (per mg)	Teena Toro, DVM	\$20.35
1	GVS Radiograph- Abdomen & Thorax 4 Views	Teena Toro, DVM	\$161.65
14	Fentanyl Injectable 50mcg/ml (per ml)	Teena Toro, DVM	\$16.02
840	Unasyn 30mg/ml (per mg)	Teena Toro, DVM	\$20.35
1	Hospitalization Level 2	Teena Toro, DVM	\$128.56
1	Nursing Care Level 2	Teena Toro, DVM	\$86.69
1	Clip / Clean Wounds (Major)	Teena Toro, DVM	\$90.05
1	Flush Wounds - Extensive	Teena Toro, DVM	\$52.19

December	November	Final Balance (12-14-2023):		
\$0.00	\$0.00	October	September+	\$4618.63
		\$0.00	\$4618.63	Amount Due
				\$4618.63

PAYMENT TERMS: **COD**
 Payment in full is expected upon completion of treatment.
 Administration fees and collection fees will be applied to
 overdue accounts.





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Ph: 914-704-3400
Fax: 914-704-3401
Email: info@guardianvet.com

STATEMENT FOR

Town Of Newburgh Police Department
 300 Gardner Town Road
 Newburgh, NY, 12550

DATE PRINTED:

December 14, 2023

Date	Ref. No.	Description	Dr. Type	Charges	Payments	Balance
56		Metronidazole Inj 5mg/ml (per ml)	Teena Toro, DVM	\$9.74		
1		Plasmalyte A PH 7.4, 1000ml (per bag)	Teena Toro, DVM	\$7.09		
1		Peripheral IVC Placement & Fluid Setup	Teena Toro, DVM	\$36.02		

Total for Invoice 926146 including TAX of (\$0.00)

\$1001.15

09-04-2023 926351 Invoice \$659.61 \$1660.76

Guardian Veterinary Specialists

Qty	Description	Member	Total
2.8	Cerenia 10mg/mL inj (per ml)	Jeffrey J. Runge, DVM, DACVS	\$29.79
840	Unasyn 30mg/ml (per mg)	Jeffrey J. Runge, DVM, DACVS	\$20.35
14	Fentanyl Injectable 50mcg/ml (per ml)	Jeffrey J. Runge, DVM, DACVS	\$16.02
1	Hospitalization Level 2	Jeffrey J. Runge, DVM, DACVS	\$128.56
1	Nursing Care Level 2	Jeffrey J. Runge, DVM, DACVS	\$86.69

Final Balance (12-14-2023):

\$4618.63

December
\$0.00

November
\$0.00

October
\$0.00

September+
\$4618.63

Amount Due
\$4618.63

PAYMENT TERMS: COD

Payment in full is expected upon completion of treatment.
 Administration fees and collection fees will be applied to
 overdue accounts.



4 Hardscrabble Heights
 Brewster, NY, 10509
Ph: 914-704-3400
Fax: 914-704-3401
Email: info@guardianvet.com

STATEMENT FOR
 Town Of Newburgh Police Department
 300 Gardner Town Road
 Newburgh, NY, 12550

DATE PRINTED: December 14, 2023

Quantity	Description	Price	Total
56	Metronidazole Inj 5mg/ml (per ml)	Jeffrey J. Runge, DVM, DACVS	\$9.74
1.4	Buprenex 0.3mg/ml (per ml)	Jeffrey J. Runge, DVM, DACVS	\$28.83
1	Jackson Pratt 10mm Full Perf	Jeffrey J. Runge, DVM, DACVS	\$11.00
1	Jackson Pratt Reservoir 100cc	Jeffrey J. Runge, DVM, DACVS	\$30.97
0.5	Drain Maintenance	Jeffrey J. Runge, DVM, DACVS	\$6.52
0.56	Dexdomitor inj 0.5mg/ml (per ml)	Jeffrey J. Runge, DVM, DACVS	\$19.88
1	INTEGUMENT: Wound Debridement & Drain/Closure: Routine	Jeffrey J. Runge, DVM, DACVS	\$183.37
14	Fentanyl Injectable 50mcg/ml (per ml)	Jeffrey J. Runge, DVM, DACVS	\$16.02
840	Unasyn 30mg/ml (per mg)	Jeffrey J. Runge, DVM, DACVS	\$20.35

December
\$0.00

November
\$0.00

Final Balance (12-14-2023):
October \$0.00
September+ \$4618.63

\$4618.63
Amount Due
\$4618.63

PAYMENT TERMS: COD
 Payment in full is expected upon completion of treatment.
 Administration fees and collection fees will be applied to
 overdue accounts.





4 Hardscrabble Heights
 Brewster, NY, 10509
Ph: 914-704-3400
Fax: 914-704-3401
Email: info@guardianvet.com

STATEMENT FOR
 Town Of Newburgh Police Department
 300 Gardner Town Road
 Newburgh, NY, 12550

DATE PRINTED: December 14, 2023

QTY	DESCRIPTION	DRUGS	MEMBER	AMOUNT
56	Metronidazole Inj 5mg/ml (per ml)		Jeffrey J. Runge, DVM, DACVS	\$9.74
1.23	Carprofen Inj 50mg/ml (per ml)		Jeffrey J. Runge, DVM, DACVS	\$17.09
1	ECollar 30CM		Jeffrey J. Runge, DVM, DACVS	\$4.81
0.56	Dexdomitor inj 0.5mg/ml (per ml)		Jeffrey J. Runge, DVM, DACVS	\$19.88

Total for Invoice 926351 including TAX of (\$0.37) \$659.61

09-05-2023 926500 Invoice \$456.90 \$2117.66

Guardian Veterinary Specialists

Qty	Description	Member	Total
1	Hospitalization Level 2	Jeffrey J. Runge, DVM, DACVS	\$128.56
1	Nursing Care Level 2	Jeffrey J. Runge, DVM, DACVS	\$86.69
1	Drain Maintenance	Jeffrey J. Runge, DVM, DACVS	\$13.05

Final Balance (12-14-2023): \$4618.63

December	November	October	September+	Amount Due
\$0.00	\$0.00	\$0.00	\$4618.63	\$4618.63

PAYMENT TERMS: **COD**
 Payment in full is expected upon completion of treatment.
 Administration fees and collection fees will be applied to
 overdue accounts.



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4 Hardscrabble Heights
 Brewster, NY, 10509
Ph: 914-704-3400
Fax: 914-704-3401
Email: info@guardianvet.com

STATEMENT FOR
 Town Of Newburgh Police Department
 300 Gardner Town Road
 Newburgh, NY, 12550

DATE PRINTED: December 14, 2023

Quantity	Description	Member	Total
14	Fentanyl Injectable 50mcg/ml (per ml)	Jeffrey J. Runge, DVM, DACVS	\$16.02
21	Gabapentin 300mg (per cap)	Jeffrey J. Runge, DVM, DACVS	\$6.95
10	Clindamycin 300mg (per cap)	Jeffrey J. Runge, DVM, DACVS	\$7.22
7	Carprofen 100mg (per tab)	Jeffrey J. Runge, DVM, DACVS	\$7.53
840	Unasyn 30mg/ml (per mg)	Jeffrey J. Runge, DVM, DACVS	\$20.35
56	Metronidazole Inj 5mg/ml (per ml)	Jeffrey J. Runge, DVM, DACVS	\$9.74
1.23	Carprofen Inj 50mg/ml (per ml)	Jeffrey J. Runge, DVM, DACVS	\$17.09

Total for Invoice 926500 including TAX of (\$0.00) \$456.90

Qty	Description	Member	Total
09-06-2023	926772 Invoice		\$1217.34
	Guardian Veterinary Specialists		\$3335.00

December	November	October	September+	Final Balance (12-14-2023):	Amount Due
\$0.00	\$0.00	\$0.00	\$4618.63	\$4618.63	\$4618.63

PAYMENT TERMS: **COD**
 Payment in full is expected upon completion of treatment.
 Administration fees and collection fees will be applied to
 overdue accounts.



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4 Hardscrabble Heights
 Brewster, NY, 10509
Ph: 914-704-3400
Fax: 914-704-3401
Email: info@guardianvet.com

STATEMENT FOR
 Town Of Newburgh Police Department
 300 Gardner Town Road
 Newburgh, NY, 12550

DATE PRINTED: December 14, 2023

Quantity	Description	Provider	Amount
1	Hospitalization Level 2	Jeffrey J. Runge, DVM, DACVS	\$128.56
1	Nursing Care Level 2	Jeffrey J. Runge, DVM, DACVS	\$86.69
1	Drain Maintenance	Jeffrey J. Runge, DVM, DACVS	\$13.05
0.28	Hydromorphone inj 10mg/ml (per ml)	Jeffrey J. Runge, DVM, DACVS	\$8.55
840	Unasyn 30mg/ml (per mg)	Jeffrey J. Runge, DVM, DACVS	\$20.35
0.28	Hydromorphone inj 10mg/ml (per ml)	Jeffrey J. Runge, DVM, DACVS	\$8.55
56	Metronidazole Inj 5mg/ml (per ml)	Jeffrey J. Runge, DVM, DACVS	\$9.74
1	Plasmalyte A PH 7.4, 1000ml (per bag)	Jeffrey J. Runge, DVM, DACVS	\$7.09
2.8	Cerenia 10mg/mL inj (per ml)	Jeffrey J. Runge, DVM, DACVS	\$29.79

December	November	Final Balance (12-14-2023):		
\$0.00	\$0.00	October	September+	\$4618.63
		\$0.00	\$4618.63	Amount Due
				\$4618.63

PAYMENT TERMS: **COD**
 Payment in full is expected upon completion of treatment.
 Administration fees and collection fees will be applied to
 overdue accounts.





4 Hardscrabble Heights
 Brewster, NY, 10509
Ph: 914-704-3400
Fax: 914-704-3401
Email: info@guardianvet.com

STATEMENT FOR

Town Of Newburgh Police Department
 300 Gardner Town Road
 Newburgh, NY, 12550

DATE PRINTED: December 14, 2023

Date	Ref. No.	Desc. Ref.	PK Type	Charges	Payments	Balance
2.8		Entyce (per ml)		Jeffrey J. Runge, DVM, DACVS \$7.25		
840		Unasyn 30mg/ml (per mg)		Jeffrey J. Runge, DVM, DACVS \$20.35		
2.8		Enrofloxacin 100mg/mL Injectable (per ml)		Jeffrey J. Runge, DVM, DACVS \$9.26		
1.7		Metoclopramide Injectable 5mg/mL (per mL)		Jeffrey J. Runge, DVM, DACVS \$9.88		
1.23		Carprofen Inj 50mg/ml (per ml)		Jeffrey J. Runge, DVM, DACVS \$17.09		
0.93		Buprenex 0.3mg/ml (per ml)		Jeffrey J. Runge, DVM, DACVS \$21.84		
1		Plasmalyte A PH 7.4, 1000ml (per bag)		Jeffrey J. Runge, DVM, DACVS \$7.09		
6.67		Metoclopramide Injectable 5mg/mL (per mL)		Jeffrey J. Runge, DVM, DACVS \$15.37		
14		Fentanyl Injectable 50mcg/ml (per ml)		Jeffrey J. Runge, DVM, DACVS \$16.02		

December
\$0.00

November
\$0.00

Final Balance (12-14-2023):
October
\$0.00

September+
\$4618.63

\$4618.63
Amount Due
\$4618.63

PAYMENT TERMS: **COD**
 Payment in full is expected upon completion of treatment.
 Administration fees and collection fees will be applied to
 overdue accounts.



4 Hardscrabble Heights
 Brewster, NY, 10509
Ph: 914-704-3400
Fax: 914-704-3401
Email: info@guardianvet.com

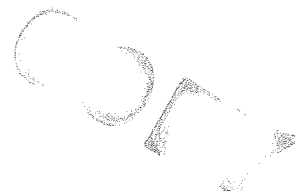
STATEMENT FOR
 Town Of Newburgh Police Department
 300 Gardner Town Road
 Newburgh, NY, 12550

DATE PRINTED: December 14, 2023

QTY	DESCRIPTION	DR. NAME	CHARGES	PAYMENTS	BALANCE
840	Unasyn 30mg/ml (per mg)	Jeffrey J. Runge, DVM, DACVS	\$20.35		
2	Fentanyl Injectable 50mcg/ml (per ml)	Jeffrey J. Runge, DVM, DACVS	\$9.14		
2.8	Lidocaine Inj 2% (per ml)	Jeffrey J. Runge, DVM, DACVS	\$8.06		
15	Propoflo 28.10mg/ml (per mL)	Jeffrey J. Runge, DVM, DACVS	\$17.22		
1	Anesthesia Monitoring & Maintenance	Jeffrey J. Runge, DVM, DACVS	\$23.90		
1	General Anesthesia - First 30 Minutes	Jeffrey J. Runge, DVM, DACVS	\$70.40		
1	OR Fee Level 1	Jeffrey J. Runge, DVM, DACVS	\$85.73		
1	Plasmalyte A PH 7.4, 1000ml (per bag)	Jeffrey J. Runge, DVM, DACVS	\$7.09		
840	Unasyn 30mg/ml (per mg)	Jeffrey J. Runge, DVM, DACVS	\$20.35		

December	November	Final Balance (12-14-2023):		\$4618.63
\$0.00	\$0.00	October	September+	Amount Due
		\$0.00	\$4618.63	\$4618.63

PAYMENT TERMS: **COD**
 Payment in full is expected upon completion of treatment.
 Administration fees and collection fees will be applied to
 overdue accounts.





4 Hardscrabble Heights
 Brewster, NY, 10509
Ph: 914-704-3400
Fax: 914-704-3401
Email: info@guardianvet.com

STATEMENT FOR

Town Of Newburgh Police Department
 300 Gardner Town Road
 Newburgh, NY, 12550

DATE PRINTED:

December 14, 2023

Item #	Description	Charges	Payments	Balance
1	INTEGUMENT: Wound Debridement & Drain/Closure: Routine	Jeffrey J. Runge, DVM, DACVS \$183.37		
1	Jackson Pratt 13mm Full Perf	Jeffrey J. Runge, DVM, DACVS \$11.00		
1	Jackson Pratt Reservoir 100cc	Jeffrey J. Runge, DVM, DACVS \$30.97		
3	General Anesthesia - Additional 30 Min.	Jeffrey J. Runge, DVM, DACVS \$135.56		
1	Aerobic Culture (ID and Susceptibility)	Jeffrey J. Runge, DVM, DACVS \$119.70		
7	Pantoprazole Sodium 4mg/ml (per ml)	Jeffrey J. Runge, DVM, DACVS \$11.15		
1.23	Carprofen Inj 50mg/ml (per ml)	Jeffrey J. Runge, DVM, DACVS \$17.09		
56	Metronidazole Inj 5mg/ml (per ml)	Jeffrey J. Runge, DVM, DACVS \$9.74		

Total for Invoice 926772 including TAX of (\$0.00) \$1217.34

09-07-2023 926993 Invoice \$547.40 \$3882.40

Final Balance (12-14-2023): \$4618.63

December	November	October	September+	Amount Due
\$0.00	\$0.00	\$0.00	\$4618.63	\$4618.63

PAYMENT TERMS: **COD**
 Payment in full is expected upon completion of treatment.
 Administration fees and collection fees will be applied to
 overdue accounts.





4 Hardscrabble Heights
 Brewster, NY, 10509
Ph: 914-704-3400
Fax: 914-704-3401
Email: info@guardianvet.com

STATEMENT FOR

Town Of Newburgh Police Department
 300 Gardner Town Road
 Newburgh, NY, 12550

DATE PRINTED:

December 14, 2023

DATE	REF. NO.	DESCRIPTION	MEMBER	CHARGES	PAYMENTS	BALANCE
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Guardian Veterinary Specialists

Qty	Description	Member	Total
1	Hospitalization Level 2	Jeffrey J. Runge, DVM, DACVS	\$128.56
1	Nursing Care Level 2	Jeffrey J. Runge, DVM, DACVS	\$86.69
1	Drain Maintenance	Jeffrey J. Runge, DVM, DACVS	\$13.05
14	Fentanyl Injectable 50mcg/ml (per ml)	Jeffrey J. Runge, DVM, DACVS	\$16.02
840	Unasyn 30mg/ml (per mg)	Jeffrey J. Runge, DVM, DACVS	\$20.35
6.67	Metoclopramide Injectable 5mg/mL (per mL)	Jeffrey J. Runge, DVM, DACVS	\$15.37
1	Plasmalyte A PH 7.4, 1000ml (per bag)	Jeffrey J. Runge, DVM, DACVS	\$7.09
0.93	Buprenex 0.3mg/ml (per ml)	Jeffrey J. Runge, DVM, DACVS	\$21.84
2.8	Cerenia 10mg/mL inj (per ml)	Jeffrey J. Runge, DVM, DACVS	\$29.79

December
\$0.00

November
\$0.00

Final Balance (12-14-2023):
October
\$0.00

September+
\$4618.63

\$4618.63

Amount Due
\$4618.63

PAYMENT TERMS: **COD**

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GUARDIAN
VETERINARY SPECIALISTS
 Exceptional care. Without exception.

4 Hardscrabble Heights
 Brewster, NY, 10509
Ph: 914-704-3400
Fax: 914-704-3401
Email: info@guardianvet.com

STATEMENT FOR
 Town Of Newburgh Police Department
 300 Gardner Town Road
 Newburgh, NY, 12550

DATE PRINTED: December 14, 2023

Quantity	Description	Price	Total
7	Pantoprazole Sodium 4mg/ml (per ml)	Jeffrey J. Runge, DVM, DACVS	\$11.15
2.8	Enrofloxacin 100mg/mL Injectable (per ml)	Jeffrey J. Runge, DVM, DACVS	\$9.26
1.23	Carprofen Inj 50mg/ml (per ml)	Jeffrey J. Runge, DVM, DACVS	\$17.09
56	Metronidazole Inj 5mg/ml (per ml)	Jeffrey J. Runge, DVM, DACVS	\$9.74
2.8	Entyce (per ml)	Jeffrey J. Runge, DVM, DACVS	\$7.25
840	Unasyn 30mg/ml (per mg)	Jeffrey J. Runge, DVM, DACVS	\$20.35
20	Enrofloxacin 136mg (per tab)	Jeffrey J. Runge, DVM, DACVS	\$46.41
10	Clindamycin 300mg (per cap)	Jeffrey J. Runge, DVM, DACVS	\$7.22
0.93	Buprenex 0.3mg/ml (per ml)	Jeffrey J. Runge, DVM, DACVS	\$21.84

December	November	Final Balance (12-14-2023):		\$4618.63
\$0.00	\$0.00	October	September+	Amount Due
		\$0.00	\$4618.63	\$4618.63

PAYMENT TERMS: **COD**
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 overdue accounts.



4 Hardscrabble Heights
 Brewster, NY, 10509
Ph: 914-704-3400
Fax: 914-704-3401
Email: info@guardianvet.com

STATEMENT FOR
 Town Of Newburgh Police Department
 300 Gardner Town Road
 Newburgh, NY, 12550

DATE PRINTED: December 14, 2023

Invoice #	Description	Member	Charges	Payments	Balance
840	Unasyn 30mg/ml (per mg)	Jeffrey J. Runge, DVM, DACVS	\$20.35		
7	Pantoprazole Sodium 4mg/ml (per ml)	Jeffrey J. Runge, DVM, DACVS	\$11.15		
1.23	Carprofen Inj 50mg/ml (per ml)	Jeffrey J. Runge, DVM, DACVS	\$17.09		
56	Metronidazole Inj 5mg/ml (per ml)	Jeffrey J. Runge, DVM, DACVS	\$9.74		
Total for Invoice 926993 including TAX of (\$0.00)			\$547.40		

09-08-2023 927222 Invoice **\$413.07** \$4295.47

Guardian Veterinary Specialists

Qty	Description	Member	Total
1	Hospitalization Level 1	Rob Hart, DVM, DACVS	\$88.75
1	Nursing Care Level 1	Rob Hart, DVM, DACVS	\$62.44
1	Drain Maintenance	Rob Hart, DVM, DACVS	\$13.05
2.8	Entyce (per ml)	Rob Hart, DVM, DACVS	\$7.25

Final Balance (12-14-2023): \$4618.63

December	November	October	September+	Amount Due
\$0.00	\$0.00	\$0.00	\$4618.63	\$4618.63

PAYMENT TERMS: **COD**
 Payment in full is expected upon completion of treatment.
 Administration fees and collection fees will be applied to
 overdue accounts.





4 Hardscrabble Heights
 Brewster, NY, 10509
Ph: 914-704-3400
Fax: 914-704-3401
Email: info@guardianvet.com

STATEMENT FOR

Town Of Newburgh Police Department
 300 Gardner Town Road
 Newburgh, NY, 12550

DATE PRINTED: December 14, 2023

Date	Ref. No.	Case No.	Dr. Type	Charges	Payments	Balance
0.93				Rob Hart, DVM, DACVS \$21.84		
0.93				Rob Hart, DVM, DACVS \$21.84		
0.93				Rob Hart, DVM, DACVS \$21.84		
2.8				Rob Hart, DVM, DACVS \$29.79		
7				Rob Hart, DVM, DACVS \$11.15		
7				Rob Hart, DVM, DACVS \$11.15		
2.8				Rob Hart, DVM, DACVS \$9.26		
56				Rob Hart, DVM, DACVS \$9.74		
56				Rob Hart, DVM, DACVS \$9.74		
1.23				Rob Hart, DVM, DACVS \$17.09		
1.23				Rob Hart, DVM, DACVS \$17.09		
840				Rob Hart, DVM, DACVS \$20.35		

December
\$0.00

November
\$0.00

Final Balance (12-14-2023):
October \$0.00
September+ \$4618.63

\$4618.63
Amount Due
\$4618.63

PAYMENT TERMS: COD

Payment in full is expected upon completion of treatment.
 Administration fees and collection fees will be applied to
 overdue accounts.



#16

TOWN OF NEWBURGH

Crossroads of the Northeast

21 Hudson Valley Professional Plaza
Newburgh, NY 12550

CODE COMPLIANCE DEPARTMENT
TELEPHONE **845-564-7801**
FAX LINE **845-564-7802**

January 31, 2024

To: Supervisor Piaquadio, Town Board Members, Town Clerk
From: Gerald Canfield, Code Compliance
Re: Removal of Electrical Inspectors from Approved List

The Town of Newburgh Code Compliance Department is requesting the removal of three Electrical Inspectors/companies from the Town-approved list. We have attempted to contact each of the Inspectors via phone, email, and certified mail, and have not received a response regarding remaining on our approved list. Additionally, our records indicate that the following Electrical Inspectors have not performed any electrical inspections in the Town within the last 5 years; see attached.

Accordingly, as the contact information is no longer valid and it does not appear they have been active, it is recommended they be removed from the list. Please place this request on the next agenda for the Board's consideration.

The Inspector's names and companies are as follows:

Randall Albertson of NY Atlantic Inland, Inc.

Ed Hoag of Independent Electrical Inspection Agency

Mike Dimenna of Northeast Electrical Inspections, LLC

Thank you,



Gerald Canfield
Code Compliance Supervisor

Cc: Mark Taylor, Town Attorney

CERTIFIED MAIL® RECEIPT

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OFFICIAL USE

Certified Mail Fee

2/23/23

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$
- Return Receipt (electronic) \$
- Certified Mail Restricted Delivery \$
- Adult Signature Required \$
- Adult Signature Restricted Delivery \$

Postmark
Here

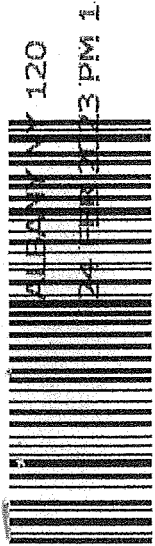
Postage

Total Postage and Fees

Sent to Wd. Elec. Insp. Agency - Ed Hoag
 Street and Apt. No., or PO Box No. 1024 Nelson St.
 City, State, ZIP+4® Utica, NY 13501

PS Form 3800, April 2015 PSN 7530-02-000-9007 See Reverse for Instructions

CERTIFIED MAIL®



Code Compliance Dept.
 21 Hudson Valley Professional Plaza
 Newburgh, N.Y. 12550

7022 0410 0002 5140 0615



NSN

Independent Electrical Inspection Agency

Ed Hoag
 1626 Main St
 Utica, NY 13501

NIXEE 14692 03/02/2013
 RETURN TO SENDER
 NOT RECEIVABLE TO FORWARD AUTOMATION
 UNABLE TO FORWARD AUTOMATION
 SORT IN EC 569389955

13501-1236

7022 0410 0002 5140 0615

CERTIFIED MAIL® RECEIPT
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OFFICIAL USE

Certified Mail Fee \$ _____

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ _____

Return Receipt (electronic) \$ _____

Certified Mail Restricted Delivery \$ _____

Adult Signature Required \$ _____

Adult Signature Restricted Delivery \$ _____

Postage \$ _____

Total Postage and Fees \$ _____

Sent 11/2/23

Postmark Here

Sent Northeast Elec. Inspections, LLC

21 Hudson Valley Professional Plaza

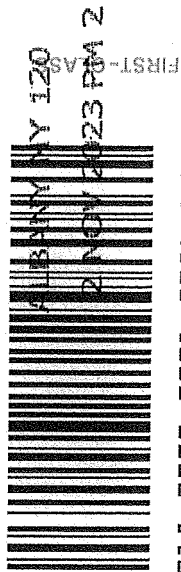
Newburgh, NY 12550

City, State, ZIP+4® NY 12550 441- Mile Dinanna

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Town of Newburgh Code Compliance
21 Hudson Valley Professional Plaza
Newburgh, NY 12550

CERTIFIED MAIL®



7018 2290 0001 5384 6329



ZIP 12550 \$ 008.530
02 7W
0008030033 NOV 02 2023

ANR

Northeast Electrical Inspections, LLC
65 Alberman Road
Scotia, NY 12550

NIXIE 061 FE 1 0011/16/23

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

BC: 12550315021 *1237-06106-02-45

ANK

12062550315021

6294 4865 1000 0622 8102

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OFFICIAL USE

Certified Mail Fee

2/23/23

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$
- Return Receipt (electronic) \$
- Certified Mail Restricted Delivery \$
- Adult Signature Required \$
- Adult Signature Restricted Delivery \$

Postmark
Here

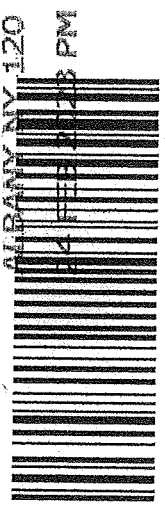
Postage

Total Postage and Fees

Sent to
 NY Atlantic Inland, Inc.
 Street and Apt. No., or P.O. Box No.
 PO BOX 717
 City/State, ZIP+4®
 RED HOOK, NY 12571

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

CERTIFIED MAIL®



US POSTAGE PAID BY THE BOWES
 ZIP 12550 \$008.10⁰⁰
 02 4W
 0000361145 FEB 24 2023

Code Compliance Dept.
 21 Hudson Valley Professional Plaza
 Newburgh, N.Y. 12550

7022 0410 0002 5140 0622

NY Atlantic Inland, Inc.
 Randall Albertson
 PO Box 717
 Red Hook, NY 125

NIXIE 075 DEL 0033/23/23
 RETURN TO SENDER
 ATTEMPTED - NOT KNOWN
 UNABLE TO FORWARD
 BC: 12550315021 *2544-04608-24-45

ANK
 12571-071717

2022 0410 0002 5140 0622

Permit #	Inspector_name	Date	Address	User_note
21-1275	<none>	11/14/22	21 Arched Rd	Entered receipt of the engineer's certification and compliance letter.
21-1187	Barry LaPierre	08/25/22	3 Midway Dr	Fail: Missing electrical certificate listing this permit number. Ron Henry.
18-1455	Commonwealth Electrical	12/19/18	7 Summit Ridge Dr	
19-0652	Commonwealth Electrical	07/08/19	626 River Rd	
19-1235	Commonwealth Electrical	01/03/20	15 Sloane Rd	
20-0654	Commonwealth Electrical	08/25/20	Newburgh Vintage Emporium 10 Route	Received certificate. Inspector Keith Sutton.
20-1078	Commonwealth Electrical	11/06/20	Town Water Filter Plant 343 Route 32	
20-0310	Commonwealth Electrical	11/25/20	13 Linda Dr	Received certificate. Inspector Keith Sutton.
21-0707	Commonwealth Electrical	07/16/21	10 Stonegate Dr	Received underwriters certificate 07/16/2021 by Commonwealth
07-21245	Commonwealth Electrical	07/30/21	75 Coach Ln	Received underwriters certificate on 07/30/2021
20-1089	Commonwealth Electrical	08/11/21	43 Lexington Dr	
21-1227	Commonwealth Electrical	01/05/22	Home Trade USA, LLC 53 Jeanne Dr	Received certificate. Inspector Ron Henry.
22-0115	Commonwealth Electrical	04/07/22	2199 Route 300	Received. Inspector Keith Sutton. Solar only.06/2023 Received 200 AMP panel update. Inspector Keith Sutton.
22-0534	Commonwealth Electrical	07/16/22	741 Route 32	
22-0454	Commonwealth Electrical	08/01/22	10 Roy Pl	Received. Inspector Ron Henry.
22-0770	Commonwealth Electrical	09/06/22	14 Estate Blvd	Received. Inspector Keith Sutton.
22-0910	Commonwealth Electrical	09/06/22	5091 Route 9W	Entered receipt of the underwriter's certificate on 09/06/2022
22-0883	Commonwealth Electrical	09/23/22	37 Bauer Ln	Received. Inspector Keith Sutton.
22-0713	Commonwealth Electrical	10/01/22	155 Rock Cut Rd	
22-0751	Commonwealth Electrical	10/07/22	366 Coach Ln	Received. Inspector Terry Munoz-Weaver.
22-0914	Commonwealth Electrical	10/27/22	77 Prospect Hill Rd	
22-0915	Commonwealth Electrical	10/28/22	20 Lexington Dr	Received. Inspector Keith Sutton.
22-1036	Commonwealth Electrical	11/07/22	7 Dewey Dr	Entered receipt of the underwriter's certificate 10/28/2022. Commonwealth Elec.
22-0203	Commonwealth Electrical	11/08/22	14 Spruce Ave	Received. Inspector Keith Sutton. 200 AMP O/H Service only.
22-0620	Commonwealth Electrical	11/08/22	Near 5263 Route 9W	
22-0618	Commonwealth Electrical	11/08/22	Near 5141 Route 9w	
22-0619	Commonwealth Electrical	11/08/22	Near 5336 Route 9W	
22-0691	Commonwealth Electrical	11/08/22	Near 5330 Route 9W	
22-0599	Commonwealth Electrical	11/09/22	Multiple Dwelling 26 Plank Rd	
21-1284	Commonwealth Electrical	11/14/22	29 Wenmar Dr	Received. Inspector Ron Henry.
21-1285	Commonwealth Electrical	11/14/22	25 Wenmar Dr	Entered receipt of the underwriter's certificate 11/14/2022. Commonwealth Elec.
21-1281	Commonwealth Electrical	11/14/22	27 Wenmar Dr	Received. Inspector Keith Sutton.
22-1081	Commonwealth Electrical	11/15/22	13 Copper Rock Rd	Received. Inspector Keith Sutton.
22-1111	Commonwealth Electrical	11/29/22	361 Quaker St	Received. Inspector Terry Munoz-Weaver.
22-1054	Commonwealth Electrical	12/06/22	1 Christie Rd	Received. Inspector Ron Henry.
22-1134	Commonwealth Electrical	12/07/22	3 Copper Rock Rd	Entered receipt of the underwriters certificate on 12/06/2022 / Commonwealth Electric. Insp.
22-1347	Commonwealth Electrical	12/26/22	29 Royal Cir	
22-1215	Commonwealth Electrical	01/24/23	358 Gardentown Rd	Received. Inspector Keith Sutton.
22-0375	Commonwealth Electrical	02/14/23	12 Berry Ln	Received. Ron Henry.
22-1284	Commonwealth Electrical	02/15/23	1242 Union Ave	Entered receipt of the underwriter's certificate on 12/15/2023 (Commonwealth)
22-1278	Commonwealth Electrical	02/21/23	20 Woodland Dr	
22-1237	Commonwealth Electrical	02/21/23	241 Valley Ave	
23-0006	Commonwealth Electrical	03/01/23	425 Quaker St	Entered receipt of the underwriter's certificate on 02/21/2023. (Commonwealth)
23-0108	Commonwealth Electrical	03/03/23	192 Rock Cut Rd	Received on 03.15.2023.
22-1225	Commonwealth Electrical	03/24/23	514 Oakwood Rd	Received. Inspector Ron Henry.
23-0141	Commonwealth Electrical	04/10/23	21 Far Horizons Dr	Entered receipt of the underwriters certificate on 03/24/2023 (Commonwealth)
23-0483	Commonwealth Electrical	05/30/23	2 Domingues Road	
20-0230	Commonwealth Electrical	06/01/23	Gulf 100 Route 17K	Entered receipt of the underwriter's certificate on 06/01/2023. (Commonwealth)
23-0081	Commonwealth Electrical	06/02/23	Irish Land Smoke Shop 5394 Route 9W/Inspector Ron Henry.	Entered receipt of the underwriter's certificate on 06/02/2023. (Commonwealth)
23-0140	Commonwealth Electrical	06/02/23	1755 Route 300	Entered receipt of the underwriter's certificate on 06/13/2023 (Commonwealth Elec.)
23-0075	Commonwealth Electrical	06/13/23	2 Black Angus Ct	
23-0301	Commonwealth Electrical	06/14/23	44 Merritt Ln	Entered receipt of the underwriters certificate on 06/13/2023 (Commonwealth Elec.)
23-0648	Commonwealth Electrical	06/29/23	233 Carter Ave	Inspector Terry Munoz-Weaver.

Permit #	Inspector name	Date	Address	User note
23-0570	Commonwealth Electrical	07/11/23	498 Little Britain Rd	Received. Inspector Keith Sutton.
22-1244	Commonwealth Electrical	07/11/23	75 East Rd	Entered receipt of the underwriters certificate on 07/11/2023 / Commonwealth.
22-0364	Commonwealth Electrical	07/17/23	101 Holmes Rd	Inspector Keith Sutton.
21-1174	Commonwealth Electrical	07/28/23	1 Paffendorf Dr	
23-0473	Commonwealth Electrical	07/31/23	17 Rockwood Dr	Entered receipt of the underwriters certificate on 07/31/2023.
23-0591	Commonwealth Electrical	08/01/23	3 Meadow St	Entered receipt of the underwriters certificate on 08/01/2023
23-0847	Commonwealth Electrical	08/03/23	1 Majestic Ct	
23-0175	Commonwealth Electrical	08/08/23	483 Little Britain Rd	Ron Henry.
22-0928	Commonwealth Electrical	08/11/23	14 Meadow St	
23-0743	Commonwealth Electrical	08/24/23	8 Morley Cir	
23-0870	Commonwealth Electrical	08/28/23	3 East Rd	Inspector Keith Sutton.
23-0670	Commonwealth Electrical	08/28/23	24 Foxwood Dr	Entered receipt of the underwriter's certificate on 08/28/2023 (Commonwealth)
23-0875	Commonwealth Electrical	08/28/23	11 Holiday Park	Entered receipt of the underwriter's certificate on 08/28/2023 (Commonwealth)
23-0375	Commonwealth Electrical	08/29/23	7 Willilla Pl	Entered receipt of the underwriter's certificate on 08/29/2023 (Commonwealth)
23-1047	Commonwealth Electrical	09/05/23	TGIF Restaurant 1251 Route 300	Keith Sutton.
23-0694	Commonwealth Electrical	09/25/23	15 Estate Blvd	Entered receipt of the underwriter's certificate on 09/25/2023.
23-1003	Commonwealth Electrical	09/28/23	45 Rockwood Dr	
20-0176	Commonwealth Electrical	10/06/23	432 Route 32	
23-0905	Commonwealth Electrical	10/06/23	28 D Alfonso Rd	
23-0281	Commonwealth Electrical	10/11/23	16 Tarben Way	Entered receipt of the underwriter's certificate on 10/11/2023
23-0385	Commonwealth Electrical	10/11/23	81 Balmville Rd	Inspector Ron Henry.
22-0082	Commonwealth Electrical	10/19/23	28 Meadow St	Received. Inspector Ron Henry.
03-1780	Commonwealth Electrical	10/23/23	283 Rock Cut Rd	Entered receipt of the underwriter's certificate on 11/02/2023
23-0314	Commonwealth Electrical	11/02/23	390 Quaker St	
21-1183	Commonwealth Electrical	11/03/23	66 Highland Ter	Inspector Ron Henry.
23-1229	Commonwealth Electrical	11/07/23	Custom Fashions (formerly Todd Cycle Display) Suite 1102 1401 Route 300	
18-0574	Electrical Underwriters NY	06/26/18	18 Deer Run Rd	Received underwriters certificate
16-0813	Electrical Underwriters NY	10/04/18	7 Glen Ln	Received underwriters certificate.
18-1489	Electrical Underwriters NY	02/13/19	2221 Route 300	John Taylor.
18-1287	Electrical Underwriters NY	07/16/19	16 Saratoga Rd	Received certificate.
19-1282	Electrical Underwriters NY	12/05/19	Newburgh Vintage Emporium 10 Route	Received certificate. Inspector Ernest Bello
20-0139	Electrical Underwriters NY	03/06/20	Barclay Manor 2900 Bldg Barclay Manor	
20-0334	Electrical Underwriters NY	07/14/20	7 Ohio Dr	Received underwriters certificate.
20-0583	Electrical Underwriters NY	09/29/20	27 Bridle Path	Received certificate. expired
20-0976	Electrical Underwriters NY	07/01/21	14 Hibbing Way	
21-1131	Electrical Underwriters NY	11/17/21	23 Sommerfield Dr	
22-0248	Electrical Underwriters NY	04/26/22	16 Lorenzen Ln	
21-1152	Electrical Underwriters NY	05/05/22	75 Susan Dr	Received. Inspector Ernest Bello.
22-0509	Electrical Underwriters NY	07/06/22	20 Willits Way	Entered receipt of the underwriters certificate on 07/06/2022. Electrical Underwriters of NY.
22-0518	Electrical Underwriters NY	07/07/22	13 Taft Ave	Received. Inspector Ernest Bello.
22-0682	Electrical Underwriters NY	09/12/22	Kingdom Hall, Jehovah Witness 23 Olc	Received. Inspector Ernest Bello.
22-0907	Electrical Underwriters NY	10/18/22	790 River Rd	
22-1080	Electrical Underwriters NY	10/20/22	1549 Route 300	
22-0837	Electrical Underwriters NY	10/24/22	Multiple Dwelling 26 Plank Rd	Entered receipt of the underwriters certificate on 10/24/2022. Elec. Und. of NY.
22-0869	Electrical Underwriters NY	10/24/22	55 Chestnut Ln	Entered receipt of the underwriter's certificate on 10/24/2022. Elec. Undr. of NY.
22-0712	Electrical Underwriters NY	11/01/22	2 Waring Rd	
20-1124	Electrical Underwriters NY	11/04/22	Cronamer Valley Fire Dept. - Bldg. 1 296 N Plank Rd	
22-1240	Electrical Underwriters NY	11/28/22	14 Lenape Rd	
22-0437	Electrical Underwriters NY	12/01/22	697 Gardnertown Rd	
22-0952	Electrical Underwriters NY	12/09/22	104 Hillcrest Dr	Received. Inspector Ernest Bello.
22-1141	Electrical Underwriters NY	12/15/22	10 Echo Ln	Received. Inspector Ernest Bello.
22-0971	Electrical Underwriters NY	12/16/22	161 Gardnertown Rd	Received. Inspector Ernest Bello.
22-1270	Electrical Underwriters NY	01/04/23	200 E Meadow Wind Ln	Received. Inspector Ernest Bello.

Permit #	Inspector name	Date	Address	User note
22-0775	Electrical Underwriters NY	01/20/23	15 Delaware Rd	Received. Inspector Ernest Bello.
18-0878	Electrical Underwriters NY	01/26/23	114 High Point Cir	Entered receipt of the underwriter's certificate on 01/26/2023 (Elec Und of NY)
21-1087	Electrical Underwriters NY	01/30/23	11 Balsas Rd	
17-0455	Electrical Underwriters NY	01/31/23	19 Stewart Ave	
22-0685	Electrical Underwriters NY	02/08/23	1 Archesy Rd	Entered receipt of the underwriter's certificate on 01/31/2023
22-1362	Electrical Underwriters NY	02/10/23	59 Colden Hill Rd	Received. Inspector Al Shauger.
23-0043	Electrical Underwriters NY	02/13/23	5 Holiday Park	
22-0881	Electrical Underwriters NY	02/21/23	11 Todd Ln	Entered receipt of the underwriter's certificate on 02/21/2023 (Elec Und of NY)
22-0738	Electrical Underwriters NY	02/22/23	13 Holiday Park	Received. Inspector John Taylor.
22-1228	Electrical Underwriters NY	02/22/23	40 Fifth Ave	Entered receipt of the underwriter's certificate on 02/22/2023 (Elec Und of NY)
22-1229	Electrical Underwriters NY	03/07/23	23 Westwood Dr	Received. Inspector Ernest Bello.
23-0176	Electrical Underwriters NY	03/09/23	12 Lakeview Dr	
22-1174	Electrical Underwriters NY	04/05/23	1 Dapple Ter	Entered receipt of the underwriter's certificate on. 04/05/2023
22-0870	Electrical Underwriters NY	04/12/23	12 Vincent Ln	
22-1242	Electrical Underwriters NY	06/08/23	Target Corp 50 Route 17K	Entered receipt of the underwriter's certificate on 06/08/2023 (Elec Und of NY)
23-0584	Electrical Underwriters NY	07/10/23	21 Willwood Dr	Received. Inspector Ernest Bello.
23-0246	Electrical Underwriters NY	07/19/23	42 Old Little Britain Rd	
23-0732	Electrical Underwriters NY	07/21/23	4 Stillwater Ln	
23-0658	Electrical Underwriters NY	07/28/23	22 Willwood Dr	Received. Inspector John Taylor.
23-0813	Electrical Underwriters NY	08/03/23	18 Foxwood Dr	Entered receipt of the underwriter's certificate on 08/03/2023
23-0915	Electrical Underwriters NY	08/14/23	36 Ramblewood Dr	Entered receipt of the underwriter's certificate on 08/14/2023. (Elec Und. of NY)
22-0729	Electrical Underwriters NY	08/18/23	Buckeye Terminals 924 River Rd	Inspector John Taylor.
23-0645	Electrical Underwriters NY	09/19/23	319 Balmville Ln	Inspector John Taylor.
23-0455	Electrical Underwriters NY	09/19/23	356 Pressler Rd	Entered receipt of the underwriter's certificate on 09/19/2023
23-1066	Electrical Underwriters NY	10/12/23	38 Copper Rock Rd	Entered receipt of the underwriter's certificate on 10/12/2023
23-0911	Electrical Underwriters NY	10/19/23	3 Gustv Rd	
23-0948	Electrical Underwriters NY	10/23/23	79 Chestnut Ln	
23-0333	Electrical Underwriters NY	10/23/23	15 Stonewall Ln	Entered receipt of the underwriter's certificate on 10/23/2023
22-0776	Electrical Underwriters NY	10/24/23	Storage Stop 242 S Plank Rd	Entered receipt of the underwriter's certificate on 10/24/2023
23-1070	Electrical Underwriters NY	10/27/23	1 Cobble Creek Dr	Inspector Al Shauger.
20-1204	Electrical Underwriters NY	11/01/23	5 Moonlight Dr	
23-1049	Electrical Underwriters NY	11/02/23	21 Colden Hill Rd	Inspector John Taylor.
17-0519	Electrical Underwriters NY	11/08/23	129 N Fostertown Dr	
23-1180	Electrical Underwriters NY	11/08/23	40 Willwood Dr	Inspector John Taylor.
22-0651	Inspections On Time	08/30/22	9 American Way	Received underwriter's certificate on 11/07/2023
22-1104	Inspections On Time	07/12/23	44 Willwood Dr	Entered receipt of the underwriter's certificate on 08/30/2022. Inspections on Time
22-1132	Inspections On Time	07/12/23	23 Willwood Rd	Entered receipt of the underwriter's certificate on 07/12/2023 (Inspections on Time)
23-0402	Inspections On Time	07/24/23	55 Saratoga Rd	Entered receipt of the underwriter's certificate on 07/12/2023 (Inspections on Time)
23-0477	Inspections On Time	08/14/23	3 Piccadilly Ct	Entered receipt of the underwriter's certificate on 07/24/2023 (Inspections on Time)
23-1163	Inspections On Time	10/18/23	33 Willwood Dr	Entered receipt of the underwriter's certificate on 08/14/2023 (Inspections on Time.)
17-0960	Middle Dept Inspection	02/27/18	750 River Rd	Dave Williams.
20-0104	Middle Dept Inspection	03/30/20	101 Brewer Rd	Received certificate.
21-1159	Middle Dept Inspection	12/01/21	5 Wildwood Dr	Received underwriter's certification for 8.84 kW solar PV system
21-1387	Middle Dept Inspection	12/20/21	8 Pat Rd	
21-1386	Middle Dept Inspection	12/20/21	19 Pat Rd	Received underwriters certificate.
21-1385	Middle Dept Inspection	12/21/21	6 Pat Rd	Received underwriters certificate 12/21/2021.
21-1388	Middle Dept Inspection	12/22/21	10 Pat Rd	Received underwriters certificate on 12/21/2021
22-0335	Middle Dept Inspection	05/16/22	213 Maple Dr	Received and entered underwriters certificate 05/16/2022 Middle Dept.
22-0451	Middle Dept Inspection	06/14/22	136 Forest Rd	
22-0395	Middle Dept Inspection	06/15/22	8 Crystal Rd	Entered receipt of the underwriter's certificate on 06/15/2022
22-0526	Middle Dept Inspection	06/23/22	10 Williams Ave	
22-0497	Middle Dept Inspection	06/28/22	40 Prospect Hill Rd	
22-0440	Middle Dept Inspection	07/21/22	20 Cronk Rd	Received.

Permit #	Inspector name	Date	Address	User note
21-1463	Middle Dept Inspection	08/23/22	64 Taft Ave	Entered receipt of the underwriters certificate on 08/23/2022 under permit 22-0060
22-0667	Middle Dept Inspection	08/24/22	14 Meadow St	
22-0668	Middle Dept Inspection	08/31/22	15 Ambassador Ln	
22-0669	Middle Dept Inspection	09/01/22	1 DUBY Rd	Received.
22-0710	Middle Dept Inspection	09/14/22	180 N Plank Rd	Entered receipt of the underwriter's certificate.
21-0051	Middle Dept Inspection	09/22/22	Pat N Play 5351 Route 9W	
22-0959	Middle Dept Inspection	10/24/22	5487 Route 9W	Received.
21-0837	Middle Dept Inspection	10/24/22	2 Stillwater Ln	Rec certificate for service only
22-1248	Middle Dept Inspection	11/16/22	6 Pella Ct	Entered receipt of the underwriter's certificate on 11/16/2022. (Middle Dept.)
13-1022	Middle Dept Inspection	11/29/22	22 Windwood Dr	Received.
22-1178	Middle Dept Inspection	01/11/23	13 Massachusetts Dr	Entered receipt of the underwriter's certificate (01/11/2023 Middledepartment
22-1164	Middle Dept Inspection	01/24/23	5 Dennis Rd	Entered receipt of the underwriters certificate on 01/24/2023 (Middle Dept.)
23-0135	Middle Dept Inspection	04/03/23	2 Willow Brook Dr	Entered receipt of underwriter's certificate on 04/03/2023 (MIDDLEDEPT)
22-0270	Middle Dept Inspection	04/11/23	6 Wellington Ct	
21-1462	Middle Dept Inspection	04/13/23	11 Hideaway Ln	Received.
23-0178	Middle Dept Inspection	04/24/23	89 Crommer Heights Dr	Entered receipt of the underwriter's certification on 04/24/2023 (MIDDLE DEPT.)
23-0436	Middle Dept Inspection	05/09/23	310 Route 32	Entered receipt of the underwriters certificate on 05/09/2023. (Middledepartment insp)
23-0302	Middle Dept Inspection	05/12/23	3 Wesley Ct	
23-0525	Middle Dept Inspection	05/25/23	10 Wesley Ct	Entered receipt of the underwriter's certificate on 05/25/2023. (Middledepartment)
23-0649	Middle Dept Inspection	06/14/23	8 Wesley Ct	
23-0651	Middle Dept Inspection	06/27/23	112 Williamsburg Ct	
23-0749	Middle Dept Inspection	06/28/23	45 Old Post Rd	Received.
23-0352	Middle Dept Inspection	07/31/23	43 Westwood Dr	Entered receipt of the underwriters certificate on 07/31/2023.
22-1297	Middle Dept Inspection	09/11/23	8 Marino Dr	Received.
23-1041	Middle Dept Inspection	09/11/23	11 Blairwood Cres	Entered receipt of the underwriter's certificate on 09/11/2023.
23-1080	Middle Dept Inspection	09/20/23	9 Wesley Ct	
22-0297	Middle Dept Inspection	10/03/23	110 Williamsburg Ct	
21-1479	New York Electrical Insp	07/07/22	1248 Union Ave	Received. Inspector Al Shauger.
21-1478	New York Electrical Insp	07/07/22	1248 Union Ave	Received. Inspector Al Shauger.
22-0993	New York Electrical Insp	08/02/22	1248 Union Ave	Inspections On Time. Inspector Al Shauger.
22-1348	New York Electrical Insp	11/18/22	552 Grand Ave	Received.
22-1388	New York Electrical Insp	01/28/23	44 Winrona Ave	Entered receipt of the underwriter's certificate on 01/26/2023
23-0165	New York Electrical Insp	04/25/23	88 Lakeside Rd	Received.
23-0205	New York Electrical Insp	05/09/23	102 Old Post Rd	
23-0275	New York Electrical Insp	05/12/23	3 Hammond Ln	Received. Inspection on Time. Inspector Al Shauger.
23-0182	New York Electrical Insp	05/24/23	317 Sunrise Dr	Entered receipt of the underwriters certificate on 05/24/2023. (NY ELECTR. INSP.)
13-1022	New York Electrical Insp	08/18/23	121 Dogwood Ln	Entered receipt of the underwriter's certificate on 08/18/2023. (NY ELEC. INSP LLC)
19-0445	NV Certified Electrical Insp	04/16/19	22 Windwood Dr	Received underwriters certificate.
20-0434	NV Certified Electrical Insp	07/20/20	300 Lakeside Rd	Received underwriters certificate.
21-1166	NV Certified Electrical Insp	08/10/20	27 Cocoa Ln	Received underwriters certificate 08/10/2020. NY CERT. ELEC. INSP.
21-1107	NV Certified Electrical Insp	10/22/21	14 Odell Cir	Received underwriters certificate on 10/22/2021.
21-1365	NV Certified Electrical Insp	12/30/21	407 Frozen Ridge Rd	Received underwriters certificate on 12/22/2021.
22-0428	NV Certified Electrical Insp	03/04/22	200 N Fosterstown Dr	Received certificate.
21-0023	NV Certified Electrical Insp	08/18/22	40 Susan Dr	Received.
22-0064	NV Certified Electrical Insp	03/01/23	5 Sunday St	Entered receipt of the underwriter's certification on 03/01/2023 (NY CERT ELEC INSP)
22-0408	NV Certified Electrical Insp	03/07/23	929 Orchard Dr	
05-19420	NV Certified Electrical Insp	03/28/23	WellNow Urgent Care 1425 Route 300	
23-0526	NV Certified Electrical Insp	07/14/23	Messenger/Runway Realty 160 Route	Entered receipt of the underwriter's certificate on 07/14/2023.
22-1332	NV Certified Electrical Insp	07/17/23	92 Coach Ln	Entered receipt of the electrical certificate on 07/17/2023. (NY Cert Elec Insp)
23-0530	NV Certified Electrical Insp	07/20/23	Auricozone 1404 Route 300	Received.
23-0560	NV Certified Electrical Insp	08/06/23	23 Wintergreen Ave	
23-0195	NV Certified Electrical Insp	08/09/23	52 Vermont Dr	Received.
23-1302	NV Certified Electrical Insp	10/05/23	Blend Smoothie Bar Suite 4 39 North Plank Road	Received.
		10/10/23	830 Route 32	Entered receipt of the underwriters certificate.

Permit #	Inspector name	Date	Address	User note
23-0938	NY Certified Electrical Insp	10/20/23	10 Windwood Dr	
22-0615	NY Certified Electrical Insp	10/27/23	21 Barneman View Dr	
23-0341	NY Certified Electrical Insp	10/30/23	11 Sky View Ct	Entered receipt of the underwriter's certificate on 10/30/2023
18-0414	NY Electrical Inspections and Cor	07/10/18	121 Buckingham Dr	John Wierl
18-0441	NY Electrical Inspections and Cor	07/19/18	126 Barbara Dr	Received Underwriters Certificate.
20-0244	NY Electrical Inspections and Cor	09/02/20	14 Black Angus Ct	Received certificate. Inspector John Wierl.
21-1047	NY Electrical Inspections and Cor	11/01/21	18 McCall Pl	Received certificate. Inspector John Wierl.
21-1129	NY Electrical Inspections and Cor	01/18/22	83 Balmville Rd	Received certificate. Inspector John Wierl.
72-1684	NY Electrical Inspections and Cor	01/18/22	7 Echo Ln	
21-1282	NY Electrical Inspections and Cor	03/03/22	20 Estate Blvd	Received. Inspector John Wierl. SOLAR SYSTEM ONLY.
21-1232	NY Electrical Inspections and Cor	05/02/22	13 Yeoman Rd	
22-0403	NY Electrical Inspections and Cor	06/28/22	32 Copper Rock Rd	Entered receipt of the underwriter's certificate on 06/28/2022
22-0634	NY Electrical Inspections and Cor	07/11/22	11 Hy Vue Dr	Received. Inspector John Wierl.
22-0789	NY Electrical Inspections and Cor	10/25/22	19 Brooker Dr	
23-0062	NY Electrical Inspections and Cor	01/27/23	8 Bainbridge Pl Unit 806	Received. Inspector John Wierl.
22-0380	NY Electrical Inspections and Cor	02/09/23	22 Williams Ave	Entered receipt of the underwriters certificate on 02/09/2023 (NY ELEC INSP & CNSLT LLC)
18-0576	NY Electrical Inspections and Cor	04/21/23	Fusion at Union Suite 1 1400 Route 300	
23-0380	NY Electrical Inspections and Cor	05/02/23	37 Waring Rd	
23-0101	NY Electrical Inspections and Cor	05/09/23	8 Bainbridge Pl Unit 806	Received. Inspector John Wierl.
23-0586	NY Electrical Inspections and Cor	05/22/23	32 Waring Rd	
23-0515	NY Electrical Inspections and Cor	06/27/23	43 Waring Rd	
23-0539	NY Electrical Inspections and Cor	07/03/23	25 Carriage Dr	
22-0972	NY Electrical Inspections and Cor	07/13/23	4 Lancer Dr	Entered receipt of the underwriter's certificate on 07/13/2023 (NY Elec Insp and Cnslt.
22-1128	NY Electrical Inspections and Cor	08/03/23	220 Sunset Cove Rd	
23-0807	NY Electrical Inspections and Cor	08/16/23	520 Upper Ave	Inspector John Wierl
23-0662	NY Electrical Inspections and Cor	08/16/23	18 Sulky Dr	Inspector John Wierl
23-0804	NY Electrical Inspections and Cor	08/16/23	931 Route 32	Inspector John Wierl
23-0728	NY Electrical Inspections and Cor	08/16/23	58 Coach Ln	Entered receipt of the underwriters certificate on 08/16/2023 (NY Elec Ins and Cnslt)
21-0055	NY Electrical Inspections and Cor	08/30/23	37 Harcourt Cosman Dr	
21-0490	NY Electrical Inspections and Cor	08/30/23	32 Calvin Ln	Entered receipt of the underwriter's certificate on 09/13/2023
23-0368	NY Electrical Inspections and Cor	09/13/23	24 Gould Pl	Received. Inspector John Wierl.
23-0524	NY Electrical Inspections and Cor	09/18/23	3 Post Pl	John Wierl.
23-0423	NY Electrical Inspections and Cor	09/25/23	182 Fletcher Dr N	Received. John Wierl.
23-0163	NY Electrical Inspections and Cor	09/25/23	127 Heather Cir	Entered receipt of the underwriter's certificate on 09/25/2023.
23-0310	NY Electrical Inspections and Cor	10/20/23	32 Ambassador Ln	Inspector John Wierl.
22-1114	NY Electrical Inspections and Cor	10/26/23	1855 Route 32	Entered receipt of underwriter's certifiat
22-0424	Other - Previous Inspector	07/13/22	17 Hob St	Inspections on Time
22-0601	Other - Previous Inspector	08/11/22	6 Sloane Rd	Inspections on Time
21-1035	Other - Previous Inspector	11/01/22	409 Quaker St	Inspections on Time
21-1020	Other - Previous Inspector	11/02/22	120 Valley View Dr	Inspections on Time
22-0963	Other - Previous Inspector	01/10/23	210 Edgewood Dr N	Inspections on Time
22-0520	Other - Previous Inspector	08/21/23	2 Ashley Dr	Inspections On Time
23-0972	Other - Previous Inspector	08/29/23	9 Terry Ave	Entered receipt of the underwriter's certificate on 08/29/2023 (SAS Electrical Inspections.
18-0700	Swanson Consulting Inc	08/16/18	630 River Rd	Received underwriters certificate
19-1088	Swanson Consulting Inc	01/10/20	5 Peter Ave	Received certificate.
11-23798	Swanson Consulting Inc	06/10/20	575 Lakeside Rd	Received underwriters certificate.
20-0641	Swanson Consulting Inc	08/24/20	400 Plum Ct	Received underwriters certificate.
19-1189	Swanson Consulting Inc	10/20/20	Noches De Colombia Restaurant 16 N	Received certificate.
20-1141	Swanson Consulting Inc	01/21/21	1 Willow Brook Dr	Received certificate. Inspector J.O. Swanson.
20-0740	Swanson Consulting Inc	05/18/21	3 Kallyn Court	Received underwriters certificate on 05/18/2021.
22-0112	Swanson Consulting Inc	05/24/22	4 Gursch Estates Dr	
21-1038	Swanson Consulting Inc	06/16/22	16 Lattitown Rd	Received. Inspector John Hamilton.
22-0432	Swanson Consulting Inc	06/16/22	170 Fletcher Dr N	

Permit #	Inspector name	Date	Address	User note
21-1328	Swanson Consulting Inc	07/28/22	163 Lakeside Rd	Entered receipt of underwriter's certificate on 07/28/2022. / Swanson
22-0466	Swanson Consulting Inc	08/04/22	34 Brandyswire Xing	Received. Inspector John Hamilton.
22-0850	Swanson Consulting Inc	10/13/22	189 Fletcher Dr N	Received. Inspector John Hamilton.
22-0957	Swanson Consulting Inc	10/31/22	1 Willow Brook Dr	
22-0949	Swanson Consulting Inc	11/10/22	35 Sommerfield Dr	Entered receipt of the underwriters certificate on 11/10/2022 (Swanson Crnst. Inc.)
22-1106	Swanson Consulting Inc	11/10/22	8 Dennis Rd	
22-0956	Swanson Consulting Inc	12/20/22	283 Carter Ave	Received. House and garage.
22-0953	Swanson Consulting Inc	12/21/22	32 Sommerfield Dr	
22-1193	Swanson Consulting Inc	12/23/22	1242 Oak St	Entered receipt of the underwriters certificate on 12/23/2022. (Swanson Crnst.)
22-1323	Swanson Consulting Inc	01/10/23	21 Coventry Ln	Received. Inspector John Hamilton.
22-1314	Swanson Consulting Inc	01/24/23	10 Picese Dr	Received. Meter #1. Inspector John Hamilton. Received meter #2. Inspector John Hamilton.
22-1268	Swanson Consulting Inc	01/26/23	302 Parr Meadow Dr	
22-1344	Swanson Consulting Inc	01/30/23	53 Fifth Ave	Entered receipt of the underwriter's certificate on 01/30/2023 Swanson Crnst.)
22-0861	Swanson Consulting Inc	02/16/23	223 Lakeside Rd	Received. Inspector John Hamilton.
23-0061	Swanson Consulting Inc	02/16/23	5 Taylor Ln	
22-1380	Swanson Consulting Inc	03/07/23	9 Frozen Ridge Rd	Entered receipt of the underwriter's certificate on 03/07/2023 Swanson Crnst.)
23-0087	Swanson Consulting Inc	03/13/23	567 Grand Ave	Entered receipt of the underwriter's certificate on 03/13/2023 (Swanson Crnst.)
22-1103	Swanson Consulting Inc	04/14/23	41 Wildwood Dr	Entered receipt of the underwriter's certificate on 04/14/2023 (Swanson Crnst.)
23-0189	Swanson Consulting Inc	04/14/23	16 Rambleswood Dr	Received. Inspector John Hamilton.
23-0212	Swanson Consulting Inc	04/17/23	1 Neversink Dr	Received. Inspector John Hamilton.
23-0241	Swanson Consulting Inc	05/02/23	20 Villilla Pl	Received. Inspector John Hamilton.
23-0345	Swanson Consulting Inc	05/16/23	206 E Meadow Wind Ln	Received. Inspector Emanuele Labianca.
23-0382	Swanson Consulting Inc	05/26/23	1541 Route 300	Received. Inspector Emanuele Labianca.
23-0479	Swanson Consulting Inc	05/31/23	120 Hibbing Way	
23-0480	Swanson Consulting Inc	06/05/23	5 Spruce Ave	
23-0478	Swanson Consulting Inc	06/06/23	8 Terrizzi Dr	Received. Inspector Emanuele Labianca.
23-0509	Swanson Consulting Inc	06/15/23	15 N Hill Ln	
23-0582	Swanson Consulting Inc	07/10/23	40 Merritt Ln	Entered receipt of the underwriters certificate on 07/10/2023 (Swanson Crnst.)
23-0637	Swanson Consulting Inc	07/11/23	110 Carmel Rd	Received. Inspector Emanuele Labianca.
23-0638	Swanson Consulting Inc	07/13/23	32 Ramblewood Dr	Inspector Emanuele Labianca.
23-0691	Swanson Consulting Inc	07/13/23	157 Mill St	Entered receipt of the underwriters certificate on 07/18/2023. (Swanson)
23-0690	Swanson Consulting Inc	07/18/23	36 Wildwood Dr	
23-0652	Swanson Consulting Inc	07/20/23	45 Wildwood Dr	
23-0710	Swanson Consulting Inc	07/26/23	12 Academy St	Entered receipt of the underwriters certificate on 07/26/2023 (Swanson Crnst.)
23-0747	Swanson Consulting Inc	07/26/23	3 Dapple Ter	Received. Inspector John Hamilton.
23-0594	Swanson Consulting Inc	07/26/23	78 East Rd	Inspector John Hamilton.
23-0154	Swanson Consulting Inc	07/28/23	368 Carter Ave	
22-1093	Swanson Consulting Inc	08/01/23	373 S Plank Rd	
23-0768	Swanson Consulting Inc	08/01/23	42 Wildwood Dr	Entered receipt of the underwriters certificate on 08/01/2023. (Swanson Crnst.)
23-0680	Swanson Consulting Inc	08/03/23	105 Wood St	Received. Inspector Emanuele Labianca.
23-0657	Swanson Consulting Inc	08/15/23	42 Hibbing Way	Inspector John Hamilton.
23-0986	Swanson Consulting Inc	08/18/23	733 River Rd	Received. Inspector John Hamilton.
23-0900	Swanson Consulting Inc	08/21/23	79 Hickory Hill Rd	
23-0746	Swanson Consulting Inc	08/22/23	13 Linda Dr	Received
23-0889	Swanson Consulting Inc	08/24/23	384 Rock Cut Rd	
23-0961	Swanson Consulting Inc	08/28/23	200 Sara Ln	Entered receipt of the underwriter's certificate on 08/28/2023 (Swanson))
23-0924	Swanson Consulting Inc	09/01/23	121 Coach Ln	
23-1024	Swanson Consulting Inc	09/05/23	41 Sicane Rd	
23-0908	Swanson Consulting Inc	09/12/23	171 N Plank Rd	Received. Inspector Emanuele Labianca.
23-0751	Swanson Consulting Inc	09/28/23	18 Ashwood Ter	Entered receipt of the underwriter's certificate on 09/28/2023
23-1104	Swanson Consulting Inc	10/13/23	27 Crown Blvd	Inspector Adam Frank. Specifically says whole house NOT INCLUDING KITCHEN
23-0294	Swanson Consulting Inc	10/18/23	10 Peaceful Ct	Inspector John Hamilton.
23-0355	Swanson Consulting Inc	10/23/23	71 Prospect Hill Rd	Inspector Emanuele Labianca.
	Swanson Consulting Inc	10/30/23	3 Pommel Dr	Inspector Emanuele Labianca.

Permit #	Inspector name	Date	Address	User note
23-1121	Swanson Consulting Inc	11/07/23	15 Sloane Rd	Entered receipt of the underwriter's certifier on 11/07/2023
19-0751	Tri State Inspection	06/24/20	685 Gardnertown Rd	Received certificate. Virny Ambrosio
22-0240	Tri State Inspection	06/07/22	14 Jodi Dr	Received.
22-0386	Tri State Inspection	08/30/22	25 Jacks Pond Rd	Received.
22-0545	Tri State Inspection	09/30/22	139 N Fosterown Dr	Entered receipt of the underwriter's certificate on 09/22/2022 / Tri State Insp.
20-1171	Tri State Inspection	09/22/22	26 Susan Dr	
22-0647	Tri State Inspection	09/29/22	36 Commonwealth Ave	
22-0457	Tri State Inspection	11/28/22	214 E Meadow Wind Ln	ENTERED RECEIPT OF THE UNDERWRITERS CERTIFICATE ON 11/28/2022 (Tri State)
22-0790	Tri State Inspection	11/28/22	52 Copper Rock Rd	ENTERED RECEIPT OF THE UNDERWRITERS CERTIFICATE ON 11/28/2022 (Tri State Insp.)
22-0680	Tri State Inspection	01/13/23	Hooper 64 Rock Cut Rd	Received.
22-1351	Tri State Inspection	02/03/23	89 Monarch Dr	Entered receipt of the electrical underwriter's certification on 09/15/2023 Tri State
22-0491	Tri State Inspection	09/15/23	22 Crown Blvd	Received.
22-0385	Tri State Inspection	09/18/23	129 Foxwood Dr S	Entered receipt of the electrical underwriter's certification on 09/15/2023 Tri State
19-1053	Tri State Inspection	10/26/23	8 Commonwealth Ave	Electrical certificate does not bear the permit #.
21-1025	Z3 Consultants Inc	03/23/22	Dr Warden 1463 Route 300	
22-0442	Z3 Consultants Inc	09/16/22	19 Maine Dr	Entered receipt of the underwriters certificate on 09/16/2022 / Z-3 Consultants
22-0727	Z3 Consultants Inc	11/02/22	3 Overlook Dr	Entered receipt of the underwriter's certificate on 11/02/2022. Z-3 Consultants
22-1219	Z3 Consultants Inc	11/28/22	12 Weaver Rd	Received.
23-0065	Z3 Consultants Inc	03/22/23	10 Pat Rd	Entered receipt of the underwriters certificate on 03/22/2023 (Z-3 Cnst.) Certificate shows (2) violations of the NEC
22-0733	Z3 Consultants Inc	05/10/23	Smokes For Less 59 North Plank Rd.	Received.
23-0065	Z3 Consultants Inc	06/09/23	10 Pat Rd	Received second certificate showing the violations were corrected.