



**ZARIN &  
STEINMETZ**

Daniel M. Richmond  
dmrichmond@zarin-steinmetz.com

Lisa #7

January 3, 2024

Supervisor Gil Piaquadio  
and the Honorable Town Council of the  
Town of Newburgh  
1496 Route 300  
Newburgh, New York 12550

**Re: Gardner Ridge  
Gardnertown Road Section 75 Block 1 Lot 4.12**

Dear Supervisor Piaquadio and the Honorable Town Council:

As you will recall, this firm, in coordination with Darren Doce of Vincent J. Doce Associates, Thomas B. Olley, P.E., P.L.L.C., and Philip Grealy, Ph.D, P.E. of Colliers Engineering and Design, represents Gardner Ridge Associates (the "Applicant") in connection with its proposal to develop a residential project at the above-referenced site pursuant to the gross density provisions of Section 185-48 of the Town of Newburgh Zoning Code. The Project consists of 144 units in 6 buildings, including 36 age-restricted units (the "Project") By this letter, the Applicant respectfully requests that the Town Board authorize the Planning Board to modify those sections of the Town Zoning Code, including with respect to density, to allow for the Project.

By way of background, your Board, by letter to the Town Planning Board, dated June 2, 2023, advised the Planning Board to continue with its review of the Project pursuant to Zoning Code Section 185-48. The Applicant thereafter continued to proceed before the Planning Board and coordinated with the Town's staff and consultants, including the Town Highway Superintendent, and revised its Project plans pursuant to those meetings and discussions. The Project, inter alia, conforms to the conditions of your Board's June 2<sup>nd</sup> Letter, including by providing a separate emergency access to the Project acceptable to the Planning Board and the Fire Department, and the Applicant agrees to receive municipal sewer service pursuant to an outside users agreement, which includes payment of an outside user fee. Moreover, the Applicant reiterates its commitment to leasing the Project's age restricted units subject to the U.S. Department of Housing and Urban Development affordability requirements of 80% of the area median income ("AMI") and to have this commitment memorialized in a recordable instrument.

The Planning Board held a Public Hearing on the Project on December 21, 2023 and issued a Negative Declaration for the Project pursuant to the State Environmental Quality Review Act ("SEQRA"). Accordingly, the Applicant now returns to your Board to request that it authorize the Planning Board to modify those sections of the Town Zoning Code, including with respect to density, to allow for the Project.

We look forward to appearing before your Board at its next available Agenda to discuss this request and answer any questions that your Board may have.

As always, we appreciate your Board's time and attention. Please let us know if the Board has any questions or would like us to discuss anything.

Very truly yours

By ·



Daniel M. Richmond  
Brian T. Sinsabaugh

cc: Darren Doce,  
Vincent J. Doce Associates  
Thomas B. Olley, P.E., P.L.L.C  
Philip Grealy, Ph.D, P.E.,  
Colliers Engineering and Design



#8A Lisa

**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: Charlene Black, Personnel

FROM: Jim Presutti, Commissioner

DATE: January 10, 2024

RE: Part Time Laborer Position

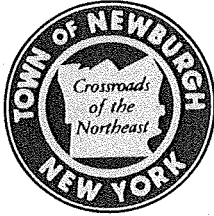
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We are requesting your approval to begin the process to hire a Part Time Laborer to replace Mr. Frank Ferguson. The funds for this position are available in the 2024 Budget.

Thank you for your consideration.

Regards,

Jim Presutti



**TOWN OF NEWBURGH RECREATION DEPARTMENT**

311 ROUTE 32, NEWBURGH, NY 12550

#8B  
Lisa

**Jim Presutti**

Commissioner of Parks, Recreation & Conservation

845-564-7815

FAX: 845-564-7827

TO: Gil Piaquadio, Supervisor  
Town Board Members

CC: Charlene Black, Personnel

FROM: Jim Presutti, Commissioner

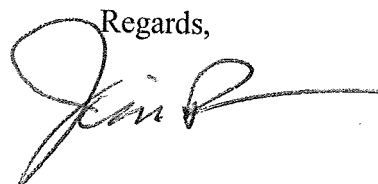
DATE: January 4, 2024

RE: Full Time Recreation Aide

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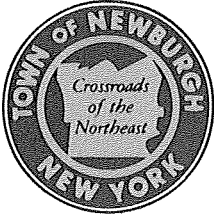
We are requesting your approval to begin the process to hire a full time Recreation Aide to replace Mr. James Nenni III who has recently resigned. The funds for this position are available in the 2024 Budget.

Thank you for your consideration.

Regards,  


Jim Presutti





#8C  
**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

FROM: Jim Presutti, Commissioner

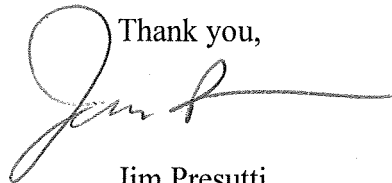
DATE: January 04, 2024

RE: 2024 O.C. USSSA Umpires Service Agreement

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Please find attached the 2024 Service Agreement for the Orange County USSSA Umpires Association for your approval.

The rate for the 2024 season has remained the same as last year. The agreement is set for two officials at \$37 each per slow pitch softball game.

Thank you,  
  
Jim Presutti

SERVICE AGREEMENT

ORANGE COUNTY USSSA UMPIRES ASSOCIATION

The following agreement is between the ORANGE COUNTY USSSA UMPIRES ASSOCIATION and the Town of Newburgh Softball Leagues

This working agreement is for providing 2 officials to officiate softball games for the 2024 season at the rate of \$74.00 per game. (~~\$37.00~~ per umpire)

GAMES - League schedules and additional league rules shall be provided to the association two (2) weeks prior to the start of the season.

PAYMENT - All teams shall be registered with the UNITED STATES SPECIALTY SPORTS ASSOCIATION for the season. (\$25 per team) Payments for scheduled games must be made monthly in advance or acceptable method. ONLY league checks or money orders will be accepted for payment. Checks are to be made payable to the O. C. USSSA. The final season payment with any financial adjustments for games not played, shall be paid within one (1) week of the final games played.

OFFICIALS - Officials will be certified by the assigning association and will perform as independent contractors.

CANCELLED/RESCHEDULED GAMES - A phone number of a league official who is responsible for the cancellation of games due to weather related conditions shall be provided. This number must be activated with information pertaining to the cancellation one (1) hour prior to scheduled game times.

If umpires are not notified of cancellation and show up at game site they shall receive full payment. If the games are started and then weather/playing conditions cause suspension of the game, the umpires will receive full payment. If an umpire works alone he shall be compensated by payment of 150 0/0 of fee.

RESCHEDULED GAMES must be coordinated with the officials association assigner.

TERMINATION - This agreement may be terminated by mutual consent of the league and the officials association. This only applies to future game assignments; it would not apply to payment due officials for games previously worked.

CHECK GAME TYPE Slow Pitch X Modified Pitch

LEAGUE OFFICIAL J. S. G.

UMPIRES OFFICIAL Dat



#88

## 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

**REVISED**

TO: Gil Piaquadio, Supervisor  
Town Board Members

CC: Lisa Ayers, Town Clerk

FROM: Jim Presutti, Commissioner

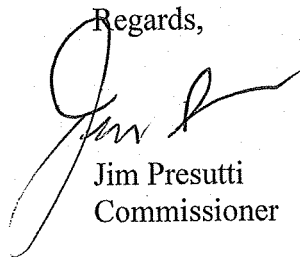
DATE: January 16, 2024

RE: Sealed Bus Bid Request

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The Recreation Department is requesting the Town Board to establish a sealed bid for 2024 busing. Senior citizen, youth/adult and summer camp trips are attached with dates, times and destinations. A copy of the bid package is also attached.

Regards,



Jim Presutti  
Commissioner

Bus Trips - Town of Newburgh Recreation - 2024  
49 or 56 passenger Motor Coach with lavatory and DVD player

Item #	Date of Trip	Destination (All are round Trip)	Depart Trip	Approx. Return Time	# of Buses Needed	Price per 49 pass.	Price per 56 pass.
1	3/12/24	Aqua Turf 556 Mulberry St., Plantsville, CT 06479	9:30am RC	5:00pm RC	1		
2	6/8/24	Goshen Stampede - Goshen Fair Grounds 116 Old Middle St., Goshen, CT 06756	9:30am RC	6:00pm RC	1		
3	6/27/24	Essex Steam Train & Railroad 1 Railroad Ave., Essex, CT 06426	8:30am RC	5:00pm RC	1		
4	7/16/24	Brownstone 351 West Broadway, Paterson, NJ 07522	10:00am RC	5:00pm RC	1		
5	8/13/24	NYC Ferry Terminal East 35th St., New York, NY 10002	8:00am RC	3:30pm RC	1		
6	9/10/24	Villa Roma Resorts 356 Villa Roma Rd, Callicoon, NY 12723	9:00am RC	5:30pm RC	1		
7	9/28/24	Sesame Place 100 Sesame Rd., Langhorne, PA 19047	8:00am RC	6:30pm RC	1		
8	10/8/24	Silver Birches 205 PA-507, Hawley, PA 18428	8:30am RC	5:00pm RC	1		
9	11/12/24	Hotel Anthracite 25 S. Main St., Carbondale, PA 18407	9:00am RC	5:30pm RC	1		
10	11/23/24	New York Botanical Garden 2900 Southern Blvd., Bronx NY 10458	8:30am RC	3:30pm RC	1		
11	12/17/24	The Brownstone 351 W. Broadway, Paterson, NJ 07522	10:00am RC	5:00pm RC	1		

Please note:

Trips are subject to cancellation due to lack of enrollment or adverse weather conditions up to 48 hrs before trip.  
This list is subject to increase as special events, tickets and shows may come up during the course of the year.

**CLP = Chadwick Lake Park (1702 Route 300 Newburgh)**

**RC = Recreation Center (311 Route 32 Town of Newburgh)**

**Desmond = Desmond Center (6 Albany Post Road)**

**Bus Company:**

**Address:**

**Contact person:**

**Phone #:**

**Town of Newburgh Recreation -- Bus Schedule-Camp Chadwick 2024**

Page 2 of 2

**Pricing for School Buses (44 adult, 66 children)****All are Round Trips - From Chadwick Lake Park (1702 Route 300)**

Item #	Date	Destination	Depart Time	Approx. Return Time	# of Buses Needed	Cost Per Bus
1	7/2/2024	Splashdown - Fishkill, NY	9:30am CLP	4:30pm CLP	5	
2	7/5/2024	Kruckers - Pomona, NY	9:00am CLP	4:30pm CLP	5	
3	7/10/2024	Howe Caverns - Howes Cave, NY	8:30am CLP	5:00pm CLP	5	
4	7/17/2024	Medieval Times - Lyndhurst, NJ	9:00am CLP	4:00pm CLP	5	
5	7/24/2024	Rockland Boulders - Clover Stadium Pomona, NY	9:00am CLP	3:00pm CLP	5	
6	7/26/2024	Showtime Cinema, Newburgh, NY	9:30am CLP	12:00pm CLP	5	
7	7/31/2024	Mountain Creek - Vernon, NJ	9:00am CLP	6:00pm CLP	5	
8	8/2/2024	Club Getaway - Kent, CT	8:30am CLP	6:00pm CLP	1	
9	8/7/2024	Lake Compounce - Bristol, CT	8:30am CLP	7:00pm CLP	5	
10	8/14/2024	Camelback Beach - Tannersville, PA	8:00am CLP	7:30pm CLP	5	

Please note:

Trips are subject to cancellation due to lack of enrollment or adverse weather conditions up to 48 hrs before trip.  
This list is subject to increase as special events, tickets and shows may come up during the course of the year.

**CLP = Chadwick Lake Park (1700 Route 300 Newburgh)**

Bus Company:

Address:

Contact Person:

Phone #:

TOWN OF NEWBURGH  
EQUIPMENT SPECIFICATIONS  
CHARTER BUS SERVICE  
FOR RECREATION DEPARTMENT TRIP PROGRAM

1. All buses must be model year **2019** or newer and equipped with anti-lock brakes.
2. The exterior of the bus must be well painted and clean with no signs of damage.
3. The interior of the bus must be clean with upholstery and flooring in good condition.
4. All on-board restroom facilities must be completely functioning and clean. Restrooms must be serviced as often as necessary to avoid offensive odors in the rear portion of the bus.
5. Air-conditioning and heating must be in excellent working order.
6. All buses provided for scheduled trips **MUST** be in good condition and meet all Department of Transportation, Federal Highway Administration rules, regulations and guidelines. All maintenance records for buses to be provided must be available to the Town of Newburgh for inspection.
7. If an inspection of your bus or buses is requested by the Town of Newburgh, the inspection should take place within ten (10) working days of request. The records for the bus or buses **MUST BE WITH THE BUS OR BUSES AT THE TIME OF THE INSPECTION**. Failure to provide these records will eliminate your bid from consideration.
8. Vendor will be responsible for compliance with all DOT/FHWA regulations with regard to their service for The Town of Newburgh bus trip. If more than one (1) driver per bus is needed based on the bid itinerary, it is the vendor's responsibility to determine this need.
9. Any backup or replacement buses used must meet the same criteria as originally required in the bid specifications.
10. Buses shall have a capacity of at least 49 passengers plus driver, except, if the trip list specifies a larger passenger capacity, the bus provided must have at least that capacity.

Bidders shall specify the equipment proposed to be used in fulfilling the contract. Sufficient information to identify and assess the equipment shall be provided. As a minimum, provide the number of units, make, model, age, mileage, condition, style and capacity of the equipment that is proposed to be provided.

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TOWN OF NEWBURGH  
INSURANCE SPECIFICATIONS  
CHARTER BUS SERVICE  
FOR RECREATION DEPARTMENT TRIP PROGRAM

The successful bidder(s) shall supply and maintain insurance which defends, indemnifies and holds harmless the Town of Newburgh, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the contractor or third party under the direction or control of the contractor.

The required insurance coverage shall not be less than the following:

Workers Compensation:	Statutory Requirements
NY State Disability:	Statutory Requirements
General Liability:	\$3,000,000
Automobile Liability:	\$2,000,000

IF YOU DO NOT HAVE A CURRENT CERTIFICATE OF LIABILITY INSURANCE ON FILE WITH THE TOWN OF NEWBURGH TOWN CLERK, IT MUST BE SUBMITTED WITHIN FIVE (5) WORKING DAYS OF REQUEST, OR YOUR BID(S) WILL BE ELIMINATED FROM CONSIDERATION IN THE BID AWARD(S).

The successful bidder(s) must furnish the Town with a Certificate of Insurance prior to commencement of work showing coverage in effect. If the certificate will expire before the trip(s) will be taken, a new certificate must be received fifteen (15) days prior to the expiration of your current policy. Insurance certificates, in addition to proof of coverage, shall contain the standard Accord statement pertaining to written notification to the Town of Newburgh in the event of cancellation, with a thirty (30) day notification period.

INSURANCE CERTIFICATES SHALL NAME THE TOWN OF NEWBURGH AS AN ADDITIONAL INSURED PARTY AND SHALL STATE THAT ALL COVERAGE SHALL BE PRIMARY TO ANY OTHER INSURANCE COVERAGE HELD BY THE TOWN WITH RESPECT TO ACTS OR OMISSIONS OF THE NAMED INSURED.

A fax copy of the certificate may be sent to the Town Clerk for purposes of the bid, but the original certificate of insurance must be received by the Town Clerk at least five (5) days prior to the scheduled trip date.

The Town reserves the right to terminate the contract if the vendor fails to keep these policies in force for the above amounts or for the duration of the contract period.

TOWN OF NEWBURGH  
GENERAL SPECIFICATIONS, TERMS AND CONDITIONS  
CHARTER BUS SERVICE  
FOR RECREATION DEPARTMENT TRIP PROGRAM

**Terms and Conditions**

1. Bids are required to be submitted and will be awarded on an individual trip basis. If the vendor defaults in the performance of any trip, however, the Town reserves the right to terminate the bid award(s) to that vendor for all remaining awarded trips and to award the trip to the next lowest responsible bidder(s) for those trips.
2. The prices quoted herein, if accepted, will be considered guaranteed, unadjustable prices for the terms stated herein, unless otherwise so identified in other sections of this bid request.
3. The terms of the agreement awarded from this bid will commence on date of award and expire December 31, 2024, unless otherwise specified in this Request for Proposal/Quotation.
4. This bid agreement shall override any previous agreements for this item(s), except as otherwise provided herein.
5. The Town of Newburgh reserves the right to reject any and all bids if deemed in the best interest of the Town to do so. The Town shall have the authority to award orders, contracts, or services to the bidder(s) best meeting the specifications and conditions as judged solely by the Town.
6. All services shall be performed as described in this bid and shall comply in all respects with applicable Federal, State, County and Town Statutes and Codes.
7. The Town Board shall determine whether bid exceptions are minor in nature or represent a serious departure from the purpose and intent of the specifications and whether or not the best interests of the Town will be promoted by waiving original requirements and accepting exceptions.
8. The Town of Newburgh assumes no responsibility and no liability for costs incurred by bidders prior to the issuance of an agreement, contract or purchase order.
9. Vendors who submit a Proposal(s) in response to this bid may be required to give an oral presentation of their Proposal(s). The purpose of such presentation is to provide an opportunity for the vendor to clarify or elaborate on their bid.
10. Bids are solicited only from competent, experienced and financially qualified vendors who meet all the qualifications and or specifications of this bid document as determined solely by the Town of Newburgh.
11. The Town reserves the right to utilize transportation service from the successful bidder(s) for any and all programs and trips listed herein and to eliminate any program or trip location upon 48 hours notice before coach bus trips and 24 hours notice before school bus trips, at its discretion.
12. The Town reserves the right to request transportation service for additional programs and trips that are anticipated but cannot be identified at this time. Additional services needed shall be negotiated on an as needed basis based on trip location, time and service availability. The Town will solicit prices in accordance with its purchase policy guidelines.



## Payment for Work Performed

Payment will be made on the completion of each trip for service in accordance with the price schedule submitted by the successful bidder(s). The Town does not guarantee the actual number of each item that will actually be required. The Town shall be held harmless by the successful bidder(s) for lost revenue, profit or any other hardship due to the actual services procured during the award period.

## Bidder Qualification Requirements

1. Bids will only be accepted from thoroughly competent, experienced and financially qualified transportation service firms as determined solely by the Town of Newburgh. The bidder must demonstrate, upon request, that it has had five (5) years immediate acceptable prior experience in providing such services. The Town will be the sole judge as to any bidder's fulfillment of the stated requirements and qualifications.
2. All bidders must have a current and valid transportation business registration, licenses and permits as required by law at the time of bid submission and must remain valid for the entirety of the contract period.
3. All bidders and their commercial licensed drivers must hold a current and valid New York State Drivers License for providing this service.
4. All bidders shall be required to execute and submit a non-collusion statement with their bids in accordance with New York State law.
5. All bidders must supply at least three (3) references, including contact persons name, address and phone number for which they have provided similar services.

Firm  
Description  
Contact Person  
Phone #

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6. The successful bidder must comply with New York State Labor Laws.

It is mutually understood that the successful vendor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the Town of Newburgh. Failure to comply with this requirement will result in the cancellation of this contract.

### **Cancellation/Termination**

Any violation of the terms, conditions, requirements and/or non-performance of the contract shall result in immediate cancellation. The bid award may be immediately cancelled upon written notice for cause, including, but not limited to, the following:

- (1) failure to provide personnel or equipment to the Town's satisfaction or failure in any other way deliver to perform or provide service within the terms of contract;
- (2) failure of the equipment or service to meet specifications;
- (3) default by vendor in connection with any other prior Town of Newburgh trip;
- (4) misrepresentation by the vendor;
- (5) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the Town;
- (6) conflict of contract provisions with constitutional or statutory provisions of the laws of the State of New York or federal law; and
- (7) any other breach of contract.

The Town of Newburgh reserves the right without cause or penalty, to terminate the contract award at any time upon thirty (30) days written notice, when it has been determined to be in the best interest of the Town. Cancellation does not release the Vendor from its obligation to provide goods or services per the terms of the contract during the notification period.

As an authorized representative of the identified company, I accept all the terms and conditions identified in Request for Proposal.

Company Name and Address

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By: \_\_\_\_\_, an authorized representative  
*Signature*

Dated: \_\_\_\_\_

Print Name & Title

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Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

## CERTIFICATE OF NON-COLLUSION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, 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 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 or indirectly, 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.

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Name of Bidder

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Signature of Authorized Representative

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Title

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Name of Authorized Representative (Printed)

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Date

NOTICE TO BIDDERS  
21 BUS TRIPS  
DURING CALENDAR YEAR  
2024  
RECREATION DEPARTMENT  
TOWN OF NEWBURGH,  
NEW YORK

NOTICE IS HEREBY GIVEN that sealed bids will be accepted on behalf of the Town of Newburgh Town Board by the Town Clerk at 1496 Route 300, Newburgh, NY, 12550 until 10:00 a.m. prevailing time on \_\_\_\_\_, 2024, at which time bids will be publicly opened and read aloud in the meeting room of Town Hall.

BIDS SHALL BE SUBMITTED IN SEALED ENVELOPES to the above address given and shall bear on the face thereof the name and address of the bidder and the item being bid.

BIDS SHALL BE ON FORMS PROVIDED BY THE TOWN CLERK. Forms and detailed specifications are available to interested bidders between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday at the Town Clerk's Office.

BIDS are for 11 charter bus trips to various locations, the first of which will take place on March 12, 2024 and the last of which is scheduled for December 17, 2024. The buses shall have a capacity of at least 49 passengers plus driver and must be equipped with lavatory facilities. Also included for BIDS are 10 school bus trips to various locations, first of which will take place on July 2, 2024 and the last of which is scheduled for August 14, 2024.

BIDDERS will be requested to submit individual bids per trip. The Town reserves the right to award trips individually for each trip.

TRIPS to be bid upon are subject to cancellation due to lack of enrollment or adverse weather conditions up to 48 hours before the trip for coach bus trips and 24 hours for school bus trips. The list of trips is subject to increase as special events, tickets and shows may come up during the course of the year. At that time, the Recreation Department shall solicit prices in accordance with the Town's purchase policy.

THE LIST OF TRIPS is available as a part of the specifications available from the Town Clerk's office.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF NEWBURGH  
LISA M. VANCE-AYERS,  
TOWN CLERK



## TOWN OF NEWBURGH


1496 Route 300, Newburgh, New York 12550

#9A

PERSONNEL DEPT.

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

To: Supervisor Piaquadio, ✓  
Town Board

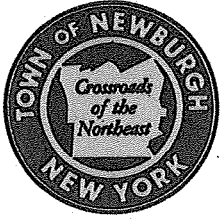
From: Charlene M Black, Personnel 

Date: January 8, 2024

Re: Full-Time Animal Control Officer

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Please find attached the Employee Request Form and a letter from Chief Campbell requesting the approval to hire Sacha Cherry as a Full-Time Animal Control Officer. The start date will be on or after January 29, 2024, pending all necessary paperwork, physical, drug/alcohol testing, and fingerprints, with a rate of pay of \$21.83 per hour per the CSEA Contract.



## **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**

01/04/2024

To: Newburgh Town Board

Cc: Charlene Black

From: Chief Donald B. Campbell

Subject: Full-time Animal Control Officer

I am requesting permission to hire Sacha Cherry as a Full-time Animal Control Officer at a starting rate of \$21.83 per hour pending the completion of a background and medical review. This is a budgeted position and we are looking for a start date on or after January 29<sup>th</sup> 2024 (Fund Appropriation 3510.5100)

Respectfully submitted,

Donald B. Campbell  
Chief of Police

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Sacha Cherry

DEPARTMENT: Animal Control

TITLE OF POSITION: Animal Control Officer

FULL TIME OR PART TIME: F/T

HOURLY RATE: \$21.83 per hour

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO NO

FUND APPROPRIATION NUMBER: 3510; 5100

PROPOSED HIRE DATE: 1/29/24

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

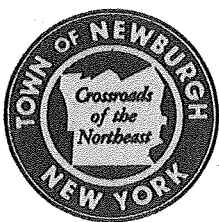
  
DEPARTMENT HEAD SIGNATURE

1/4/24  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT



#9B



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

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

*Guardian  
Veterinary  
Spendist*

\*Totaling: \$ 4,618.63

Canine: \$ 4,618.63

Feline: \$

Other: \$

# TOWN OF NEWBURGH

1496 ROUTE 300  
NEWBURGH. N.Y. 12550

## VOUCHER

DEPARTMENT

*Animal Control*

CLAIMANT'S  
NAME  
AND  
ADDRESS

*Guardian Veterinary Specialists  
4 Hardscrabble Heights  
Brewster NY 10509*

Order No.

DO NOT WRITE IN THIS BOX

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
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.

DATE

AUTHORIZED OFFICIAL

### APPROVAL FOR PAYMENT

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



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	ACCOUNT NO.	ACCOUNT NAME	TX TYPE	CHARGE	PAYMENT	BALANCE
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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

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  
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**STATEMENT FOR**

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

DATE PRINTED:

December 14, 2023

Date	Ref. No.	Desc. Ref.	Ref. 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  
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# STATEMENT FOR

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

DATE PRINTED:

December 14, 2023

QTY	ITEM	DATE	DR Type	Charges	Payments	Balance
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		

## 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.



# 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

QTY	DESCRIPTION	TX TYPE	CHARGE	PAYMENTS	BALANCE
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

\$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.



**GUARDIAN**  
VETERINARY SPECIALISTS  
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**STATEMENT FOR**

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

DATE PRINTED:

December 14, 2023

Item	Item No.	Desc	TX Type	Charged	Payments	Balance
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		

09-06-2023 926772 Invoice \$1217.34 \$3335.00

Guardian Veterinary Specialists

Qty	Description	Member	Total
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**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  
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**STATEMENT FOR**  
Town Of Newburgh Police Department  
300 Gardner Town Road  
Newburgh, NY, 12550

DATE PRINTED:

December 14, 2023

QTY	DESCRIPTION	TX TYPE	CHARGES	PAYMENTS	BALANCE
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**  
\$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  
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**STATEMENT FOR**

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

DATE PRINTED:

December 14, 2023

DATE	REF. NO.	CHG. REF.	TX 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  
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**Email:** info@guardianvet.com

**STATEMENT FOR**

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

DATE PRINTED:

December 14, 2023

DATE	DESCRIPTION	DRUG NAME	QTY	UNIT	CHARGE	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**  
\$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

DATE	DESCRIPTION	QTY	PR Type	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  
\$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

Item	Ref No.	Chrgs Desc	Chrgs Type	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**

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  
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**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	Quantity	Unit Price	Total Price	Charged	Payment	Balance
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	

**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  
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**Email:** info@guardianvet.com

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

DATE PRINTED: December 14, 2023

Invoice	Item No.	Description	Quantity	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**  
\$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  
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**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.	Cust. Ref.	TX Type	Charges	Payments	Balance
0.93	Buprenex 0.3mg/ml (per ml)		Rob Hart, DVM, DACVS	\$21.84		
0.93	Buprenex 0.3mg/ml (per ml)		Rob Hart, DVM, DACVS	\$21.84		
0.93	Buprenex 0.3mg/ml (per ml)		Rob Hart, DVM, DACVS	\$21.84		
2.8	Cerenia 10mg/mL Inj (per ml)		Rob Hart, DVM, DACVS	\$29.79		
7	Pantoprazole Sodium 4mg/ml (per ml)		Rob Hart, DVM, DACVS	\$11.15		
7	Pantoprazole Sodium 4mg/ml (per ml)		Rob Hart, DVM, DACVS	\$11.15		
2.8	Enrofloxacin 100mg/mL Injectable (per ml)		Rob Hart, DVM, DACVS	\$9.26		
56	Metronidazole Inj 5mg/ml (per ml)		Rob Hart, DVM, DACVS	\$9.74		
56	Metronidazole Inj 5mg/ml (per ml)		Rob Hart, DVM, DACVS	\$9.74		
1.23	Carprofen Inj 50mg/ml (per ml)		Rob Hart, DVM, DACVS	\$17.09		
1.23	Carprofen Inj 50mg/ml (per ml)		Rob Hart, DVM, DACVS	\$17.09		
840	Unasyn 30mg/ml (per mg)		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.



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: 12/27/23

---

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

*N.V.H.*

\*Totaling: \$ 1750.65

Canine: \$ 523.01

Feline: \$ 1227.64

Other: \$



# TOWN OF NEWBURGH

1496 Route 300  
Newburgh, New York 12550  
(845) 564-4552

DEPARTMENT

*Animal Control*

CLAIMANT'S  
NAME  
AND  
ADDRESS

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

TERMS

Net 30 Days

DO NOT WRITE IN THIS BOX

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

Invoice #

Canine				
Dates	Quantity	Description of Materials or Services	Unit Price	Amount
11/30/23	872674			192.71 ✓
12/5/23	878816			197.80 ✓
12/7/23	873461			107.25 ✓
12/8/23	873618			7.25 ✓
12/9/23	878745			18.00 ✓
			TOTAL	523.01

## CLAIMANT'S CERTIFICATION

I, Dora M Cast, certify that the above account in the amount of \$ 523.01 is true and correct; that the same services and materials 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.

12/26/23

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.

12/27/23

Date

[Signature]

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](http://www.newburghvet.com)

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

**Printed:** 12-26-23 at 3:31p  
**Date:** 11-30-23  
**Account:** 19984  
**Invoice:** 872674

Date	For	Qty	Description	Price	Discount	Net Price
11-29-23	88-23 Roy	1	Neuter/Canine <1YR	393.00	305.00	88.00 **
11-29-23		1	-Isoflurane Gas Anesthesia			0.00
11-29-23		1	---PulseOximeterMonitoring w/Anes			0.00
11-29-23		1	-CapnographMonitoring w/Anesthe			0.00
11-29-23		1	-----Recovery in Heated Cage			0.00
11-29-23		0.04	-HydromorphoneInject 2mg/ml Con			0.00
11-29-23		1	Penicillin G Inject / ml (in hosp)	30.94	30.94	0.00 **
11-29-23		1	Oral, Topical medication administr	10.70	10.70	0.00 **
11-29-23		1	PEDICURE	19.30	19.30	0.00 **
11-29-23		1	Elizabethan Collar	30.00	10.50	19.50 **
11-29-23		1	Lyme,HW,Ehrlichia,Anaplasma 4D	109.00	80.00	29.00 **
11-29-23		1	CANINE RABIES / 1YEAR	58.00	40.00	18.00 **
11-29-23		1	Canine Dist/Aden/Para/Parvo #1	58.00	42.00	16.00 **
Your pet has been given the first in a series that requires revaccination every 3-4 weeks until your puppy is approximately 14-16 weeks of age. Occasionally, loss of appetite, listlessness, or localized discomfort may occur. If there is severe lethargy or facial swelling, call us for advice.						
11-29-23		1	Recommend-Fecal (please dropoff			0.00
Annual fecal microscopic exams are very important for the health of your pet and, since some worms are transmissible to humans, for the health of your family. Please bring us your pet's fecal sample at your earliest convenience						
11-29-23		1	Zoonoses			0.00
Discussed Zoonotic potential of intestinal parasites- in particular roundworms.						
11-29-23		1	Canine Respiratory Complex- Bord	58.00	42.75	15.25 **
Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have incresased risk of exposure....please be sure to have your pet boosted every 12 months.						
11-29-23		0.20	-TelazolInject Control Log / ml			0.00
11-29-23		3	Vetprofen Tablets 75mg Individual	20.55	19.26	1.29 **
11-29-23		14	Amoxicillin 100mg tab #358507	26.65	21.37	5.28 **
11-29-23		10	Trazodone 50mg tablets #358508	19.75	19.36	0.39 **

Total charges, this invoice...

192.71

\*\*Total discount included: 641.18

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

Reminders for: <b>88-23 Roy</b> (Weight: 20.0 lbs - 16w)		Last done
11/24	CANINE RABIES / 3 YEAR	
11/24	lyme,HW,Ehrlichia Accu Plus4(A	11-29-23
11/24	Canine Kennel Cough Vacc -1 ye	11-29-23
09/24	Pro-Heart 12 (51-100lbs)	
03/24	FECAL EXAM	
12/23	VANGUARD PUPPY 5 #2	

### **Doctor's Instructions**

#### **Neuter/Canine <1YR**

Your dog has been neutered. Please watch the surgical site for swelling or redness, and give antibiotics as directed. If there are skin sutures, please make an appointment to have them removed in 10 days.

---

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

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

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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](http://www.newburghvet.com)

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

**Printed:** 12-26-23 at 3:31p  
**Date:** 12-05-23  
**Account:** 19984  
**Invoice:** 873316

Date	For	Qty	Description	Price	Discount	Net Price
12-05-23	90-23 Dollar	1	Weight Monitoring			0.00
12-05-23		1	Neuter/Canine- Town of Newburgh	120.00	32.00	88.00 **
12-05-23		1	Anesthesia- Isoflurane	391.00	391.00	0.00 **
12-05-23		1	---BloodPressureMonitoring w/anes			0.00
12-05-23		1	---PulseOximeterMonitoring w/Anes			0.00
12-05-23		1	-CapnographMonitoring w/Anesthe			0.00
12-05-23		1	----Recovery in Heated Cage			0.00
12-05-23		1	----Warm Water Blanket in Surgery			0.00
12-05-23		1	PEDICURE	19.30	19.30	0.00 **
12-05-23		0.15	-HydromorphoneInject 10mg/ml Co			0.00
12-05-23		2.50	Penicillin G Inject / ml (in hosp)	32.35	32.35	0.00 **
12-05-23		1	Oral, Topical medication administr	10.70	10.70	0.00 **
12-05-23		0.50	-TelazolInject Control Log / ml			0.00
12-05-23		1	Canine Dist/A2/Parainfluenza/Parvo	58.00	42.00	16.00 **
Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI , the best available protection against Distemper,Adenovirus, Parvovirus, Parainfluenza,and Leptosiprosis						
12-05-23		1	Canine Respiratory Complex- Bord	58.00	42.75	15.25 **
Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have incresased risk of exposure....please be sure to have your pet boosted every 12 months.						
12-05-23		1	CANINE RABIES / 1YEAR	58.00	40.00	18.00 **
12-05-23		1	Lyme,HW,Ehrlichia,Anaplasma 4D	109.00	80.00	29.00 **
12-05-23		20	Amoxicillin 100mg tab #358902	30.55	23.01	7.54 **
12-05-23		5	Vetprofen Tablets 100mg Individual	23.30	20.35	2.95 **
12-05-23		20	Trazodone 100mg tablets #358904	24.75	23.19	1.56 **
12-05-23		1	Elizabethan Collar	30.00	10.50	19.50 **

Total charges, this invoice...

197.80

\*\*Total discount included: 767.15

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

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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](http://www.newburghvet.com)

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

**Printed:** 12-26-23 at 3:30p  
**Date:** 12-07-23  
**Account:** 19984  
**Invoice:** 873461

Date	For	Qty	Description	Price	Discount	Net Price
12-07-23	91-23 Adam	1	Canine Respiratory Complex- Bord Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have increased risk of exposure....please be sure to have your pet boosted every 12 months.	58.00	42.75	15.25 **
12-07-23		1	CANINE RABIES / 1YEAR	58.00	40.00	18.00 **
12-07-23		1	Canine Dist/A2/Parainfluenza/Parvo Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI , the best available protection against Distemper,Adenovirus, Parvovirus, Parainfluenza,and Leptosiprosis	58.00	42.00	16.00 **
12-07-23		1	Lyme,HW,Ehrlichia,Anaplasma 4D	109.00	80.00	29.00 **
12-07-23		1	Weight Monitoring			0.00
12-07-23		1	CONSULT / EXAM - Annual Wellne	85.00	56.00	29.00 **
Total charges, this invoice...						107.25
**Total discount included: 260.75						

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

Reminders for: <b>91-23 Adam</b> (Weight: 69.0 lbs - 3y)			Last done
12/24	CanineDist/Aden/Para/Parvo/Lep		
12/24	CANINE RABIES / 3 YEAR		
12/24	lyme,HW,Ehrlichia Accu Plus4(A		12-07-23
12/24	Canine Kennel Cough Vacc -1 ye		12-07-23
06/24	FECAL EXAM		
12/21	Pro-Heart 12 (51-100lbs)		

### 91-23 Adam's weight history (in lbs)

12-07-23	69.00
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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](http://www.newburghvet.com)

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

**Printed:** 12-26-23 at 3:30p  
**Date:** 12-08-23  
**Account:** 19984  
**Invoice:** 873618

Date	For	Qty	Description	Price	Discount	Net Price
12-08-23	91-23 Adam	90	Doxycycline 100mg Tablets #35911	97.65	90.40	7.25 **
Total charges, this invoice...						7.25
**Total discount included: 90.40						

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

Reminders for: <b>91-23 Adam</b> (Weight: 69.0 lbs - 3y)		Last done
12/24	CanineDist/Aden/Para/Parvo/Lep	
12/24	CANINE RABIES / 3 YEAR	
12/24	lyme,HW,Ehrlichia Accu Plus4(A	12-07-23
12/24	Canine Kennel Cough Vacc -1 ye	12-07-23
06/24	FECAL EXAM	
12/21	Pro-Heart 12 (51-100lbs)	

### **91-23 Adam's weight history** (in lbs)

12-07-23	69.00
----------	-------

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

CSA

# 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](http://www.newburghvet.com)

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

**Printed:** 12-26-23 at 3:30p  
**Date:** 12-09-23  
**Account:** 19984  
**Invoice:** 873745

Date	For	Qty Description	Price	Discount	Net Price
12-09-23	Makhani	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.

Reminders for: <b>Makhani</b>	Last done
12/24	CANINE RABIES / 3 YEAR
06/24	FECAL EXAM
06/24	Canine Kennel Cough Vacc -1 ye
12/23	<b>Pro-Heart 12 (51-100lbs)</b>
06/23	<b>HEARTWORM TEST</b>
03/23	<b>CANINE DIST/A2/PI/PARVOLEPTO1Y</b>

---

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

01/12/24

# TOWN OF NEWBURGH

1496 Route 300

Newburgh, New York 12550

(845) 564-4552

DEPARTMENT

*Animal Control*

CLAIMANT'S

NAME

Newburgh Veterinary Hospital

AND

ADDRESS

1716 Route 300

Newburgh, NY 12550

(845)564-2660

TERMS

Net 30 Days

DO NOT WRITE IN THIS BOX

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

Invoice #

<i>Feline</i>				
Dates	Quantity	Description of Materials or Services	Unit Price	Amount
11/29/23	872560			79.00 ✓
12/7/23	873459			21.25 ✓
12/12/23	874176			83.00 ✓
12/12/23	874177			152.45 ✓
12/13/23	874178			83.00 ✓
12/13/23	874179			79.00 ✓
12/16/23	874615			321.43 ✓
12/16/23	874707			197.95 ✓
12/16/23	874708			210.50 ✓
			TOTAL	1227.64

## CLAIMANT'S CERTIFICATION

*Dora M. Cast* certify that the above account in the amount of \$ *1227.64* is true  
 and correct; that the terms, services and charges herein charged were rendered to or for the municipality on the dates stated; that no part has been paid or collected; that  
 taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

*12/24/23*

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.

*12/27/23*

Date

*[Signature]*

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](http://www.newburghvet.com)

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

**Printed:** 12-26-23 at 3:35p  
**Date:** 11-29-23  
**Account:** 4417  
**Invoice:** 872560

Date	For	Qty	Description	Price	Discount	Net Price
11-24-23	62c-23 DOA	1	Shelter body care feline	85.00	6.00	79.00 **
Total charges, this invoice...						79.00
**Total discount included: 6.00						

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

---

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

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

# 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](http://www.newburghvet.com)

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

**Printed:** 12-26-23 at 3:35p  
**Date:** 12-07-23  
**Account:** 4417  
**Invoice:** 873459

Date	For	Qty	Description	Price	Discount	Net Price
12-07-23	54k-23 Tawny	1	Feline Rabies Vaccine / Purevax 1y 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.	60.00	38.75	21.25 **
11-30-23	60C-23 Lucky	1	Revolution Plus Cat 5.5-11lb Singl	23.70	23.70	0.00 **
Total charges, this invoice...						21.25
**Total discount included: 62.45						

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

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

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

CONFIDENTIAL

# 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](http://www.newburghvet.com)

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

**Printed:** 12-26-23 at 3:34p  
**Date:** 12-13-23  
**Account:** 4417  
**Invoice:** 874176

Date	For	Qty	Description	Price	Discount	Net Price
12-11-23	47k-23 Ruffus	1	NEUTER FELINE	144.00	97.50	46.50 **
12-11-23		0.06	BuprenorphineSR Inject/ml in hosp	36.42	36.42	0.00 **
12-11-23		0.20	Penicillin G Inject / ml (in hosp)	30.18	30.18	0.00 **
12-11-23		1	Onsior 6mg Individual Tabs	22.95	22.95	0.00 **
12-11-23		0.05	-TelazolInject Control Log / ml			0.00
12-11-23		1	PEDICURE	19.30	19.30	0.00 **
12-11-23		1	FeLV/ FIV Elisa SA260	143.00	143.00	0.00 **
12-11-23		1	FELINE RHINO/PANLEUK/CALICI	46.50	31.25	15.25 **
Your pet has been immunized against feline distemper, rhinotracheitis, and calicivirus. Occasionally listlessness, lethargy, or lack of appetite may occur. If severe listlessness or facial swelling occurs, please call us for advice.						
12-11-23		1	Feline Rabies Vaccine / Purevax 1y	60.00	38.75	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.						
12-12-23		1	Feline Leukemia Elisa Negative			0.00
12-12-23		1	FIV Elisa Negative			0.00
Total charges, this invoice...						83.00
**Total discount included: 419.35						

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

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

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



# 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](http://www.newburghvet.com)

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

**Printed:** 12-26-23 at 3:34p  
**Date:** 12-13-23  
**Account:** 4417  
**Invoice:** 874177

Date	For	Qty	Description	Price	Discount	Net Price	
12-11-23	49k-23 Luna	1	OHE Feline	134.00	46.00	88.00	**
12-11-23		0.06	BuprenorphineSR Inject/ml in hosp	36.42	36.42	0.00	**
12-11-23		0.20	Penicillin G Inject / ml (in hosp)	30.18	30.18	0.00	**
12-11-23		1	Onsior 6mg Individual Tabs	22.95	22.95	0.00	**
12-11-23		0.04	-TelazolInject Control Log / ml			0.00	
12-11-23		1	Anesthesia- Isoflurane	391.00	391.00	0.00	**
12-11-23		1	---BloodPressureMonitoring w/anes			0.00	
12-11-23		1	---PulseOximeterMonitoring w/Anes			0.00	
12-11-23		1	-CapnographMonitoring w/Anesthe			0.00	
12-11-23		1	-----Recovery in Heated Cage			0.00	
12-11-23		1	----Warm Water Blanket in Surgery			0.00	
12-11-23		1	PEDICURE	19.30	19.30	0.00	**
12-11-23		1	Elizabethan Collar	30.00	10.50	19.50	**
12-11-23		1	Amoxicillin Drops 15ml (50mg/ml)	31.85	23.40	8.45	**
12-11-23		1	FELINE RHINO/PANLEUK/CALICI	46.50	31.25	15.25	**
Your pet has been immunized against feline distemper, rhinotracheitis, and calicivirus. Occasionally listlessness, lethargy, or lack of appetite may occur. If severe listlessness or facial swelling occurs, please call us for advice.							
12-11-23		1	Feline Rabies Vaccine / Purevax 1y	60.00	38.75	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.							
12-11-23		1	FeLV/ FIV Elisa SA260	143.00	143.00	0.00	**
12-12-23		1	Feline Leukemia Elisa Negative			0.00	
12-12-23		1	FIV Elisa Negative			0.00	

Total charges, this invoice... 152.45

\*\*Total discount included: 792.75

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

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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](http://www.newburghvet.com)

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

**Printed:** 12-26-23 at 3:34p  
**Date:** 12-13-23  
**Account:** 4417  
**Invoice:** 874178

Date	For	Qty	Description	Price	Discount	Net Price
12-12-23	51k-23 Dallas	1	NEUTER FELINE	144.00	97.50	46.50 **
12-12-23		0.10	BuprenorphineSR Inject/ml outpati	40.90	40.90	0.00 **
12-12-23		0.25	Penicillin G Inject / ml Outpatient	30.21	30.21	0.00 **
12-12-23		0.05	-TelazolInject Control Log / ml			0.00
12-12-23		1	FELINE RHINO/PANLEUK/CALICI	46.50	31.25	15.25 **
Your pet has been immunized against feline distemper, rhinotracheitis, and calicivirus. Occasionally listlessness, lethargy, or lack of appetite may occur. If severe listlessness or facial swelling occurs, please call us for advice.						
12-12-23		1	PEDICURE	19.30	19.30	0.00 **
12-12-23		1	Weight Monitoring			0.00
12-12-23		1	Feline Rabies Vaccine / 1yr	60.00	38.75	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.						

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Total charges, this invoice... 83.00  
\*\*Total discount included: 257.91

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

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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](http://www.newburghvet.com)

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

**Printed:** 12-26-23 at 3:34p  
**Date:** 12-13-23  
**Account:** 4417  
**Invoice:** 874179

Date	For	Qty	Description	Price	Discount	Net Price
12-13-23	63C-23	1	Shelter body care feline	90.50	11.50	79.00 **
Total charges, this invoice...						79.00
**Total discount included: 11.50						

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.

COPY

## Newburgh Veterinary Hospital

"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

**Printed:** 12-26-23 at 3:33p  
**Date:** 12-18-23  
**Account:** 4417  
**Invoice:** 874615

Date	For	Qty	Description	Price	Discount	Net Price
12-15-23	48k-23 Rustle	1	NEUTER FELINE	144.00	97.50	46.50 **
12-15-23		0.15	-Buprenorphine SR/ER Inject/ml (3	40.57	40.57	0.00 **
12-15-23		0.20	Penicillin G Inject / ml (in hosp)	30.18	30.18	0.00 **
12-15-23		0.20	Onsior Inject/ ml (hosp)	33.82	33.82	0.00 **
12-15-23		0.05	-TelazolInject Control Log / ml			0.00
12-15-23		1	PEDICURE	19.30	19.30	0.00 **
12-15-23		1	FELINE RHINO/PANLEUK/CALICI	46.50	31.25	15.25 **
	Your pet has been immunized against feline distemper, rhinotracheitis, and calicivirus. Occasionally listlessness, lethargy, or lack of appetite may occur. If severe listlessness or facial swelling occurs, please call us for advice.					
12-15-23		1	Feline Rabies Vaccine / Purevax 1y	60.00	38.75	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.					
12-15-23	50k-23 Flannel	1	OHE FELINE	377.00	289.00	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.					
12-15-23		1	-Isoflurane Gas Anesthesia			0.00
12-15-23		1	---PulseOximeterMonitoring w/Anes			0.00
12-15-23		1	-CapnographMonitoring w/Anesthe			0.00
12-15-23		1	-----Recovery in Heated Cage			0.00
12-15-23		1	FELINE RHINO/PANLEUK/CALICI	46.50	31.25	15.25 **
	Your pet has been immunized against feline distemper, rhinotracheitis, and calicivirus. Occasionally listlessness, lethargy, or lack of appetite may occur. If severe listlessness or facial swelling occurs, please call us for advice.					
12-15-23		1	Feline Rabies Vaccine / Purevax 1y	60.00	38.75	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.					

12-15-23	0.10	BuprenorphineSR Inject/ml outpati	40.90	40.90	0.00	**
12-15-23	0.20	Penicillin G Inject / ml Outpatient	30.17	30.17	0.00	**
12-15-23	0.20	Onsior Inject/ ml (outpatient)	21.53	21.53	0.00	**
12-15-23	0.03	-TelazolInject Control Log / ml			0.00	
12-15-23	2	Onsior 6mg Individual Tabs #35961	28.35	21.37	6.98	**
12-15-23	1	Elizabethan Collar	30.00	10.50	19.50	**
12-15-23	1	Weight Monitoring			0.00	
12-15-23	1	Amoxicillin Drops 15ml (50mg/ml)	31.85	23.40	8.45	**
12-15-23	66C-23 Stray HB	1 Shelter body care feline	90.50	11.50	79.00	**

Total charges, this invoice...

321.43

\*\*Total discount included: 809.74

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](http://www.newburghvet.com)

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

**Printed:** 12-26-23 at 3:33p  
**Date:** 12-18-23  
**Account:** 4417  
**Invoice:** 874707

Date	For	Qty	Description	Price	Discount	Net Price
12-18-23	65k-23 Noel	1	Weight Monitoring			0.00
12-18-23		1	OHE FELINE	377.00	289.00	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.					
12-18-23		1	Anesthesia- Isoflurane	391.00	391.00	0.00 **
12-18-23		1	---BloodPressureMonitoring w/anes			0.00
12-18-23		1	---PulseOximeterMonitoring w/Anes			0.00
12-18-23		1	-CapnographMonitoring w/Anesthe			0.00
12-18-23		1	-----Recovery in Heated Cage			0.00
12-18-23		1	----Warm Water Blanket in Surgery			0.00
12-18-23		0.09	BuprenorphineSR Inject/ml in hosp	39.63	39.63	0.00 **
12-18-23		0.30	Penicillin G Inject / ml (in hosp)	30.28	30.28	0.00 **
12-18-23		1	Oral, Topical medication administr	10.70	10.70	0.00 **
12-18-23		0.06	-TelazolInject Control Log / ml			0.00
12-18-23		1	PEDICURE	19.30	19.30	0.00 **
12-18-23		1	Elizabethan Collar	30.00	10.50	19.50 **
12-18-23		1	FeLV/ FIV Elisa SA260	143.00	97.50	45.50 **
12-18-23		1	Feline Rabies Vaccine / Purevax 1y	60.00	38.75	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.					
12-18-23		1	FELINE RHINO/PANLEUK/CALICI	46.50	31.25	15.25 **
	Your pet has been immunized against feline distemper, rhinotracheitis, and calicivirus. Occasionally listlessness, lethargy, or lack of appetite may occur. If severe listlessness or facial swelling occurs, please call us for advice.					
12-18-23		1	Amoxicillin Drops 15ml (50mg/ml)	31.85	23.40	8.45 **

Total charges, this invoice...

197.95

\*\*Total discount included: 981.31

CONFIDENTIAL

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

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

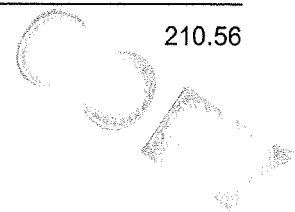
**Printed:** 12-26-23 at 3:33p  
**Date:** 12-18-23  
**Account:** 4417  
**Invoice:** 874708

Date	For	Qty	Description	Price	Discount	Net Price
12-18-23	64k-23 Holly	1	Weight Monitoring			0.00
12-18-23		1	OHE FELINE	377.00	289.00	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.					
12-18-23		1	Anesthesia- Isoflurane	391.00	391.00	0.00 **
12-18-23		1	---BloodPressureMonitoring w/anes			0.00
12-18-23		1	---PulseOximeterMonitoring w/Anes			0.00
12-18-23		1	-CapnographMonitoring w/Anesthe			0.00
12-18-23		1	----Recovery in Heated Cage			0.00
12-18-23		1	----Warm Water Blanket in Surgery			0.00
12-18-23		0.08	BuprenorphineSR Inject/ml in hosp	38.56	38.56	0.00 **
12-18-23		0.30	Penicillin G Inject / ml (in hosp)	30.28	30.28	0.00 **
12-18-23		1	Oral, Topical medication administr	10.70	10.70	0.00 **
12-18-23		0.06	-TelazolInject Control Log / ml			0.00
12-18-23		1	PEDICURE	19.30	19.30	0.00 **
12-18-23		1	Elizabethan Collar	30.00	10.50	19.50 **
12-18-23		1	Capstar Blue 11.4 mg 2-25 #			12.61
12-18-23		1	FeLV/ FIV Elisa SA260	143.00	97.50	45.50 **
12-18-23		1	Feline Rabies Vaccine / Purevax 1y	60.00	38.75	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.					
12-18-23		1	FELINE RHINO/PANLEUK/CALICI	46.50	31.25	15.25 **
	Your pet has been immunized against feline distemper, rhinotracheitis, and calicivirus. Occasionally listlessness, lethargy, or lack of appetite may occur. If severe listlessness or facial swelling occurs, please call us for advice.					
12-18-23		1	Amoxicillin Drops 15ml (50mg/ml)	31.85	23.40	8.45 **

Total charges, this invoice...

210.56

\*\*Total discount included: 980.24



#10A



## **Town of Newburgh**

Department of Public Works

308 Gardnertown Road

Newburgh, NY 12550

To: Gil Piaquadio; Town Supervisor and Town Board Members

From: Daniel Bertola; Water Supply Supervisor

Date: January 2, 2024

Subject: 2024 Bids

I request permission to advertise for bids on Water Treatment Chemicals and Alum Sludge Removal for the Water Supply Department. Please place this on the next available Town Board Meeting agenda.

Pending Town Board approval, I will coordinate with the Town Clerk to determine a date for publication of notices in the Town's official newspapers.

#10B



# TOWN OF NEWBURGH

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

Date: 1/17/2024

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:

Chemical costs for both CL and DAT

exceeded budget for 2023 and CL exceeded budget for sludge hauling resulting in the need to

transfer funds. In addition, with work done at DAT and CL unexpected expenses were incurred.

From:	Account Number:	<u>4001.5481</u>	Amount:	\$	52,500.00
	Account Description:	<u>Utilities, Fuel oil, Etc.</u>			
<b>Total From:</b>					<b>\$ 52,500.00</b>
=====					
To:	Account Number:	<u>4001.5457</u>	Amount:	\$	1,500.00
	Account Description:	<u>Sludge Hauling</u>			
To:	Account Number:	<u>4001.5459</u>	Amount:	\$	10,000.00
	Account Description:	<u>Chemicals</u>			
To:	Account Number:	<u>4001.5472</u>	Amount:	\$	41,000.00
	Account Description:	<u>Consultant Fees</u>			
<b>Total To:</b>					<b>\$ 52,500.00</b>

AND

From:	Account Number:	<u>4002.5481</u>	Amount:	\$	10,000.00
	Account Description:	<u>Utilities, Fuel oil, Etc.</u>			
<b>Total From:</b>					<b>\$ 10,000.00</b>
=====					
To:	Account Number:	<u>4002.5459</u>	Amount:	\$	9,000.00
	Account Description:	<u>Chemicals</u>			
To:	Account Number:	<u>4002.5497</u>	Amount:	\$	1,000.00
	Account Description:	<u>Maint Cont/Lease/Rentals</u>			
<b>Total To:</b>					<b>\$ 10,000.00</b>

James Osborn  
Department Head Signature

Gil Piaquadio, Town Supervisor




# HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD  
NEWBURGH, NEW YORK 12550

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

MARK HALL  
HIGHWAY SUPERINTENDENT

To: Gil Piaquadio, Supervisor & Town Board Members ✓  
From: Mark Hall, Highway Superintendent   
Date: January 2, 2024  
Re: HEM Employee

I am requesting permission to be able to post the position of a Full Time HEM for the Highway Department. As appropriated in the 2024 budget.

If you have questions, feel free to contact me. Thank you.

#12A

**TOWN OF NEWBURGH  
TOWN ENGINEER**

**MEMORANDUM**

**TO:** G. Piaquadio, Supervisor & Town Board  
**FROM:** P. Hines, Representative Town Engineer *PH*  
**DATE:** 18 January 2024  
**RE:** **Roseton Hills Sewer Plant Filter - Sand Media Removal**

---

We have requested the attached quote from TAM Enterprises to remove the existing sand from the filter at the Roseton Hills WWTP. The sand filter is not functioning and is proposed to be replaced with a membrane cloth filter. The replacement filter project is currently delayed by the NYSDEC.

NYSDEC has determined that they will withhold any approval for the new filter until they issue a new updated discharge permit.

In the interim, we would like to evaluate the feasibility temporary of repairs to the existing filter. The existing media must be removed to evaluate the filter.

Tam's has provided the attached quote in the amount of \$7,800.00 for removal of sand from the nonfunctioning sand filter.

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

Cc: J. Osborne, Town Engineer

# Proposal for Work



## TAM Enterprises, Inc.

114 Hartley Rd  
Goshen, NY 10924

Contact: Andy McGinnis  
Phone: 845-294-8882  
Email: andy@tamenterprises.com

Quote To: Quinn Mullarkey, EIT - MHE Engineering  
33 Airport Center Drive, St. 202  
New Windsor, NY 12553  
Phone: 845-567-3100  
Email: qmullarkey@mhepc.com

Job Name: Removal of Sand Filter Media at  
Roseton Hills WWTP  
Town of Newburgh, NY

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Bid Item #1	Removal of approximately 12,000 lbs of sand media from non-functioning sand filter at the Roseton Hills WWTP in Newburgh, NY.	1.00	LS	\$7,800.00	\$7,800.00
GRAND TOTAL					\$7,800.00

### NOTES:

Includes: Disposal and Confined Space Entry

Customer Signature: \_\_\_\_\_


Accepted By: \_\_\_\_\_

A Service Charge of 1.5%, 18% APR, will be added to all overdue accounts. Accounts are considered overdue on the 31st day past the invoice date. You will also be liable for all legal and collection fees.

#12B

**TOWN OF NEWBURGH  
TOWN ENGINEER**

**MEMORANDUM**

**TO:** G. Piaquadio, Supervisor & Town Board  
**FROM:** P. Hines, Representative Town Engineer   
**DATE:** 18 January 2024  
**RE:** Colden Park W.M. Phase III - Construction Phase Services

---

The Colden Park W.M. replacement project will begin construction this spring. Attached is a contract amendment agreement for the construction phase service, including grant administration. The agreement is based on hourly services with an estimate of \$264,000.

MHE previously performed Design, Approval, and Bidding phase services for the Town.

This amendment requires Town Board action, I request it be placed on the next available agenda.

Cc: J. Osborne, Town Engineer  
M. Taylor, Town Attorney  
R. Clum, Town Accountant



**EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT**

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**

Amendment No. **01**

Owner: **Town of Newburgh**

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

Project: **Colden Park Watermain Replacement Project Phase III**

Effective Date of Owner-Engineer Agreement: **28 April 2022**

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:

**Engineer shall provide Construction Phase Services in accordance with Appendix 3 of the Master Agreement dated 28 April 2022.**

Agreement Summary:

Original agreement amount: **Construction Phase Services Not Included in Original Agreement**

Net change for prior amendments: **\$0.0**

This amendment amount: **Estimated at \$264,000 - billed hourly**

Change in time for services (days or date, as applicable): **N/A**

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

Owner

Town of Newburgh

(typed or printed 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.

(typed or printed name of organization)

By: 

(individual's signature)

Date: 12/21/2023

(date signed)

Name: Michael W. Weeks, P.E.

(typed or printed)

Title: Principal

(typed or printed)

Amendment to Owner-Engineer Agreement.

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#12C

**TOWN OF NEWBURGH  
TOWN ENGINEER**

**MEMORANDUM**

**TO:** G. Piaquadio, Supervisor & Town Board  
**FROM:** P. Hines, Representative Town Engineer *PH*  
**DATE:** 18 January 2024  
**RE:** **Nob Hill Sewer Treatment Plant  
Design, Bidding, Financial Planning,  
Grant Application Agreement for Professional Services**

---

The discharge permit for the Nob Hill Sewer District contains a requirement for increased treatment of the effluent. The existing facility can not meet the new permit limits. MHE has prepared a Basis of Design Report identifying the need to construct a new treatment facility.

Attached is a proposal for the design, bidding and financial planning.

The NYSDEC permit contains a condition that the design be submitted by 1 May 2024, with construction completed by 1 November 2026.

Work must commence immediately to meet these permit deadlines.

As this requires Town Board approval, I ask it be placed on the next available agenda.

**Cc:** J. Osborne, Town Engineer  
M. Taylor, Town Attorney  
R. Clum, Town Accountant



## **AGREEMENT FOR ENGINEERING SERVICES**

**Between the**

**Town of Newburgh**

**and**

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

**For Professional Services**

**Related to**

**Nob Hill Sewer Treatment Plant**

**Design, Bidding, Financial Planning/Grant Application Services**

### **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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1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

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

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://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 **the 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 **Nob Hill Sewer Treatment Plant Project: Design, Bidding, Financial Planning/Grant Application and Grant Administration Services.** (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, Bidding Phase and Financial Planning/Grant Application assistance for the Nob Hill Sewage Treatment Plant Project.**

Owner and Engineer further agree as follows:

### **ARTICLE 1—SERVICES OF ENGINEER**

#### **1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein, in Exhibit A, and as described in the previously submitted Engineering Report dated 26 September 2023.
- B. Engineer shall prepare preliminary design plans and specifications for improvements to the Nob Hill Sewage Treatment Plant. Engineer shall provide support with permitting and regulatory compliance for NYSDEC compliance. Preliminary design will be in accordance with Exhibit A Section 1.03.
- C. Upon Owner approval of preliminary design plans and specifications, Engineer shall prepare final design plans and specifications suitable for public bid. Services will be in accordance with Exhibit A Section 1.04.
- D. Engineer shall subcontract an MEP Consultant for the design a new electrical service, alarm system and power to proposed package plant.
- E. Engineer shall provide Bidding Phase Services in Accordance with Exhibit A Section 1.05.
- F. Engineer shall provide the Town assistance in securing of financing, including the preparation of a Map Plan and Report, preparation of grant applications, and general assistance with Town staff for developing a financial plan of the project.
- G. Engineer shall provide Grant Administration Services, if required, upon award of any Grant for this project.
- H. Upon Owner request, Engineer can provide the following as an additional service;
  - 1. Provide renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management;
- I. 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. If the presence of hazardous materials is highly suspect and Owner is, or should be aware of same, Owner shall 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. If MHE is, or should be, aware of the likely presence of hazardous materials, MHE shall promptly advise Owner of same in order that Owner may engage the services of a hazardous materials consultant to provide such testing, specifications, monitoring and other services related to the proper handling and control of such materials.

## ARTICLE 2—OWNER'S RESPONSIBILITIES

### 2.01 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.

2.02 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.

#### 2.03 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.

#### 2.04 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 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.

#### 2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 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.	Engineering Report, Design and Bidding Phase Services (Section 1.01B, 1.01C, 1.01D & 1.01E)	\$78,000	Lump Sum in Accordance with Packet BC-1
2.	Financial Planning & Grant Application Services (Section 1.01F)		Salary Cost Times a Factor in accordance with Packet BC-6
3.	Grant Administration Services (Section 1.01G)		Salary Cost Times a Factor in accordance with Packet BC-6
4.	Additional Services (Article 2 of Exhibit A)		Salary Cost Times a Factor in accordance with Packet BC-6

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

1. Compensation items and totals based in whole or in part on Hourly Rates, Direct Labor, or Percentage of Construction Cost are estimates only.
2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.

### ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

#### 3.01 Commencement

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

#### 3.02 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, (Exhibit B – Owner's Responsibilities) 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 4—INVOICES AND PAYMENTS**

##### **4.01 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.

##### **4.02 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 5—OPINIONS OF COST**

##### **5.01 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.

5.02 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 6—GENERAL CONSIDERATIONS**

6.01 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.

## 6.02 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.

## 6.03 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.

#### 6.04 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.

#### 6.05 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.

6.06 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.

6.07 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.

6.08 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.

6.09 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.

#### 6.10 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.

#### 6.11 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.

#### 6.12 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 7—DEFINITIONS

### 7.01 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—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
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 8—EXHIBITS AND SPECIAL PROVISIONS

### 8.01 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, Deliverables Schedule.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, DELETED
- E. Exhibit E, DELETED
- F. Exhibit F, Electronic Documents Protocol (EDP).
- 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.

#### 8.02 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.

#### 8.03 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.

#### 8.04 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.

#### 8.05 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: \_\_\_\_\_

Michael W. Weeks

(individual's signature)

Date: \_\_\_\_\_

10/17/2023

(date signed)

Name: \_\_\_\_\_

Michael W. Weeks, P.E.

(typed or printed)

Title: \_\_\_\_\_

Principal

(typed or printed)

Address for giving notices:

Town of Newburgh

1469 Route 300

Newburgh, NY 12550

Address for giving notices:

33 Airport Center Dr.

Suite 202

New Windsor, NY 12553

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

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## EXHIBIT A—ENGINEER’S SERVICES

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Engineer shall provide Basic and Additional Services as set forth below.

## **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. Develop and submit detailed work plans from Exhibit A tasks.
  - 2. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
  - 3. 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 or resulting construction.
  - 4. Special Invoicing: **Not Applicable.**
  - 5. 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 in accordance with Engineer's CAD standards.
- C. The source documents for the draft and final Specifications in all phases of Engineer's services will be Engineer's standard specifications.

### **1.02 Study and Report Phase – COMPLETE AS OF 26 SEPTEMBER 2023**

#### **1.03 Preliminary Design Phase**

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables (if Engineer's services under this Agreement included Study and Report Phase services); selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any 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 in writing 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 the selected solution, related Project Strategies, Technologies, or



Techniques, sustainable design and resiliency instructions, specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.

B. 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. Prepare a Preliminary Design Phase Report in the following format: In general, provide plans and specifications in preliminary form (35%-50% complete) as well as an opinion of cost based on the preliminary drawings. A narrative will include design parameters, required permits, and required agency approvals.
4. The Preliminary Design Phase Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Project. The Preliminary Design Phase Report 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 as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Project Goals").
  - 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. The time schedule for completion of the Project in accordance with Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.
  - e. 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.
  - f. Revised opinions of probable Construction Cost.
  - g. 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;

- h. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.
  - i. The effect of permits and authorizations by other entities and utility coordination needs on the Project.
  - j. Other matters and information pertinent to addressing the Project Goals.
- 5. In preparing the Preliminary Design Phase Report, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features and enhanced resiliency, as appropriate, pursuant to Owner's instructions.
- 6. Visit the Site as needed to prepare the Preliminary Design Phase Report.
- 7. 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.
- 8. 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.
- 9. 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.

#### 10. 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.

#### 11. 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.

12. 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.
  13. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.
  14. 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.
  15. 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.
  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.
- C. 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 Report 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 2018 EJCDC Construction Documents, or Owner's Standard Construction Contract, 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 as needed to assist in preparing the final Drawings and Specifications.
  2. Assist with or prepare applications for permits and approvals, as follows:
    - a. Update comprehensive permit document created in Preliminary Design Phase for Final Design detail.
    - b. 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.
    - c. 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.

- d. 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.
  - e. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Project and receive the agency's comments on the application.
  - f. Engineer does not guarantee issuance of any required permit or approval.
  - g. 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 meetings and conference calls as required and scheduled by Engineer and Owner:
- G. Engineer shall complete the Final Design Phase as follows:
- 1. Pursuant to the requirements of the Deliverables Schedule in Exhibit B, 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.
  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. 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. With the exception of such expressly required services.
  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 Owner's Accepted Use Construction Contract. 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. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.
3. 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.
4. 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.
5. 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.
6. Schedules: Receive, review, 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.
  - 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.
7. 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.
8. 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.
9. 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, including its RPR, 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, and representation by the Resident Project Representative, if any, at 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 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.
10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
- 15. 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.
- 16. 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.

17. 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.
18. 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.
19. 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.
20. 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 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.
21. 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 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.
- 22. 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.
  - 23. 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.

24. 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.
  25. 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.
- 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.
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.
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. 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.
14. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.

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Exhibit A—Engineer's Services.

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## 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 resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.
  6. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
  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.

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### Exhibit A—Engineer's Services.

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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.
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.
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. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

## EXHIBIT B—OWNER’S RESPONSIBILITIES

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Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

### B2.01 *Specific Responsibilities*

#### A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner’s requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Provide necessary 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), 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-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer’s possession) of all design and construction standards, Owner’s standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and 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. Nothing herein shall preclude Engineer from providing draft bid documents to Owner prior to receiving required instructions from Owner.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer’s assessment of initially-available Specific Project information and data and upon Engineer’s request, obtain, furnish, or otherwise make available (if necessary through title searches, or 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. Such additional information or data would generally include the following:
  - a. Property descriptions.

- b. Zoning, deed, and other land use restrictions.
  - c. Utility and topographic mapping and surveys.
  - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - e. 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; with appropriate professional interpretation of such information or data.
  - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
  - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
5. 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 the Agreement.
6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
- a. Accounting, bond and financial advisory (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.
  - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
7. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
8. 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 constructibility review.

9. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
10. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
11. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
12. 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.
13. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
14. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
15. Place and pay for advertisement for Bids in appropriate publications.
16. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
17. 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.

Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

## 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: **Nob Hill Sewer Treatment Facility**

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:

**[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]**

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 F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

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### 1.01 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

## EXHIBIT G—INSURANCE

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### ARTICLE 1—INSURANCE

#### G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:

1. By Engineer:

- a. Workers' Compensation:  
Statutory

b. Employer's Liability –

- |    |   |                 |
|----|---|-----------------|
| 1) | Bodily injury, each accident            | \$ 1,000,000.00 |
| 2) | Bodily injury by disease, each employee | \$ 1,000,000.00 |

c. General Liability –

- |    |  |                 |
|----|--|-----------------|
| 1) | General Aggregate:                                   | \$ 2,000,000.00 |
| 2) | Each Occurrence (Bodily Injury and Property Damage): | \$ 1,000,000.00 |

d. Umbrella Liability --

- |    |                    |                 |
|----|--------------------|-----------------|
| 1) | Each Occurrence:   | \$ 5,000,000.00 |
| 2) | General Aggregate: | \$ 5,000,000.00 |

e. Automobile Liability –

- |    |  |                 |
|----|--|-----------------|
| 1) | Combined Single Limit<br>(Bodily Injury and Property Damage):<br>Each Accident | \$ 1,000,000.00 |
|----|--|-----------------|

f. Professional Liability –

- |    |           |                 |
|----|-----------|-----------------|
| 1) | Per Claim | \$ 5,000,000.00 |
| 2) | Aggregate | \$ 5,000,000.00 |

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#### EXHIBIT G - INSURANCE

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## EXHIBIT H—DISPUTE RESOLUTION

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### ARTICLE 1—DISPUTE RESOLUTION METHOD

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

#### H6.09 *Dispute Resolution*

- A. *Mediation:* 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, including any Task Order, or the breach thereof ("Disputes") to mediation utilizing a mutually agreed upon mediator or a mutual selection process. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days unless otherwise agreed by the parties. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution method of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

## EXHIBIT I—LIMITATIONS OF LIABILITY

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### A. *Limitation of Engineer's Liability*

1. **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.

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: BASIC SERVICES—LUMP SUM

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#### ARTICLE 1—COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 1.01:

1.01 Compensation for Basic Services (other than Resident Project Representative, Financial Planning & Grant Application Services, Grant Administration, and Construction Phase Services)—Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:

1. A Lump Sum amount of **\$78,000** based on the following estimated distribution of compensation:

a. Preliminary Design Phase	<u>\$33,000</u>
b. Final Design Phase	<u>\$40,000</u>
c. Bidding Phase Services	<u>\$5,000</u>

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 **36** 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**

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

Article 2 of the Agreement is supplemented to include the following:

**2.01**

- A. Owner shall pay Engineer for Hourly Services set forth in Exhibit A (other than Resident Project Representative, Preliminary Design Phase, Final Design Phase 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 4.03.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.