

#5A

TOWN OF NEWBURGH

AUDIT # 12

DATE: June 23, 2025

TOTAL OF ALL PAYMENTS: \$ 2,324,142.16

To Mr. Gilbert Piaquadio and Town Board:

I certify that the invoices contained within this package of \$ 2,324,142.16 plus the paid prior audit of \$ 0.00 were audited by the Town Board on the above date and allowed in the amount shown above. You are authorized and directed to pay each of the claimants the amounts opposite their names.

Dated : June 23, 2025

Town Clerk Office

Town Board:



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

#5B

RONALD E. CLUM, CPA
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

E-Mail: rclumaccountant@townofnewburgh.org

To: Gil Piaquadio, Town Supervisor
Cc: Town Board
Charlene Black
From: Ronald E. Clum, Town Accountant
Date: June 16, 2025
RE: Principal Payroll Clerk

I am asking for board approval to start the process of hiring a Principal Payroll Clerk to fill the vacancy we have in the Accounting Office. The hourly rate for this position is currently \$25.5095 per hour, which we have budgeted for.

Thank you in advance for your consideration.

Sincerely,

Ronald E. Clum

#8



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

Lisa M. Vance Ayers
Town Clerk

845-564-4554
Fax: 845-564-8589
e-mail: lisaayers@townofnewburgh.org

To: Gil Piaquadio, Supervisor and Town Board Members

From: Lisa M. Vance Ayers, Town Clerk

Date: June 20, 2025

Re: Fuchek Subdivision Road Name request

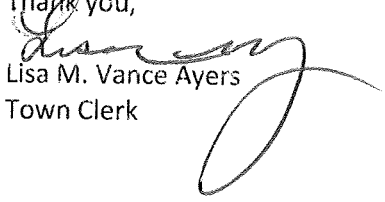
Ms. Dawn Fuchek is looking for an approval for a road name in the Fuchek Subdivision.

Code Compliance has reviewed SBL 6-1-11&12 and has approved the road name

1. Cabo Court

This will need Town Board Approval and I'm asking that this be placed on the agenda for the Workshop meeting being held on June 23, 2025

Thank you,


Lisa M. Vance Ayers
Town Clerk



TOWN OF NEWBURGH

1496 Route 300
Newburgh, New York 12550-2677

Lisa M. Vance-Ayers
Town Clerk

P: 845-564-4554
F: 845-564-8589

DATE: June 16, 2025
TO: Code Compliance

FROM: Lisa M. Vance-Ayers, Town Clerk

RE: PROPOSED ROAD NAME

ATTACHED IS A REQUEST FOR APPROVAL OF A ROAD NAME.

PLEASE REVIEW AND MAKE THE NECESSARY EVALUATIONS. WE WILL NOT RECOMMEND SUBMISSION FOR TOWN BOARD ACTION UNTIL WE RECEIVE YOUR DECISION. OUR OFFICE WILL NOTIFY THE APPLICANT AND ALL INTERESTED DEPARTMENTS OF THE BOARD'S ACTION.

IN ADDITION, PLEASE COMPLETE THE BOTTOM OF THIS FORM AND THEN RETURN TO THIS OFFICE.

DECISION: _____ DATE: _____

ACCEPTABLE ROAD NAME: Cabo Court.

SECTION 6 BLOCK 1 LOT 11 and 12

PARCEL NUMBERS: _____ TO _____

FIRE DISTRICT: Cronomer Valley F.D.

Location of Road: Off Kureck & Tabor Way

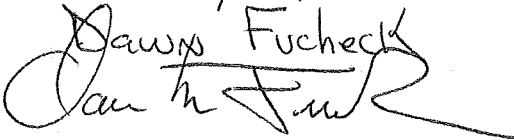
Sub-Division Name: Fuchek

CODE COMPLIANCE SUPERVISOR

Town of Newburgh, Town Clerk, 5/28/25

This letter is to request approval for a Road name for the Fuchek Subdivision, Section 6, Block 1, Lot 11 & 12.

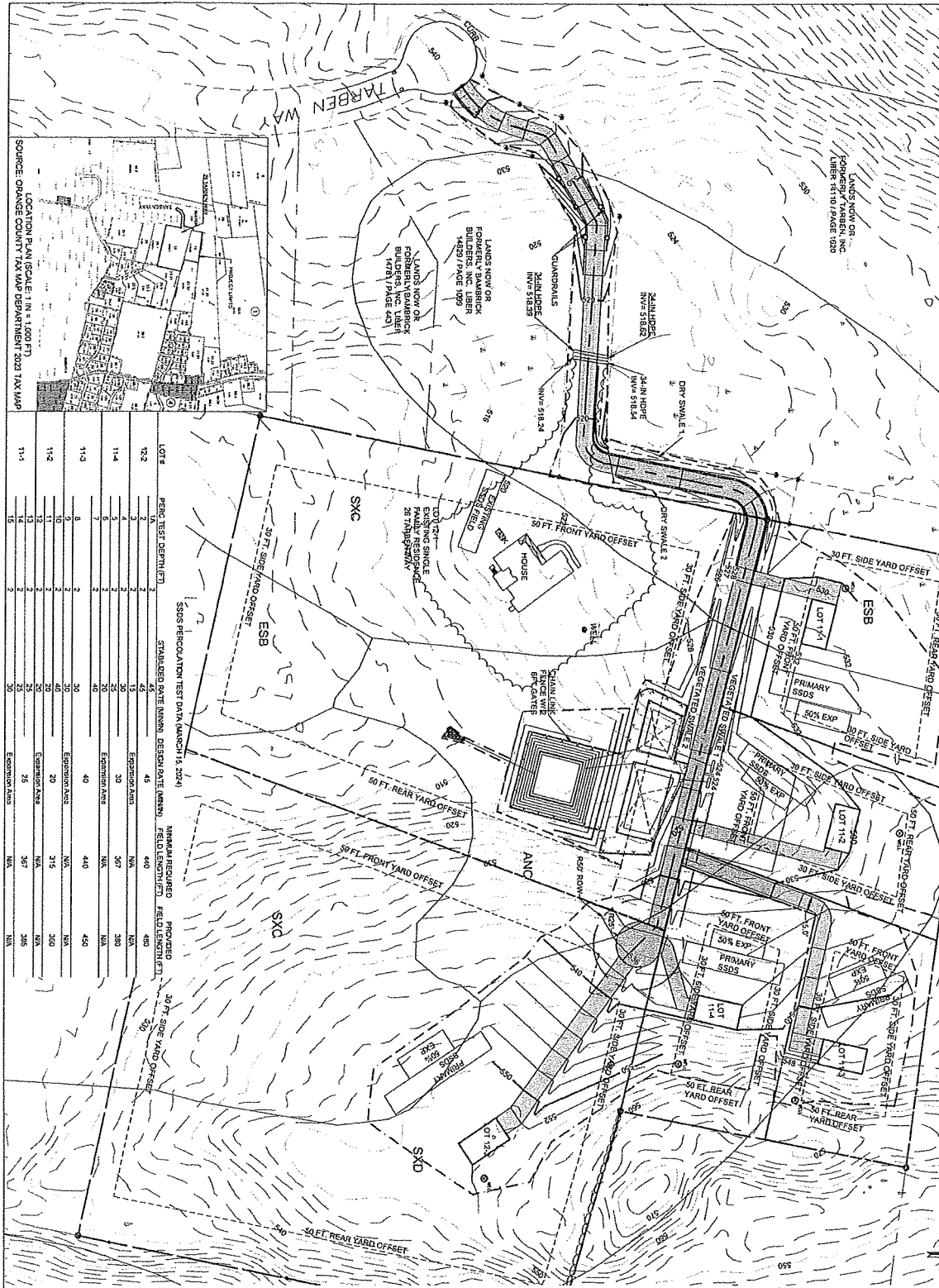
1. Cabo Court
2. Regina Way
3. Dolores Lane

Thank you,
Dawn Fuchek


234 Orleans Road
Newburgh, NY 12550
845-764-0148

ZONING SCHEDULE FOR ZONE RA

REQUIREMENT	EXISTING	PROPOSED	LOT 11-1	LOT 11-2	LOT 11-3	LOT 11-4
MINIMUM LOT AREA (SQ. FT.)	40,000	240,000	240,000	240,000	240,000	240,000
MINIMUM LOT WIDTH (FT.)	150	200	200	200	200	200
MINIMUM LOT DEPTH (FT.)	150	200	200	200	200	200
MINIMUM LOT AREA (SQ. FT.)	150	200	200	200	200	200
MINIMUM LOT WIDTH (FT.)	150	200	200	200	200	200
MINIMUM LOT DEPTH (FT.)	150	200	200	200	200	200
MINIMUM LOT AREA (SQ. FT.)	150	200	200	200	200	200
MINIMUM LOT WIDTH (FT.)	150	200	200	200	200	200
MINIMUM LOT DEPTH (FT.)	150	200	200	200	200	200
MINIMUM LOT AREA (SQ. FT.)	150	200	200	200	200	200
MINIMUM LOT WIDTH (FT.)	150	200	200	200	200	200
MINIMUM LOT DEPTH (FT.)	150	200	200	200	200	200



PERMITS REQUIRED

LOT #	PERMITS REQUIRED	DESIGN DATE	FIELD LENGTH (FT.)	FIELD WIDTH (FT.)	FIELD AREA (SQ. FT.)
11-1	1	11/1	11	11	121
11-2	1	11/2	11	11	121
11-3	1	11/3	11	11	121
11-4	1	11/4	11	11	121

PLANNING BOARD APPROVAL

LOT #	PLANNING BOARD APPROVAL	DESIGN DATE	FIELD LENGTH (FT.)	FIELD WIDTH (FT.)	FIELD AREA (SQ. FT.)
11-1	1	11/1	11	11	121
11-2	1	11/2	11	11	121
11-3	1	11/3	11	11	121
11-4	1	11/4	11	11	121

LEGEND

- PROPERTY BOUNDARY
- EXISTING BOUNDARY
- EXISTING UTILITY EASEMENT
- EXISTING 10 FT. CONTOUR
- EXISTING 2 FT. CONTOUR
- EXISTING SPOT ELEVATION
- EXISTING PAVING
- EXISTING BETWEEN BOUNDARY
- PROPOSED SUBDIVISION LINE
- PROPOSED 10 FT. CONTOUR
- PROPOSED 2 FT. CONTOUR
- PROPOSED SPOT ELEVATION
- PROPOSED LIMIT OF DISTURBANCE
- PROPOSED EDGE OF PAVING
- PROPOSED WELL
- PROPOSED 120' x 120' TANK

TANK

PROPOSED 120' x 120' TANK

1. PARCEL 11-1, 11-2, 11-3, 11-4

2. PARCEL 11-1, 11-2, 11-3, 11-4

3. PROPOSED ROAD IS A PRIVATE ROAD, USING AN EXISTING RIGHT OF WAY ON SBL 12-01-12

4. GENERAL NOTES: FUCHECK

5. APPLICANT ADDRESS: 234 ORLEANS RD., NEWBURGH, NEW YORK 12550

6. FUCHECK, 44 ACRES

7. PARCEL 2, 88, 05-01-12, DANIEL AND CLISA DORRISON, 42 ACRES

8. RIGHT-OF-WAY DESCRIPTION PROVIDED ON SURVEY PREPARED BY RINGLER LAND SURVEYING, DATED MAY 14, 2021

9. ELEVATION OF THE EXISTING CLAYTONS WERE PROVIDED SEPARATELY BY TERRY RINGLER, ON THE 2014 OUTDOOR COUNTY DATASET AS PROVIDED ON CANYON GOV. AND FIELD VERIFIED IN THE PROJECT AREA BY RINGLER, P.E.

10. THE ENTERED WETLAND LOCATION IS BASED ON MICHAEL MONROE AND SURVEYED IN JUNE 2021.

11. CROSS-GRADING EASEMENT: EACH INDIVIDUAL LOT OWNER IS GRANTED A CROSS GRADING EASEMENT OVER THE ENTIRE SUBDIVISION FOR THE DEVELOPMENT OF EACH INDIVIDUAL LOT AS SHOWN INDICATED ON THE APPROVED SUBDIVISION PLANS.

12. LIMIT OF DISTURBANCE - 6.6 ACRES, PRIVATE ROAD AND SHOPS (PHASE 1) - 2 ACRES, INDIVIDUAL 1.5 ACRES AT ONE TIME.

FUCHECK MINOR SUBDIVISION
PROPOSED CONDITIONS
28 TARBAN WAY

APPLICANT NAME: RAY FUCHECK
234 ORLEANS ROAD
NEWBURGH, NY 12550

ORANGE COUNTY

VERMA ENGINEERING & CONSULTING

RAHUL VERMA, P.E.

HOPEWELL JUNCTION, NEW YORK
RAHUL@VERMAENGINEERING.COM
914-921-7818

TOWN OF NEWBURGH

NEW YORK

STATE OF NEW YORK

REGISTERED PROFESSIONAL ENGINEER

PROJECT # 1

DATE: DEC. 20, 2023

AS SHOWN

DRAWN BY: RV

SHEET 3 OF 3

3



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: 6.9.25

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

*Totaling: \$ 50.95

Canine: \$ 50.95

Feline: \$

Other: \$

TOWN OF NEWBURGH
TRACY ACO
645 GIDNEY AVENUE
Newburgh, NY 12550

TONAC #69533

VCA FLANNERY ANIMAL HOSPITAL
789 Little Britain Road
New Windsor, NY 12553

9180

Space Below for City Use

Purchase Order		
Date Received		
Fund & Approp Charged	AMOUNT	
A0522 3510.448		
Verified		

Terms

MAY 2025 Voucher

Claimants Invoice #

Date	Invoice	Amount
5-29-25	INV# 5356748547 2025-05-29 Red Brown Terrier (F)	\$ 50.95

Jean Tobin

that the services and disbursements charged therein were rendered to or for the city of Newburgh on the dates stated, that no part thereof has been paid or satisfied and that the amount claimed is actually due.

5-30-25 Jean Tobin
Date Authorized Signature & Title

Acct. Manager
~~PREPARED BY~~

=====Space below for City use=====	
Department Approval The above services or materials have been rendered or furnished to the City of newburgh and the charges are correct 6-9-25 <u>[Signature]</u> Date Authorized Official	Approved for Payment I hereby approve this claim and order it paid from the appropriations indicated the above [Stamp] Date Comptroller or City Manager



VCA Flannery Animal Hospital PC
789 Little Britain Rd. | New Windsor, NY 12553 | (845) 565 - 7387

Dr Rider | Date: 5/30/2025 at 08:21 | Invoice: 5356748547 | Cashier: Jean T

Client

Town Of Newburgh 2025 Animal Control (#78569)
Tracey ACO
645 Gidney Ave
Newburgh, NY 12550

Patient

2025-05-29 Red Brown Terrier Mix F (#169044)
Species: Canine (Terrier Mix)
Sex: Female Unknown | Color: Red And Brown
Birth: 05/29/2018 | Age: 7y | Weight: 26.20 lb

Detailed Visit Information

Date	Description	Qty	Price	Tax	Total Price
5/29/2025	Boarding Animal Control	1.00	\$50.95	\$0.00	\$50.95
5/30/2025	Boarding Go Home Day	1.00	\$0.00	\$0.00	\$0.00

Subtotal: **\$50.95**

A Message from VCA

Please note all prescription refill request require at least 24-hour notice. For home delivery, download the myVCA app.

Invoice Summary

Patient Name	Total Price	Total Tax	Total Due
2025-05-29 Red Brown Terrier Mix F	\$50.95	\$0.00	\$50.95

Prev Balance:	
Total Due:	\$50.95
Amount Paid:	\$0.00
Amount Due:	

COPY

For information on how we collect and use information about you and your pet, and how you may opt-out of some uses, please see our Privacy Policy at vcahospitals.com/privacy-policy.

Thank you for trusting us with your pet's care. Your friends at VCA Flannery Animal Hospital PC.

TOWN OF NEWBURGH

**INTRODUCTORY LOCAL LAW NO. __ OF THE YEAR 2025
AMENDING CHAPTER 104 ENTITLED
"SCHEDULE OF FEES"
OF THE CODE OF THE TOWN OF NEWBURGH:
IMPOUNDMENT FEES, ADOPTION FEES AND
RABIES VACCINATION FEES FOR DOGS AND CATS
EFFECTIVE SEPTEMBER 1, 2025**

BE IT ENACTED by the Town Board of the Town of Newburgh, County of Orange as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Chapter 104 entitled 'Schedule of Fees' of the Code of the Town of Newburgh Impoundment Fees, Adoption Fees and Rabies Vaccination Fees for Dogs and Cats Effective September 1, 2025".

SECTION 2 - AMENDMENTS TO CHAPTER 104

Chapter 104 entitled "Schedule of Fees" of the Town of Newburgh Municipal Code is amended as follows:

- A. Subsection 104-6(C) of Section 104-6 entitled "Dog licenses and impoundment fees" of Chapter 104 entitled "Schedule of Fees" of the Town of Newburgh Municipal Code be and hereby is amended to read as follows:

"(C) Impoundment fees. Fees for dogs that are impounded are as follows:

(1) For the first impoundment of any dog owned by that person: ~~\$40~~50, and ~~\$15~~30 for each additional 24 hours or part thereof for the first impoundment of any dog owned by the dog owner plus costs pursuant to Code § 56-8. In the case where the dog owner has been notified that the dog is at the Town Dog Shelter, this ~~\$15~~ 30 shall apply. In case there is not notification made to the dog owner advising him or her that the dog is at the Town Dog Shelter, this ~~\$15~~ 30 shall not apply.

(2) For the first 24 hours or part thereof: ~~\$50~~60, and ~~\$15~~ 30 for each additional 24 hours or part thereof for the second impoundment within one year of the first impoundment of any dog owned by that person plus costs pursuant to Code § 56-8 .

(3) For the first 24 hours or part thereof: ~~\$75~~85, and ~~\$15~~30 for each additional 24 hours or part thereof for the third impoundment within one year of the first impoundment of any dog owned by that person plus costs pursuant to Code § 56-8

(4) For the first 24 hours or part thereof: ~~\$100~~110, and ~~\$15~~ 30 for each additional 24 hours or part thereof for the fourth and subsequent impoundments within one year of the first impoundment of any dog plus costs pursuant to Code § 56-8."

B. Subsection 104-6(D) of Section 104-6 entitled "Dog licenses and impoundment fees" of Chapter 104 entitled "Schedule of Fees" of the Town of Newburgh Municipal Code be and hereby is amended to read as follows:

"(D) Fee for adopted dog or cat. Fees for dogs and cats that are adopted from the Town Shelter are as follows:

- | | |
|--|-------------------------------|
| (1) For any cat or <u>other than a</u> kitten: | \$ 75 <u>125</u> . |
| (2) <u>For any kitten</u> | <u>\$150</u> |
| (2) For any puppy: | \$ 75 <u>200</u> . |
| (3) For any dog other than a puppy except for a senior dog adopted by a person 65 years of age or older: | \$ 75 <u>150</u> . |
| (4) For any senior dog adopted by a person 65 years of age or older: | \$0" |

C. Subsection 104-6(D) of Section 104-6 entitled "Dog licenses and impoundment fees" of Chapter 104 entitled "Schedule of Fees" of the Town of Newburgh Municipal Code be and hereby is amended to read as follows:

"E. Fees for rabies vaccinations. Any dog redeemed by the owner or adopted from the Town Dog Shelter will be subject to the following fees for rabies vaccinations given by a veterinarian:

- (1) For any dog redeemed by the owner: ~~\$30~~40.
- (2) For any dog adopted from the shelter: ~~\$22~~35."

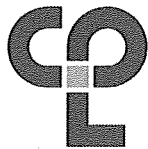
SECTION 3 - UNCONSTITUTIONALITY OR ILLEGALITY

If any clause, sentence, paragraph, word, section or part of this local law shall be adjudged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, word, section or part thereof directly involved in the

controversy in which such judgment shall have been rendered.

SECTION 4 - EFFECTIVE DATE

This Local Law shall take effect on the later of the date it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law or September 1, 2025.



June 16, 2025

Mr. Patrick Hines,
Principal
MHE Engineers
33 Airport Center Drive
New Windsor, NY 12553

RE: Proposal for Construction Administration and Observation Services – Elmhurst Avenue Culvert

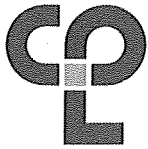
Dear Mr. Hines:

Per your request, we are pleased to provide the following Construction related services based on:

SCOPE OF SERVICES

Construction Administration and Observation

- A. Prepare contracts, schedule, coordinate and attend preconstruction/construction progress meetings.
- B. Issue a conformed set of contract documents which incorporate all changes prior to the start of the construction work.
- C. Take digital preconstruction photos.
- D. Review and approve all contractor submittals as necessary.
- E. Assist the contractor with contacting and coordinating all utility locations and relocations.
- F. Administer the requirements of NYSDOT, coordinate all activities with NYSDOT
- G. Perform on-site construction observations to determine conformance with the contract documents and to ensure quality workmanship. Such observations include but are not limited to the following. Full time inspection is required for NYSDOT Local Projects:
 - * In-place Reinforcing Bar Inspection
 - * Substructure Concrete Pours
 - * Setting of Superstructure
 - * Asphalt Paving
 - * Compaction Operations
 - * Development of Punch List Items
 - * Final Inspection
 - * Maintain and provide the Town of Newburgh with a copy of written field inspection reports for all consultant field visits and/or inspections.
 - * Hire testing firm and coordinate concrete, and soil compaction testing (unless the

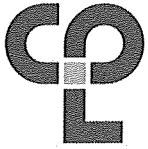


Town decides to hire the testing firm directly)

- H. Maintain and provide the Town with a copy of written copy of preconstruction and progress meeting minutes.
- I. Digitally photograph (in .jpeg format) the entire construction progress and provide the Town of Newburgh with digital diary of the project on a CD.
- J. Review, verify and approve contractor's monthly estimates and forward to Town of Newburgh for payment.
- K. Review, recommend and prepare contractor change order and time extension requests.
- L. Provide Town of Newburgh with a copy of a load rating calculation for each project.
- M. Prepare record plans and specifications. Submit one (1) full size and one (1) half size (11" x 17") copies to Town of Newburgh.
- N. Submit record drawings in digital format on a CD/Thumb Drive which are in .pdf format and are Windows compatible.
- O. Submit record specifications in both hard and digital format (.pdf) on a CD/Thumb Drive.
- P. Coordinate and submit to the Town all required contractor and consultant project close-out documents, including but not limited to shop drawings and material/field testing reports.
- Q. Furnish the Town of Newburgh. with a final 11" x 14" glossy project photo, matted and framed to a standard size of 14" x 18". The final framed photo is to include the following information
 - * Project Name.: Replacement of Elmhurst Avenue over Bushkill Creek
 - * Project Location: Town of Newburgh
 - * Structure Identification Number (i.e.: B.I.N. &/or L.I.N.)
 - * Consultant Name
 - * Contractor Name
 - * Owner Name
 - * Year of Project Completion

FEE PROPOSAL

<u>Construction Administration</u>	\$13,350
<u>Construction Observation (estimated hourly)</u>	\$87,900
<u>Non Salary (Reimbursable)</u>	\$9,975
<u>TOTAL</u>	\$ 111,225
<u>Soil testing Allowance</u>	\$12,000



Patrick J. Hines
MHE Engineers
June 16, 2025
Page 3 of 3

Note that we propose to perform construction observation on a time and materials basis. Only the Inspector's actual time spent on the project will be billed. This has the potential to lower overall project cost.

We thank you for the opportunity to provide this proposal and look forward to working with you in this endeavor. Should you have any questions or require additional information, please do not hesitate to contact me at 845-220-7145

Very truly yours, CPL

A handwritten signature in black ink, appearing to read 'Timothy J. Moot', with a long horizontal flourish extending to the right.

Timothy J. Moot, PG Principal
Phone: 845.220.7145
E-Mail: tmoot@CPLteam.com

STAFFING TABLE

CPL

PIN 8762.74 Elmhurst Ave Culvert Replacement
over the Bushkill Creek, Town of Newburgh, Orange County

JOB TITLE	ASCE (A) OR NICET (N) GRADE	Section 9 Regular Hours					TOTAL HOURS	PROJECTED HOURLY RATE	DIRECT TECHNICAL LABOR	OVERTIME PREMIUM
		July (2 wks)	August (5 wks)	Sept. (4 wks)	Oct. (4 wks)	Nov. (4 wks)				
Principal In Charge	VI (A)	1	1	1	1	1	5	\$330.00	\$ 1,650.00	
Project Manager	V (A)	0	0	0	0	0	0	\$64.89	-	
Project Engineer	IV (A)						0	\$47.25	-	
Project Engineer	III (A)						0	\$38.59	-	
Project Engineer	I/II (A)						0	\$28.67	-	
Resident Engineer	IV (N)	3	25	20	20	10	78	\$150.00	\$ 11,700.00	
Inspector	II (N)	10	200	160	160	40	570	\$150.00	\$ 85,500.00	
Cadd Technician	III (N)						0	\$35.28	-	
Technical Typist	NA						0	\$26.46	-	
Resident Engineer Inspector	IV (N) II (N)	Section 9 Overtime Hours					32	\$150.00	\$ 4,800.00	\$ 2,400.00
			10	12	10					
TOTAL		14	236	193	191	51	685		\$ 103,650.00	\$ 2,400.00

Assumptions: Construction Duration 13 Weeks

Project Start Up Duration 2 weeks

Project Closeout Duration 4 Weeks

Resident Engineer Part Time for 19 Weeks

Full time Inspector for 13 Weeks (some hrs OT August through October), part time for close out

ESTIMATE OF DIRECT NON-SALARY COSTS

CPL

PIN 8762.74 Elmhurst Ave Culvert Replacement
over the Bushkill Creek, Town of Newburgh, Orange County

1. Travel, Lodging and Subsistence

Per Diem	0	days @	\$0.00	/day	\$0.00
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Trips to	trips	miles per			
Town of Newburgh Town Hall	25	36	miles/trip	900	
Project Site (On Site Daily Mileage)	75	138	miles/trip	10350	

Total Mileage	11250	@	\$0.700	\$7,875.00
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TOTAL TRAVEL, LODGING, & SUBSISTENCE	\$ 7,875.00
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2. Reproduction & Software

	each	sheets/set	sets	
Drawings	\$0.48	0	0	\$0.00
Reports	\$0.10	0	0	\$0.00

Appia User License	1	license @	\$ 2,100.00	/license	\$2,100.00
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TOTAL REPRODUCTION AND SOFTWARE	\$2,100.00
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TOTAL DIRECT NON-SALARY COSTS	\$ 9,975.00
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3. On-Site & Laboratory Testing (Sub-Contractor, Atlantic Testing Laboratories)

Technical Personnel					
Technician - Hot Mix Asphalt	0	days @	\$662.00	/day	\$0.00
Project Manager	2	hours @	\$120.00	/hour	\$240.00
Technician - Soil	0	days @	\$606.00	/day	\$0.00
Technician - Soil	4	half days @	\$380.00	/half day	\$1,520.00
Technician - Concrete	0	days @	\$518.00	/day	\$0.00
Technician - Concrete	4	half days @	\$325.00	/half day	\$1,300.00
Laboratory Testing					
Soil ASTM D 422	2	tests @	\$132.00	/test	\$264.00
Soil ASTM D 1557	1	tests @	\$160.00	/test	\$160.00
Concrete ASTM C 39	20	tests @	\$21.00	/cylinder	\$420.00
Miscellaneous					
Nuclear Density Meter	4	days @	\$72.00	/day	\$288.00
Travel	20	trips @	\$165.00	/trip	\$3,300.00
Sample Pickup	5	trips @	\$198.00	/trip	\$990.00

TOTAL SUB-CONTRACTOR COST, ON-SITE & LABORATORY TESTING	\$8,482.00
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CPL STANDARD TERMS AND CONDITIONS

1. CPL Architects, Engineers and Landscape Architect, D.P.C. ("CPL") shall provide the services set forth in the foregoing proposal letter to the "Client" therein identified. The signed proposal letter, together with these CPL Standard Terms and Conditions, is referred to as the "Agreement." CPL shall perform all services in a manner consistent with and limited to that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. CPL makes no warranty, express or implied, as to its professional services rendered under this Agreement. CPL shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the "Project" identified in the proposal letter. CPL represents that it is properly authorized to provide the services required by this Agreement in the jurisdiction where the Project is located, and that professional services shall only be provided by licensed individuals to the extent required by law. CPL shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The Schedule for providing services is set forth in this proposal letter. CPL shall not be responsible for delays from any and all causes beyond its reasonable control.
2. CPL shall furnish appropriate insurance certificates for general, automobile and professional liability, Worker's Compensation and Employer's Liability, upon request.
3. CPL shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Client and the Client's consultants and information from public records.
4. Construction cost estimates prepared by CPL represents CPL's reasonable judgment as professionals familiar with the construction industry. It is recognized, however, that CPL has no control over cost of labor, materials, or equipment, over contractors' methods of determining bid prices, or over competitive bidding or market conditions. CPL cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from cost estimates prepared by CPL.
5. If required by the scope of services of this Agreement, CPL shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the "Contract Documents," as defined in the relevant construction agreement. However, CPL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. CPL shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.
6. All documents including drawings and specifications prepared by CPL are "Instruments of Service" with respect to the Project and CPL retains an ownership and property interest therein, including the copyright and the right of reuse. CPL grants to the Client a limited, royalty-free license to use the deliverable documents on the Project to the extent CPL has been paid all fees under the Agreement. The said deliverables are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CPL for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to CPL. Client shall indemnify, defend, and hold harmless CPL from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from such unauthorized use or re-use of CPL's documents. Any such verification or adaptation will entitle CPL to further compensation at rates to be agreed upon by Client and CPL. If CPL rightfully terminates this Agreement for cause, the license granted in this Section shall terminate unless the parties agree to an extension of the license and appropriate fee.
7. CPL and Client agree to transmit, and accept, Project-related Instruments of Service or any other information or documentation in digital form either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
8. This Agreement shall be governed by the laws of the State in which the Project is located.
9. CPL and Client agree to negotiate each dispute between them in good faith during the 30 days after either party provides written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated by the American Arbitration Association unless another forum is mutually selected. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located. If mediation is unsuccessful, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction where the Project is located. CPL and Client waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement.

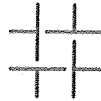


CPL STANDARD TERMS AND CONDITIONS

10. This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault to the party initiating termination, or in the event the Project is cancelled. In the event of termination, CPL shall be paid compensation plus reimbursable expenses incurred in relation to the services performed prior to the termination date.
11. Limitation of Liability: To the maximum extent permitted by law, the Client agrees to limit CPL's liability for the Client's damages incurred in relation to this Agreement or any services furnished by CPL to the sum of \$50,000 or CPL's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. If applicable law prohibits enforcement of this limitation of liability provision as written, then, and only then, this provision shall be deemed to be modified to provide the maximum limitation of liability allowable under applicable law.
12. Client and CPL each binds themselves and their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither Client nor CPL shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other; however, CPL may employ others to assist in the carrying out of duties under this Agreement.
13. The services to be performed by CPL under this Agreement are intended solely for the benefit of the Client. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or CPL.
14. CPL shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
15. CPL shall be compensated as set forth in this Agreement. CPL shall submit monthly statements for services rendered and for reimbursable expenses incurred. Payment is due upon receipt of CPL's Statement. If Client fails to make any payment due CPL for services and expenses within 30 days after the date of CPL's statement, the amounts due CPL shall be increased at the rate of 1.5% per month (18% per annum, or the maximum rate of interest permitted by law, if less), from said 30th day. In addition, after giving seven (7) days' written notice to Client, CPL may suspend services until it has been paid in full all amounts due to CPL under this Agreement.
16. Services which are in addition to those set forth in the proposal letter which CPL agrees to provide to Client are "Additional Services" which shall be compensated as mutually agreed to by Client and CPL. The parties shall agree in writing as to scope, compensation and schedule prior to commencement of any Additional Services. Additional Services shall include, but not be limited to, services required due to: (i) significant changes in general scope of Project (including any changes made for budgetary reasons); (ii) revising previously accepted Instruments of Service as requested by Client, and/or (iii) delays not the fault of CPL.
17. This Agreement including any expressly incorporated attachments, constitutes the entire agreement between Client and CPL and supersedes all prior written or oral understandings. This Agreement may be amended only by written instrument signed by both the Client and CPL.

Infrastructure

Standard Billing Rates by Role



Role	Family	Billing Rate
Construction Administrative Assistant I	Administrative	\$110.00
Practice Manager I	Administrative	\$105.00
Practice Manager II	Administrative	\$105.00
Architectural Technician I	Architecture	\$90.00
Architectural Technician II	Architecture	\$95.00
Senior Architectural Technician	Architecture	\$105.00
Architectural Designer I	Architecture	\$105.00
Architectural Designer II	Architecture	\$120.00
Senior Architectural Designer	Architecture	\$145.00
Architect I	Architecture	\$135.00
Architect II	Architecture	\$170.00
Senior Architect	Architecture	\$190.00
Architectural Project Manager I	Architecture	\$165.00
Architectural Project Manager II	Architecture	\$180.00
Senior Architectural Project Manager	Architecture	\$225.00
Architectural Associate Principal I	Architecture	\$240.00
Senior Architectural Associate Principal	Architecture	\$290.00
Principal Architect	Architecture	\$245.00
Senior Principal Architect	Architecture	\$260.00
Energy Engineering Designer I	BSE Energy	\$120.00
Senior Energy Engineer	BSE Energy	\$240.00
Director of Energy Solutions	BSE Energy	\$260.00
Bridge Inspection Quality Control Engineer	Bridge Inspection	\$230.00
Bridge Inspection Team Leader	Bridge Inspection	\$230.00
BSE Technician I	BSE	\$80.00
BSE Technician II	BSE	\$90.00
BSE Designer I	BSE	\$125.00
BSE Designer II	BSE	\$155.00
Senior BSE Designer	BSE	\$155.00
BS Engineer I	BSE	\$155.00
BS Engineer II	BSE	\$170.00
Senior BS Engineer	BSE	\$205.00
BSE Project Manager I	BSE	\$175.00
BSE Project Manager II	BSE	\$190.00
Senior BSE Project Manager	BSE	\$225.00
Principal Electrical Engineer	BSE	\$255.00
Principal Mechanical Engineer	BSE	\$230.00
Principal Plumbing Engineer	BSE	\$230.00
Principal Structural Engineer	BSE	\$235.00

Construction Coordinator I	Construction	\$125.00
Construction Inspector I	Construction	\$120.00
Construction Inspector II	Construction	\$105.00
Senior Construction Inspector	Construction	\$170.00
Construction Project Manager I	Construction	\$165.00
Construction Project Manager II	Construction	\$150.00
Senior Construction Project Manager	Construction	\$210.00
Senior Design Architect I	Architectural Design	\$155.00
Director of Design	Architectural Design	\$265.00
Senior Engineering Project Manager	Civil Engineering	\$225.00
Engineering Technician I	Civil Engineering	\$75.00
Engineering Technician II	Civil Engineering	\$80.00
Senior Engineering Technician	Civil Engineering	\$120.00
Engineering Designer I	Civil Engineering	\$110.00
Engineering Designer II	Civil Engineering	\$130.00
Senior Engineering Designer	Civil Engineering	\$135.00
Engineer I	Civil Engineering	\$145.00
Engineer II	Civil Engineering	\$165.00
Senior Engineer/Specialist Role	Civil Engineering	\$215.00
Engineering Project Manager I	Civil Engineering	\$165.00
Engineering Project Manager II	Civil Engineering	\$180.00
Engineering Associate Principal I	Civil Engineering	\$240.00
Principal Engineer	Civil Engineering	\$235.00
Interior Designer I	Interior Design	\$90.00
Interior Designer II	Interior Design	\$105.00
Interior Designer III	Interior Design	\$115.00
Senior Interior Designer	Interior Design	\$130.00
ID Project Manager II	Interior Design	\$135.00
Principal Interior Designer	Interior Design	\$170.00
Intern	Intern	\$65.00
Parks Planner	Landscape Architecture	\$340.00
Landscape Architect Project Manager I	Landscape Architecture	\$145.00
Senior Landscape Architect Project Manager	Landscape Architecture	\$180.00
Principal Landscape Architect	Landscape Architecture	\$215.00
Landscape Designer I	Landscape Architecture	\$105.00
Senior Landscape Designer	Landscape Architecture	\$135.00
Permit Technician I	Municipal Plans & Permitting	\$90.00
Senior Permit Technician	Municipal Plans & Permitting	\$110.00
Senior Plans Examiner	Municipal Plans & Permitting	\$160.00
Building Inspector II	Municipal Inspection	\$155.00
Building Official	Municipal Inspection	\$160.00
Soil and Erosion Control Team Leader	Municipal Inspection	\$150.00
Planning Technician I	Planning	\$75.00
Planner I	Planning	\$105.00
Planner II	Planning	\$100.00
Senior Planner	Planning	\$155.00
Ordinance Specialist	Planning	\$155.00

On-Call Specialist	Planning	\$160.00
Planning Project Manager I	Planning	\$170.00
Planning Associate Principal I	Planning	\$240.00
Principal Emeritus	Principal Emeritus	\$215.00
Practice Technology Helpdesk Lead	Practice Technology	\$125.00
Spatial Data Technician I	Practice Technology	\$80.00
Spatial Data Technician II	Practice Technology	\$90.00
GIS Analyst II	Practice Technology	\$100.00
BIM Coordinator	Practice Technology	\$120.00
BIM Manager	Practice Technology	\$155.00
Sr. BIM Manager	Practice Technology	\$215.00
CIM Manager	Practice Technology	\$155.00
Director of Technology Services	Practice Technology	\$190.00
Vice President	Vice President	\$355.00
Senior Vice President	Vice President	\$370.00
Executive Vice President	Vice President	\$480.00