



#154

31 March 2026

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

**RE: Newburgh Recreation Center
Change Order 38 – Town Invoice Credits**

Summary: Credit for vendor invoices previously paid for by the Town that are the responsibility of the Contractor.

Change Order Amount: (\$26,623.63)

Respectfully submitted,

MHE Engineering, D.P.C.

A handwritten signature in black ink, appearing to read 'mjl', written over a horizontal line.

Michael J. Lamoreaux, P.E.
Principal

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

CHANGE ORDER NO.: 38

Owner: Town of Newburgh	Owner's Project No.:
Engineer: MHE Engineering, D.P.C.	Engineer's Project No.: 21-135
Contractor: O'Connor Company	Contractor's Project No.:
Project: Newburgh Recreation Center Project	
Contract Name: General Construction	
Date Issued: 03/17/2026	Effective Date of Change Order: 03/17/2026

The Contract is modified as follows upon execution of this Change Order:

Description:

- **Credit for vendor invoices sent to the Town of Newburgh that are the responsibility of the Contractor.**

Attachments:

- | | |
|--|--------------|
| • Newburgh Winwater Invoice #216800; | (\$6,425.12) |
| • Glenn Davis Invoice #1410 | (\$2,000.00) |
| • Central Hudson Invoice #2100-7880,55-9; Service 11/6/25-12/9/25 | (\$9,389.08) |
| • Central Hudson Invoice #2100-7880,55-0; Service 5/29/25-7/7/25 | (\$8,809.43) |

SUBTOTAL = (\$26,623.63)

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ 12,106,100.00	Original Contract Times: Substantial Completion: 480 Days Ready for final payment: 510 Days
Increase from previously approved Change Orders No. 1 to No.37: \$ 370,688.39	[Increase] [Decrease] from previously approved Change Orders No.1 to No.1 [Number of previous Change Order]: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: \$ 12,476,788.39	Contract Times prior to this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Decrease this Change Order: \$ (26,623.63)	[Increase] [Decrease] this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: \$ 12,450,164.76	Contract Times with all approved Change Orders: Substantial Completion: 480 Days Ready for final payment: 510 Days

Recommended by Construction Manager

Recommended By Engineer

By: _____

Title:

Date:

Authorized by Owner

By:

Title:

Date:

Accepted by Contractor

Ken Welman

Sr. Project Manager

3/26/26



NEWBURGH WINWATER CO.
653 RT 52 EAST
PO BOX 353
WALDEN, NY 12586-0353

Page	Date Printed	Invoice No.
1	6/11/25	216800 01

To Reorder Contact Us At
Phone No. : (845) 778-3312
Fax No .. : (845) 778-3830 DB# 08

Sold To:

Ship To:

T/O NEWBURGH WATER DEPT
308 GARDNERTOWN RD
ATTN MARY
NEWBURGH, NY 12550-2663

T/O NEWBURGH WATER DEPT
653 Route 52
Walden, NY 12586-2714

Customer Number 00007-013331	Customer Purchase Order TAPPING SLEEVE	Job Name TAPPING SLEEVE
Placed By STEVE	Salesman 033-BRIAN STRATTON JR	Type Shipment Stock
	Ship VIA	Date Shipped 6/11/25

***** WINTER HOURS STARTING 12/1/21 7:00 AM TILL 4:30 PM *****

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
1	EA	MJSF-1356-0800-12 MJ TAP SLV	1		4,061.0300		.00	4,061.03	N
1	EA	MJ OUTLET STAINLESS TAP SLEEVE	1		2,125.5900		.00	2,125.59	N
1	EA	8 MJ RS VALVE OL VALVE BOX	1		238.5000		.00	238.50	N

WINTER HOURS 7:00AM - 4:30PM ***STARTING DECEMBER 1ST***

Terms: Monthly Finance Charge May Be Applied To Past Due Accounts.

2% 10 DAYS NET 30

If Paid By 6/21/25 You May Deduct 128.50

Pay full balance by 7/11/25

Tax Area ID:	Net Sales	6,425.12
NY - 330710000	Freight	.00
State Tax % .000	State Tax	.00
Local Tax % .000	Local Tax	.00
	Invoice Amount	6,425.12



When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (845) 778-3312.
T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winsupplyinc.com/tcsale.

INVOICELP : Laser Invoice

1353 Indian Fields Road
Feura Bush, NY 12067



Phone 518-392-5676
www.glenndavisvalve.com

July 22, 2025

Town of Newburgh
1496 Route 300
Newburgh NY 12550

Invoice#: 1410
Job #: 2426

Description	Hours/Quantity	Price	Amount
12" x 8" Wet Tapping Services	1.00	2,000.00	2,000.00

*Services performed on 6/12/25 per Steve Grogan in
Newburgh, NY.

*A service charge of 18% per annum
will be charged on all amounts
overdue on regular statement dates.*

Tax Exempt Municipality

Thank you for your business!

Non-Taxable Amount: 2,000.00
Taxable Amount: 0.00
Sales Tax: 0.00
Amount Due: 2,000.00

C03700

1496 Route 300
Newburgh, New York 12550
(845) 564-5220

DO NOT WRITE IN THIS BOX

DEPARTMENT New Recreation Center

CLAIMANT'S NAME AND ADDRESS	CENTRAL HUDSON 284 SOUTH AVE. DEPT. 100 POUGHKEEPSIE, NY 12601-4839
--------------------------------------	--

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
A.7110.5481	\$9,389.08	
Total		\$9,389.08
Abstract #		

VOUCHER NO.

TERMS Net 30 Days

Inv# 2100-7889.55-9 Dec-25

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
12/22/2025		Service from Dec-25		
		Central Hudson # 2100.7889.55.9	Amount \$9,389.08	Account Charged A.7110.5481
		\$9,389.08		
			TOTAL	\$9,389.08

CLAIMANT'S CERTIFICATION

I, _____, certify that the above account in the amount of \$ \$9,389.08 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.

CERTIFICATION ATTACHED BILL

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 for paid from the appropriations indicated above

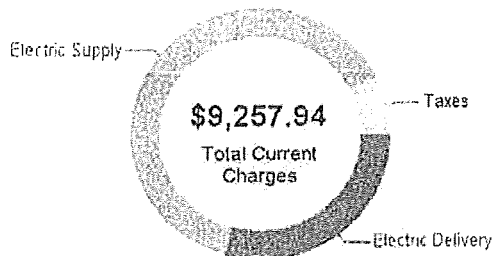
Date _____

Auditing Board



284 SOUTH AVENUE
POUGHKEEPSIE NY 12601-4839
www.CentralHudson.com

Service For: TOWN OF NEWBURGH
RECREATION DEPT.
1702 ROUTE 300, PARK
NEWBURGH NY
12550



Account Number: 2100-7889-55-9
Customer Number: 100276630

Page 1 of 4

Contact Us

A7110.5481

Email, "live chat" and other options: CentralHudson.com/ContactUs

Report an outage: CentralHudson.com, 845-452-2700 or text OUT to 236483

Natural gas odors: Call 911 or 1-800-942-8274

Fallen wires and other electrical hazards: Stay at least 30 feet away and call 911

Bill Summary

Previous Billed Amount	\$14,590.91
Payment Since Last Bill - THANK YOU!	\$-14,590.91
Current Electric Charges	\$9,257.94
Billing Adjustments	\$131.14

Total Amount Due Now

\$9,389.08

Current Billing Period	Nov 06, 2025 - Dec 09, 2025
Late Charges Added After	Jan 08, 2026
Next Scheduled Reading Date	Jan 08, 2026
Heating Degree Days	This Year: 953, Last Year: 821

Ways to Pay



ONLINE:
CentralHudson.com/MyAccount



MOBILE APP:
Download at CentralHudson.com/MobileApp



TEXT MESSAGE: Text PAY to 236483



PHONE: 845-452-2700 or 800-527-2714



See back for details and other options.

1/8/26

PS_2100788955_251210 PDF

Billing details on page 3

Please return this stub and make checks payable to Central Hudson

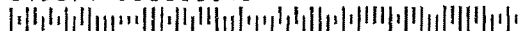
Account Number	2100-7889-55-9
Amount Due Now	\$9,389.08
Late Charges Added After	01/08/2026
\$	<u>9,389.08</u>

Amount Enclosed

To contribute to the Good Neighbor Fund
add a whole dollar amount, \$1 to \$10.

Central Hudson Gas & Electric Corporation
284 South Avenue
Poughkeepsie, NY 12601-4839

015294 000000043



TOWN OF NEWBURGH
RECREATION DEPT.
1702 ROUTE 300, PARK
NEWBURGH, NY 12550

21007889559 1 0000938908 21007889559 0000938908

Payment Options

eBills: Receive your bills electronically and pay electronically from your bank account.
Credit/Debit card: By phone (1-888-909-4634) or on our website (www.CentralHudson.com).

ezPay: One-time payment available on our website. You will need your Central Hudson account number and your banking information.

Pay by text: Pay your account balance. Register for our text messaging service online by logging in at www.CentralHudson.com. You may also

register for this service by texting REG to 236483 (CentHud). If your cell phone number is not on file in our records, you will need your Central Hudson account number to complete registration by text.

Pay by phone: 845-452-2700 or 1-800-527-2714. Have your Central Hudson account number and bank account information handy.

Pay through U.S. mail: Return your bill stub and check in the return envelope provided. When you provide a check as a payment, you authorize Central Hudson either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

Pay in person: Use an authorized payment location. Be sure to include your bill stub to ensure proper credit.

Additional information on payment options and a listing of convenient authorized bill payment locations can be found at www.CentralHudson.com.

Payment agreement options & billing accuracy: You are entitled to pay your bill in installments with a payment agreement based on your financial circumstances, and/or when your meter reading usage is estimated; i.e., if the next actual meter reading shows we underestimated your usage by more than 50 percent or \$100, you can pay the amount of the difference in installments. Central Hudson reserves the right to revise any billing if necessary.

Contact Information

Keep your contact information current by logging into our website and updating your mailing address, phone number and email.

For Your Information

Inquiries: Please refer to your account number shown on this bill when making inquiries. Representatives are available by telephone, Monday through Friday 8 a.m. to 6 p.m., and Saturday 9 a.m. to 1 p.m.; call 845-452-2700 or 1-800-527-2714. If you do not get a satisfactory response when you call Central Hudson, please ask to speak with a Supervisor. Further assistance is available from a Consumer Outreach representative or the Customer Account Services Manager. If still not satisfied, you may contact the NY Department of Public Service at www.dps.ny.gov/complaints or (800) 342-3377.

Employee Identification: For your protection, our employees carry an official card bearing the employee's name and photograph. Please ask to see it.

Senior Identification Program: We provide special protections and services for seniors. If you are age 62 or older, please contact us to enroll in our confidential Senior Identification Program.

Life Support Equipment: If life support equipment, such as a kidney machine or 24-hour respirator, is being used by you or another member of the household, please let us know.

Late Payment Charge: Bills are due when rendered. To avoid a late payment charge of 1.5 percent per month, your payment must be received by the date shown on your bill stub.

Deposit Requirements: We may require a security deposit if your account is in arrears or if we have terminated service for nonpayment. Please contact us for further information on deposit requirements.

Budget Billing: To levelize your bills throughout the year at an equal monthly amount, call us and ask about Budget Billing.

Rate Schedules: Rate schedules are available at our 284 South Ave., Poughkeepsie, office and on our website.

Unmetered Service: Usage for unmetered lighting accounts is based on wattage and estimated hours of operation.

Right To an Actual Meter Read: Upon the discontinuation of utility service, customers may obtain, upon request, an actual meter reading. A \$25 special meter reading fee may apply. The meter reading will be obtained within 48 hours, not including holidays or non-workdays. Full access to the meter(s) is required.

Definition of General Billing Terms

Full-Service Customers: Customers who purchase electricity and/or gas supply from Central Hudson for delivery through our wires or pipes.

ESCO-Service Customers: Customers enrolled in our Customer Choice Program, who purchase electricity and/or gas from an independent energy supply company (ESCO) for delivery through Central Hudson's wires or pipes.

Meter Multiplier: A conversion factor used for a meter designed to record only a portion of energy use.

NYS & Local Taxes: Taxes and surcharges imposed upon Central Hudson by the state of New York and/or local authorities, to be collected from all customers.

Heating Degree Days: A method of measuring the severity of winters. A higher degree-day number represents a colder time period. For more information about degree days and energy conservation, visit our website at www.CentralHudson.com.

kWh: Kilowatt hour, a measured volume of electricity, kWh is a maximum measured rate of electricity.

Ccf: Hundreds of cubic feet, a measured volume of gas.

Definition of Delivery Charges

Basic Service Charge: A pro-rated 30-day charge for maintenance and account administrative costs; billed whether or not you use electricity or gas during the billing period.

Delivery Service Charge: The cost of delivering electricity or gas to customers, whether purchased from Central Hudson or another supplier.

MFC Administration Charge: A charge to reflect the administrative costs Central Hudson incurs to support the provision of electric and natural gas.

Transition Adjustment: A charge that balances the costs of converting customer from full-service to ESCO-service.

Bill Credit: A mechanism to refund a regulatory balance owed to customers.

Revenue Decoupling Mechanism (RDM): A mechanism intended to minimize the impact to Central Hudson resulting from reduced energy consumption as efficiency programs are implemented. For certain gas heating customers, the RDM will reflect a separate Weather Normalization Adjustment to adjust gas delivery charges due to variations from normal weather for October through May.

System Benefits Charge (SBC)/Renewable Portfolio Standard (RPS): Incremental state-mandated electric and gas charges to fund energy efficiency programs, assistance for low-income customers, energy research and development, increase renewable resources, and other initiatives. An additional cost may be included in this line item associated with the Clean Energy Standard, explained below.

Miscellaneous Charge: A mechanism to refund/recover from electric customers the benefits/cost associated with Central Hudson's retained electric generation and mandatory power purchases. An additional cost included in this electric line item for non-demand customers is the MISC II charge explained below. For gas customers, a mechanism to refund/recover interruptible refunds/surcharges applicable to SC No. 11 customers, Earnings Adjustment Mechanism, Rate Adjustment Mechanism, Make Whole Provision, Non-Pipe Alternative, and Arrears Reduction Program.

MISC II: A mechanism to recover from electric customers the cost associated with the Company's alternative infrastructure project, the costs associated with certain elements of Value Stack Compensation related to the purchase of generation, the Company's Commercial System Relief Program, Earnings Adjustment Mechanism, Rate Adjustment Mechanism, Make Whole Provision, Electric Vehicle Make-Ready Program and Energy Storage Deployment.

Customer Benefit Contribution (CBC): A charge to recover costs associated with low-income, and energy efficiency programs from electric customers who have installed behind-the meter generation on or after January 1, 2022.

Definition of Supply Charges

MFC Supply Charge: A charge to reflect the costs Central Hudson incurs associated with purchasing electric and natural gas supply for full-service customers.

Market Price: The average monthly price per kWh Central Hudson pays for electric supply for full-service customers. Additional costs included in this line item are state-mandated charges to recover costs associated with supporting renewable and zero emission power sources.

Market Price Adjustment: An adjustment (credit or charge) to the previous month's Market Price for differences caused by the timing of billing and collection.

Gas Supply Charge: The average monthly price per Ccf Central Hudson incurs for gas supply for full-service customers.

Clean Energy Standard (CES): A mechanism to recover costs from electric customers associated with state-mandated initiatives to reduce emissions and increase renewable generation. Charges to recover costs associated with supporting renewable and zero-emissions power sources are included within the supply portion of the bill of all New York utility and energy service companies.

Customer Choice Billing

Consolidated Bill Credit: A credit will be provided on bills issued as a result of a regular meter reading for ESCO-electric and/or gas service customers receiving one consolidated bill for Central Hudson delivery charges and the ESCO's supply charges. This credit represents certain costs that we no longer incur to provide service to you; and the amount is subject to change and approval by the PSC.

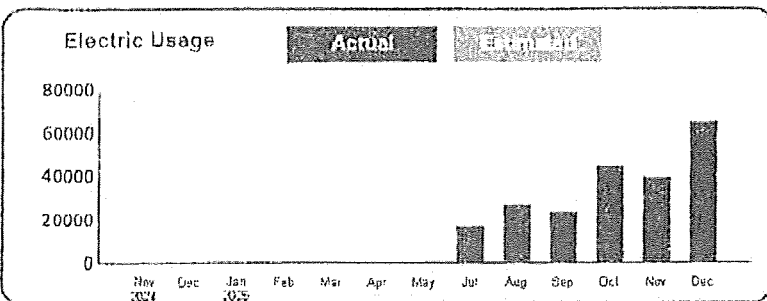
MFC Administration Charge: (see definition above); ESCO-service customers receiving a separate bill from their supplier are not billed this charge.

MFC Supply Charge: (see definition above); ESCO-service customers are not billed this charge.

Transportation Demand Adjustment (TDA): For gas ESCO-service customers, a mechanism to recover costs of state-mandated programs and refund benefits of specific types of gas sales. These amounts are included in the Gas Supply Charge for full-service customers.



Meter # 96578280 Non-Residential Secondary Demand
POD ID: 1000419897



Electric Service Charges 64,920 kWh at a cost of \$9,257.94
Average Daily Cost for Electric \$272.2924

Amount of Electricity Used

		kWh	KW
12/09/2025	Present Reading (actual)	1802	5.66
11/06/2025	Previous Reading (actual)	1261	4.34
	Multiplier	120.000	120.000

Electricity Used 64920 158.4

Cost for Electricity Used (for 1.0 months)

ENERGY DELIVERY CHARGES:

Basic Service Charge	1.0 Mos. @	160.00000	160.00
Delivery Svc Chg	64920 kWh @	0.00467	303.18
MFC Admin Chg	64920 kWh @	0.00007	4.55
Transition Adj	64920 kWh @	0.00005	3.25
Bill Credit	64920 kWh @	-0.00219	-142.18
SBC/RPS Chgs	64920 kWh @	0.00228	148.02
Misc. Charges	64920 kWh @	-0.00427	-276.90
RDM Chg	64920 kWh @	-0.00284	-184.38

Demand Delivery Charges:

Demand charge	158.4 KW @	16.000 X 1.0	2,534.40
MISC II	158.4 KW @	1.112 X 1.0	176.11

Total Delivery Charges 2,726.05

ENERGY SUPPLY CHARGES:

(You may choose another supplier for this part of your service)

MFC Supply Chg	64920 kWh @	0.00035	22.72
Market Price	64920 kWh @	0.09027	5,860.22
Market Price Adj	64920 kWh @	-0.00112	-72.94

Total Supply Charges 5,810.00

NYS & Local Taxes 26.21

Sales Tax @ 8.125% 695.68

TOTAL ELECTRICITY COST \$9,257.94

For this billing period, the average cost of energy we purchased for you was \$0.08949 per kWh (excluding taxes). You can use this number to compare our price to other suppliers' prices.

Payments and Adjustments

Late Payment Charge 11/10/2025 \$131.14

Account Number: 2100-7889-55-9

Page 3 of 4

Message Center

What's New ...

The Home Energy Assistance Program (HEAP) is now open! Apply today for a one-time benefit to help with heating costs this winter. Both homeowners and renters may qualify. Visit www.CentralHudson.com/HEAP or contact your local Department of Social Services. Don't wait - apply early to stay warm and safe!

Did you know?

Cold weather can mean higher heating bills. Central Hudson offers smart tools to help you manage your usage—like the MyMeter Portal, under Usage History in My Account. Track energy use, connect to ENERGY STAR tips, and make smarter choices. Learn more at CentralHudson.com.

IMPORTANT UPDATE:

Continued Energy Bill Discounts for Eligible Customers

Good news! We are making important changes to help keep energy affordable.

- If you were removed from our Energy Affordability Program (EAP) starting October 1, 2025, due to the end of your 12-month eligibility period, you will be automatically re-enrolled. There's nothing you need to do right now.
- We are pausing all EAP disenrollments through November 30, 2026. This means you will continue to receive your EAP bill discount during this period, even if there are delays in federal program funding.
- The period to demonstrate EAP eligibility has been extended from 12 to 18 months. If you participate in a qualifying program (like Medicaid or SNAP) at any point in the past 18 months, you may be eligible for EAP discounts.

What You Need to Do:

- If you are currently receiving EAP discounts, you do not need to take any action—your benefits will continue.
- If you believe you qualify but are not receiving the discount, please visit www.CentralHudson.com/PaymentAssistance to check your eligibility and learn how to enroll.

We are committed to supporting you and ensuring your energy service remains affordable.



*People. Power. Possibilities.***Central Hudson**

A FORTIS COMPANY

Account Number: 2100-7889-55-9

Page 4 of 4

Payments and Adjustments

Payment Received	11/17/2025	\$-8,742.62
Payment Received	12/02/2025	\$-5,848.29

TOWN OF NEWBURGH

1496 Route 300
Newburgh, New York 12550
(845) 564-5220

DO NOT WRITE IN THIS BOX

DEPARTMENT New Recreation Center

CLAIMANT'S
NAME
AND
ADDRESS

CENTRAL HUDSON
284 SOUTH AVE.
DEPT. 100
POUGHKEEPSIE, NY 12601-4839

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
A.7110.5481	\$8,809.43	
Total	\$8,809.43	
Abstract #		

TERMS Net 30 DaysInv# 2100-7889.55-9 Sep-25

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
9/19/2025		Service from Sep-25		
		Central Hudson # Amount Account Charged		
		2100.7889.55.9 \$8,809.43 A.7110.5481		
		<i>pd 9/24/25</i>		
		<i>ck # 104835</i>		
		<i>7/23/2025</i>		
		<i>per call from</i>		
		<i>Pat Heinz</i>		
		<i>we do not pay for</i>		
		<i>this bill. Should be</i>		
		<i>paid by Contractor</i>		
			809.43	is true
			is true, that	
				ck 10
				pd ?
				\$8,809.43

I, _____
and correct; that the items, services and disburse
taxes, from which the municipality is exempt, are

DATE

TITLE

DEPARTMENT APPROVAL

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

Date

Authorized Official

Visa
Gilbert Piagnadio
Town of Newburgh
4798 5100 6878 8476
Valid Thru 4/26
Code: 151

FINAL TERMINATION NOTICE

Please bring this notice to the attention of Central Hudson when paying this bill.

09/09/2025

TOWN OF NEWBURGH RECREATION DEPT.
1702 ROUTE 300, PARK
NEWBURGH, NY 12550

Re: Final Termination Notice

Utility services are at risk for termination on 09/19/2025. A payment in the amount of \$8,809.43 is required to avoid service interruption. You can keep your service on by paying this amount. If you are experiencing financial hardship, you may be eligible for a deferred payment agreement. Eligibility requirements are listed on the back of this notice.

If a returned payment has been received on your account within the last 24 months, cash, money order or a certified check are the only methods of payment that will be accepted. Payment of this amount which results in a returned payment will result in the immediate termination of services without further notification.

Service reconnection by someone other than an authorized Central Hudson employee is illegal and may result in criminal prosecution of the customer of record.

If utility services are disconnected due to non-payment, you will be required to pay a reconnection fee. Reconnection fees are listed on the back of this notice.

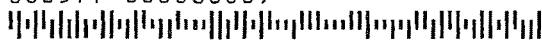
Refer to this notice when paying this bill. To pay your bill electronically, visit our website or contact us at (845) 790-1888. For a list of payment agent locations to pay your bill, visit www.CentralHudson.com/PaymentLocations.

DP_Z210001085.xml-1153-000000009

This is a Final Termination Notice

AMOUNT IN ARREARS : \$8,809.43
PAY ON OR BEFORE : 09/19/2025

000577 000000009



TOWN OF NEWBURGH RECREATION DEPT.
1702 ROUTE 300, PARK
NEWBURGH, NY 12550

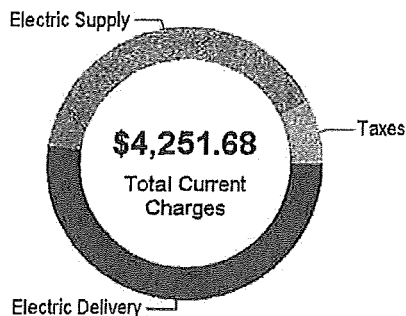


CENTRAL HUDSON GAS & ELECTRIC
284 SOUTH AVENUE
POUGHKEEPSIE, NY 12601-4838

21007889559 2 2000880943 21007889559 0000880943

284 SOUTH AVENUE
 POUGHKEEPSIE NY 12601-4839
 www.CentralHudson.com

Service For: TOWN OF NEWBURGH
 RECREATION DEPT.
 1702 ROUTE 300, PARK
 NEWBURGH NY
 12550



Contact Us

Email, "live chat" and other options: CentralHudson.com/ContactUs

Report an outage: CentralHudson.com, 845-452-2700 or text OUT to 236483

Natural gas odors: Call 911 or 1-800-942-8274

Fallen wires and other electrical hazards: Stay at least 30 feet away and call 911

Bill Summary

Previous Billed Amount \$0.00
 Current Electric Charges \$4,251.68

Total Amount Due Now \$4,251.68

Current Billing Period May 29, 2025 - Jul 07, 2025

Late Charges Added After Aug 05, 2025

Next Scheduled Reading Date Aug 07, 2025

Heating Degree Days This Year 33 Last Year 18

Ways to Pay



ONLINE:
 CentralHudson.com/MyAccount



MOBILE APP:
 Download at CentralHudson.com/MobileApp



TEXT MESSAGE: Text PAY to 236483



PHONE: 845-452-2700 or 800-527-2714



See back for details and other options.

PS_2100788955_250710.PDF

Billing details on page 3

Please return this stub and make checks payable to Central Hudson

Account Number 2100-7889-55-

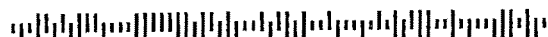
Amount Due Now **\$4,251.6**

Late Charges Added After 08/05/202

\$ **3932.1** Amount Enclos

**Tax Exempt*

To contribute to the Good Neighbor Fund
 add a whole dollar amount, \$1 to \$10.

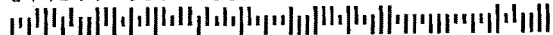


Central Hudson Gas & Electric Corporation

284 South Avenue

Poughkeepsie, NY 12601-4839

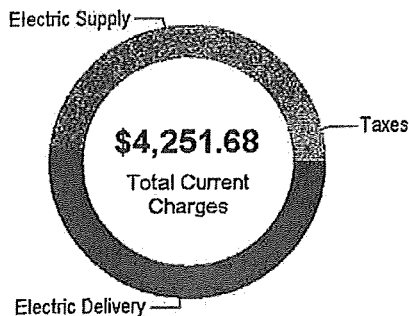
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TOWN OF NEWBURGH
 RECREATION DEPT.
 1702 ROUTE 300, PARK
 NEWBURGH, NY 12550

284 SOUTH AVENUE
 POUGHKEEPSIE NY 12601-4839
 www.CentralHudson.com

Service For: TOWN OF NEWBURGH
 RECREATION DEPT.
 1702 ROUTE 300, PARK
 NEWBURGH NY
 12550



Contact Us

Email, "live chat" and other options: CentralHudson.com/ContactUs

Report an outage: CentralHudson.com, 845-452-2700 or text OUT to 236483

Natural gas odors: Call 911 or 1-800-942-8274

Fallen wires and other electrical hazards: Stay at least 30 feet away and call 911

Bill Summary

Previous Billed Amount \$0.00
 Current Electric Charges \$4,251.68

Total Amount Due Now \$4,251.68

Current Billing Period May 29, 2025 - Jul 07, 2025
 Late Charges Added After Aug 05, 2025
 Next Scheduled Reading Date Aug 07, 2025

Heating Degree Days This Year 33 Last Year 18

Tax Exempt

< 319.49

A.7110.5481

3932.19

Ways to Pay



ONLINE:
 CentralHudson.com/MyAccount



MOBILE APP:
 Download at CentralHudson.com/MobileApp



TEXT MESSAGE: Text PAY to 236483



PHONE: 845-452-2700 or 800-527-2714



See back for details and other options.

PS 2100788955 250710.PDF

Billing details on page 3

Please return this stub and make checks payable to Central Hudson

Account Number 2100-7889-55

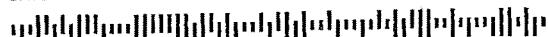
Amount Due Now **\$4,251.68**

Late Charges Added After 08/05/2025

\$ **3932.19** Amount Enclo.

**Tax Exempt*

To contribute to the Good Neighbor Fund
 add a whole dollar amount, \$1 to \$10.



Central Hudson Gas & Electric Corporation
 284 South Avenue
 Poughkeepsie, NY 12601-4839

014399 000000053



TOWN OF NEWBURGH
 RECREATION DEPT.
 1702 ROUTE 300, PARK
 NEWBURGH, NY 12550

24

21007889559 1 0000425168 21007889559 0000425168

Meter # 96578280 Non-Residential Non-Demand
 POD ID: 1000419897

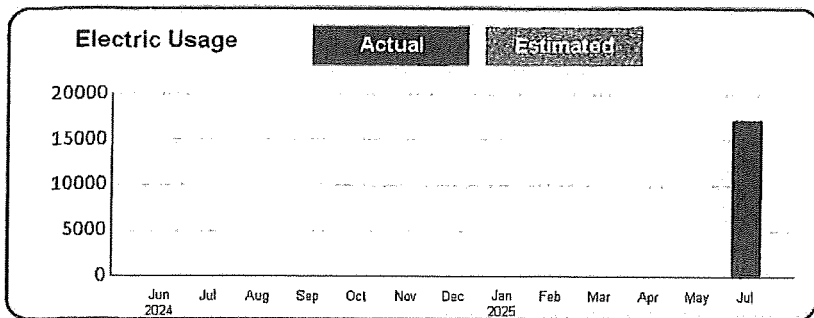
Message Center

What's New ...

Central Hudson is reinstituting late fees, which had been suspended since April 2020. To avoid late fees, payments in full must be made by the due date indicated on your bill. If you are unable to pay in full by the due date, please contact us to discuss options such as interest-free deferred payment agreements.

Did you know?

Planning a move? Whether you need to stop your Central Hudson service or transfer it to your new address, we've got you covered. It's quick and hassle-free. Visit www.CentralHudson.com and navigate to the "Start or Stop Service" section. Your convenience is our priority – let us simplify your move, one click at a time!



Electric Service Charges 17,160 kWh at a cost of \$4,251.68

Average Daily Cost for Electric \$106.2920

Amount of Electricity Used

		kWh	KW
07/07/2025	Present Reading (actual)	143	0.660
05/29/2025	Prev. Read (est.-No field reading)	0	0.000
	Multiplier	120.000	

Electricity Used 17160 79.200

Cost for Electricity Used (for 1.3 months)

ENERGY DELIVERY CHARGES:

Basic Service Charge	1.3 Mos. @	32.50000	42.25
Delivery Svc Chg	17160 kWh @	0.10135	1,739.16
MFC Admin Chg	17160 kWh @	0.00127	21.79
Transition Adj	17160 kWh @	0.00107	18.44
Bill Credit	17160 kWh @	-0.00520	-89.19
SBC/RPS Chgs	17160 kWh @	0.00670	115.02
Misc. Charges	17160 kWh @	0.01543	264.73
RDM Chg	17160 kWh @	0.00597	102.44
Total Delivery Charges			2,214.64

ENERGY SUPPLY CHARGES:

(You may choose another supplier for this part of your service)

MFC Supply Chg	17160 kWh @	0.00436	74.80
Market Price	17160 kWh @	0.08198	1,406.80
Market Price Adj	17160 kWh @	0.01305	223.92
Total Supply Charges			1,705.52
NYS & Local Taxes			12.03
Sales Tax	@ 8.125%		319.49

TOTAL ELECTRICITY COST \$4,251.68

For this billing period, the average cost of energy we purchased for you was \$0.09939 per kWh (excluding taxes). You can use this number to compare our price to other suppliers' prices.

SAFETY CHECKLIST PREPARE FOR SUMMER STORMS

☐ NOTIFY US

To report an outage:

- » Call the PowerLine at (845) 452-2700
- » Go online: www.CentralHudson.com/Storms
- » Text "OUT" to 236483

☐ PULL SOME PLUGS

To reduce the risk of damage to appliances and electronics when power is restored, unplug them or turn them off.

☐ CHECK THE RADIO FOR UPDATES

When outages are severe enough, we broadcast status updates on local radio stations.

☐ FOLLOW US ON SOCIAL MEDIA

We post outage restoration updates on our Facebook and X (Twitter) pages during severe storm events.

☐ WATCH OUT FOR DOWNED POWER LINES

- » Stay at least 30 ft. away and tell others to keep away.
- » Be careful not to touch or step in water near the line.
- » If you see someone who is in harm's way of the downed line, do not touch the person.
- » Call 911 immediately to make a report.

CentralHudson.com/Storms



check 59175 T9

14,411.09

- 8809.43 pd 9/24

- 4000.00 rmd 9/24

1601.66 due 9/24

Central Hudson Gas and Electric

Empl # 10989

845-452-2700

\$ 14411.09 - 4600 =

Rcpt# 31219
Date 926-25

Customer Name

Town of Newburgh Rec.

Account #

Account # 2100-71889-55-9

Payment Type

Past Due Balance

Today's Payment \$ 4,000.00

Remaining Past Due

Current Bill

Due Date

Due Date

Conf # 316231

Cash ☐ Check ☐

CC ☒ Spay ☐

Conf #



#15I

31 March 2026

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

**RE: Newburgh Recreation Center
Change Order 39 – Unused Contract Allowances**

Summary: Credit for unused Contract Allowances.

Change Order Amount: (\$31,358.00)

Respectfully submitted,

MHE Engineering, D.P.C.

A handwritten signature in black ink, appearing to read 'Michael J. Lamoreaux', written over a horizontal line.

Michael J. Lamoreaux, P.E.
Principal

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

CHANGE ORDER NO.: 39

Owner: Town of Newburgh	Owner's Project No.:
Engineer: MHE Engineering, D.P.C.	Engineer's Project No.: 21-135
Contractor: O'Connor Company	Contractor's Project No.:
Project: Newburgh Recreation Center Project	
Contract Name: General Construction	
Date Issued: 03/17/2026	Effective Date of Change Order: 03/17/2026

The Contract is modified as follows upon execution of this Change Order:

Description:

- **Credit for unused Contract allowances.**

Attachments:

- | | |
|---|------------------------|
| • Allowance A-1; Lump Sum | (\$15,358.00) |
| • Allowance C-2; Subbase | (\$10,000.00) |
| • Allowance C-3; Select Backfill | (\$2,000.00) |
| • Allowance C-4; Crushed Stone | (\$2,500.00) |
| • Allowance C-5; Controlled Density Fill | (\$1,500.00) |

SUBTOTAL = (\$31,358.00)

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 12,106,100.00		Substantial Completion: 480 Days	
		Ready for final payment: 510 Days	
Increase from previously approved Change Orders No. 1 to No.38:		[Increase] [Decrease] from previously approved Change Orders No.1 to No.1 [Number of previous Change Order]:	
\$ 362,263.27		Substantial Completion: N/A	
		Ready for final payment: N/A	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 12,450,164.76		Substantial Completion: N/A	
		Ready for final payment: N/A	
Decrease this Change Order:		[Increase] [Decrease] this Change Order:	
\$ (31,358.00)		Substantial Completion: N/A	
		Ready for final payment: N/A	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 12,418,806.76		Substantial Completion: 480 Days	
		Ready for final payment: 510 Days	

Recommended by Construction Manager

Recommended By Engineer

By:

Title:

Date:

Authorized by Owner

Accepted by Contractor

By:

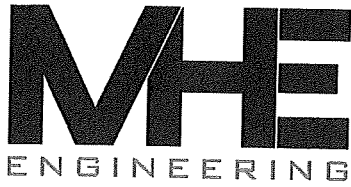
Ken Welman

Title:

Sr. Project Manager

Date:

3/26/26



#15J

AGREEMENT FOR ENGINEERING SERVICES

Between

Town of Newburgh

and

MHE Engineering, D.P.C.

For Professional Services

Related to

**Chadwick Water Filter Plant Roof Replacement
Design, Bidding & Construction Phase 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

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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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.

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,

Description of Service		Amount	Basis of Compensation
1.	Design and Bidding Phase Services (Section 1.01B & 1.01C)	\$30,000	Lump Sum in accordance with (Exhibit J Packet BC-1)
2.	Construction Phase Services (Section 1.01D)	HOURLY	Hourly at Salary Cost times a Factor (Exhibit J Packet BC-6)
3.	Additional Services (Article 2 of Exhibit A)		Hourly at Salary Cost times a Factor (Exhibit J Packet BC-6)

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

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, 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.

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

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.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

- 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.

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.

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

- 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

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.

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.

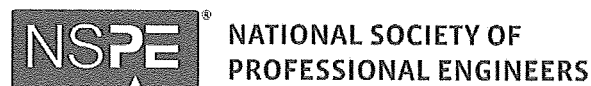
B. Terminology

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

- 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.

EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared By



EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

- A. All phases of Engineer's services will include management of Engineer's Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
 - 1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:
 - a. be consistent with and serve as a supplement to the Schedule of Deliverables.
 - b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.
 - 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.
 - 4. Conduct ongoing management tasks, including:
 - a. Maintaining communications records and files pertaining to or arising from Engineer's services;
 - b. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems, and their resolution; and
- B. In all phases of Engineer's services, Engineer shall prepare draft and final Drawings using AutoCAD 2025 (or later) software.
- C. The source documents for the draft and final Specifications in all phases of Engineer's services will be MHE standard specifications, unless otherwise mutually agreed upon by the parties.

1.02 Study and Report Phase - **DELETED**

1.03 Preliminary Design Phase

- A. Upon written authorization from Owner, Engineer shall:
 - 1. Review and assess all available Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.
 - 2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.
 - 3. The Preliminary Design Phase will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Project. The

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

documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and recommendations for advancing the Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.

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

1.04 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.
1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is two (2). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.
 2. If more than two (2) 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

- E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:
1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.
 2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.
- F. Engineer shall perform or furnish the following other Final Design Phase services:
1. Visit the Site a maximum of two (2) occasions to assist in preparing the final Drawings and Specifications. Participate in one (1) presentation meeting. **Additional Meetings shall be considered under Additional Services.**
 2. Assist with applications for permits and approvals, as follows:
 - a. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.
 - b. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.
 - c. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.
 - d. Engineer does not guarantee issuance of any required permit or approval.
 - e. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.
 3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.
 4. Advise Owner on the need for a professionally prepared Cost Estimate.
 5. 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.
 6. 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.

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. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:
 - a. None
10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work, or upon cessation of negotiations with prospective contractors.
11. Re-bid of any of the contracts will be considered additional services. Any service provided beyond the initial receiving of bids will be considered additional services.

1.06 Construction Phase

- A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Project.
 1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified.
 2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.

Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

8. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.
 - a. Schedules will be acceptable to Engineer as to form and substance:
 - 1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.
 - 3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
9. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
10. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.
11. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

14. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
15. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
16. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
17. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
18. Change Proposals and Claims
 - a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.
 - b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
19. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.
20. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to

- 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.
- 24. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.
- 25. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
- 26. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:
 - a. None
- 27. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:
 - a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;

- B. 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. Basic Services do not include structural engineering services.
 3. 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.
 4. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 5. 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.
 6. 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

3. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
4. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - d. preparation of appraisals;
 - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
9. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.

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. Geotechnical Engineering services and soil borings.
32. Environmental studies, reviews wetland delineation, archeological studies and other studies and / or requirements of agencies, funding sources, or other authorities.
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

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

1.01 Insurance Policies and Limits

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

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

EXHIBIT H—DISPUTE RESOLUTION

ARTICLE 1—DISPUTE RESOLUTION METHOD

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

1.01 Arbitration

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

Exhibit H—Dispute Resolution.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
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and American Society of Civil Engineers. All rights reserved.

EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

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

1.01 Limitation of Engineer's Liability

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

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET BC-6: SALARY COSTS TIMES A FACTOR

ARTICLE 3—COMPENSATION PACKET BC-6: BASIC SERVICES—SALARY COSTS TIMES A FACTOR

- A. Owner shall pay Engineer for Hourly Services set forth in Exhibit A (other than Preliminary Design Phase, 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 3.03.C.2 below.
 4. The total compensation for Engineer's services, included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Subcontractors' and Subconsultants' charges.
 5. The portion of the amounts billed for Engineer's services will be based on the applicable Salary Costs for the cumulative hours charged to the Project incurred during the billing period by Engineer's principals and employees multiplied by the above designated factor, plus Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' charges.
 6. Salary Costs means salaries and wages paid to Engineer's employees plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto their customary and statutory benefits are equal to a factor of **1.2**.

3.02 Compensation for Reimbursable Expenses

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

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

1. Fees for services or tasks for engineering design, field construction observation, surveys, etc. will be computed based on the firm representative(s) performing the services and the hours expended, unless a lump sum agreement has been executed.
2. In addition to the above fees, all out-of-pocket and traveling expenses, reproduction charges, mailing charges, and other disbursements are chargeable, plus a 20% service charge, unless any such charges are specifically noted as included in the agreement. Mileage will be chargeable at the approved Federal rate.
3. Without a prior appointment, services of personnel cannot be assured for any certain day.
4. Reproduction charges are based on \$0.25 per photocopy (8.5" x 11") and in-house \$3.60 per D size plan (24' x 36") and \$5.25 per E size plan (30" x 42"), unless otherwise stipulated by agreement.
5. Field Representative rate is based on an 8-hour daytime work period, weekdays. Other time periods will be billable at an overtime rate (1-1/2 rate).



#15K

May 5, 2026

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: GILBERT PIAQUADIO, TOWN SUPERVISOR AND TOWN BOARD MEMBERS

**SUBJECT: RECOMMENDATION OF AWARD
ASBESTOS AND LEAD PAINT TESTING FOR
CHADWICK LAKE FILTER PLANT ROOF**

Dear Supervisor Piaquadio and Town Board Members,

MHE Engineering received proposals, on behalf of the Town, for the Asbestos and Lead Paint Testing for the existing roof of the Chadwick Lake Filter Plant on May 1, 2026.

Three proposals were received for the project as outlined in the table below.

Company Name	Fee
AIR Environmental Consulting, LLC	\$ 1,595.00
Quality Environmental Solutions & Technologies, Inc.	\$ 4,110.00
Adelaide Environmental Health	\$ 4,770.00

The proposal scope involves testing for asbestos materials and lead based paint at the existing Chadwick Lake Filter Plant. All three proposals received were submitted based upon a brief RFP prepared, which described the building and included photos of the roof.

We have worked with AIR Environmental Consulting, LLC on numerous projects over the course of many years with satisfactory performance.

Based on the above, it is our recommendation that, if funding permits, the Town of Newburgh award the Asbestos and Lead Paint Testing for the Chadwick Lake Filter Plant Roof to AIR Environmental Consulting, Inc., in the amount of \$1,595.00.

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

Attached to this letter is the proposal from AIR Environmental Consulting, LLC, should the Town wish to authorize the work.

If you have any questions regarding this recommendation or if you require additional information, please contact me at your convenience.

Respectfully submitted,

MHE Engineering, D.P.C.

A handwritten signature in black ink, appearing to read "Andrew Warren". The signature is fluid and cursive, with the first name "Andrew" and last name "Warren" clearly distinguishable.

Andrew Warren, R.A.

Senior Architect

Enclosure: AIR Environmental Consulting, LLC



May 1, 2026

Mr. Gil Piaquadio
Supervisor
Town of Newburgh
1496 NY-300
Newburgh, NY 12550

Re: Pre-Renovation Inspection and Sampling of Suspect Asbestos Containing Building Material (ACBM) and Lead Based Paint (LBP)

Dear Supervisor Piaquadio:

Thank you for the opportunity to discuss your needs for an environmental consulting services company. AIR Environmental Consulting LLC (AIR) is pleased to submit this proposal to perform a pre-renovation asbestos inspection and sampling of suspect Asbestos Containing Building Material (ACBM) and Lead Based Paint (LBP) on the roof of the Town of Newburgh Chadwick Lake Water Filter Plant located at 319-399 NY-32, Newburgh, NY 12550. This inspection is required before the upcoming planned renovation of the roof takes place.

The selection of a qualified technical consultant for professional services, such as pre-construction inspections, project design, project management and air monitoring, represents a process as important as selecting a reputable environmental remediation contractor. The success of any remediation project is identified mainly in the planning and design element of the project. A technically sound project design combined with proper oversight provides the most cost-effective solution and ensures the gains realized are not at the expense of future liability to you.

With over 25 years of experience in the environmental consulting industry, AIR Environmental Consulting LLC provides services in the areas of OSHA safety, air monitoring, building hazard assessments, NYS/NESHAP pre-demolition inspections and project management and respiratory protection. Everything we do ensures that you are in strict compliance with all federal, state, and municipal regulatory requirements.

We appreciate the opportunity to present this proposal to you and look forward to working with you on this project. If this proposal is acceptable to you and would like to proceed, please sign in the designated area and return back to the address below. For any additional information concerning any of our services, please contact us via email or at 845-462-0200.

Sincerely,

A handwritten signature in cursive script that reads "Joseph Tomanelli".

Joseph Tomanelli
President

AIR Environmental Consulting LLC agrees to provide the following services:

Task 1 – Perform Pre-Renovation Inspection and Bulk Sampling of Suspect Asbestos Containing Building Material (ACBM)

1. Perform a pre-renovation asbestos inspection and bulk sampling of suspect ACBM on the roof of the Town of Newburgh Chadwick Lake Water Filter Plant located at 319-399 NY-32, Newburgh, NY 12550. A NY State-certified Asbestos Inspector will collect bulk samples of suspect ACBM.
2. Collection of bulk samples will be consistent with all applicable federal, state and local regulations to identify suspect ACBM.
3. Bulk sampling will impact the integrity of the building material. Repairs will not be necessary due to the upcoming renovation. Integrity of the roof will **not** be guaranteed. Building owner may have a roofing contractor present to perform roof repairs after sampling is complete. Ultimately, the condition of the roof will be the responsibility of the building owner.
4. Analysis of bulk samples by Polarized Light Microscopy (PLM) (NY ELAP Method 198.1), Polarized Light Microscopy/ Non-Organically Bound (PLM/NOB) (NY ELAP Method 198.6 - PLM with Gravimetric Prep) and Transmission Electron Microscopy (TEM) (NY ELAP Method 198.4 - TEM with Gravimetric Prep)
 - a. Note: PLM/NOB cannot detect asbestos fibers less than 0.2 microns in diameter. Since asbestos fibers found in NOB materials are often less than 0.1 microns in diameter, this method can sometimes yield low estimates or even false negative results. It is for this reason that both PLM/NOB and TEM analyses must be performed before a material can be classified as Non-Asbestos Containing Material (non-ACM). If a sample is found to be positive for ACM by PLM/NOB, PLM/TEM analysis will not be required.
5. Provide a written inspection report on the samples taken including diagram of sample collection locations, the type of ACM, the percentage and quantity of ACM, laboratory report and certifications.

Task 2 – Perform a Pre-Renovation Inspection of Suspect Lead-Based Paint (LBP) with paint chip samples and/or X-ray fluorescence (XRF) analyzer

1. Perform a pre-renovation inspection of suspect LBP and collect samples by an EPA-licensed Lead Inspector.
2. Collection of paint chip samples and/or X-ray fluorescence (XRF) analyzer sampling will be consistent with all applicable federal, state and local regulations to identify suspect LBP.
3. Paint chip sampling will impact the integrity of the building material. Repairs will not be necessary due to the upcoming renovation.
4. Provide a written inspection report on the samples taken including diagram of sample collection locations, the percentage and quantity of LBP, laboratory report and certifications.



Unparalleled Commitment to Customer Service

FEE PROPOSAL

The following outlines our **estimated** fees associated with the completion of this project. The actual number of samples required may vary.

Task - Asbestos Bulk Sampling with PLM, PLM/NOB, TEM Analysis and Lead Paint Inspection

Asbestos Inspector – 1/2 day @ \$520/day	\$260
Asbestos PLM Bulk Samples – 2 samples @ \$20 each (5-day turnaround)	\$40
Asbestos PLM/NOB Bulk Samples – 10 samples @ \$30 each (5-day turnaround)	\$300
Asbestos TEM Bulk Samples – 10 samples @ \$47 each (5-day turnaround)	\$470
Lead-Based Paint Inspection and Sampling	\$300
Written Report	\$200
Miscellaneous Expenses (Mileage, parking, tolls, etc.)	\$25
Estimated Fee Total	

Grand Total \$1595

Proposal Notes and Assumptions

- Mileage will be billed at a rate of \$0.725/mile based on actual mileage traveled between the Poughkeepsie, NY office and current jobsite (Mileage is adjusted every January to correspond with prevailing government rate).
- Any additional services provided to the client will be billed at standard company rates plus travel, tolls, materials, samples and miscellaneous expenses.
- OT rate applies to hours: > 8 hrs/day; > 40 hrs/wk; Weekends & Holidays.
- Labor will be billed at half day and full day rates.
- Any job over 2 hours from the Poughkeepsie, NY office will incur hotel and per diem charges billable to client (Standard Government rates will apply).
- 48 Hour notification is required for all job work and cancellations, failure to notify us within 48 hours will incur billing charges for equipment and supplies.
- This proposal is valid for 90 days, after this time please contact us to verify and/or update pricing.
- Project is not bid as a prevailing wage project.
- Client will be responsible for providing access to water and electric power, at no additional cost (If needed).



Unparalleled Commitment to Customer Service

ACCEPTANCE OF PROPOSAL – Proposal Number P26-007

Payment Terms: Payment shall be net 10 days; following delivery of invoice. To execute this Agreement, please sign, date and return. A fully executed copy will be returned for your records. **No reports shall be issued until payment is received.**

This proposal, along with AIR Forms 101 and 102, represent the entire agreement between the Town of Newburgh and AIR Environmental Consulting LLC. It may only be modified in writing signed by an authorized representative of the Town of Newburgh and AIR Environmental Consulting LLC.

Gil Piaquadio – Authorized Representative

By _____ Signature _____ Print Name & Title _____ Date _____

AIR Environmental Consulting LLC

By _____
Signature Print Name & Title Date



Unparalleled Commitment to Customer Service



Commercial Terms

Time and Materials Agreement

Effective January 1, 2026

SCOPE OF SERVICES – AIR Environmental Consulting, LLC, referred to herein as "AIR", will perform the services described in its Proposal or, in the absence of a Proposal, as defined in writing and approved by AIR and Client, referred to herein as "Services" in accordance with the following "Commercial Terms". These services shall be performed on a Time and Materials basis, unless specified otherwise in the Proposal.

BILLING RATES

STAFF - Charges for all professional, technical and administrative personnel directly charging time to the project will be calculated and billed on the basis of the following staff category hourly "Billing Rates". Billing Rates are in U.S. dollars, net of all applicable taxes, duties, fees and related charges, and include fringe benefits, burden and fee.

Staff Category	Rate/Hour	Staff Category	Rate/Hour
NY State Certified Asbestos Project Monitor	\$65.00	Industrial Hygienist	\$70.00
NY State Certified Asbestos Inspector or Project Designer	\$65.00	Environmental Trainer	\$75.00
Environmental Scientist	\$65.00	Certified Industrial Hygienist	\$150.00

All travel, to a maximum of eight hours per day, will be charged at the Billing Rates. Billing Rates are based on an eight-hour day, forty-hour work week. Overtime hours are charged at 150% of the Billing Rates. Travel time is calculated from Poughkeepsie, NY office to current job at start of day and from current job to Poughkeepsie, NY office at end of day.

LITIGATION SUPPORT - In the event that AIR's employees are requested by Client or compelled by subpoena or otherwise by any party to give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving the Client at any time, Client shall compensate AIR at 150% of the Billing Rate, including preparation time, and shall reimburse AIR for all out of pocket costs as provided herein.

RETAINER - AIR may require advance deposit of funds on specific projects based upon project cost estimates. In those instances, AIR and the Client will mutually provide terms for the deposit of advance payments and provisions for crediting such advances against invoices for Services completed.

OTHER DIRECT COSTS - "Other Direct Costs" are all costs and expenses incurred by AIR directly attributable to the performance of Services together with a twenty percent (20%) fee. Other Direct Costs include subcontracts, materials, shipping charges, special fees, permits, special insurance and licenses, outside computer time, and miscellaneous costs. Travel and travel-related expenses and equipment purchased for a project with advance authorization are computed on the basis of actual cost plus a ten percent (10%) fee. All other internal expenses (reproduction, telephone, facsimile, etc.) will be charged as a percentage of labor cost, or as quoted. Where applicable, mileage will be billed at the rate of \$0.725/mile.

INVOICING AND PAYMENT - Invoices will be issued weekly itemizing the staff categories, hours worked, rates, and the Other Direct Costs. Copies of supporting documentation will be provided upon Client's request and at Client's expense, to include associated labor and copying costs. Original receipts will be available for review at AIR's Poughkeepsie, NY office, but will not be released. Payments are due at the address appearing on the invoice within ten (10) days of invoice date. Payment is due within ten (10) days regardless of whether Client has been reimbursed by any other party. Invoices not paid within ten (10) days are subject to interest from the 11th day at the rate of 1-1/2% per month (18% per annum) but not to exceed the maximum interest allowed by law. In addition, AIR may, after giving seven (7) days written notice to Client, suspend Services without liability until the Client has paid in full all amounts due AIR on account of Services rendered and expenses incurred including interest on past due invoices or terminate Services without liability. Client will indemnify AIR, LLC, for all claims concerning the suspension of work for non-payment regardless of whether the claims are by the Client, someone claiming through the Client, or by a third party. If there is a disputed amount on an invoice, Client agrees to pay all undisputed amounts in the ten (10) day period. In the event that AIR places Client's account in the hands of an attorney for collection, Client agrees to pay AIR all fees and expenses, including attorneys' fees and expert fees, necessitated thereby.

ESTIMATES OF COSTS AND SCHEDULES - AIR's estimates of costs and schedules are for Client's budget and planning assistance only. Cost and schedule estimates are based on AIR's best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances. AIR will endeavor to perform the Services and accomplish the objectives within the estimated costs and schedule, but in no event shall AIR's estimate of Time & Materials be interpreted as a not-to-exceed or fixed price, unless specified as such in the Proposal. In the event AIR is required to exceed its original estimate for any reason, the Client may wish to (1) redefine the scope of Services in order to accomplish Client's budget objectives, or (2) terminate Services at a specific expenditure level. If option (2) is chosen, AIR will turn over all information to the extent completed at the authorized level without further obligation or liability to either party except payment for Services performed. Notwithstanding any other terms to the contrary, AIR shall be entitled to a change order for additional compensation or additional time to perform its work, in the event that work outside the Services is requested or required to be performed by AIR, or in the event that the assumptions underlying AIR's proposal prove to be different from the facts actually encountered by AIR during the performance of the Services.

AGREEMENT - This Commercial Terms AIR Form 101 and the attached General Conditions AIR Form 102 (01/26) govern the performance of the Services and rights and obligations of the parties.



General Conditions

Effective January 1, 2026

1. ACCESS. Whether the work will take place on Client's actual property or another Site, the Client grants or shall obtain for AIR Environmental Consulting LLC ("AIR"), and its subcontractors, authority to enter the property upon which AIR's Services are to be performed ("Site"), at Client's expense.

2. CLIENT INFORMATION. Client understands that AIR is relying upon the completeness and accuracy of information supplied to it by Client and others in connection with the Services without independent verification. Client agrees to advise AIR of the existence of any hazardous substances, waste or conditions affecting the Site or the Services to be performed hereunder.

3. STANDARD OF SERVICES AND WARRANTY. AIR agrees to perform its Services in accordance with generally accepted environmental consulting standards and practices in effect and utilized by environmental consulting firms in the United States at the time the Services are rendered. The Services may involve the use of curriculum, tests, demonstrations and procedures which are in a state of change and refinement. AIR shall, for the protection of Client, request from all vendors and subcontractors from which AIR procures equipment, materials or services, guarantees which will be made available to Client to the full extent of the terms thereof. AIR's responsibility with respect to such equipment, services and materials shall be limited to the assignment of such guarantees and rendering assistance to Client in enforcing the same. Subject to Section 12, AIR warrants that, if any of its completed Services fail to conform to the above standard, AIR will, at its expense and provided AIR is notified of such defective Services within one year of the completion of the Services, either perform corrective Services of the type originally performed as may be required to correct such defective Services or refund to Client the amount paid to AIR for the defective Services. Except as provided in this Section, AIR makes no other warranty, express or implied, and shall have no other liability to Client for defective Services, whether caused by error, omission, negligence or otherwise.

4. CONFIDENTIALITY. "Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. In the event that either party discloses Confidential Information to the other party in connection with this contract (excluding AIR's Work Product that is delivered to Client or others hereunder), the party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of ten (10) years from the date of disclosure. These restrictions shall not apply to information that (i) the parties had in their possession prior to disclosure; (ii) becomes public knowledge through no fault of the receiving party; (iii) the receiving party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; (iv) is independently developed by the receiving party; or (v) is required to be disclosed by law or court order. Client agrees that AIR may use and publish Client's name and a general description of the Services provided to Client in describing AIR's experience and qualifications to other clients and potential clients.

5. WORK PRODUCT. "Work Product" consists of all inspections, variances, project design, project monitoring, certifications and other information prepared by AIR for delivery to Client. Client may release the Work Product to third parties at its sole risk and discretion; provided, however, AIR shall not be liable for any claims or damages resulting from or connected with such release or any third party's use of the Work Product, and Client shall indemnify, defend and hold AIR harmless from any and all such claims or damages. Variances, project design and project monitoring not developed for the exclusive use of the Client, and for the specific purpose as designated by the Proposal, remains the intellectual property of AIR.

6. INSURANCE. AIR shall maintain Workers' Compensation and Employer's Liability insurance in accordance with requirements of the state in which the Services are being performed (if required by law), Commercial General Liability insurance with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, and Professional Liability (errors and omissions) insurance with a limit of \$1,000,000 per occurrence \$3,000,000 and in the aggregate.

7. INDEMNITY BY AIR. AIR shall indemnify, defend and hold harmless Client, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including attorney's fees and costs of defense) for personal injury, disease or death, and damage of property arising during the performance of Services to the extent caused by the negligence or willful misconduct of AIR. AIR's aggregate liability under the above indemnity shall not exceed the recoveries under the types and limits of insurance set forth in Section 6 of this contract and Client agrees to release, defend and indemnify AIR from and against all further liability under the above indemnify arising from such Services.

8. CHANGES. Notwithstanding any other provisions of the Agreement to the contrary, AIR shall be entitled to additional compensation for work in the event that AIR experiences any increases in costs due to changes in AIR's scope of work from that included in AIR's original proposal or for additional work requested by client or changes in the manner or method of performance of work or due to changes in schedule or circumstances not solely caused by AIR. AIR shall be compensated for all such additional work either (1) as previously agreed in writing by the parties; or (2) on a time and materials basis in accordance with AIR's then current standard commercial rates.

9. REMEDIES. Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees or contractors of any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect, special, collateral, consequential, exemplary or punitive damages arising out of or related to the Services, including without limitation, loss of profits, loss of opportunity, loss of production, or loss of use. Any protection or limitation against liability for any losses or damages afforded any individual or entity by these General Conditions shall apply whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies inconsistent with these terms are waived.

10. INDEPENDENT CONTRACTOR. AIR's Services are performed as an independent contractor.

11. **FORCE MAJEURE**. AIR shall have no liability for any failure to perform or delay in performance of the Services caused by circumstances beyond its reasonable control, including, but not limited to, strikes, riots, wars, floods, fires, explosion, acts of nature, acts of government, labor disturbances, changes in law, regulations or ordinances, delays in transportation or inability to obtain material or equipment.

12. **LIMITATIONS OF LIABILITY**. Except as provided in Section 7 of this contract and to the greatest extent allowed by law, Client agrees that AIR's aggregate liability to Client and others for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement, the Services or the Site, shall be limited to the lesser of \$50,000 or the total amount of compensation received by AIR hereunder. The parties agree that in any dispute over the terms of this Agreement or any issue arising under this Agreement, they will make a good faith effort to resolve the matter without litigation. Such efforts shall include but not be limited to a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. The parties agree that before either party commences an action against the other party; they will consider the use of alternate forms of dispute resolution, including mediation (or arbitration if both parties agree to arbitrate the dispute). Pending the outcome of such dispute resolution, both parties shall take immediate steps to mitigate any damages. Until such time as the dispute is resolved, AIR reserves the right to suspend its Services hereunder and shall so timely notify Client or Company.

13. **ENTIRE AGREEMENT**. The terms of this Agreement shall be deemed accepted by Client at the earlier of (1) AIR's initiation of Services at the verbal or written direction of Client or (2) Client's written agreement to be bound by these terms. This Agreement constitutes the entire understanding between the parties. Any waiver, modification or amendment of this contract shall be effective only if in writing and signed by an authorized representative of AIR. AIR hereby objects to any terms contained in any prior or subsequent purchase orders, work orders, invoices, acknowledgement forms, manifests, requests for proposals or other documents received from the Client that would otherwise have the effect of modifying or abrogating these General Conditions in whole or in part. If any portion of this contract is held invalid or unenforceable, any remaining portion shall continue in full force and effect. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or AIR. There shall be no assignment of the rights or obligations contained in this contract by either party and any such assignment shall be null and void. Either party may terminate this Agreement by giving the other party seven (7) days written notice. Termination of this Agreement or the Services for any reason shall not affect or minimize the respective rights, obligations and limitations of liability contained herein. The construction, interpretation and performance of this Agreement and all transactions relating thereto shall be governed by the laws of the state in which the AIR office that issued the proposal is located.

#15L

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor and Town Board Members
FROM: Quinn M. Mullarkey, P.E., Representative, Engineers for the Town
DATE: 12 May 2026
RE: DAT Water Filter Plant – Air Compressors

As you may be aware, there was recently a Fire Department call at the Town's Delaware Aqueduct (DAT) Water Filter Plant due to a malfunction of one of the air compressors. The Town's contract operator, CAMO Pollution Control, Inc., was able to complete interim repairs to the impacted compressor. These are the original compressors so, it is our recommendation that the Town authorize the purchase of a new upsized compressor to replace the affected equipment on an emergency basis. Attached hereto is a quote from Air Center Inc. for \$22,499.00.

Attachment: Compressor Quote

Cc: Mark Taylor, Town Attorney
Patrick J. Hines, MHE
Ronald Clum, Town Accountant



675 Rahway Ave., Unit 2 - Union, NJ 07083
Phone: (908) 276-1992 / Fax (908) 206-8777
www.aircenternj.com

Quoted to:

New Windsor Water Treatment plant

218 Lattintown rd

Newbrugh, NY 12550

attn: John P. Egitto

phone: 845-629-6225

email: legitto@newwindsor-ny.gov

Date: April 2, 2026

Quoted by:

Air Center Inc.

675 Rahway Ave., Unit 2

Union, NJ 07083

Brian Fried

phone: (908) 873-2269

email: BrianF@aircenterusa.com

Proposal Number: Kaeser AS 20T

John,

Here is the Kaeser proposal for AS 20T. 20 HP rotary screw air compressor with a built in refrigerated dryer.

98.9 CFM @ 125 PSI

480 Volt electrical requirements

8 awg wire pre phase and ground

45 amp fused disconnect

Best Regards,

Air Center Inc.

Brian Fried

AS 20T

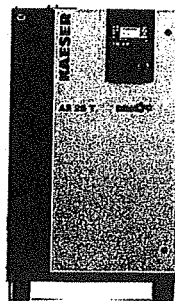
This quotation includes the following:

- ☒ Scope of supply page
- ☒ Terms and delivery page
- ☒ Detailed pricing page
- ☒ Total: **\$22,499.00** + Sales Tax (if applicable)
- ☒ Technical specifications and/or dimensional drawing



This quotation has been prepared exclusively for Sherwin Williams based on the specific project requirements provided. The contents are confidential and are not intended for distribution, reproduction, or sharing with any third party without prior written consent.

Model: AS 20T
Discharge Pressure: 125 psig
Capacity: 97.3 cfm
Drive Motor: 20 hp
Drive Motor Speed: 3600 rpm
Drive Motor Efficiency: 91 %
Noise Level: 67 dB(A)
Electrical Requirement: 208/230/460V/3Ph/60Hz
Cooling Method: Air-cooled



SCOPE OF SUPPLY

AS 20T Kaeser rotary screw compressor model is designed for the performance specified herein. The Kaeser rotary screw compressor includes the following standard features and accessories:

Compressor

- Single-stage, fluid-injected rotary screw compressor with the power-saving Sigma Profile airend

Electric Motor/Drive

- Premium efficiency TEFC drive motor with thermal overload protection, 150% minimum pull-up torque and Class F insulation
- Automatic tensioning device for belt drive

Starter

- Magnetic wye-delta reduced voltage starter located in a NEMA 12 control panel

Protective Devices

- Built-in protective devices include safety pressure relief valve and emergency stop button, fluid level and belt tension sight glasses

Air/Coolant System

- 1-micron air intake filter with cleanable and replaceable element
- ASME fluid separator tank with 3-stage separation ensures minimal fluid carry-over of 1-3 ppm (by weight)
- Filter mat on fluid and air coolers simplifies cooler maintenance

Enclosure

- Soundproofed enclosure features lined panels and a durable powder-coated finish. Compressor is mounted on solid base frame with a solid steel floor and anti-vibration mounts. Additional vibration isolation of airend, motor and separator tank is standard. Panels are removable for easy maintenance access

SIGMA CONTROL®

- SIGMA CONTROL® : PC-based control system with centralized database. It monitors all critical compressor and control functions and includes a buffer battery for protection of system memory and internal clock. Includes additional digital and analog inputs and outputs for monitoring of standard and optional sensors. User interface is a 5" color touchscreen capable of creating graphs to allow visualization of measurement data.
- SIGMA CONTROL® offers the choice of Quadro, Vario, Dual, and Dynamic control. Idle-period timer shuts the compressor down if air is not required for a preset period dependent on selected control mode.

Refrigerated Dryer (On T Models)

- Optional integral refrigerated dryer with moisture separator and Eco-Drains
- Built-in refrigerated air dryer provides pressure dew point as low as 38°F with minimum pressure drop
- Refrigerant type shall be R-513A or approved equivalent

Warranty

- Twenty-four (24) hour emergency parts guarantee (standard units only - see price list)
- Standard twelve (12) month warranty on compressor package for materials and workmanship
- Standard twenty-four (24) month limited warranty on airend, motor, starter and SIGMA CONTROL®
- Optional sixty (60) month limited warranty on airend, motor and SIGMA CONTROL®

All specifications subject to change without notice.

DETAILED PRICING:

Sales tax % (if applicable): 0.00%

[illegible]

Additional comments:

Start-Up Services & Training are INCLUDED with every purchase from Air Center Inc.

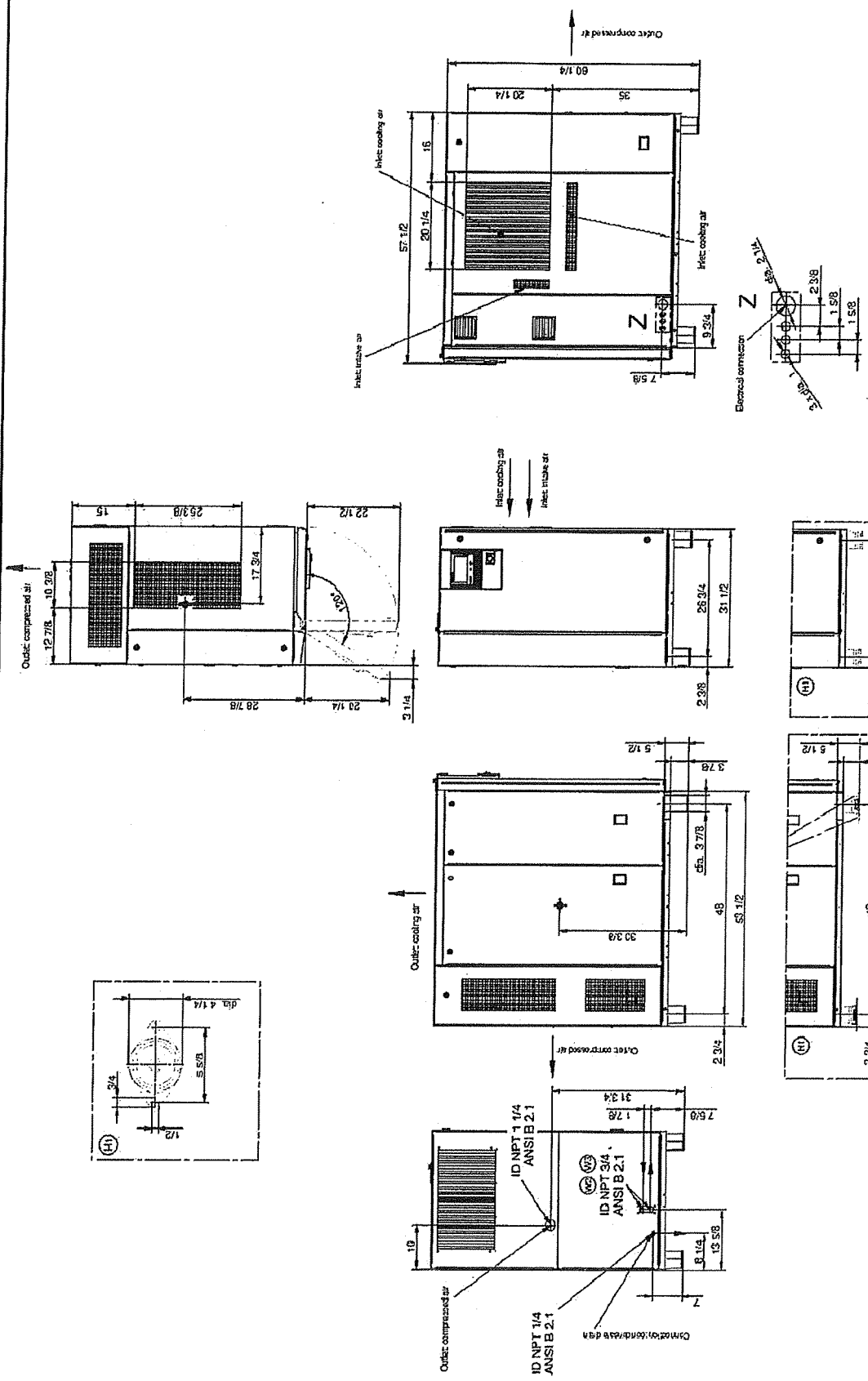
DELIVERY TERMS AND CONDITIONS:

Estimated Delivery: 1-2 Weeks after receipt of order.

Payment Terms: 40% Deposit with Order. Balance Due NET 30 Days. Extended Terms and/or Financing is available upon request; subject to credit approval.

Shipping Terms: Ex works shipping point. Freight Collect or Pre-Paid & Add (not subject to discount) from Respective Factories.

Validity Period: 60 Days from date of this proposal.



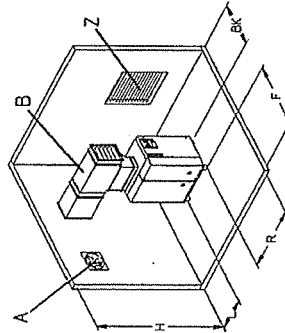
Dimensions shown in inches

Change Number	Revision	Date	By	App'd
001	1	01/14/2007	01/14/2007	01/14/2007
002	2	01/14/2007	01/14/2007	01/14/2007
003	3	01/14/2007	01/14/2007	01/14/2007
004	4	01/14/2007	01/14/2007	01/14/2007
005	5	01/14/2007	01/14/2007	01/14/2007
006	6	01/14/2007	01/14/2007	01/14/2007
007	7	01/14/2007	01/14/2007	01/14/2007
008	8	01/14/2007	01/14/2007	01/14/2007
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049	49	01/14/2007	01/14/2007	01/14/2007
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051	51	01/14/2007	01/14/2007	01/14/2007
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063	63	01/14/2007	01/14/2007	01/14/2007
064	64	01/14/2007	01/14/2007	01/14/2007
065	65	01/14/2007	01/14/2007	01/14/2007
066	66	01/14/2007	01/14/2007	01/14/2007
067	67	01/14/2007	01/14/2007	01/14/2007
068	68	01/14/2007	01/14/2007	01/14/2007
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070	70	01/14/2007	01/14/2007	01/14/2007
071	71	01/14/2007	01/14/2007	01/14/2007
072	72	01/14/2007	01/14/2007	01/14/2007
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074	74	01/14/2007	01/14/2007	01/14/2007
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077	77	01/14/2007	01/14/2007	01/14/2007
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081	81	01/14/2007	01/14/2007	01/14/2007
082	82	01/14/2007	01/14/2007	01/14/2007
083	83	01/14/2007	01/14/2007	01/14/2007
084	84	01/14/2007	01/14/2007	01/14/2007
085	85	01/14/2007	01/14/2007	01/14/2007
086	86	01/14/2007	01/14/2007	01/14/2007
087	87	01/14/2007	01/14/2007	01/14/2007
088	88	01/14/2007	01/14/2007	01/14/2007
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098	98	01/14/2007	01/14/2007	01/14/2007
099	99	01/14/2007	01/14/2007	01/14/2007
100	100	01/14/2007	01/14/2007	01/14/2007

Center of gravity
Position marginally dependent
on design
Transport opening 2 machines with = 3.0"

Installation Data Sheet
Series: 1:1 Belt Drive AS.3
Document No.: T1-DATA-2014-AS 20T 25T 30T
Version: 1.8
Revision Date: 8/16/2018

Model	AS 20T										AS 25T										AS 30T									
Rated Pressure [psig]	110	125	145	160	190	217	110	125	145	160	190	217	110	125	145	160	190	217	110	125	145	160	190	217	110	125	145	160	190	217
Cooling System Available [Std., Opt.]	A/C																													
Standard Ambient Temp. Range [°F]	40 - 115																													
VENTILATION OF COMPRESSOR ROOM	A/C																													
Air Inlet Opening [sq. ft.] (A/C) Z	6.5																													
Solution A (forced ventilation with exhaust fan) as shown in service manual	7.5																													
Cooling Fan Capacity [CFM] (A/C)	4,709																													
Solution B (exhaust air used for space heating) as shown in service manual	5,592																													
Internal Cooling Fan Capacity [CFM] (A/C)	2,119																													
Max. Additional Pressure Drop for Ducts [inch Water Column] (A/C)	0.24																													
Exhaust Air Opening Reference Dimensions (L x W) [in]	25 1/2 x 20																													
See drawing for actual dimensions. The actual individual duct dimension will vary for every installation based on actual length, number and type of bends, accessories etc.	25 1/2 x 20																													



Model shown for reference only
Actual Duct size may vary with installation

- A Exhaust Fan
- B Exhaust Air Duct
- Z Inlet Air Opening

Recommended machine placement and dimensions inches

- L Left side clearance = 20
- R Right side clearance = 40
- F Front clearance = 40
- BK Back clearance = 40
- H Height clearance = 140

Internal Cooling Fan Capacity [CFM]	2,119										2,119										2,354									
Approach Temp. [°F]	10.8										9										14.4									
Typical Heat Rejected [BTU / HRT]	64,200										78,300										93,400									
Fan Motor [HP], oilcooler/aircooler	0.74										0.74										0.74									

Installation Data Sheet

Series: 1:1 Belt Drive AS.3

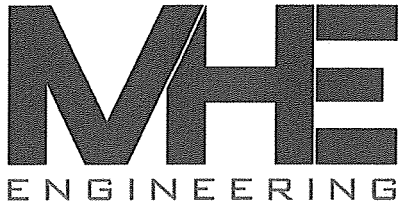
Document No.: TL-DATA-2014-AS 20T 25T 30T

Version: 1.8

Revision Date: 8/15/2018

REVISION DATE: 8/19/2018																		
Model	AS 20T					AS 25T					AS 30T							
Rated Pressure [psig]	110	125	145	160	190	217	110	125	145	160	190	217	110	125	145	160	190	217
Motor HP																		
Insulation Class																		
Standard Voltage																		
Full Load Amps [FLA] @ 208V/3ph/60Hz																		
Full Load Amps [FLA] @ 230V/3ph/60Hz																		
Full Load Amps [FLA] @ 460V/3ph/60 Hz																		
Full Load Amps [FLA] @ 575V/3ph/60 Hz																		
Insulation Class																		
Fan Motor [HP], oilcooler / aircooler																		
Full Load Amps [FLA] @ 460V/3ph/60 Hz																		
Full Load Amps [FLA] @ 575V/3ph/60 Hz																		
Do NOT operate package on any unsymmetrical power supply. Also do NOT operate package on power supplies like, for example, a three-phase (open) delta or three-phase star with non-grounded neutral. This machine requires a symmetrical three-phase power supply transformer with a WYE configuration output as shown on the right. In a symmetrical three-phase supply the phase angles and voltages are all the same. Other power supplies are not suitable.																		
  																		
Continuous Duty (Hours per day)																		
Control Cabinet Class (NEMA)																		
Short Circuit Current Rating (SCCR) [KA] @ 460V/3ph/60 Hz																		
Short Circuit Current Rating (SCCR) [KA] @ 575V/3ph/60 Hz																		
Package Full Load Amps @ 208V/3ph/60Hz																		
Package Full Load Amps @ 230V/3ph/60Hz																		
Package Full Load Amps @ 460V/3ph/60 Hz [FLA]																		
Package Full Load Amps @ 575V/3ph/60 Hz [FLA]																		
Recommended Disconnect Fuse Size [Amps]																		
Recommended Disconnect Fuse Size [Amps] @ 208V/3ph/60Hz																		
Recommended Disconnect Fuse Size [Amps] @ 230V/3ph/60Hz																		
Recommended Disconnect Fuse Size [Amps] @ 460V/3ph/60Hz																		
Recommended Disconnect Fuse Size [Amps] @ 575V/3ph/60Hz																		
Recommended Disconnect Wire Size [AWG/kcmil] @ 208V/3ph/60Hz																		
Recommended Disconnect Wire Size [AWG/kcmil] @ 230V/3ph/60Hz																		
Recommended Disconnect Wire Size [AWG/kcmil] @ 460V/3ph/60Hz																		
Recommended Disconnect Wire Size [AWG/kcmil] @ 575V/3ph/60Hz																		

Model	AS 20T	AS 25T	AS 30T
Rated Pressure [psig]	110 125 145 160 190 217	110 125 145 160 190 217	110 125 145 160 190 217
A/C with Super Soundproofing [dB(A)]	SOUND PRESSURE LEVEL [Measured in dB(A) according to ISO 2151 using ISO 1614-2]		
A/C Air Discharge [Inches NPT]	67	69	71
Power Input Conduit Opening(s) [Inches]	1 1/4	1 1/4	1 1/4
Condensate Drain Connection [NPT]	2 1/4	2 1/4	2 1/4
Width [Inches]	1/4	1/4	1/4
Depth [Inches]	31 1/2	31 1/2	31 1/2
Height [Inches]	57 5/8	57 5/8	57 5/8
Floor Space [sq. ft.]	60 1/4	60 1/4	60 1/4
Weight (A/C) [lb]	12.6	12.6	12.6
Estimated Shipping Weight [lb]	1,278	1,323	1,367
	CF	CF	CF
Fluid Capacity (A/C) [gal]	2.9	2.9	2.9
Flow Rate [gal/min]	9	9	9
Typical Oil Consumption [fl. Oz./100 h]	0.5	0.9	1.2
Standard Fluid Type	Sigma M-460	Sigma M-460	Sigma M-460
Air Inlet Filter			
Filter Mat (optional)		6.4163.0	
Filter Mat for Control Cabinet		5.6143.0	
Fluid Filler		6.3572.0	
Fluid Separator Kit		6.3463.0	
Maintenance Kit for Optional 5-year warranty		6.3789.0	
Maintenance Kit for Optional 5-year warranty, with food-grade lubricant		ANAKASK3S	
		ANAKASK3F	
Dryer Model			
Maximum Inlet Air Pressure (Compressed Air at Inlet to Dryer) [psig]	ABT 40	ABT 40	ABT 40
Nominal Pressure Drop at Rated Flow [psig]	232	232	232
Rated Dewpoint [°F] at Standard Conditions	1.5	2.2	3.0
	38	38	38
Reference conditions: 14.5 psia, 30% relative humidity and 68°F inlet air temperature.			
Compressor Type			
BTU/Refrigeration ASHRAE	RK5480-U	RK5480-U	RK5480-U
Outlet Air Temperature (Nominal at Rated Conditions) [F]	7885	7885	7885
Refrigerant Type	73	73	73
Refrigerant Charge [lb]	R 134a	R 134a	R 134a
Air Flow Across Condenser [CFM]	1.32	1.32	1.32
	880	880	880



#15M

7 May 2026

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: GILBERT PIAQUADIO, TOWN SUPERVISOR

**SUBJECT: MEADOW HILL TANK DEMOLITION
ELECTRICAL WORK**

Dear Supervisor Piaquadio and Town Board Members,

As you may be aware, Taylor-Montgomery LLC was awarded the Meadow Hill Tank demolition project, which consists of the demolition of the out of service 300,000-gallon water storage tank. To complete the demolition, the electrical service to the tank had to be removed, however, it was discovered that the electrical service fed the tank to remain as well as the one in the contract to be demolished as such, this office received two quotes to install a separate service line to the 750,000 gallon tank to remain, including a disconnect and meter pan. The quotes received are outlined in the table below.

Company Name	Fee
M.C. Superior Electrical Systems, Inc.	\$16,000.00
Perreca Electric Co., Inc.	\$28,500.00

Based on the above, it is our recommendation that the Town of Newburgh award the Meadow Hill Tank Demolition Electrical work to M.C. Superior Electrical Systems, Inc. Attached to this letter is the proposal from M.C. Superior Electrical Systems, Inc.

Respectfully submitted,

MHE Engineering, D.P.C.

A handwritten signature in black ink that reads 'Quinn Mullarkey'.

Quinn M. Mullarkey, P.E.
Senior Engineer

Attachments: M.C. Superior Electrical Systems, Inc. Proposal

CC: Patrick J. Hines, Principal

NEW YORK OFFICE

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

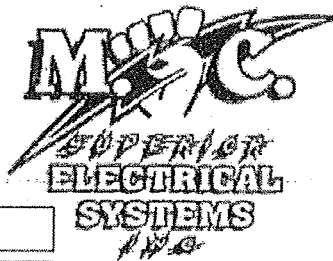
PENNSYLVANIA OFFICE

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

Estimate

P.O. BOX 453
WALDEN, NEW YORK
12586

PHONE 845-778-6565
FAX 845-778-6560



Date	Estimate #
4/23/2026	4091

Name / Address

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

Terms

Net 30

Description	Total
" MEADOW HILL TANK "	
THE FOLLOWING PRICE QUOTE IS BASED ON A SITE VISIT ON 4/16.	
CONSISTING OF :	
1) PROVIDE THE REQUIRED WIRING TO INSTALL A 200 AMP SINGLE-PHASE UNDERGROUND SERVICE IN 2" PVC CONDUIT WITH 3/0 CU. THHN CONDUCTORS. FROM THE EXISTING UTILITY POLE TO THE LOCATION OF THE 750,000 GALLON TANK. BASED ON A 250' ALLOWANCE.	11,700.00
2) PROVIDE A UNI-STRUT STANCHION MOUNTED TO THE SIDE OF THE UNDERGROUND VAULT AT THE TANK.	
3) PROVIDE A 200 AMP METER WITH WEATHERPROOF PANEL & GFI OUTLET AT THIS LOCATION.	
4) DEMO ONE OF THE 'MISSION' CONTROL PANELS FROM THE 300,000 GALLON TANK & RE-INSTALL ON THE NEW STANCHION.	
5) PROVIDE POWER TO 120 VOLT 20 AMP TRANSDUCER LOCATED IN THE PIT.	
6) COORDINATE WITH CENHUD TO ENERGIZE THE NEW SERVICE.	
7) PROVIDE PERMIT PAPERWORK (NO FEE) & THIRD-PARTY INSPECTIONS.	
BID OPTION #1 : ADD ALTERNATE	600.00
1) PROVIDE THE REQUIRED DEMO OF THE EXISTING SERVICE AT THE 300,000 GALLON TANK.	

Thank you for the opportunity to bid on this job.

Total

此項價格為"PRICING SUBJECT TO COMMODITY PRICE ESCALATION"

Pricing for the above Estimate is valid for 30 days.

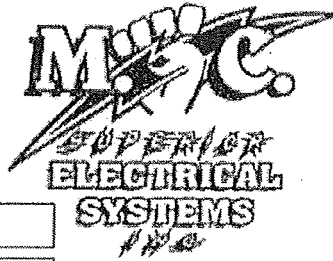
Page 1

Signature

Estimate

P.O. BOX 453
WALDEN, NEW YORK
12586

PHONE 845-778-6565
FAX 845-778-6560



Date	Estimate #
4/23/2026	4091

Name / Address

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

Terms

Net 30

Description	Total
BID OPTION #2 : ADD ALTERNATE	5,200.00
1) PROVIDE THE REQUIRED TRENCHING, BACKFILL & RESTORATION FOR THE 250' BURIED CONDUIT.	
BID OPTION #3 : DEDUCT ALTERNATE	-1,500.00
1) PROVIDE AN ADDITIONAL STANCHION ADJACENT TO THE UTILITY POLE TO HOUSE THE 200 AMP METER PAN & A 100 AMP WEATHERPROOF DISCONNECT.	
2) PROVIDE THE REQUIRED WIRING TO INSTALL A 100 AMP SINGLE-PHASE UNDERGROUND SERVICE IN 1-1/2" PVC CONDUIT WITH #2 CU. THHN CONDUCTORS & #6 CU. THHN GROUND WIRE. FROM THE EXISTING UTILITY POLE TO THE LOCATION OF THE 750,000 GALLON TANK. BASED ON A 250' ALLOWANCE.	
3) PROVIDE A 100 AMP WEATHERPROOF PANEL TO FEED THE GFI, MISSION PANEL & TRANSDUCER.	

Thank you for the opportunity to bid on this job.

Total

\$16,000.00

*****PRICING SUBJECT TO COMMODITY PRICE ESCALATION**

Pricing for the above Estimate is valid for 30 days.

Page 2

Signature _____

#16A

MEMORANDUM

TO: Gil Piaquadio; Town Supervisor and Town Board Members
From: Pat Hines, MHE Rep *PH*
Date: May 21st, 2026
Re: Award Recommendation for 2026 Water Filtration Plant Sludge Hauling Bids

On April 16, 2026 sealed bids Sludge Hauling were opened by the Town of Newburgh Town Clerk: Based on a review of the Bids we recommend award to

H. I. Stone & Son, Inc @ \$0.1248 per gallon

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

cc. Amanda Gilardo, CAMO
Charles Bradford, CAMO
Lisa Ayers, Town Clerk
Ron Clum, Town Accountant

Alum Sludge Removal and Disposal for the Chadwick Lake and Delaware Aqueduct Water Treatment Plants

Package #	Company	Address	Name	Bid Received	Phone Number	Email	Price/Gal.
	H.I. Stone & Son, INC.	313 Main St., North, Southbury, CT 06488	Harry Stone, III	4/16/2026	203-264-8656		0.1248
	Spectraserv	75 Jacobus Ave., South Kearny, NJ 07032	Diego Barreiros	4/16/2026	973-589-0277		0.2300
	Coppola Services, Inc.	28 Executive Parkway, Ringwood, NJ 07456	Michael Coppola	4/16/2026	973-962-1890		0.1599
	TAM Enterprises, Inc.	114 Hartley Rd., Goshen, NY 10924	Brian Culter	4/16/2026	845-294-8882		0.1790

#16B

MEMORANDUM

TO: Gil Piaquadio; Town Supervisor and Town Board Members

From: Pat Hines, MHE Rep

PH

Date: May 21st, 2026

Re: Award Recommendation for 2026 Water Filtration Chemical Bids

On April 16, 2026 sealed bids for water treatment chemicals to be utilized at the Town's Water Treatment Plants were opened by the Town of Newburgh Town Clerk: Based on a review of the Bids we recommend award to the following bidders. Note, Item 12 is under further review. A recommendation will be provided at a later date.

Water Treatment Chemicals:

- Item 1: Sodium Fluoride (CLFP): Chemrite (\$1.3800 per pound)
- Item 2: Sodium Hypochlorite (CLFP & DAT): Slack Chemical (\$2.2690 per gallon)
- Item 3: Blended PolyOrthophosphate (CLFP): Chemrite (\$2.1600 per pound)
- Item 4: Hydrofluosilicic Acid (DAT): Amrex Chemical (\$6.1100 per gallon)
- Item 5: Sodium Hydroxide (DAT): Slack Chemical (\$3.7240 per gallon)
- Item 6: Phosphoric Acid (DAT): Coyne Chemical (\$9.0300 per gallon)
- Item 7: Soda Ash (DAT): Brenntag Northeast (\$0.3540 per pound)
- Item 8: Sodium Bisulfite (DAT): Slack Chemical (\$2.6990 per gallon)
- Item 9: Sulfuric Acid (DAT): Amrex Chemical (\$4.0800 per gallon)
- Item 10: Citric Acid (DAT): Coyne (\$8.4900 per gallon)
- Item 11: Potassium Permanganate (CLFP): Chemrite Inc. (\$2.0600 per pound)
- Item 12: Polyaluminum Chloride (CLFP & DAT): Usalco (2.3483 per gallon)**
- Item 13: Liquid Sodium Permanganate (CLFP): Chemrite (\$10.3700 per gallon)

*** Current low bidder for Item 12: Polyaluminum Chloride at subject to further review. Must confirm the product is PCH-182, as specified by the Filter Plant.*

Note: Water Solutions Unlimited bid in price per pound not gallons and requests to withdraw bids for Items 10 and 13.

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

cc. Amanda Gilardo, CAMO
Charles Bradford, CAMO
Lisa Ayers, Town Clerk
Ron Clum, Town Accountant

2026 Water Treatment Chemicals for the Delaware Aqueduct and Chadwick Lake Water Treatment Plants

#	Company	Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Item 7	Item 8	Item 9	Item 10	Item 11	Item 12	Item 13
		Sodium Fluoride (CLFP)	Sodium Hypochlorite (CLFP & DAT)	Blended Polychlorophosphate (CLFP)	Hydrofluosilicic Acid (DAT)	Sodium Hydroxide (DAT)	Phosphoric Acid (DAT)	Soda Ash (DAT)	Sodium Bisulfite (DAT)	Sulfuric Acid (DAT)	Citric Acid (DAT)	Potassium Permanganate (CLFP)	PolyAluminum Chloride (CLFP & DAT)	Liquid Sodium Permanganate (CLFP)
		Price/Lb	Price/Gallon	Price/Lb	Price/Gallon	Price/Gallon	Price/Gallon	Price/Lb	Price/Gallon	Price/Gallon	Price/Gallon	Price/Lb	Price/Gallon	Price/Gallon
	Harcros Chemicals Inc 8 Capitol Street Nashua NH 06063 603-880-0635	1.7600	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	2.1800	n/a	12.4500
	Amrex Chemical Co. Inc. 117E Fredrick St Binghamton NY 13904 607-772-8784	2.6400	2.3850	n/a	6.1100	4.1000	n/a	0.5800	3.1300	4.0800	11.2500	3.2000	6.3200	n/a
	Shannon Chemical Corp PO Box 376 Malvern PA 19355	n/a	n/a	3.2700	15.7700	n/a	17.1700	n/a	n/a	n/a	14.2700	2.6400	n/a	16.3900
	Coyne Chemical 3015 State Road Croydon PA 19021 215-785-3000	1.7100	4.0100	2.9500	n/a	3.9600	9.0300	n/a	6.7400	8.9700	8.4900	3.4000	n/a	14.1300
	Holland Company Inc 153 Howland Ave Adams MA 01220-1159	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	3.2500	n/a
	Usalco, LLC 2601 Cannery Ave Baltimore MD 21226 410-354-0100	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	2.3483	n/a
	Chemrite 5202 Belle Wood Court, STE 104 Buford, GA 30518 770-271-5576	1.3800	n/a	2.1600	n/a	n/a	12.3600	n/a	n/a	n/a	9.2800	2.0600	n/a	10.3700
	Slack Chemical 465 South Clinton St Carthage NY 13619 315-493-0430	1.9980	2.2690	2.6900	14.9900	3.7240	n/a	n/a	2.6990	7.3480	8.9720	4.5000	3.6900	11.7500
	Brenntag Northeast LLC 81 W Huller Lane Reading PA 19605 484-818-1687	N/a	N/a	N/a	N/a	4.3500	n/a	0.3540	5.1000	n/a	n/a	2.3000	n/a	26.00 (two totes)
	Riverland Trading LLC 677 King St Charleston SC 29403 843-558-9453	1.9000	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a	2.1000	N/a	N/a
	*Water Solutions Unlimited 8824 Union Mills Drive Camby IN 46113 317-339-5639	1.9800	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a	1.2500	2.5500	n/a	1.5500
		1.3800	2.2690	2.1600	6.1100	3.7240	9.0300	0.3540	2.6990	4.0800	8.4900	2.0600	2.3483	10.3700

*Water Solutions disqualified/bids were in Lbs and not Gallons.



#17

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 Account 5144

Date: 4.24.24

I am requesting authorization to pay for Vet service: NVH.

*Totaling: \$ 855.94

Canine: \$ 638.44

Feline: \$ 217.50

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

FUND - APPROPRIATION

AMOUNT

VOUCHER NO.

Total

Abstract #

Invoice #

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
3/27/26	960615			37.00 ✓
4/7/26	961743			91.05 ✓
4/7/26	961788			220.90 ✓
4/23/26	963421			289.49 ✓
			TOTAL	638.44

CLAIMANT'S CERTIFICATIONDora M Cast

I certify that the above account in the amount of \$

638.44

is true

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

4/24/26

DATE

Dora M Cast

SIGNATURE

Practice Mgr

TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

Date

Authorized Official

APPROVAL FOR PAYMENT

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

Date

Auditing Board

Newburgh Veterinary Hospital

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

INVOICE

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

FOR: Town of Newburgh - K9
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 04-24-26 at 4:00p
Date: 03-27-26
Account: 19984
Invoice: 960615

Date	For	Qty	Description	Price	Discount	Net Price
03-27-26	Nala 23-26	1	CANINE RABIES / 1YEAR	66.00	47.50	18.50 **
03-27-26	Princess 24-26	1	CANINE RABIES / 1YEAR	66.00	47.50	18.50 **
Total charges, this invoice...						37.00
**Total discount included: 95.00						

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

LIKE US ON FACEBOOK.COM!

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

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

COPY

Newburgh Veterinary Hospital

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

INVOICE

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

FOR: Town of Newburgh - K9
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 04-24-26 at 3:59p
Date: 04-07-26
Account: 19984
Invoice: 961743

Date	For	Qty	Description	Price	Discount	Net Price
04-07-26	Baba Bear	1	LYME,HW,EHRlichia,ANAPLAS	135.89	104.89	31.00 **
04-07-26		1	OSHA Compliance Biohazards Fee	13.10	6.55	6.55 **
04-07-26		1	CANINE RABIES / 1YEAR	66.00	47.50	18.50 **
04-07-26		1	Canine Dist/A2/Parainfluenza/Parvo	66.00	48.50	17.50 **
04-07-26		1	Canine Respiratory Complex- Bord	66.00	48.50	17.50 **

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.

Total charges, this invoice...

91.05

**Total discount included: 255.94

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

Reminders for: Baba Bear (Weight: 60.0 lbs - 2y)	Last done
04-27 CONSULT / EXAM - Annual Wellne	04-14-26
04-27 K9 Core Plus Wellness Package	04-14-26
04-27 Canine Dist/Aden/Parainfluenza	
04-27 CANINE RABIES / 3 YEAR	
04-27 lyme,HW,Ehrlichia Accu Plus4(A	04-07-26
04-27 Canine Kennel Cough Vacc -1 ye	04-07-26
09-26 FECAL KEYSscreen PCR	
05-26 LYME Vaccine booster	
05-26 Canine Influenza Bivalent Vacc	

Baba Bear's weight history (in lbs)

04-07-26 60.00

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COPY

Newburgh Veterinary Hospital

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

INVOICE

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FOR: Town of Newburgh - K9
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 04-24-26 at 3:59p
Date: 04-07-26
Account: 19984
Invoice: 961788

Date	For	Qty	Description	Price	Discount	Net Price
04-07-26	Mia Lu <i>Flaid</i>	1	Weight Monitoring			0.00
04-07-26		1	OHE Canine - Town of Newburgh	183.34	59.34	124.00 **
04-07-26		1	Anesthesia- Isoflurane	472.16	472.16	0.00 **
04-07-26		1	---BloodPressureMonitoring w/anes			0.00
04-07-26		1	---PulseOximeterMonitoring w/Anes			0.00
04-07-26		1	-CapnographMonitoring w/Anesthe			0.00
04-07-26		1	----Recovery in Heated Cage			0.00
04-07-26		1	----Warm Water Blanket in Surgery			0.00
04-07-26		0.20	Hydromorphone 10mg/ml Inject/ml	43.66	43.66	0.00 **
04-07-26		3	Penicillin G Inject / ml (in hosp)	33.60	33.60	0.00 **
04-07-26		2.10	Rimadyl/ Carprofen Inject / ml (in h	83.55	83.55	0.00 **
04-07-26		0.60	-TelazolInject Control Log / ml			0.00
04-07-26		1	LYME,HW,EHRlichia,ANAPLAS	135.89	104.89	31.00 **
04-07-26		1	OSHA Compliance Biohazards Fee	13.10	6.55	6.55 **
04-07-26		1	Canine Dist/A2/Parainfluenza/Parvo	66.00	48.50	17.50 **
04-07-26		1	CANINE RABIES / 1YEAR	66.00	47.50	18.50 **
04-07-26		1	Canine Respiratory Complex- Bord	66.00	48.50	17.50 **
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.						
04-07-26		10	Amoxicillin 250mg capsule #41484	23.20	22.54	0.66 **
04-07-26		5	Carprovet Tabs 100mg #414844	25.40	22.55	2.85 **
04-07-26		30	Trazodone 100mg tablets #414845	31.80	29.46	2.34 **

Total charges, this invoice...

220.90

**Total discount included: 1022.80

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

Reminders for: Mia Lu (Weight: 60.3 lbs - 3y)	Last done
04-27 K9 Core Plus Wellness Package	04-14-26

COPY

Newburgh Veterinary Hospital

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

INVOICE

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FOR: Town of Newburgh - K9
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 04-24-26 at 3:58p
Date: 04-23-26
Account: 19984
Invoice: 963421

Date	For	Qty	Description	Price	Discount	Net Price
04-19-26	Luffy 31-26	1	Capstar Blue 11.4 mg 2-25 #			31.00
04-22-26		1	Neuter/Canine- Town of Newburgh	144.20	46.20	98.00 **
04-22-26		1	Anesthesia- Isoflurane	472.16	472.16	0.00 **
04-22-26		1	---BloodPressureMonitoring w/anes			0.00
04-22-26		1	---PulseOximeterMonitoring w/Anes			0.00
04-22-26		1	-CapnographMonitoring w/Anesthe			0.00
04-22-26		1	-----Recovery in Heated Cage			0.00
04-22-26		1	----Warm Water Blanket in Surgery			0.00
04-22-26		0.04	-HydromorphoneInject 10mg/ml Co			0.00
04-22-26		0.15	-TelazolInject Control Log / ml			0.00
04-22-26		0.65	Penicillin G Inject / ml (in hosp)	30.78	30.78	0.00 **
04-22-26		0.50	Rimadyl/ Caprofen Inject / ml Outpa	32.25	32.25	0.00 **
04-22-26		1	PEDICURE- simple	23.00	23.00	0.00 **
04-22-26		1	Elizabethan Collar 15cm	32.50	27.96	4.54 **
04-22-26		1	CANINE RABIES / 1YEAR	66.00	47.50	18.50 **
04-22-26		1	Canine Dist/A2/Parainfluenza/Parvo	66.00	48.50	17.50 **
04-22-26		1	Canine Respiratory Complex- Bord	66.00	48.50	17.50 **
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.						
04-22-26		1	LYME,HW,EHRlichia,ANAPLAS	135.89	89.39	46.50 **
04-22-26		10	Amoxicillin 100mg tab #415824	27.90	23.45	4.45 **
04-22-26		3	Carprovet Tabs 25mg #415825	22.74	21.61	1.13 **
04-22-26		4	Trazodone 50mg tablets #415826	21.88	21.51	0.37 **
04-22-26		2	Extract Simple/ Non Surgical	146.00	96.00	50.00 **

Total charges, this invoice...

289.49

**Total discount included: 1028.81

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

COPY

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 #

<u>Feline</u>				
Date	Quantity	Description of Materials or Services	Unit Price	Amount
4/17/26	962838			130.00
4/21/26	963191			87.50
			TOTAL	217.50

CLAIMANT'S CERTIFICATION

I, Dora M Cast

certify that the above amount in the amount of \$

217.50

is true

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

4/24/26

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.

4/24/26

Date

Authorized Official

APPROVAL FOR PAYMENT

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

Date

Auditing Board

COPY

Newburgh Veterinary Hospital

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

INVOICE

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

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

Printed: 04-24-26 at 4:02p
Date: 04-17-26
Account: 4417
Invoice: 962838

Date	For	Qty	Description	Price	Discount	Net Price
04-09-26	10C-26	1	Shelter euthanasia and body care f			130.00
Total charges, this invoice...						130.00

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

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(845) 564-2660

INVOICE

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

Printed: 04-24-26 at 4:01p
Date: 04-21-26
Account: 4417
Invoice: 963191

Date	For	Qty	Description	Price	Discount	Net Price
04-20-26	Velvet 14k-26	1	Weight Monitoring			0.00
04-20-26		1	FelV/ FIV Elisa SA260	176.55	129.55	47.00 **
04-20-26		1	Feline Rhino/Panleuk/Calicivirus #	54.00	36.50	17.50 **
Your cat has received the second in a series of immunizations to protect her/him against Feline Distemper, Rhinotracheitis, and Calicivirus. It is important to return for a final booster in 3-4 weeks. Occasionally listlessness or localized discomfort might occur for the next few days. If you notice excessive listlessness or facial swelling, please call us for advice.						
04-20-26		1	Feline Rabies Vaccine / Purevax 1y	69.50	46.50	23.00 **
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.						

Total charges, this invoice... 87.50
**Total discount included: 212.55

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

Reminders for: Velvet 14k-26 (Weight: 5.1 lbs - 5m)		Last done
04-27	Rabies/Purevax Feline 1yr	04-20-26
10-26	Spay your pet at 5-6 months	
10-26	FECAL KEYSCREEN PCR	
05-26	FECAL EXAM	
05-26	Rhinotracheitis/Pan/leuk/Calic	

Next appointment for Velvet 14k-26		Qty
05-06-26	At: 11:20a With: Sx-Dent-U/S-CT	
	Treatments: OHE FELINE	1

Velvet 14k-26's weight history (in lbs)

04-20-26 5.10

COPY



#18
TOWN OF NEWBURGH JUSTICE COURT
311 ROUTE 32
NEWBURGH, NEW YORK 12550

TELEPHONE (845) 564-7161
FACSIMILE (845) 564-7171

HON. RICHARD CLARINO
TOWN JUSTICE

CHERON A. HULING
COURT CLERK TO TOWN JUSTICE

April 23, 2026

Hon. Gil Piaquadio
Supervisor of the Town of Newburgh
1496 Route 300
Newburgh, New York 12550

Re: Court Clerk Vacancy

Dear Mr. Piaquadio:

There is no appropriate list available to fill the court vacancy in the competitive class following the retirement of Alison Dabroski.

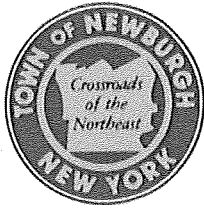
Based on the foregoing and pursuant to Civil Service Law §60(1) and 65, I request permission to interview and recommend for appointment a provisional court clerk.

Please ask the Town Board to consider this at its earliest opportunity.

Thank you for your usual cooperation and courtesies.

Very truly yours,


RICHARD CLARINO



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

#19

PERSONNEL DEPT.

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

To: Supervisor Piaquadio
Town Board

From: Eileen P Rose, HR Manager *EPR*

Date: May 26, 2026

Re: Second Deputy Town Clerk

Please find attached a letter and Employee Request form from Town Clerk, Lisa Ayers, requesting the approval to hire Oscar Nieves to the position of 2nd Deputy Town Clerk. Pending all the necessary paperwork, fingerprints and physical and drug/alcohol testing, with a hire date on or after June 8, 2026.



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: Supervisor Piaquadio
Town Board

From: Lisa M. Vance Ayers Town Clerk

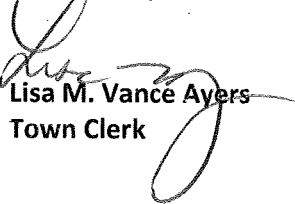
Date: May 26, 2026

Re: Second Deputy Appointment

Mr. Supervisor and Town Board,

Due to a vacancy in my department for the Second Deputy Position, I canvassed candidates and I conducted interviews. I am appointing Mr. Oscar Nieves as my second deputy. Mr. Nieves will be in the towns management package with a starting salary of \$25.00 per hour, with a starting date of June 8, 2026 or after. Mr. Nieves will need to do a background or physical paperwork.

Respectfully,


Lisa M. Vance Ayers
Town Clerk

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: OSCAR NIEVES

DEPARTMENT: Town Clerk

TITLE OF POSITION: Second Deputy Town Clerk

FULL TIME OR PART TIME: Full Time

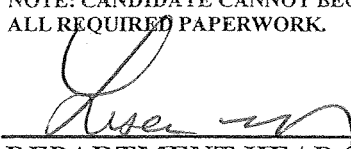
HOURLY RATE: \$ 25.00 hr.

IS POSITION FUNDED IN CURRENT BUDGET: ☒ YES OR NO ☐

FUND APPROPRIATION NUMBER: 1410

PROPOSED HIRE DATE: June 8, 2026 or After

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


DEPARTMENT HEAD SIGNATURE

May 26, 2026
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT