CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
January 27, 2025
7:00 PM

Mayor/Alcaldesa

1. Moment of Silence / Momento de Silencio
2. Pledge of Allegiance / Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Approval of the minutes from the City Council meeting of January 13, 2025 / Aprovacion del Acta de la Reunion General del Consejal del 13 de enero de 2025
4. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

Communications/Communicaciones

5. Roll Call / Lista de Asistencia

Presentations/Presentaciones

6. Public Hearing - Local Law Amending Chapter 270 Article IX Exemption for Disabled Persons with Limited Incomes

   There will be a public hearing on Monday, January 27, 2025 to receive comments from the public concerning a Local Law amending Chapter 270, Article IX entitled Exemption for Disabled Persons with Limited Incomes of the City Code of the City of Newburgh

   Habrá una audiencia pública el lunes 27 de enero de 2025 para recibir comentarios del público sobre una ley local que modifica el Capítulo 270, Artículo IX, titulado "Exención para personas discapacitadas con ingresos limitados" del Código Municipal de la Ciudad de Newburgh

7. Public Hearing - Local Law Repealing and Replacing Chapter 270 Article II Senior Citizen Tax Exemption

   There will be a public hearing on Monday, January 27, 2025 to received comments from the public concerning a Local Law repealing and replacing Chapter 270, Article II entitled Senior Citizens Tax Exemption" of the City Code of Ordinances of the City of Newburgh

   Habrá una audiencia pública el lunes 27 de enero de 2025 para recibir comentarios del público sobre una ley local que revoca y sustituye el Capítulo

270, Artículo II, titulado "Exención fiscal para personas mayores" del Código de Ordenanzas de la Ciudad de Newburgh

Comments from the public regarding agenda and general matters of City Business/Comentarios del público con respecto a la agenda y sobre asuntos generales de la Ciudad.

Comments from the Council regarding the agenda and general matters of City Business/Comentarios del Consejo con respecto a la agenda y sobre asuntos generales de la Ciudad

City Manager's Report/ Informe del Gerente de la Ciudad

8. Resolution No. 8 - 2025 - PIN No. 8761.40 Walsh Road Bridge Replacement - Supplemental Amendment with WSP

   Resolution authorizing the City Manager to accept a proposal for supplemental construction inspection and support services to the agreement with WSP USA Inc. at a cost of $187,644.00 in the Walsh Road Bridge Over Quassaick Creek Replacement Project (BIN 2223620/PIN 8761.40)

   Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta para servicios suplementarios de inspección de construcción y de apoyo al acuerdo con WSP USA Inc. por un costo de $187,644.00 en el Proyecto de Reemplazo del Puente de Walsh Road sobre el Quassaick Creek (BIN 2223620/PIN 8761.40)

9. Resolution No. 9 - 2025 - Change Order No. 1 with Butler Construction on Delano-Hitch Aquatics Center

   Resolution authorizing Change Order No. 1 to the construction contract with Butler Construction Group, Inc. for the Delano-Hitch Recreation Park Aquatic Center Improvements Project

   Resolución que autoriza la Orden de Cambio No. 1 al contrato de construcción con Butler Construction Group, Inc. para el Proyecto de Mejoras del Centro Acuático del Parque Recreativo Delano-Hitch

10. Resolution No. 10 - 2025 - Change Order No. 1 with J&J Sass Electric, Inc. on the Delano-Hitch Aquatics Center

    Resolution authorizing Change Order No. 1 to the electrical construction contract with J & J Sass Electric, Inc. for the Delano-Hitch Recreation Park Aquatic Center Improvements Project

    Resolución que autoriza la Orden de Cambio No. 1 al contrato de construcción eléctrica con J & J Sass Electric, Inc. para el Proyecto de Mejoras del Centro Acuático del Parque Recreativo Delano-Hitch

11. Resolution No. 11 - 2025 - Blackline Safety Monitoring & Service Agreement

    Resolution authorizing the City Manager to execute an agreement with

Blackline Safety Corp. for Lone Worker safety equipment and related services for the Water Division

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con Blackline Safety Corp. para el equipamiento de seguridad Lone Worker y servicios relacionados para la División de Agua

12. Resolution No. 12 - 2025 - Purchase of 54 Wilkin Street

    Resolution to authorize the conveyance of real property known as 54 Wilkin Street (Section 26, Block 3, Lot 31) at private sale to Jimmy R. Mera for the amount of $60,000.00

    Resolución que autoriza la transmisión de bienes raíces conocidos como 54 Wilkin Street (Sección 26, Bloque 3, Lote 31) en venta privada a Jimmy R. Mera por el monto de $60,000.00

13. Resolution No. 13 - 2025 - 7 Locust Street - Partial Release of Restrictive Covenants

    Resolution authorizing the execution of a partial release of restrictive covenants and right of re-entry from a deed issued to Jimmy R. Mera to the premises known as 7 Locust Street (Section 25, Block 5, Lot 18)

    Resolución que autoriza la ejecución de una liberación parcial de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Jimmy R. Mera a las instalaciones conocidas como 7 Locust Street (Sección 25, Bloque 5, Lote 18)

14. Resolution No. 14 - 2025 - GAR contract for Professional Services (VFF)

    Resolution authorizing an agreement with GAR Associates LLC for real property commercial valuation services at a cost of $10,000.00

    Resolución que autoriza un acuerdo con GAR Associates LLC para servicios de valoración comercial de bienes raíces por un costo de $10,000.00

15. Resolution No. 15 - 2025 - Contract with Drone Nerds Inc.

    Resolution authorizing the award of a bid and the execution of a contract with Drone Nerds Inc. for drone products and related services in the amount of $91,430.66

    Resolución que autoriza la otorgación de una licitación y la ejecución de un contrato con Drone Nerds Inc. para productos de drones y servicios relacionados por el monto de $91,430.66

16. Resolution No. 16 - 2025 - To Amend 2025 Personnel Book in Code Enforcement

Resolution amending the 2025 Personnel Analysis Book to delete one Temporary Account Clerk position and add one Account Clerk position in the Code Compliance Bureau

Resolución que enmienda el Libro de Análisis de Personal 2025 para eliminar un puesto Temporal de Empleado de Cuentas y añadir un puesto de Empleado de Cuentas en la Oficina de Cumplimiento del Código

17. Resolution No. 17 - 2025 - To Amend 2025 Personnel Book in Code Enforcement - Grade Change

    Resolution amending the 2025 Personnel Analysis Book and amending Resolution No.: 249-2024,the 2025 Budget for the City of Newburgh, New York to change the grade and salary of the Highway and Utility Inspector

    Resolución que enmienda el Libro de Análisis de Personal 2025 y enmienda la Resolución No.: 249-2024, el Presupuesto 2025 para la Ciudad de Newburgh, Nueva York para cambiar el grado y el salario del Inspector de Autopistas y Servicios Públicos

18. Resolution No. 18 - 2025 - Invest in Our New York (IONY)

    Resolution of the City Council of the City of Newburgh supporting Invest In Our New York

    Resolución del Concejo Municipal de la Ciudad de Newburgh de apoyo a Invertir en Nuestra Nueva York

19. Local Law - A - 2025 - Local Law Amending Chapter 270 Article IX Exemption for Disabled Persons with Limited Incomes

    A Local Law amending Chapter 270, Article IX entitled Exemption for Disabled Persons with Limited Incomes of the City Code of the City of Newburgh

    Una ley local que modifica el Capítulo 270, Artículo IX, titulado "Exención para personas discapacitadas con ingresos limitados" del Código Municipal de la Ciudad de Newburgh

20. Local Law - B - 2025 - Local Law Repealing and Replacing Chapter 270 Article II Senior Citizen Tax Exemption

    A Local Law repealing and replacing Chapter 270, Article II entitled Senior Citizens Tax Exemption" of the City Code of Ordinances of the City of Newburgh

    Una ley local que revoca y sustituye el Capítulo 270, Artículo II, titulado "Exención fiscal para personas mayores" del Código de Ordenanzas de la Ciudad de Newburgh

21. Resolution No. 19 - 2025 - To Execute a Payment of Claim with Russell Turiak

    A resolution authorizing the City Manager to execute a payment of claim with Russell Turiak in the amount of $42,500.00

    Una resolución que autoriza al Gerente de la Ciudad a ejecutar un reclamo de pago con Russell Turiak por el monto de $42,500.00

22. Resolution No. 20 - 2025 - To Execute a Payment of Claim with John Boubaris

    A resolution authorizing the City Manager to execute a payment of claim with John Boubaris in the amount of $20,000.00

    Una resolución que autoriza al Gerente de la Ciudad a ejecutar un reclamo de pago con John Boubaris por el monto de $20,000.00

23. Resolution No. 21 - 2025 - Amending the 2025 Personnel Analysis Book & Resolution

    A resolution amending the 2025 Personnel Analysis Book and amending Resolution No. 249-2024, the 2025 Budget for the City of Newburgh, New York to change the grade and salary of the Senior Payroll Clerk

    Una resolución que enmienda el libro de análisis de personal de 2025 y enmienda la resolución No. 249-2024, el presupuesto de 2025 para la ciudad de Newburgh, Nueva York, para cambiar el grado y el salario del empleado superior de nóminas

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Final Comments from the City Council/ Comentarios Finales del Ayuntamiento:

Adjournment/ Aplazamiento:

RESOLUTION NO.: 4 - 2025

OF

JANUARY 13, 2025

RESOLUTION SCHEDULING A PUBLIC HEARING FOR JANUARY 27, 2025
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW
AMENDING CHAPTER 270, ARTICLE IX,
ENTITLED "EXEMPTION FOR DISABLED PERSONS WITH LIMITED INCOMES"
OF THE CITY CODE OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law amending Chapter 270, Article IX, entitled 'Exemption for Disabled Persons with Limited Incomes' of the Code of Ordinances of the City of Newburgh"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 27th day of January, 2025 in the Council Chambers, 3rd Floor, City Hall, 83 Broadway, Newburgh, New York.

I, Katrina Cotten, City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 1/13/25 and that it is a true and correct copy of such original.
Witness my hand and seal of the City of Newburgh this 14th day of Jan 20 25

Katrina Cotten
City Clerk

LOCAL LAW NO.: _____ - 2025

OF

_____, 2025

A LOCAL LAW AMENDING CHAPTER 270, ARTICLE IX, ENTITLED "EXEMPTION FOR DISABLED PERSONS WITH LIMITED INCOMES" OF THE CITY CODE OF THE CITY OF NEWBURGH

BE IT ENACTED, by the Council of the City of Newburgh, New York that

SECTION 1 – TITLE

This Local Law shall be referred to as "A Local Law amending Chapter 270, Article IX, entitled 'Exemption for Disabled Persons with Limited Incomes' of the Code of Ordinances of the City of Newburgh".

SECTION 2 - AMENDMENT

Chapter 270, Article IX entitled "Exemption for Disabled Persons with Limited Incomes" of the Code of Ordinances of the City of Newburgh is hereby amended to read as follows:

Chapter 270 Taxation

Article IX. Exemption for Disabled Persons with Limited Incomes

§ 270-105. Amount of exemptions.

The percentage of exemption shall be based on the annual income ranges as specified herein, as follows:

Annual Income	**Percentage of Assessed Valuation Exempt from Taxation**
$3,000 but less than $50,000~~29,000.00~~	50%
$50,001~~29,000~~ but less than $50,999~~29,999.99~~	45%
$51,000~~30,000.00~~ but less than $51,999~~30,999.99~~	40%
$52,000~~31,000.00~~ but less than $52,999~~31,999.99~~	35%

~~Strikethrough~~ denotes deletions
Underlining denotes additions

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$53,000~~32,000.00~~ but less than $53,899~~32,899.99~~	30%
$53,900~~32,900.00~~ but less than $54,799~~33,799.99~~	25%
$54,800~~33,800.00~~ but less than $55,699~~4,699.99~~	20%
$55,700~~34,700.00~~ but less than $56,599~~35,599.99~~	15%
$56,600~~35,600.00~~ but less than $57,499~~36,499.99~~	10%
$57,500~~36,500.00~~ but less than $58,399~~37,399.99~~	5%

§ 270-110. Effective date.

This article shall take effect on February 1, 2025 after the filing of same with the Secretary of State and shall apply to assessment rolls completed on or after such effective date.

SECTION 3 – SEVERABILITY

The provisions of this Local Law are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been adopted if such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 4 – CODIFICATION

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the Charter of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Local Law" shall be changed to "Charter", "Article", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Local Law or the provisions of the City Charter affected thereby.

~~Strikethrough~~ denotes deletions
Underlining denotes additions

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SECTION 5 – VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 6 – EFFECTIVE DATE

This Local Law and shall be effective on February 3, 2025 after the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

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~~Strikethrough~~ denotes deletions
Underlining denotes additions

RESOLUTION NO.: 5 - 2025

OF

JANUARY 13, 2025

RESOLUTION SCHEDULING A PUBLIC HEARING FOR JANUARY 27, 2025
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW REPEALING AND
REPLACING CHAPTER 270, ARTICLE II,
ENTITLED "SENIOR CITIZENS TAX EXEMPTION"
OF THE CITY CODE OF ORDINANCES OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law repealing and replacing Chapter 270, Article II, entitled 'Senior Citizens Tax Exemption' of the Code of Ordinances of the City of Newburgh"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 27th day of January, 2025 in the Council Chambers, 3rd Floor, City Hall, 83 Broadway, Newburgh, New York.

I, Katrina Cotten, City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 1/13/25 and that it is a true and correct copy of such original.
Witness my hand and seal of the City of Newburgh this 14th day of Jan 2025

Katrina Cotten
City Clerk

LOCAL LAW NO.: _____ - 2025

OF

_____, 2025

A LOCAL LAW REPEALING AND REPLACING CHAPTER 270, ARTICLE II, ENTITLED "SENIOR CITIZENS TAX EXEMPTION" OF THE CITY CODE OF ORDINANCES OF THE CITY OF NEWBURGH

BE IT ENACTED, by the Council of the City of Newburgh, New York that

SECTION 1 – TITLE

This Local Law shall be referred to as "A Local Law repealing and replacing Chapter 270, Article II, entitled 'Senior Citizens Tax Exemption' of the Code of Ordinances of the City of Newburgh".

SECTION 2 - AMENDMENT

Article II entitled "Senior Citizens Tax Exemption" of Chapter 270 entitled "Taxation" of the Code of Ordinances of the City of Newburgh is hereby repealed and replaced as follows:

Chapter 270 Taxation

Article II. Senior Citizens Tax Exemption

§ 270-18. Exemption granted.

A. Pursuant to § 467 of the New York State Real Property Tax Law, real property located in the City of Newburgh and owned by one or more persons, each of whom is 65 years of age or older, or real property owned by spouses, one of whom is 65 years of age or older, or real property owned by siblings, one of whom is 65 years of age or older, shall be exempt from taxation by the City of Newburgh to the extent of 50% of the assessed valuation thereof, as hereinafter provided.
B. Any person otherwise qualified for the real property exemption provided herein shall not be denied the exemption if the person becomes 65 years of age after the applicable taxable status date and before December 31 of the same year.

§ 270-19. Amount of exemption; conditions.

A. The percentage of exemption shall be based on the annual income ranges as specified herein, as follows:

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Annual Income	Percentage of Assessed Valuation Exempt from Taxation
Less than $50,000	50%
$50,001 but less than $50,999	45%
$51,000 but less than $51,999	40%
$52,000 but less than $52,999	35%
$53,000 but less than $53,899	30%
$53,900 but less than $54,799	25%
$54,800 but less than $55,699	20%
$55,700 but less than $56,599	15%
$56,600 but less than $57,499	10%
$57,500 but less than $58,399	5%

B. Any exemption provided by this section shall be computed after all of the partial exemptions by law have been subtracted from the total amount assessed.

C. The real property tax exemption provided under this article in real property owned by spouses, one of whom is 65 years of age or over, once granted, shall not be rescinded solely because of the death of the older spouse, so long as the surviving spouse is at least 62 years of age.

§ 270-20. Exemption not granted under certain circumstances; exceptions.

A. Exemption from taxation for school purposes shall not be granted in the case of real property where a child resides if such child attends a public school of elementary or secondary education.

B. No exemption shall be granted:

1. If the income of the owner or the combined income of the owners of the property for the income tax year immediately preceding the date of making application for exemption exceeds $58,399. “Income tax year” shall mean the second most recent calendar year period for which the owner or owners filed a federal personal income tax return or, if no such return is filed, the second most recent calendar year; where

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title is vested in either spouse, their combined income may not exceed such sum. Such income is defined as federal adjusted gross income, including social security, tax-exempt interest on dividends, and amounts exceeding the loss limitation exclusion, minus taxable individual retirement account.

2. Unless the title of the property shall have been vested in the owner or one of the owners of the property for at least 12 months prior to the date of making application for exemption.

3. Unless the property is used exclusively for residential purposes; provided, however, that in the event that any portion of such property is not so used exclusively for residential purposes but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this section.

4. Unless the real property is the legal residence of and is occupied in whole or in part by the owner or by all of the owners of the property, provided that an owner who is absent while receiving health-related care as an inpatient of a residential health care facility, as defined in § 2801 of the Public Health Law, shall be deemed to remain a legal resident and an occupant of the property while so confined, and income accruing to that person shall be income only to the extent that it exceeds the amount paid by such owner, spouse or co-owner for care in the facility; and provided further that during such confinement such property is not occupied by other than the spouse or co-owner of such owner.

§ 270-21. Application.

A. Application for exemption hereunder must be made by the owner or all of the owners of the property annually on forms to be furnished by the Assessor's office and shall furnish the information and be executed in the manner required or prescribed in such forms and shall be filed annually in such Assessor's office on or before the appropriate taxable status date.
B. The City Assessor is authorized to accept applications for the renewal of exemptions after the taxable status date if the owner or owners received such an exemption on the immediately preceding assessment roll and such application, executed as if such application had been filed on or before the tax status date, is filed with the Assessor on or before the date for the hearing of complaints.

§ 270-22. Penalties for false statement.

Any conviction of having made any willful false statement in the application for such exemption shall be punishable by a fine of not more than $100 and shall disqualify the applicant or applicants from further exemption for a period of five years.

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SECTION 3 – SEVERABILITY

The provisions of this Local Law are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been adopted is such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 4 – CODIFICATION

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the Charter of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Local Law" shall be changed to "Charter", "Article", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Local Law or the provisions of the City Charter affected thereby.

SECTION 5 – VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 6 – EFFECTIVE DATE

This Local Law and shall be effective on February 3, 2025 after the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

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RESOLUTION NO.: __8__ - 2025

OF

JANUARY 27, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL FOR SUPPLEMENTAL CONSTRUCTION INSPECTION AND SUPPORT SERVICES TO THE AGREEMENT WITH WSP USA INC. AT A COST OF $187,644.00 IN THE WALSH ROAD BRIDGE OVER QUASSAICK CREEK REPLACEMENT PROJECT (BIN 2223620/PIN 8761.40)

WHEREAS, the City of Newburgh has undertaken a Project for the Bridge Replacement of Walsh Road over Quassaick Creek (BIN 2223620) in the City of Newburgh, Orange County, PIN 8761.40 (the "Project") by approving a Master Federal Aid Local Project Agreement with the New York State Department of Transportation ("NYSDOT"); and

WHEREAS, the City Council approved agreements with WSP USA, Inc. for professional engineering services for the design, preliminary engineering, and right-of-way acquisition services for the Project; and

WHEREAS, by Resolution No. 222–2023 of November 13, 2023, the City council approved a contract adding construction inspection services to its existing contract with City of Newburgh for the Project at a cost of $693,692.00 to satisfy the federal requirement of maintaining complete oversight during construction to ensure the project is completed according to the plans and specifications; and

WHEREAS, WSP USA Inc. has submitted a letter proposal and engineering consultant contract for supplemental construction inspection services required by extending the estimated project completion to July 2025; and

WHEREAS, the funding for the construction inspection services shall be derived from the City's allocation of NYSDOT Touring Route Funds; and

WHEREAS, the City Council has reviewed the annexed proposal and contract and has determined that continuing with such work as proposed would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute a contract with WSP USA Inc. for supplemental construction inspection services related to the Walsh Road Bridge over Quassaick Creek Replacement Project (BIN 2223620/PIN 8761.40) at a cost of $187,644.00.

500 Summit Lake Drive
4th Floor, Suite 450
Valhalla, NY 10595
(914) 747-1120

December 27, 2024

Mr. Jason Morris, P.E.
Commissioner of Public Works & City Engineer
83 Broadway
Newburgh, New York 12550

Re: PIN 8761.40 Replacement of Walsh Road Bridge over Quassaick Creek
Supplemental Request for Construction Inspection and Construction Support Services

Dear Mr. Morris:

As requested, attached herein is WSP's cost proposal and associated scope of services to provide supplemental Construction Inspection and Construction Support (CI/CS) services for the above-referenced locally administered federally-aided bridge replacement project. WSP also includes HVEA Engineers (a certified DBE engineering firm) as a subconsultant to provide secondary construction inspection field staff in this project.

The original proposal captured field time (CI) from March to December 2024, corresponding to the 9 months associated with the roadway closure. The anticipated construction completion date recently provided by the contractor is July 2025 (17 months).

The original effort associated with office engineering (CS) was also based on the 9 month time frame and for a typical range of 25-30 submittals and 15-20 RFIs. The number of submittals and RFIs is over 100 at the present time.

Also included in this request is estimated additional engineering / administrative effort (reviewing and packaging pertinent project correspondence and records, preparing notifications and communicating to all parties, developing detailed costs / invoices) to assist the City in pursing an offset for engineering charges from the contractor, to include those related primarily to incomplete or delayed completion of work and site clean-up.

The estimated cost for the additional scope of CI/CS work is not to exceed $187,644 as per the breakdown in the attached summary pages. Please review and contact Nicole Shute, the Project Manager for this Task at (914) 449-9095, if you have any questions or need additional information. We look forward to working with you on this task.

Very truly yours,
WSP USA Inc.

By _____
Scott Geiger, P.E.
WSP Senior Vice President
Business Line Leader, NY East

cc: file

Engineering
Consultant Contract

PIN 8761.40 Municipal Contract No. _____

Agreement made this ____ day of _____, **2025** by and between

The City of Newburgh
having its principal office at 83 Broadway, in the City of Newburgh, NY,
(to be known throughout this document as the ***"Sponsor"***)

and

WSP USA Inc. with its office at 500 Summit Lake Drive, Suite 450, Valhalla, NY
(to be known throughout this document as the ***"Consultant")***

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this contract as ***PINs 8761.40 Replacement of the Walsh Road Bridge over Quassaick Creek*** (as described in detail in Attachment A annexed hereto, the "Project") the Sponsor has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Sponsor has selected the Consultant to perform such services in accordance with the requirements of this Contract; and

WHEREAS, the **Mr. Todd Venning,** City Manager, is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT

This contract consists of the following:

- **Agreement Form** - this document titled "Engineering Consultant Contract";
- **Attachment "A"** - Project Description and Funding;
- **Attachment "B"** – Scope of Services;
- **Attachment "C"** - as applicable, Staffing Rates, Hours, Reimbursables and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

2.1 The Consultant shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment "B" In performing the services under this Agreement, Consultant will use the degree of care and skill ordinarily exercised under similar circumstances by members of similar profession at the same location during the same time period subject to this Agreement ("Standard of Care").

2.2 The Consultant shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior to beginning any of the work of this Project. All work required under this Contract shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

2.3 The Consultant will commence work no later than ten (10) days after receiving notice to proceed from the Sponsor.

ARTICLE 3. COMPENSATION METHODS, RATES, AND PAYMENT

As full compensation for the Consultant's work, services and expenses hereunder the Sponsor shall pay to the Consultant, and the Consultant agrees to accept compensation based on the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

Q3.1 Cost Plus Net Fee Method			
ITEM	**DESCRIPTION OF ITEMS WITHIN METHOD**	**APPLABLE RATE / AMT or %**	**INTERIM PAYMENTS**
Item I	• Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Contract, plus properly allocable partial salaries of all persons working part-time on this PROJECT. • The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor. • If, within the term of this Contract, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance	• Actual cost incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative. • Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Contract, all subject to audit. • Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor.	• The CONSULTANT shall be paid in monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C. • Bills are subject to approval of the Sponsor and Sponsor's Representative.
Item II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Contract; all subject to audit.	All reimbursement for travel, meals, and lodging shall be made at the actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	
Item III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which	Salvage value	

Q3.1 Cost Plus Net Fee Method			
ITEM	**DESCRIPTION OF ITEMS WITHIN METHOD**	**APPLABLE RATE / AMT or %**	**INTERIM PAYMENTS**
	become the property of the Sponsor at the completion of the work or at the option of the Sponsor.		
Item IV	• Overhead Allowance based on actual allowable expenses incurred during the term of this Contract, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), subpart 1-31.2 as modified by sub-part 1-31.105, and applicable policies and guidelines of the Sponsor, NYSDOT and FHWA. • For the purpose of this Contract, an accounting period shall be the CONSULTANT's fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Sponsor for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.	• The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE and shall be a FAR compliant rate initially established as **139%** for office staff and **106%** for field staff, subject to audit.	
Item V	• Negotiated Lump Sum Net Fee. • Payment of the Net Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	• A negotiated Lump Sum Net Fee, compensated proportionally to the work performed, which in this CONTRACT shall not exceed **$12,094.**	
Item VI	The Maximum Amount Payable under this Contract including Net Fees unless this contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	Maximum Amount Payable under this Method shall be **$187,644.**	

ARTICLE 4. INSPECTION

The duly authorized representatives of the Sponsor, and on Federally aided projects, representatives of the New York State Department of Transportation and the Federal Highway Administration, shall have the right at all times to inspect the work of the Consultant.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the Sponsor:

A. For Cost Plus Net Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.

B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than $300,000, an audit may be waived by the Sponsor.

C. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than $300,000, an audit may be waived by the Sponsor.

5.2 In order to enable the Sponsor to process the final payment properly and expeditiously, the Consultant is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

II. Records of Direct Non-Salary Costs;

III. Copies of any subcontracts relating to said contract;

IV. Location where records may be examined; and

V. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The Sponsor will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the Consultant of the final payment shall operate as and shall be a release to the Sponsor from all claims and liability to the Consultant, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the

Consultant under or in connection with this Contract or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Contract within the compensation provided shall be continuously reviewed by the Consultant. The Consultant shall notify the Sponsor of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Sponsor on a monthly basis or such alternative interval as the Sponsor directs in writing.

7.2 If the Consultant is of the opinion that any work the Consultant has been directed to perform is beyond the scope of the Project Contract and constitutes extra work, the Consultant shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole judge as to whether or not such work is in fact beyond the scope of this Contract and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the Consultant in a fair and equitable manner. If necessary, an amendment to the Project Contract, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the Consultant for execution after approvals have been obtained from necessary Sponsor officials, and, if required from the Federal Highway Administration.

7.3 In the event of any claims being made or any actions being brought in connection with the Project, the Consultant agrees to render to the Sponsor all assistance required by the Sponsor. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Contract for the additional services above described, the Sponsor's directions shall be exercised by the issuance of a separate Contract, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The Consultant shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the Consultant, his subcontractors, agents or employees in the performance of his service under this Contract.

Further, it is expressly understood that the Consultant shall indemnify and save harmless the Sponsor from damages and costs of every name and description resulting from the negligent performance of the services of the Consultant under this Contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the Consultant 's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in

this Article or in this Contract shall create or give to third parties any claim or right of action against the Sponsor beyond such as may legally exist irrespective of this Article or this Contract.

The Consultant shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars ($1,000,000) per project, issued to and covering damage for liability imposed on the Consultant by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Contract. The Consultant shall supply any certificates of insurance required by the Sponsor and adhere to any additional requirements concerning insurance.

The Sponsor shall in no event be liable or responsible for damage or injury to any person or property caused by the use, maintenance, or operation of any vehicle or other equipment by, or the action of, Consultant or Consultant's employees, subcontractors and agents in performing the services. Consultant shall assume all liability for any injury, sickness, disease or death to any employee, subcontractor and/or agent arising out of or resulting from performance of the services.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This contract shall be void and of no effect unless the Consultant shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The Consultant shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this contract in the sum of at least $1,000,000.00 (One Million dollars) each. The automobile liability insurance policy shall include coverage for owned, non-owned and hired private passenger and commercial vehicles. The policies shall be written on a primary and non-contributing coverage basis. The Sponsor shall be named as an additional insured on the policies.

The Consultant shall furnish a certified copy of said policies to the Sponsor at the time of execution of this contract. Certificates shall provide that thirty (30) days written notice, by registered mail with return receipt requested, prior to cancellation or expiration be given to the Sponsor. Policies that lapse and/or expire during the term of work shall be recertified and received by the Sponsor no less than thirty (30) days prior to expiration or cancellation.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the Project existing in the office of the Sponsor or existing in the offices of the Consultant shall be made available to the other party to this Contract without expense to such other party.

ARTICLE 11. RECORDS RETENTION

The Consultant shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Sponsor, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE Consultant within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The Consultant agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Sponsor may decide, it being understood however, that the permitting of the Consultant T to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Sponsor of any of its rights herein. Nothing in this Article will prevent the Consultant from exercising his rights under Article 7 of this contract.

ARTICLE 13. TERMINATION

The Sponsor shall have the absolute right to terminate this Contract upon seven (7) days written notice, and such action shall in no event be deemed a breach of contract:

A. for convenience of the Sponsor - if a termination is brought about for the convenience of the Sponsor and not as a result of unsatisfactory performance on the part of the Consultant, final payment shall be made based on the basis of the Consultant 's compensable work delivered or completed prior to and under any continuing directions of such termination.

B. for cause - if the termination is brought about as a result of the Sponsor's determination of material breach of contract on the part of the Consultant, the value of the work performed by the Consultant prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the

Consultant to the point of termination and acceptable to the Sponsor, of the total amount of work contemplated by the Project Contract.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as Consultant, the rights and duties of the Consultant shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Contract, and the Sponsor shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as Consultant, all data and records pertaining to the Project shall be delivered within sixty (60) days to the Sponsor or his duly authorized representative. In case of the failure of the Consultant 's successors or personal representatives to make such delivery on demand, then in that event the representatives of the Consultant shall be liable to the Sponsor for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Sponsor, the Sponsor will pay to the representatives of the Consultant all amounts due the Consultant, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The Consultant specifically agrees that this Contract may be canceled or terminated if any work under this Contract is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The Consultant, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Sponsor by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Sponsor, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Sponsor shall have the right to annul this Contract without liability, or, in its discretion, to deduct

from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The Consultant specifically agrees that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract or of his right, title or interest therein, or his power to execute such Contract, to any other person, company or corporation, without the previous consent in writing of the Sponsor.

If this provision is violated, the Sponsor may revoke and annul the Contract and the Sponsor shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the Consultant shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the Sponsor.

ARTICLE 19. PROPRIETARY RIGHTS

The Consultant agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. However, the Consultant agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS

All Subcontractors and Subconsultants performing work on this project shall be bound by the same required contract provisions as the Consultant. All agreements between the Consultant and a subcontractor or other Subconsultant shall include all standard required contract provisions, and such agreements shall be subject to review by the Sponsor.

ARTICLE 20.1 PROMPT PAYMENT. While federal regulation (49 CFR 26.29[1]) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily

[1] http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=936406b1c92895795069232a53fb110f&rgn=div8&view=text&node=49:1.0.1.1.20.2.18.5&idno=49

completed.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Contract, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

C. does not have a proposed debarment pending; and

D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Contract to the best of his or her knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

A. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the Consultant under this contract. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Sponsor may in certain circumstances, provide compensation for such work.

B. Neither the Sponsor's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Consultant shall be and remain liable to the Sponsor in accordance with applicable law for all damages to the Sponsor caused by the Consultant 's negligent performance or breach of contract of any of the services furnished under this contract.

C. The rights and remedies of the Sponsor provided for under this contract are in addition to any other rights and remedies provided by law.

D. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The Consultant agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Consultant agrees that neither it nor its Subconsultants shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New

York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Consultant is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 1506.5(c)

If the work of the Project includes the preparation of an Environmental Impact Statement (EIS), the signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

a. an existing contract for the Project's ROW incidental work or construction engineering; or

b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the Project alternatives.

This does not preclude the Consultant from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS *(unless more restrictive municipal laws apply*)

For all contracts other than personal services in excess of $5,000, the Consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of $20,000 except printing contracts in excess of $10,000, the Consultant shall solicit a number of sealed bids from qualified Subcontractors so that at least three (3) bids will be received. The Consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Consultant's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Consultant and its subconsultants must pay at least the prevailing wage rate and

pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Consultant, or any of the aforesaid affiliates of Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Sponsor and the New York State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (see 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Consultant's actual receipt of process or upon the Sponsor's receipt of the return thereof by the United State Postal Service as refused or undeliverable. Consultant must promptly notify the Sponsor, in writing, of each and every change of address to which service of process can be made. Service by the Sponsor to the last known address shall be sufficient. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

ARTICLE 30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA.

At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

ARTICLE 31. MISCELLANEOUS

31.1 *Executory Contract*. This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Sponsor beyond the monies legally available for the purposes hereof.

31.2 *Waiver*. No waiver made by either party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation hereunder shall be considered a waiver of any of the rights of that party with respect to any other default or breach. No such waiver shall be valid unless it is in writing duly signed by the party waiving the right or rights.

31.3 *Severability*. If any term or provision of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law.

31.4 *Governing Law*. This Agreement shall be governed by and construed under the laws of the State of New York.

31.5 *Modification or Amendment*. No amendment, change or modification of this Agreement shall be valid unless in writing, signed by both Parties hereto.

31.6 *Binding Effect*. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the Parties hereto.

31.7 *Entire Agreement*. This Agreement contains the entire terms and obligations between the Parties as to subject matter herein and supersedes all prior agreements whether oral or written between the Parties hereto. This Agreement may be modified only by a written instrument signed by the Parties.

IN WITNESS WHEREOF, the parties have duly executed this Contract effective the day and year first above written.

Reference: Sponsor Contract # _____

Sponsor By: _____ Title: _____ Date: _____	Consultant By: _____ Title: _____ Date: _____

ACKNOWLEDGMENT OF THE CITY OF NEWBURGH

STATE OF NEW YORK
ss:
COUNTY OF _____

On this _____day of _____, 20 _____ before me, the subscriber, personally came _____ to me known, who, being by me duly sworn, did depose and say; that he/she resides in _____, New York; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

_____

Notary Public, _____ County, NY

ACKNOWLEDGMENT OF THE CONSULTANT

STATE OF NEW YORK
ss:
COUNTY OF WESTCHESTER

On this _____day of _____, 20 _____ before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed same.

_____

Notary Public,_____ County, NY

Attachment A

Engineering Consultant Contract
Project Description and Funding

PIN: 8761.40 *Term of Agreement Ends:* December 31, 2025
BIN: N/A

☐ Main Agreement ☐ Amendment to Contract ☒Supplement to Contract

Phase of Project Consultant to work on:

☐ P.E./Design ☐ ROW Incidentals ☐ ROW Acquisition ☒ Construction, C/I, & C/S

Dates or term of Consultant Performance:
Start Date: February 1, 2025
Finish Date: December 31, 2025

PROJECT DESCRIPTION:

PIN 8761.40 – Replacement of the Walsh Road Bridge over Quassaick Creek

Project Location:

Walsh Road over Quassaick Creek, on the border between the City of Newburgh and the Town of New Windsor

Consultant Work Type(s): See Attachment B for more detailed Scope of Services.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:
$187,644

Footnotes:

Attachment B:
Scope of Services

SECTION 8 - CONSTRUCTION SUPPORT

8.01 Construction Support

The Consultant will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the Sponsor under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the Consultant will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The Consultant will analyze and make recommendations on the implementation of changes proposed by the Sponsor or the construction contractor. This includes the Traffic Control Plan.
- The Consultant will interpret and clarify design concepts, plans and specifications.
- The Consultant will review and approve shop drawings for construction.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

SECTION 9 - CONSTRUCTION INSPECTION

9.01 Equipment

The Contractor will furnish office space and basic office furnishings for the Consultant, as part of the Agreement. The Consultant will furnish all other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The Consultant must provide, to the satisfaction of the Sponsor, contract administration and construction inspection services from such time as directed to

proceed until the completion of the final agreement and issuance of final payment for the contract. The Consultant must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the Project.

9.03 Sponsor Project Manager

This Project Manager shall be the Sponsor's official representative on the contract, and the Consultant shall report to and be directly responsible to said Project Manager.

9.04 Ethics

Prior to the start of work, the Consultant shall submit to the Sponsor a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The Consultant shall provide all necessary health and safety related training, supervision, equipment and programs for inspection staff assigned to the Project.

9.06 Staff Qualifications and Training

The Consultant shall provide sufficient trained personnel to adequately and competently perform the requirements of this Agreement. The Consultant shall recommend inspectors to the Sponsor for approval prior to their assignment to the project. Resumes, proof of required certification and the proposed initial salary shall be furnished. The Sponsor may interview before approval and reserves the right to disapprove any application. The employment of all Consultant personnel is conditional, subject to satisfactory performance, as determined by the Sponsor.

It is mandatory that all technician personnel be identified by the National Institute for Certification in Engineering Technologies (NICET) certification levels in the staffing tables. In addition, all Transportation Engineering Technicians-Construction assigned to the project at and above level III, Engineering and Senior Engineering Technicians, must be certified by NICET. Transportation Engineering Technicians-Construction below level III assigned to the project must have successfully completed the General Work Element requirements and at least those Special Work Elements which apply to their specific project assignments at the level of their rating.

In lieu of the NICET certification requirements, the Sponsor may accept evidence that the person proposed for employment (1) has satisfactorily performed similar

duties as a former NYSDOT employee or (2) has a combination of education and appropriate experience commensurate with the scope of the position in question.

Technicians employed by the Consultant that perform field inspection of Portland cement concrete shall possess a current certification from the American Concrete Institute (ACI) as a Concrete field-testing Technician-Grade 1, or have completed all of the following NICET work elements, which are equivalent to the ACI certification:

NICET LEVEL	NICET CODE	NICET WORK ELEMENT
I	82019	Sample Fresh Concrete
I	82020	Slump Test
II	84068	Air Content, Pressure
II	84069	Air Content, Gravimetric
II	84070	Air Content, Volumetric
II	84076	Field Prepared Test Specimens

Inspectors designated as the responsible person in charge of work zone traffic control must have sufficient classroom training, or a combination of classroom training and experience, to develop needed knowledge and skills. Acceptable training should consist of a formal course presented by a recognized training program which includes at least two full days of classroom training. A minimum of two days classroom training is normally required, although one day of classroom training plus responsible experience may be considered. Recognized training providers include American Traffic Safety Services Association (ATSSA), National Safety Council (NSC), FHWA's National Highway Institute (FHWA-NHI), and accredited colleges and universities with advanced degree programs in Civil/Transportation/Traffic Engineering. Former NYSDOT employees may be considered on the basis of at least one day of formal classroom training combined with responsible M&PT experience.

Technicians employed by the Consultant who perform field inspection of geotechnical construction (earthwork), including, but not limited to embankment construction, subbase placement, structure and culvert backfill placement, and testing of earthwork items for in-place density and/or gradation, shall possess a current certification and/or proof of training from the following organization:

North East Transportation Technician Certification Program (NETTCP) Soils and Aggregate Inspector Certification. An alternative to this certification would be proof of previous training (within the past 5 years) of the NYSDOT Earthwork Inspectors School, given by NYSDOT's Geotechnical Engineering Bureau.

9.07 Scope of Services/Performance Requirements

A. Quality

The Consultant will enforce the specifications and identify in a timely manner to the Sponsor local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the Project.

B. Record Keeping & Payments to the Contractor

2) All records must be kept in accordance with the directions of the Sponsor and must be consistent with the requirements of the NYSDOT Manual of Uniform Recordkeeping (MURK).[2] The Consultant shall take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.

3) Any record plans, engineering data, survey notes or other data provided by the Sponsor should be returned to the Sponsor at the completion of the Agreement. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the Consultant will bear the endorsement of the Consultant. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.

4) Unless otherwise modified by this Agreement, the Sponsor will check, and when acceptable, approve all structural shop drawings.

5) The Consultant must submit the final estimate of the Agreement to the Sponsor within four (4) weeks after the date of acceptance of the Agreement. All project records must be cataloged, indexed, packaged, and delivered to the Sponsor within five (5) weeks after the date of the acceptance of the Agreement.

Health & Safety/Work Zone Traffic Control

1) The Consultant must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the Agreement per Sponsor policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety and to

[2] https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information

ensure they are prepared to recognize and address any contractor oversight or disregard of project safety requirements.

2) The Consultant is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the Agreement.

Monitoring Equal Opportunity/Labor Requirements

The Consultant must assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the Agreement. When monitoring the Contractor's Equal Opportunity and Labor compliance, the Consultant, will utilize the guidance contained in the Agreement, standard specifications, and the Sponsor's policies. The Consultant is also to input required disadvantaged business enterprise (DBE) information into the NYSDOT maintained Equitable Business Opportunities (EBO) database[3].

Section 10 - Estimating and Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 8 Construction Support will include but not be limited to:

- Providing technical support during construction on questions relating to the design.
- Providing assistance in construction bid proceedings.
- Analysis of bids.
- Review of shop drawings (if necessary).

Estimate requests that require effort will be made during the construction phase of the project.

Section 9 Construction Inspection will include but not be limited to:

- Providing on-site construction inspection and oversight to ensure the quality of construction and conformity with the final plans and specifications.
- Preparation of as-built plans.

Estimate construction will begin on February 15, 2023 and will be completed by November 15, 2024.

[3] https://www.dot.ny.gov/dotapp/ebo

Field staff will share duties for PINs 8758.80 & 8758.30, as these projects are being combined to fund a single project, under one contract, with a single contractor.

10.02 Technical Assumptions

A full-time Resident Engineer and Senior Inspector shall be required for the duration of the Project, with part-time staffing during pre-construction and close-out. A part-time Office Engineer / Inspector will be required over half of the project duration, excluding pre-construction and close-out (20 hours/week on average). See Staffing Worksheet for full explanation of hours for each title.

Notwithstanding any provision of the Agreement, in the event that the Agreement budget is expended for any reason (other than a default by WSP) including but not limited to construction work continuing beyond the time period set forth in the Technical Assumptions, or if funds have not been appropriated or are not otherwise legally available to the City to fund the ongoing operations of WSP, WSP shall upon written notice to the City discontinue providing services until such time as a supplemental agreement for the ongoing/additional services is entered into and sufficient funds are appropriated or otherwise made available to the City to fund the ongoing/additional services or supplemental agreement.

Attachment C:

Staffing Rates, Hours, Reimbursables, and Fee

Exhibit A.1
WSP Salary Schedule

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES PRESENT 1/2024	AVERAGE HOURLY RATES PROJECTED 1/2025	OVERTIME CATEGORY
Principal-in-Charge	IX (A)	$152.44	$157.01	A
Sr Engineering Manager	VIII (A)	$121.54	$125.19	A
Sr Supervising Engineer	VII (A)	$98.16	$101.10	A
Supervising Engineer	VI (A)	$79.67	$82.06	B
Project Manager	V (A)	$75.72	$77.99	B
Lead Engineer	V (A)	$66.33	$68.32	B
Senior Engineer	IV (A)	$53.87	$55.49	B
Engineer II	III (A)	$49.18	$50.66	B
Engineer I	I/II (A)	$39.66	$40.84	B
CAD Detailer	N/A	$49.31	$50.79	B
Resident Engineer	IV (A)	$91.68	$94.43	B
Sr Inspector / Office Engineer	IV (N)	$63.99	$65.91	C
Inspector	III (N)	$56.68	$58.38	C

OVERTIME POLICY

Category A - No overtime compensation.
Category B - Overtime compensated at straight time rate.
Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day.
Actual Rates to be billed

Exhibit B.1

WSP Staffing Worksheet

Section	Task	Sr Engineering Manager	Supervising Engineer	Project Manager	Senior Engineer	Engineer II	CAD Detailer	Resident Engineer	Sr Inspector / Office Engineer
	Straight Time								
SECTION 8 Construction Support	8.01 Construction Support	12	20	48	20	56			
	Subtotal, Section 8	12	20	48	20	56	0	0	0
SECTION 9 Construction Inspection	9.071 General and Pre-Construction Activities								
	9.072 Contractor Monitoring and Coordination								620
	9.073 Meetings, Schedules, and General Admin								
	9.074 Post-Construction, Close-out, and Acceptance								80
	Subtotal, Section 9 (Straight Time)	0	0	0	0	0	0	0	700
	Premium Time (See Exhibit A, Page 1 for Overtime compensation)								
	9.071 General and Pre-Construction Activities								
	9.072 Contractor Monitoring and Coordination								
	9.073 Meetings, Schedules, and General Admin								
	9.074 Post-Construction, Close-out, and Acceptance								
	Subtotal, Section 9 (Premium Time)	0	0	0	0	0	0	0	0
	Total hours	12	20	48	20	56	0	0	700
	Total Hours	**856**							
	Average Hourly Rates	$125.19	$82.06	$77.99	$55.49	$50.66	$50.79	$94.43	$65.91
	Technical Labor	$1,502.23	$1,641.21	$3,743.60	$1,109.70	$2,836.85	$0.00	$0.00	$46,139.60
	Total Office	**$10,833.59**							
	Total Field	**$46,139.60**							
	Total Technical Labor	**$56,973**							

Assumptions:

1. Construction is estimated to end July 1, 2025. Current budget for WSP staff is captured through mid-March 2025.
2. Rates are the average rates as computed in the salary schedule. Actual rates will be billed.
3. Project will be staffed with: (1) WSP full-time Resident Engineer, (1) HVEA full-time Inspector/Office Engineer during construction (subconsultant)
4. Any additional staff will be with prior approval by the City.
5. Premium time will be as per Exhibit A, Page 1 - Salary Schedule. All time is budgeted as straight time.

ExhibitC.1

WSP Direct Non-Salary Expense

1. Travel

PM to attend meetings - 60 miles per meeting					
0 meetings	0	miles @	$0.665	=	$0.00
On-site vehicle usage - 8 miles/day/field staff					
1 staff person	704	miles @	$0.665	=	$468.16

TOTAL TRAVEL: SAY $470.00

2. Independent Testing (As Required)

Precast plant inspection (complete)	$0.00
Concrete Testing	$6,600.00
Asphalt Testing (in original proposal)	$0.00
Fill / Backfill Testing	$1,600.00

TOTAL TESTING: $8,200.00

TOTAL DIRECT NON-SALARY COST **$8,670.00**

Exhibit A.2
HVEA Salary Schedule

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES PRESENT 1/2024	AVERAGE HOURLY RATES PROJECTED 1/2025
Project Manager	VIII (A)	$115.00	$118.45
Sr Inspector	IV (N)	$66.18	$68.16
Inspector III / Office Engineer	III (N)	$57.36	$57.36
Inspector I/II	I/II (A)	$46.87	$48.27

OVERTIME POLICY

Category A - No overtime compensation.
Category B - Overtime compensated at straight time rate.
Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day.
Actual Rates to be billed

Exhibit B.2

HVEA Staffing Worksheet

Section	Task	Sr Inspector	Inspector III / Office Engineer	Inspector I/II
	Straight Time			
SECTION 8 Construction Support	8.01 Construction Support			
	Subtotal, Section 8	0	0	0
SECTION 9 Construction Inspection	9.071 General and Pre-Construction Activities 9.072 Contractor Monitoring and Coordination 9.073 Meetings, Schedules, and General Admin 9.074 Post-Construction, Close-out, and Acceptance			400
	Subtotal, Section 9 (Straight Time)	0	0	400
	Premium Time (See Exhibit A, Page 1 for Overtime compensation)			
	9.071 General and Pre-Construction Activities 9.072 Contractor Monitoring and Coordination 9.073 Meetings, Schedules, and General Admin 9.074 Post-Construction, Close-out, and Acceptance			
	Subtotal, Section 9 (Premium Time)	0	0	0
	Total hours	0	0	400

Total Hours	**400**		
Average Hourly Rates	$68.16	$57.36	$48.27
Technical Labor	$0.00	$0.00	$19,308.38
Total Office	**$0.00**		
Total Field	**$19,308.38**		
Total Technical Labor	**$19,308**		

Assumptions:

1. Construction is estimated to end July 1, 2025. Current budget for HVEA staff is captured through late-April 2025.
2. Rates are the average rates as computed in the salary schedule. Actual rates will be billed.
3. Any additional staff will be with prior approval by the City.
4. Premium time will be as per Exhibit A, Page 1 - Salary Schedule.

Exhibit C.2
HVEA Direct Non-Salary Expense

1. Travel

On-site vehicle usage - 8 miles/day/field staff

1 staff person	440	miles @	$0.655	=	$288.20

TOTAL TRAVEL: $288.20

TOTAL DIRECT NON-SALARY COST **$288.20**

Exhibit D.2
HVEA Summary

Item 1, Direct Technical Salaries		$19,308.38
Item II, Direct Non-Salary Cost		$288.20
Item III, Overhead (Field)	113%	$21,818.47
Item IV, Fixed Fee	11%	$4,523.95
Total Estimated Cost		$45,939.00
Maximum Amount Payable		**$45,940**

Exhibit D.1
Project Summary

Item IA, Direct Technical Salaries (Section 8) WSP Office		$10,834
Item IB, Direct Technical Salaries (Section 9) WSP Field		$46,140
Item IIA, Direct Non-Salary Cost (WSP)		$8,670
Item IIB, Direct Non-Salary Cost (HVEA Sub)		$45,940
Item IIIA, Overhead (WSP Office)	139%	$15,059
Item IIIB, Overhead (WSP Field)	106%	$48,908
Item IV, Fixed Fee (10%)		$12,094
Total Estimated Cost		$187,644
Maximum Amount Payable		**$187,644**

RESOLUTION NO.: 9 - 2025

OF

JANUARY 27, 2025

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT WITH BUTLER CONSTRUCTION GROUP, INC. FOR THE DELANO-HITCH RECREATION PARK AQUATIC CENTER IMPROVEMENTS PROJECT

WHEREAS, by Resolution No. 245-2023 of December 11, 2023, the City Council of the City of Newburgh, New York awarded a bid to Butler Construction Group, Inc. in the total amount of $10,024,210.00 for the construction of the Delano-Hitch Recreation Park Aquatic Center Improvements Project; and

WHEREAS, contract changes include additional costs in the amount of $230,050.00 associated with the reconstruction of the existing masonry arch; and

WHEREAS, Butler Construction Group, Inc. has submitted Change Order No. 1 to include the contract changes with the additional funding for the contract increase derived from a combination of funding sources, including the City's allocation of American Rescue Plan Act funds, the 2025 BAN and/or the NY SWIMS grant; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 1 with Butler Construction Group, Inc. for the Delano-Hitch Recreation Park Aquatic Center Improvements Project.

DRAFT

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Change Order

PROJECT: *(Name and address)* Delano-Hitch Recreation Park Aquatic Center Improvements 375 Washington Street, Newbugh, NY 12550	**CONTRACT INFORMATION:** Contract For: City of Newburgh Date: 1/13/2025	**CHANGE ORDER INFORMATION:** Change Order Number: 01 Date:
OWNER: *(Name and address)* City of Newburgh 83 Broadway, Newburgh, NY 12550	**ARCHITECT:** *(Name and address)* CPL Architecture, ENgineering, Planning 26 IBM Road, Poughkeepsie, NY 12601	**CONTRACTOR:** *(Name and address)* Butler Construction Group 275 Union Street, Montgomery, NY 12549

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	$	10,024,210.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	10,024,210.00
The Contract Sum will be increased by this Change Order in the amount of	$	230,050.00
The new Contract Sum including this Change Order will be	$	10,254,260.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA51)

275 Union Street
Montgomery NY, 12549
Phone: 845-629-4977

Delano – Hitch Recreation Park Aquatic Center Improvements
375 Washington Avenue
Newburgh, NY 12550

January 10, 2025

Attn: Jonathan DiRocco

Re: Change Order #019 – IB 25 New Entry Arch Rev 1

Mr. DiRocco,

BCG is pleased to provide the following proposed change order for New Entry Arch. This change order is based on the IB 25 Drawings that were provided to BCG after a rough estimate of the scope of work was provided.

1. Pulaski has provided a price of $20,000.00 to remove the arch fence gate and have it taken off site to a facility where it can carefully be cleaned, sandblasted, prepped for powder coating and then be reinstalled with new hinges and a latch assembly. This was not included in the estimate that was provided on September 18 2024 and credit of $1,877.00 is being provided for the original base bid scope of work which was for the existing fence gate to remain, be cleaned and prepped for new paint.
2. Beam Enterprises provided a price of $27,500.00 to demolish and dispose existing brick arch. TCLP the waste and dispose of as Non-Hazardous Waste for lead. This was recommended in the estimate that was provided on September 18, 2024.
3. Highpoint Architectural Metal Fabricators, LLC is providing a credit based on the original C200 Drawing which shows the stainless steel railings on both sides of the entry arch. On the IB25 C200 drawing the North East side of the arch the railing was removed. A credit of $10,465 is being provided for labor and material.
4. AMA Electric Sign Co. provided a price for a new sign that was identified in the IB25 drawings for $42,200. Butler will provide a credit for to original bid documents which comes out to $20,000. This cost was not originally included in the estimate that BCG provided due to this being a decision that was made between the Owner and CPL during the design change process. BCG recommends proceeding with the second option due to the significant difference in costs associated with additional labor during the fabrication process. The recommended option is a 115x45" plate in 1/8" aluminum powder coated with lettering cut out, and has a 4-5 week lead time compared to the original specified 124x45" solid 1/4" 6061 plate with lettering cut out, which is more than triple the lead time at 12-14 Weeks.
5. B. Miller Masonry had originally provided an estimated cost of $185,500.00 to furnish and install new block, brick and precast for the rebuild of this arch. However, upon the release and review of the IB25 drawings, the mason came to a cost of $98,562.88. This number includes the $66,000 credit for the original restoration and masonry repointing on the bid documents for the entry arch. This price also includes the install of the block, brick and lintels, new precast where it is called out on the IB drawings as well as winter protection so the arch can be completed prior to the grand opening date.

6. Butler Construction Group, Site is providing a credit for the Cast-in-place concrete stairs that were deleted on the north east side of the arch as well as the stabilization required for the original restoration. This amounts to $25,000 for the concrete stairs and $32,958.33 for the helical piles required for stabilization. The original estimate showed us carrying $45,000 for clearing, removal, cutting grade and backfilling, but upon review of the IB25 drawings, we were able to come to a cost of $38,448.29. BCG did not include a credit or a cost for the concrete pavement that is shown as stamped concrete and asphalt concrete in the estimate due to this decision being made between the Owner and CPL during the design process. Concrete pavement was added in IB25 on the north east side of the arch (through it and up to the Channel Drain as shown on C200 is an added cost of $24,202.30 but also has a related credit of $13,336.62 for the asphalt pavement and stamped concrete as shown on the previous C200 drawing on IB008.
7. B&B Concrete provided a cost of $22,000 to pour the new footings and foundation for the arch. The estimated cost that was provided did not include cold weather conditions and did not figure for the vertical dowls with hook and the rebar that is shown on S803 from IB25.

We respectfully propose a change order be issued for a value of $230,050.00 which includes BCG 2% bond, 2% Insurance and 10% Overhead and Profit that was not included in the proposal estimate that was provided on 9/18/2024 as well as $59,988.00 for the signage, changes to the fence gate, winter conditions and added concrete pavement that was not mentioned at the time to be included in the estimate. We request the issuance of a formal Change Order at your earliest convenience.

If you have any questions and/or problems, please do not hesitate to contact us.

Respectfully,
Jessica Malise
Assistant Project Manager
Butler Construction Group, Inc

CONTRACTOR PROPOSAL

Contractor Name:	Butler Construction Group, Inc.	Date:	1/10/2025
Address:	275 Union Street	IB No.:	25
	Montgomery, NY 12549	Field Order No.:	
Telephone No.:	845-769-7413	Change Proposal No.:	19

		Arcadis/ CPL
SECTION A: CONTRACTOR WORK	**Round Totals to Nearest Dollar**	
1. Total Contractor Proposal	$ (8,644)	
2. NA	$ -	
3. NA		
4. CONTRACTOR TOTAL	**$ (8,644)**	
SECTION B: SUBCONTRACTOR WORK (Provide a separate form **for each** Subcontractor.)		
5. Names of Subcontractors:	**Round Totals to Nearest Dollar**	
Beam Enterprises, Inc.	$ 27,500	
Vicaretti & Sons	$ 16,600	
B. Miller Masonry	$ 98,563	
Highpoint Architectural Metal Fabrications	$ (10,465)	
AMA Electric Sign Company	$ 20,000	
Pulaski Fence Corp	$ 18,123	
B&B Concrete	$ 22,000	
6. TOTAL SUBCONTRACTOR PROPOSALS	**$ 210,443**	
7. Contractor and Subcontractor Total	**$ 201,799**	
8. 2% Bonds	$ 4,036	
9. 2% Insurance	$ 4,036	
10. 10% Overhead & Profit	$ 20,180	
SECTION C: CONTRACTOR'S REQUESTED TOTAL	**Round Totals to Nearest Dollar**	
11. AMOUNT REQUESTED (Total lines 7 and 12) **15.**	$ 230,050	

Jessica Malise — 1/10/2025
Contractor's Signature — Date

Jessica Malise
Print Name of Authorized Representative

Associate Project Manager
Print Title

Print name of Contact Person (if different)

Office- 845-769-7413
Phone No. (if different from above)

SUBCONTRACTOR PROPOSAL

Subcontractor Name: Pulaski Fence Corp
Address:
Telephone No.:

Date: 12/5/2024
Change Order No.: 19

Use a separate form for **each** Subcontractor

A. LABOR

WORK DESCRIPTION	Trade	Hours	Total Rate	Total Labor Cost	Comments
Credit for Base Bid Fence Gate Journeyman	Paint	-16	$ 66.18	$ (1,058.88)	
Credit for Base Bid Fence Gate Apprentice	Paint	-16	$ 32.98	$ (527.68)	
				$ -	
				$ -	
				$ -	
Total from additional Labor Worksheet Extension(s) if required					
TOTAL SUBCONTRACTOR LABOR				$ (1,586.56)	

B. MATERIAL / EQUIPMENT RENTAL

MATERIAL DESCRIPTION	Quantity	Unit	Unit Cost	Material Cost	
Clean, Prep, Paint Base Bid Fence	1	Lump	$ (290.88)	$ (290.88)	
Restoration IB25 Proposal Attached	1	Lump	$ 20,000.00	$ 20,000.00	
				$ -	
				$ -	
				$ -	
				$ -	
TOTAL SUBCONTRACTOR MATERIAL				$ 19,709.12	

C. EQUIPMENT (From Equipment Expense Proposal)

TOTAL SUBCONTRACTOR EQUIPMENT	$ -

D. SUMMARY

Total Labor, Material, Equipment (A+B+C)	$ 18,122.56
TOTAL SUBCONTRACTOR PROPOSAL	$ 18,123

PULASKI FENCE CORP.

Proposal

Submitted To: **Date Submitted: 12/4/2024**

Butler Construction Group

Project: Delano Hitch - Gate Restoration

We propose hereby to furnish Materials & Labor in accordance with specifications below:

Restoration of Existing Wrought Iron Entrance Gate:

- **To Include:**
  - Sandblasting
  - Primed and Powder Coated, Color Samples to be provide for approval
  - Installation of NEW Hinges w/ associated hardware
  - NEW Latch Assembly
  - Installation of Restored Gates on new Hinges
  - All transportation/ freight costs

KD spoke to Ryan from Pulaski 12/5/2024 and $20,000.00 was agreed upon.

~~**Lump Sum: $24,880.00**~~

Please contact Ryan Pulaski with and questions or concerns:
Ryan Pulaski
(845) 549-4052
Ryan@pulaskifence.com

Acceptance of Proposal:

By: _____

_____

Title: _____

_____

Date: _____

SUBCONTRACTOR PROPOSAL

Subcontractor Name:	Beam Enterprises, Inc	Date:	12/5/2024
Address:	3 Contorino Way, Bldg 2 Chester, NY 10918	Change Order No.:	19
Telephone No.:		Use a separate form for **each** Subcontractor	

A. LABOR

WORK DESCRIPTION	Trade	Hours	Total Rate	Total Labor Cost	Comments
				$ -	
				$ -	
				$ -	
Total from additional Labor Worksheet Extension(s) if required					
			TOTAL SUBCONTRACTOR LABOR	$ -	

B. MATERIAL / EQUIPMENT RENTAL

MATERIAL DESCRIPTION	Quantity	Unit	Unit Cost	Material Cost	
Beam Proposal Attached	1	Lump	$ 27,500.00	$ 27,500.00	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
			TOTAL SUBCONTRACTOR MATERIAL	$ 27,500.00	

C. EQUIPMENT (From Equipment Expense Proposal)

TOTAL SUBCONTRACTOR EQUIPMENT	$ -	

D. SUMMARY

Total Labor, Material, Equipment (A+B+C)	$ 27,500.00	
TOTAL SUBCONTRACTOR PROPOSAL	$ 27,500	

beam
ENTERPRISES, INC.

Main Office:
3 Contorino Way, Building 2
Chester, NY 10918
p. 914.617.7699
f. 917.720.9969

November 7, 2024

Jessica Malise
275 Union Street
Montgomery, NY 12549
845-323-9330 – Cell

Ref: Delano-Hitch Recreation Park Aquatic Center Improvements

Subject: Brick Arch Demolition with lead paint proposal.

Beam Enterprises, Inc. is pleased to submit the following firm proposal asbestos abatement at the above referenced address. We propose to perform the removal and disposal of the following lead containing materials as identified in the specifications and site visit as follows:

SCOPE

- Option #1 Demolish & dispose existing brick arch. TCLP the waste and dispose of as HAZ. waste for lead.
- Option #2 Demolish & dispose existing brick arch. TCLP the waste and dispose of as Non-HAZ. waste for lead.

PRICE BREAKDOWN:

Lump Sum option #1 - $95,900.00
Lump Sum option #2 - ~~$28,000.00~~

JM spoke to Mike from Beam 12/5/2024 and $27,500.00 was agreed upon.

General Clarifications

1. All Union labor, materials, equipment and sub-contractors to complete the work in a safe and clean manner
2. Waste Hauling and legal disposal of all waste generated by BEAM. Waste manifests for the disposal of the hazardous regulated materials will be provided in the closeout documents.
3. Insurance limits of 2MM/4MM with a 10MM umbrella included. State of New York Workmen's Compensation Insurance with statutory limits. OCP is not included in quote. This can be provided at an additional cost if required.
4. All work to be performed following NYSDOL and USEPA asbestos regulations.

5. Unimpeded ingress and egress shall be accomplished by the owner/others. Areas must be cleared to provide non-restricted access to all removal zones.

6. Access to electrical power and water shall be provided by the owner/others.

7. Third party air monitoring to be performed by the owner, if required

8. Additional material quantities in excess of the amounts identified in this proposal are not included. Scope of work is limited to description identified in this proposal.

9. The proposal is based upon mutually agreeable contract, defined scope (agreed to) and payment terms. Costs for collection of outstanding balances including reasonable legal fees or other associated costs and interest ("Collection Costs") are reimbursable Beam.

10. Pricing does not include sales tax. If applicable, a completed Certificate of Capital Improvement or NYS tax exemption form signed by the property's owner or tenant must be submitted with payment or sales tax will be charged.

SITE SPECIFIC CLARIFICATIONS

1. Price is based on reasonable access & storage for equipment and material.
2. Work to be performed during normal day work hours, Monday through Friday.
3. All mark outs, disconnects, temp heating, shoring, patching or repairs to be performed by others at no cost to BEAM.
4. Allowances are not included.
5. **This proposal doesn't include foundation demolition.**

Sincerely,

Beam Enterprises, Inc.

Michael R. Adams

Michael R. Adams

SUBCONTRACTOR PROPOSAL

Subcontractor Name:	Highpoint Architectural Metal Fabricators, LLC	Date:	12/5/2024
Address:	34 Brookside Avenue	Change Order No.:	19
	Hackettstown, NJ 07827		
Telephone No.:		Use a separate form for **each** Subcontractor	

A. LABOR

WORK DESCRIPTION	Trade	Hours	Total Rate	Total Labor Cost	Comments
Credit for Installation of Stair Railings	Structural	8	$ (138.95)	$ (1,111.60)	
				$ -	
				$ -	
				$ -	
Total from additional Labor Worksheet Extension(s) if required					
TOTAL SUBCONTRACTOR LABOR				$ (1,111.60)	

B. MATERIAL / EQUIPMENT RENTAL

MATERIAL DESCRIPTION	Quantity	Unit	Unit Cost	Material Cost	
Credit for Stair Railings	1	Per	$ (9,353.40)	$ (9,353.40)	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
TOTAL SUBCONTRACTOR MATERIAL				$ (9,353.40)	

C. EQUIPMENT (From Equipment Expense Proposal)

TOTAL SUBCONTRACTOR EQUIPMENT	$ -	

D. SUMMARY

Total Labor, Material, Equipment (A+B+C)	$ (10,465.00)	
TOTAL SUBCONTRACTOR PROPOSAL	$ (10,465)	

CREDIT MEMO #1

Credit Memo#	1935-CM-01
Credit Memo Date	November 27, 2024
Contract Date	July 9, 2024
Authorized By	Andrey Delgado

HIGH POINT
ARCHITECTURAL METAL FABRICATORS, LLC
Mailing: 34 Brookside Ave - Hackettstown, NJ 07840
Physical: 418 Route 206 - Montague, NJ 07827
office@highpointfab.com • www.highpointfab.com

Architectural Railings of the Highest Quality
Certified to do Business in NJ# A0023-88 and NY# 4617666
DPMC Certified

To

Butler Construction Group Inc
Attn: Estimating Dept
275 Union street
Montgomery NY 12549
Tel: 845-769-7413
Fax: 845-769-7096

Re: Rifle Camp Park Environmental Center Borough,NJ

Description

This credit is being given due to the removal of railings per IB-25-R1 Drawings dated 11/05/24.

Exterior Stair at One Location:

Drawings: C300/ grating and erosion control plan; C602/ stairway plan view, stairway longitudinal section A, stairway lateral section B.

Approximately 14 linear feet of steel ornamental picket type guardrail in lieu of the previusly quoted stainless steel 2 line handrail.

Total Credit: $ 10,465.00

Please sign and email back at your earliest convenience.

NOTE: This change order must be approved and signed by the Owner, Architect and the General Contractor:

Owner Signature: _____ **Date:** _____

Architect Signature: _____ **Date:** _____

General Contractor: _____ **Date:** _____

SUBCONTRACTOR PROPOSAL

Subcontractor Name:	AMA Electric Sign Co.	Date:	1/10/2025
Address:	30 Warren Place	Change Order No.:	19
	Mount Vernon, NY 10550		
Telephone No.:		Use a separate form for **each** Subcontractor	

A. LABOR

WORK DESCRIPTION	Trade	Hours	Total Rate	Total Labor Cost	Comments
				$ -	
				$ -	
				$ -	
				$ -	
Total from additional Labor Worksheet Extension(s) if required					
TOTAL SUBCONTRACTOR LABOR				$ -	

B. MATERIAL / EQUIPMENT RENTAL

MATERIAL DESCRIPTION	Quantity	Unit	Unit Cost	Material Cost	
Signage Proposal Attached	1	Per	$ 20,000.00	$ 20,000.00	
				$ -	
				$ -	
				$ -	
				$ -	
TOTAL SUBCONTRACTOR MATERIAL				$ 20,000.00	

C. EQUIPMENT (From Equipment Expense Proposal)

TOTAL SUBCONTRACTOR EQUIPMENT	$ -

D. SUMMARY

Total Labor, Material, Equipment (A+B+C)	$ 20,000.00
TOTAL SUBCONTRACTOR PROPOSAL	$ 20,000

AMA ELECTRIC SIGN CO.
Tel: 914.530.5252 • 718.624.5252 Fax: 914.530.5006

BUTLER
Construction Group, Inc.

Jessica Malise
jessicam@butlerconstructiongroup.com
Assistant Project Manager
275 Union Street
Montgomery, NY 12549
845-323-9330 – Cell

Submission By: Joseph Lore
Director of Real Estate and Corporate Sales
JL@amaelectricsigns.com
516-225-3698

Amazing Starts with AMA ELECTRIC SIGN CO.

Submission Date: December 4th, 2024

AMA ELECTRIC SIGN CO.
Tel: 914.530.5252 • 718.624.5252 Fax: 914.530.5006

SCOPE OF WORK

AMA ELECTRIC SIGN CO. will fabricate and install:

Option A

•124x45" solid 1/4" 6061 plate with lettering cut out comes to $133,200.00.
(Fabrication lead time 3 months)

Or

Option B

•115x45" plate in 1/8" aluminum powder coated with lettering cut out comes to $42,200.00.
(Fabrication lead time 1 month)

SCOPE OF SERVICES

AMA Electric Sign Co. will:

- Have sign fabricated as per drawings supplied by Butler Construction.
- Receive fabricated sign at our Mount Vernon Warehouse.
- Deliver and Install sign in coordination with Butler construction.

TERMS OF PAYMENT

Option A
Total: $133,200.00

Option B
Total: $42,200.00

50% upon execution of proposal, balance due upon completion of services.

AMA ELECTRIC SIGN CO.
Tel: 914.530.5252 • 718.624.5252 Fax: 914.530.5006

NOT INCLUDED IN PROPOSAL PRICING

- OT Hours
- Sales Tax
- Permits
- Primary Electrical work
- CAT 5 or Fiber Runs
- Power supplied by others, AMA will make final connections (if necessary)

NOTES

- All work will be performed on mutually agreed upon dates during standard working hours Monday – Friday, 7am-2:30pm.
- The client is responsible for providing clear unfettered access to the premises as necessary for AMA to conduct the services referenced above.
- All prices are subject to modification upon revision of quantity, specs, material availability and/or market shifts. The quote is valid for 30 days from the quote date.

ACCEPTANCE

By executing this proposal, you are agreeing to be contractually bound by all its terms and conditions. No work shall begin without a signed proposal.

Accepted by:

_____ _____ _____

Signature Print Name and Title Date

AMA ELECTRIC SIGN CO.

Tel: 914.530.5252 • 718.624.5252 Fax: 914.530.5006

STANDARD TERMS AND CONDITIONS

1. Terms: The terms and conditions described in this document are incorporated by reference into a written estimate, proposal, agreement or other Transaction Form pertaining to the manufacturing, repair, service, installation, or other goods or services provided by AMA as requested by you, the Customer, as further described in the applicable transaction form.
2. Pricing Exclusions: AMA's pricing does not include sales and use taxes, tariffs, customs fees, duties, or other charges levied by customs or taxing authorities including any cost increases due to the escalation of any of these costs.
3. Payment: In the absence of specified payment terms in the transaction document, you agree to pay 50% of the purchase price upon signing this Agreement and to pay the remaining balance upon completion of the work.
4. Inspection: You must carefully inspect the work within ten days after delivery. If the work has any defect in manufacture, installation or operation, you must give AMA written notice of the defect claimed within five calendar days. The absence of such written notice shall be conclusive evidence that the work is acceptable to you as delivered.
5. Installation: If the Work involves installation of goods, additional work beyond that contemplated in the Agreement will be required if AMA encounters subsurface or concealed conditions which are extraordinary or unexpected such as water, rock, utilities, or pipelines. You must compensate AMA for such additional work on a time and material basis at AMA's standard rates. Further, AMA shall not be responsible for damage to underground pipes, sewer lines or any other underground obstructions unless notified of them in writing prior to commencement of the Work. Absent such written notice, you agree to pay for any resulting damage. AMA is not an Exterior Insulation and Finish (EISF) contractor, and if AMA's responsibilities hereunder involve penetrations of EIFS, AMA will seal such penetrations with products and procedures that are common in the sign industry.
6. Limited Warranty:
   a. New Signs, Lighting and other Manufactured Products. AMA warrants that goods and services provided by AMA (other than electronic displays) will be free from material defeats in workmanship and materials for a period of one year from delivery. This includes materials and shop labor. On-site labor is included only where AMA performs the installation.
   b. Service and Retrofit Services. AMA warrants that service, repair and /or lighting retrofit services will be free from material defeats in workmanship for a period of 90 days from the completion of the completion of the repair, service or retrofit. This includes on-site labor only. Any goods are warranted solely in accordance with the manufacturer's warranty, if any.
7. Indemnification: except to the extent of AMA's negligence or willful misconduct, you agree to indemnify, defend and hold harmless AMA and its officers, directors, employees, agents, and subcontractors from any and all claims, costs, expenses (including reasonable attorney's fees), damages, and liabilities, at law or in equity arising out of or related to the Work. The provisions of paragraph shall survive the completion of the Work and/or the termination of the Agreement.
8. Disputes: The parties agree to use good faith efforts to resolve any claims or disputes that may arise. If unsuccessful for any reason, at AMS's sole option and upon AMA's written notice to you, such claims or disputes may be submitted to formal mediation, with each party to pay one-half of the costs. In the event of litigation, venue of any action shall be in New York County, State of New York. This Agreement shall be governed and construed in accordance with New York law, without regard to its conflict of law provisions. AMA shall not be liable for special, indirect, incidental or consequential damages, including lost profits, irrespective of cause or theory. If AMA places this Agreement with a collection agency or an attorney for collection or enforcement, you must pay all costs and expenses resulting therefrom, including reasonable attorney' fees.
9. Miscellaneous Provisions:

   No statement made by AMA's account executive(s) will be binding on AMA unless incorporated in this Agreement in writing. Although the Agreement may be signed by AMA's account executive(s), the Agreement shall not be binding upon AMA for any purpose until an executive officer accepts this Agreement by providing a written signature evidencing such acceptance on the applicable Transaction Document.
   Time is of the essence. All past due amounts shall bear an annual interest rate of the lesser or 18 percent or the maximum allowed by law.

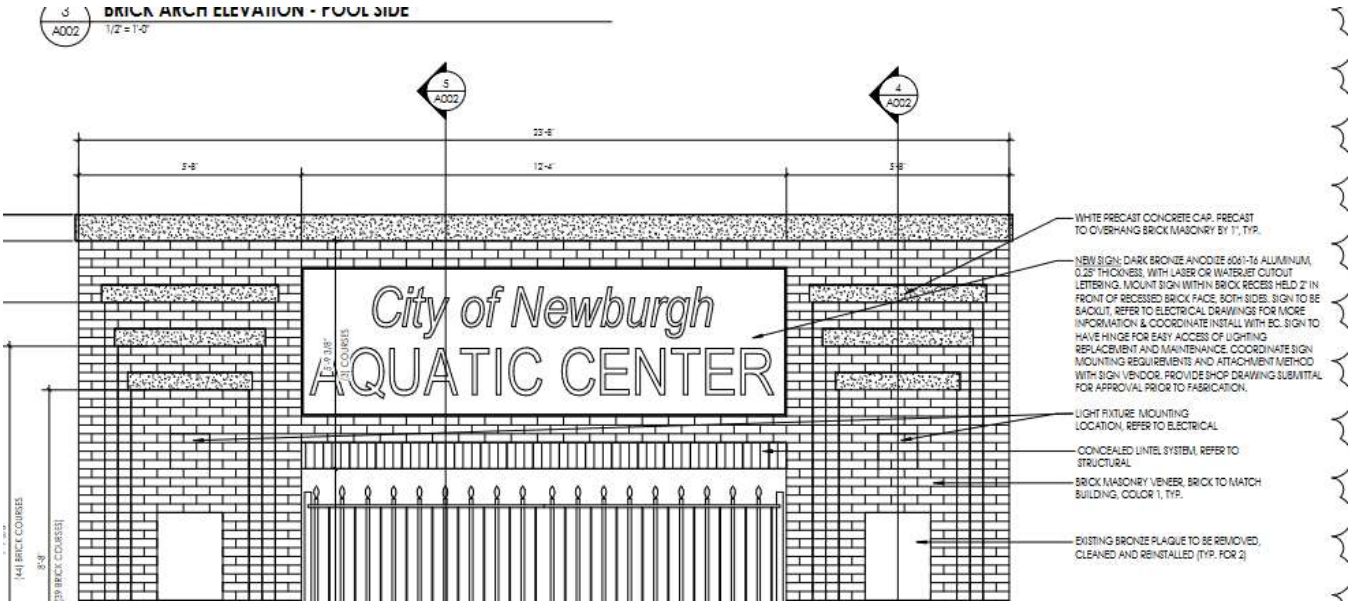
   Performance by AMA shall be subject to delay due to strike, labor dispute, breakage, fire, unforeseen commercial delays, infectious disease, epidemic, pandemic, insurrection, war, acts of terror, acts of God, governmental regulation, or other causes beyond AMA's control.

   AMA's listing of contractor's licenses is available upon reasonable request.

   If any part of this Agreement is found to be invalid or unenforceable, that part will be amended to achieve as nearly as possible the intent and economic effect if the original provision to the fullest extent permitted by law, and the remaining provisions shall continue in full force and effect.

   This Agreement is a complete integration and final expression of the agreement between the parties, and may not be amended, supplemented, or otherwise modified except be written agreement executed by authorized representatives of each.

AMA ELECTRIC SIGN CO.
Tel: 914.530.5252 • 718.624.5252 Fax: 914.530.5006



Cut out from drawings supplied by butler construction

SUBCONTRACTOR PROPOSAL

Subcontractor Name: Vicaretti & Sons
Address: 243 Shinhollow Road
Port Jervis, NY 12771
Telephone No.:

Date: 1/10/2025
Change Order No.: 19

Use a separate form for **each** Subcontractor

A. LABOR

WORK DESCRIPTION	Trade	Hours	Total Rate	Total Labor Cost	Comments
				$ -	
				$ -	
Total from additional Labor Worksheet Extension(s) if required					
			TOTAL SUBCONTRACTOR LABOR	$ -	

B. MATERIAL / EQUIPMENT RENTAL

MATERIAL DESCRIPTION	Quantity	Unit	Unit Cost	Material Cost	
Additional Lintels for New Arch	1	Lump	$ 5,080.00	$ 5,080.00	
Additional Shop Drawings for New Arch	1	Lump	$ 520.00	$ 520.00	
Concealed Lintels	1	Lump	$ 11,000.00	$ 11,000.00	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
			TOTAL SUBCONTRACTOR MATERIAL	$ 16,600.00	

C. EQUIPMENT (From Equipment Expense Proposal)

TOTAL SUBCONTRACTOR EQUIPMENT	$ -	

D. SUMMARY

Total Labor, Material, Equipment (A+B+C)	$ 16,600.00	
TOTAL SUBCONTRACTOR PROPOSAL	$ 16,600	

VICARETTI & SONS

OFFICE & SHOP (845) 858-8849 FAX (845) 858-8065
242 SHINHOLLOW ROAD PORT JERVIS NY 12771
E Mail: vicarettiwelding@yahoo.com

QUOTE:428-24 *DATE*: 12/04/2024 *ATTENTION*: Project manager: Jessica Malise

TO: Butler Construction Group / 275 Union St. / Montgomery NY 12549

PROJECT: Delano-Hitch Recreation Part Center / Newburgh NY
RFI# IB-25-R1 - Dated 11/05/2024 - Arch Lentil

Jessica M.,
Vicaretti and Sons proposes to supply the Structural steel materials and labor required to shop fabricate and deliver to the job site the new galvanized beam Arch lentil per approved shop drawings for the Delano – Hitch Recreation Park project.

1) Referenced drawings: C100, C200, C300, S602, S803, A002 and SK-E02 Dated 11/05/2024
2) Vicaretti and Sons shop drawings #1, #2 and #E1 Dated 11/24/2024

Proposed cost for the above scope of work: $5,600.00
Shop drawing produced for submittals and approvals are included in our base price.

Thank you for the opportunity to quote on this project

Robert J Vicaretti Sr. / Owner

Crane Service and Welding

SUBCONTRACTOR PROPOSAL

Subcontractor Name:	B. Miller Masonry	Date:	12/5/2024
Address:	275 Union Street	Change Order No.:	19
	Montgomery, NY 12549		
Telephone No.:		Use a separate form for **each** Subcontractor	

A. LABOR

WORK DESCRIPTION	Trade	Hours	Total Rate	Total Labor Cost	Comments
				$ -	
				$ -	
Total from additional Labor Worksheet Extension(s) if required					
			TOTAL SUBCONTRACTOR LABOR	$ -	

B. MATERIAL / EQUIPMENT RENTAL

MATERIAL DESCRIPTION	Quantity	Unit	Unit Cost	Material Cost	
Entry Arch Original Bid Credit	1	Per	$ (66,000.00)	$ (66,000.00)	
IB25 New Brick Proposal Attached	1	Per	$ 164,562.88	$ 164,562.88	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
			TOTAL SUBCONTRACTOR MATERIAL	$ 98,562.88	

C. EQUIPMENT (From Equipment Expense Proposal)

TOTAL SUBCONTRACTOR EQUIPMENT	$ -	

D. SUMMARY

Total Labor, Material, Equipment (A+B+C)	$ 98,562.88	
TOTAL SUBCONTRACTOR PROPOSAL	$ 98,563	

B. Miller Masonry Inc.
275 Union Street
Montgomery, NY 12549
845-706-4265
office@bmillermasonry.com

Butler Construction Group. Inc.
275 Union St
Montgomery, NY 12549

December 4, 2024

Attn: Jessica Malise

RE: Delano Hitch – COR #001 – New Brick Arch

Jess,

We respectfully submit a cost proposal in the amount of **$98,562.88** for the New Brick Arch. See attached breakdown for further clarification.

SCOPE OF WORK

1. CMU & Lintels. NOTE**** Included cost for install for Concealed Lintel System but not material. Still no cost from vendor to site. Will provide upon receipt.
2. New Brick and Precast over dampproofing
3. Washdown
4. Temporary Enclosure and Heat
5. Price includes credit for Original Contract Work

EXCLUSIONS

1. Providing Concealed Lintel System.
2. Dumpsters for our debris supplied by others
3. Water for Mixing and Cleanup Supplied at work area by others
4. Caulking and Sealers

Please advise upon approval.

Thank you,

Bill Miller
President
B. Miller Masonry, Inc.

Prepared By: Bill Miller

B.MILLER MASONRY

Change Order Request - COR-001 Brick Arch

Date: 12/4/2024

Item	Description	Unit	Quantity	Rate	Total
CMU Block Work					
1	Block Material	ls	1	$2,990.00	$2,990.00
2	Laborer Foreman	hrs	32	$130.25	$4,168.00
3	Laborer	hrs	32	$119.56	$3,825.92
4	Brick Layer Foreman	hrs	32	$150.74	$4,823.68
5	Bricklayer	hrs	32	$144.58	$4,626.56
6	Type S Mortar	ls	1	$550.00	$550.00
7	Telehandler	hrs	32	$66.89	$2,140.48
8	Mixer	hrs	32	$18.02	$576.64
9	Cutting Saw	hrs	32	$18.85	$603.20
				TOTAL	**$24,304.48**
Brick & Precast					
1	Brick Materials	ls	1	$3,700.00	$3,700.00
2	Type N Mortarr	ls	1	$1,375.00	$1,375.00
3	Precast Materials	ls	1	$5,950.00	$5,950.00
4	Eye Wire	ls	1	$300.00	$300.00
5	Flashing & Weeps	ls	1	$5,000.00	$5,000.00
6	Damproofing	ls	1	$6,500.00	$6,500.00
7	Brick Layer Foreman	hrs	120	$150.74	$18,088.80
8	Bricklayer	hrs	120	$144.58	$17,349.60
9	Laborer Foreman	hrs	120	$130.25	$15,630.00
10	Laborer	hrs	120	$119.56	$14,347.20
11	Telehandler	hrs	120	$66.89	$8,026.80
12	Mixer	hrs	120	$18.02	$2,162.40
13	Cutting Saw	hrs	120	$18.85	$2,262.00
				TOTAL	**$100,691.80**
Winter Protection					
1	Heaters	MO	2	$2,600.00	$5,200.00
2	Reinforced Poly	ls	1	$1,000.00	$1,000.00
3	Fuel	GAL	1000	$3.50	$3,500.00
4	Laborer to Tent Scaffold In	hrs	40	$119.56	$4,782.40
				TOTAL	**$14,482.40**
General Conditions					
1	Mobilization & Demobilizations	ls	1	$1,000.00	$1,000.00
2	Washdown	ls	1	$2,000.00	$2,000.00
				TOTAL	**$3,000.00**
				Subtotal	$142,478.68
				10% Overhead	$14,247.87
				Total	$156,726.55
				5% Profit	$7,836.33
				TOTAL	**$164,562.88**
	CREDIT FOR Original Contract Work @ Arch				**-$66,000.00**
				Change Order Total	**$98,562.88**

Change Order Request - COR-001 Brick Arch

Date: 12/4/2024

Equipment Breakdown as per RS Means Equipment Rental Costs

Item	Description	Unit	Quantity	Hourly Operating Cost	Rent/Day	Equipment Cost/Day	Cost/HR	Total
1	Concrete Cutting Saw	hrs	8	$5.86	$103.90	$150.78	$18.85	$150.78
2	Telehandler	hrs	8	$16.03	$406.91	$535.15	$66.89	$535.15
3	Mixer	hrs	8	$7.85	$81.34	$144.14	$18.02	$144.14

Labor Cost Breakdown

Item	Description	Unit	Quantity	Base Rate	fringe	Taxes & Insurance/Hr	Total	
1	Laborer Foreman	hrs	8	**$50.90**	**$33.80**	53.78%	$45.55	$130.25
2	Laborers	hrs	8	**$43.95**	**$33.80**	53.78%	$41.81	$119.56
3	Bricklayer Foreman	hrs	8	**$50.45**	**$47.57**	53.78%	$52.72	$150.74
4	Bricklayer	hrs	8	**$46.45**	**$47.57**	53.78%	$50.56	$144.58

FICA

6.20%

Medicare

2.35%

Federal Unemployment

6%

State Unemployment

4.40%

Workers Comp

20.83%

Disability

3%

Other (General Liability)

11.00%

Total Percentage for Owner Contributions

53.78%

LABOR AND MATERIAL WORKSHEET

Contractor Name:	Butler Construction Group, Inc.	Date:	1/10/2025
Address:	275 Union Street	IB Number:	25
	Montgomery, NY 12549	Change Proposal No.:	19
Telephone No.:	845-769-7413		

Use a separate form for **each** Subcontractor

Work Description	Trade		Cost	Total Proposal Cost	
Clearing and Removals (See Attached Breakdown)	Site	1	$ 22,609.25	$ 22,609.25	
Building Excavation & Backfill (See Attached Breakdown)	Site	1	$ 15,839.04	$ 15,839.04	
Concrete Stair Credit (See Attached Breakdown)	Site	1	$ (25,000.00)	$ (25,000.00)	
Piles Credit (See Attached Breakdown)	Site	1	$ (32,958.33)	$ (32,958.33)	
Concrete Pavement (See Attached Breakdown)	Site	1	$ 10,865.68	$ 10,865.68	
				$ -	
				$ -	
TOTAL LABOR				$ (8,644.36)	
(Total from additional Material Worksheet Extension(s) if required)					
GRAND PROPOSAL TOTAL				$ (8,644.36)	

Construction Group, Inc.
275 Union Street, Montgomery, NY 12549 | (845) 769-7413

To:	Butler Construction Group	**Contact:**	Jessica Boeschi
Address:	Montgomery, NY 12549	**Phone:**	
		Fax:	
Project Name:	Delano Hitch Aquatic Center	**Bid Number:**	12.23
Project Location:	401 Washington St, Newburgh, NY	**Bid Date:**	12/19/2023
Addendum #:	2		

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
3000	Clearing And Removals	1.00	LS	$3,134.61	$3,134.61
9000	Site Concrete	1.00	LS	$21,067.69	$21,067.69
9000	Stamp Concrete Credit	573.00	SF	($21.58)	($12,365.34)
11000	Asphalt Paving Credit	228.00	SF	($4.26)	($971.28)

Total Bid Price: $10,865.68

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Butler Construction Group, Inc.

Authorized Signature: _____

Estimator: Stephen J. Scherrer
845-769-7413 steve@butlerconstructiongroup.com

Butler Construction Group, Inc.
275 Union Street, Montgomery, NY 12549 | (845) 769-7413

Cost Detail

Project Name:	Delano Hitch Aquatic Center	**Customer:**	City Of Newburgh
Job Number:	24-03 **Bid Number:** 12.23	**Billing Address:**	Newburgh
Bid As:	Subcontractor To Butler		
Estimator:	Stephen J. Scherrer	**Phone:**	
Project Address:	401 Washington St, Newburgh, NY	**Contact:**	
Completion Date:	6/2/2025		

Change Order: CO - 002 New Arch - New Arch

Pay Items

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
3000 - Clearing And Removals Cost doesnt include OH&P. shown on breakdown Total is $22,609.25	**1.00**	**LS**	**$19,379.36**	**$19,379.36**
Concrete Wall Removal Task	19.00	CY	$628.83	$11,947.68
Removal Crew (9.50 CY/DY, 2.00 DY)	19.00	CY	$628.83	$11,947.68
Laborer	16.00	HR	$105.21	$1,683.36
Laborer Foreman	16.00	HR	$111.51	$1,784.16
Operator 1	16.00	HR	$120.71	$1,931.36
Medium Excavator	16.00	HR	$135.00	$2,160.00
Medium Hammer	16.00	HR	$75.00	$1,200.00
Tri-Axle	16.00	HR	$95.00	$1,520.00
Teamster	16.00	HR	$104.30	$1,668.80
Brick Removal Wall Removal Task	20.00	CY	$371.58	$7,431.68
Removal Crew (13.33 CY/DY, 1.50 DY)	20.00	CY	$346.58	$6,931.68
Laborer [2]	12.00	HR	$105.21	$2,525.04
Laborer Foreman	12.00	HR	$111.51	$1,338.12
Operator 1	12.00	HR	$120.71	$1,448.52
Medium Excavator	12.00	HR	$135.00	$1,620.00
C&D Dumpster	1.00	LS	$500.00	$500.00
8000 - Building Excavation & Backfill Cost doesnt include OH&P. shown on breakdown Total is $15,839.04	**1.00**	**LS**	**$13,576.32**	**$13,576.32**
Excavation	45.00	CY	$121.10	$5,449.52
Strip/Cut/Fill Crew-On Site (45.00 CY/DY, 1.00 DY)	45.00	CY	$91.77	$4,129.52
Large Excavator	8.00	HR	$178.76	$1,430.08
Laborer	8.00	HR	$105.21	$841.68
Laborer Foreman	8.00	HR	$111.51	$892.08
Operator 1	8.00	HR	$120.71	$965.68
Trucking (1.00 DY, 1.00 Trucks, 5.63 CY/HR)	45.00	CY	$29.33	$1,320.00
Backfill	39.00	CY	$208.38	$8,126.80
Strip/Cut/Fill Crew-On Site (39.00 CY/DY, 1.00 DY)	39.00	CY	$137.92	$5,378.80
Laborer [2]	8.00	HR	$105.21	$1,683.36

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
(Item 8000 - Building Excavation & Backfill continued)				
Laborer Foreman	8.00	HR	$111.51	$892.08
Operator 1	8.00	HR	$120.71	$965.68
Trench Roller	8.00	HR	$50.95	$407.60
Large Excavator	8.00	HR	$178.76	$1,430.08
Trucking (1.00 DY, 1.00 Trucks, 4.88 CY/HR)	39.00	CY	$33.85	$1,320.00
Type 2 Subbase	68.00	TON	$21.00	$1,428.00
9100 - Concrete Stairs Cost doesnt include OH&P. shown on breakdown total is ($25,000.00)	**1.00**	**LS**	**($12,000.00)**	**($12,000.00)**
14000 - Piles Credit Cost doesnt include OH&P. shown on breakdown total is ($32,958.33)	**1.00**	**LS**	**($28,250.00)**	**($28,250.00)**

Direct Cost Totals

	Amount	Percent of Direct Cost
Labor:	$18,619.92	-255.27%
Equipment Owned:	$9,767.76	-133.91%
Equipment Rented:	$0.00	0.00%
Materials Owned:	$0.00	0.00%
Materials Purchased:	$1,428.00	-19.58%
Subcontracted:	$0.00	0.00%
Trucking Owned:	$0.00	0.00%
Trucking Hired:	$2,640.00	-36.19%
Miscellaneous:	$500.00	-6.85%
Plug:	($40,250.00)	551.80%
Direct Cost:	($7,294.32)	

Pay Item Summary

	Amount	Percent of Bid Price
Total Direct Cost:	($7,294.32)	85.71%
Total DC Adds/Cuts:	$0.00	0.00%
Total Indirect Cost:	$0.00	0.00%
Total Bond:	$0.00	0.00%
Total Overall Cost:	($7,294.32)	85.71%
Total Overhead:	($364.72)	4.29%
Total Profit:	($851.00)	10.00%
Total Margin:	($1,215.72)	14.29%
Total Bid Price:	($8,510.04)	

SUBCONTRACTOR PROPOSAL

Subcontractor Name:	B&B Concrete Enterprises, Inc.	Date:	12/5/2024
Address:	55 Old Nyack Turnpike, Suite 612	Change Order No.:	19
	Nanuet, NY 10954		
Telephone No.:		Use a separate form for **each** Subcontractor	

A. LABOR

WORK DESCRIPTIOI	Trade	Hours	Total Rate	Total Labor Cost	Comments
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
Total from additional Labor Worksheet Extension(s) if required					
TOTAL SUBCONTRACTOR LABOR				$ -	

B. MATERIAL / EQUIPMENT RENTAL

MATERIAL DESCRIPTIC	Quantity	Unit	Unit Cost	Material Cost	
B&B Proposal Attached	1	Lump	$ 22,000.00	$ 22,000.00	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
TOTAL SUBCONTRACTOR MATERIAL				$ 22,000.00	

C. EQUIPMENT (From Equipment Expense Proposal)			
TOTAL SUBCONTRACTOR EQUIPMENT		$ -	
D. SUMMARY	Total Labor, Material, Equipment (A+B+C)	$ 22,000.00	
TOTAL SUBCONTRACTOR PROPOSAL		$ 22,000	

B&B Concrete Enterprises, Inc.
55 Old Nyack Turnpike, Suite 612, Nanuet, New York 10954

NY State Certified WBE

PROPOSAL / CONTRACT

Estimate #24117 ***Revised Winter Conditions*** Date: 12/4/2024

Submitted To: Butler Construction Group, Inc.
275 Union Street Montgomery, NY 12549

Attn: Jessica Malise
Office: 845-769-7413
Email: jessicam@butlerconstructiongroup.com

Re: Delano-Hitch Aquatic Center Arch Foundation Proposal
375 Washington Street Newburgh NY 12550

B & B Concrete Enterprises Inc. herewith submits a Proposal/Contract in the amount of twenty-two thousand dollars, ($22,000.00) based on Union wage rates.

In accordance with the following documents, or portions thereof:

- Drawings S803 dated 11/5/24, prepared by CPL Architecture Engineering Planning, A002 dated 11/5/24, prepared by CPL Architecture Engineering Planning
- Specifications Section 03 30 00 Cast in Place Concrete last dated 10/5/23, prepared by CPL Architecture Engineering Planning
- Applicable sections of Addenda 1 dated 10/19/23, Addendum 2 dated 11/2/23, as limited to the items and scope as outlined in this document or further clarify.

Concrete Scope of Work:

1. Concrete To Be Used
   Footings & Buried Foundations - 3500 psi

2. Rebar shall meet ASTM A615, deformed, grade 60, uncoated. Dowel bars shall meet ASTM A615, plain, grade 60, uncoated. All welded wire reinforcement shall meet ASTM A1064, plain, uncoated, in flat sheets. Bar supports included

3. Pier Footings

a) 6’-6’’ x 26’-0’’
b) 1’-2’’ thick
b) #5 rebar @ 12’’ on center, each way, top & bottom
c) as per Drawing 4/S803

B&B Concrete Enterprises, Inc.
55 Old Nyack Turnpike, Suite 612, Nanuet, New York 10954
NY State Certified WBE

4. **Foundation Piers (2)each**
   a) 3'-0'' x 4'6''
   b) (18) #5 vertical dowels w/ hook
   c) #4 rebar ties @ 12'' on center
   d) as per Drawing 3/S803

5. Truck access will be provided by G.C. for all concrete pours

6. All subgrades will be fully prepared and provided by G.C. to within +/- 1 inch

7. All work will be during a normal eight-hour daytime regular workday

8. Inclusions
   a) Concrete mix design
   b) Shop drawings for rebar (for items in this contract scope) without P.E. Seal
   c) Material submittals

9. Exclusions
   a) Bonds, liquidated damages, taxes on materials
   b) Permits, fees, inspections, sampling, testing, notices
   c) Surveying, benchmarks, as-built drawings, record drawings
   d) Engineering, calculations, design of any kind
   e) Temporary facilities and controls
   f) Hot weather concrete, plan, additives, and measures
   g) Maintenance and protection of the vehicle and pedestrian traffic, temporary fencing, barricades, flagmen, police, lighting, signage
   h) Dumpster, water supply, concrete truck wash-out sites and equipment, concrete wash-out tubs, plastic lined dumpster
   i) Concrete pump rental and equipment
   j) Mock-ups, photos, samples
   k) Form workshop drawings with/without P.E. seal, rebar shop drawings with P.E. seal
   l) CPM schedule w/ updates
   m) Cutting, patching, repairs, epoxy injection joint/crack repair, or otherwise
   n) Site clearing, grubbing, saw-cutting, demolition, removals of any kind, disposals, cleaning, and preparation of existing materials and substrates
   o) Underpinning, shoring, sheeting, bracing, lagging, piles, etc.
   p) Excavation, backfill, fill, gravel, sand, stone, crushed stone, riprap, boulders, sub-base, rock excavation, compaction, de-watering, filter fabric
   q) All other related site work above or below grade
   r) All other related concrete work not itemized in this concrete scope of work e.g., bases or foundations or materials for fence, railings, lights, posts, and signs, pipe bollards, sidewalks, curbs, housekeeping/

equipment/ mechanical/ electrical pads, pipe and conduit encasement, slab on metal deck, core drilling, drilling, pinning, thrust blocks

s) All precast items, precast concrete, precast stone, copings, caps, lintels, stairs, stair treads, plank, and infill
t) All CMU, reinforcing/grout of CMUs, block, brick, pavers, veneer, stone, terrazzo, architectural finishes, and any related work
u) Anchor bolts, plates, clips, railing, sleeves, hangers, dovetails, and anchors, reglets, flashing, safety nosing, metal lintels, angle iron, channel, trench drains, grating, stair pans, stairs, beams, metal deck, pour stops, framing, studs, structural and misc. steel, all embeds, rebar couplers
v) Waterproofing, damp proofing, horizontal and vertical insulation, insulation of any kind, water stops
w) Inserts, sleeves, backer rod, caulking, joint sealers
x) Sealing/grouting pipe penetrations, beam pocket fill, post-set anchor bolt work, self-leveling material
y) Sealers, integral water proofers, surficial or integral color pigment, hardeners, granule or epoxy type finishes, stamped concrete
z) All other related material and trades associated with this project, but not limited to the above-listed

10. Pay schedule
    a) Mobilization: 5% of the total contract value
    b) Balance by requisitions submitted on the 25th of each month
    c) Payment by the 15th of the following month, if not a 1.5% finance charge shall be added to the bid
    d) Retainage shall be limited to 5% and shall be paid within 30 days after the concrete work within this contract is complete

11. Notes
    a) No other drawings and/or specifications shall be made part to this proposal/contract
    b) Acceptance of this proposal/contract includes all terms and conditions as stated in this document.
    c) Quote is valid for 30 days.

Scheduling Terms: Work under this agreement shall be scheduled with our office manager so that B&B shall not be responsible for any failure to undertake a lead time of two (2) weeks to allow for mobilization. B&B shall not be responsible for any failure to undertake or complete work for causes beyond our control, including but not limited to fire, flood, or force majeure.
Retainage: This proposal is based on the premise that no retainage will be held.
Payment: Payment shall not be conditioned upon receipt of payment from any other entity, but rather due 30 days after the invoice date. If payment is not made as set forth herein and B&B turns the file over for collection, B&B shall be entitled to interest at the rate of 1.5% per month, plus reasonable legal fees, costs and disbursements. The prices set forth in the proposal are valid for 30 days unless otherwise accepted in writing by B&B or accepted within 30 days by the Contractor.
Default: In the event of a default by B&B, Contractor shall provide a seven (7) day written notice to B&B with an opportunity to cure the default, prior to any further actions being taken by Contractor to terminate this agreement.

B&B Concrete Enterprises, Inc.
55 Old Nyack Turnpike, Suite 612, Nanuet, New York 10954
NY State Certified WBE

Respectfully submitted,

B&B Concrete Enterprises, Inc.

By: Paul Taphorn Date: 12/4/24
Paul Taphorn

The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as described above. Payment will be made as outlined above.

Client Company Name

By:_____ Date:_____.
Client Name

PHONE-845-624-4644 FAX-845-624-1405

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INFORMATION BULLETIN

PROJECT:	CITY OF NEWBURGH DELANO-HITCH AQUATIC CENTER IMPROVEMENTS	INFORMATION BULLETIN NO.:	IB-25-R1
		DATE:	11/05/24
OWNER:	City of Newburgh	CPL PROJECT NO.:	R22-15264.02
CONTRACTOR:	GC EC	CONTRACT NO.:	
		CONTRACT DATE:	

DESCRIPTION:

Provide a cost of credit for removal of all arch restoration related work from the project scope of work.
Provide a cost to reconstruct a new arch as per the attached drawings listed below.

ATTACHMENT(S): C100, C200, C300, C602, S803, A002, SK-E04

ACTION

☒ 1. *PROPOSAL REQUEST:* Submit an itemized quotation for changes in the Contract Sum and/or time required to implement the above proposed modifications to the Contract Documents. This is not authorization to proceed with the work.

☐ 2. *SUPPLEMENTAL INSTRUCTIONS:* Implement the above instructions without change to the Contract Sum and/or Time. Prior to proceeding, indicate acceptance below and return one copy to the Architect.

☐ 3. *CONSTRUCTION CHANGE AUTHORIZATION:* Proceed with the above-described changes to the Contract Documents immediately. Submit final costs and/or change in Contract Time for inclusion in a subsequent Change Order.

Methods: ☒ Lump Sum ☐ Unit Price ☐ Time & Material Not-to-Exceed

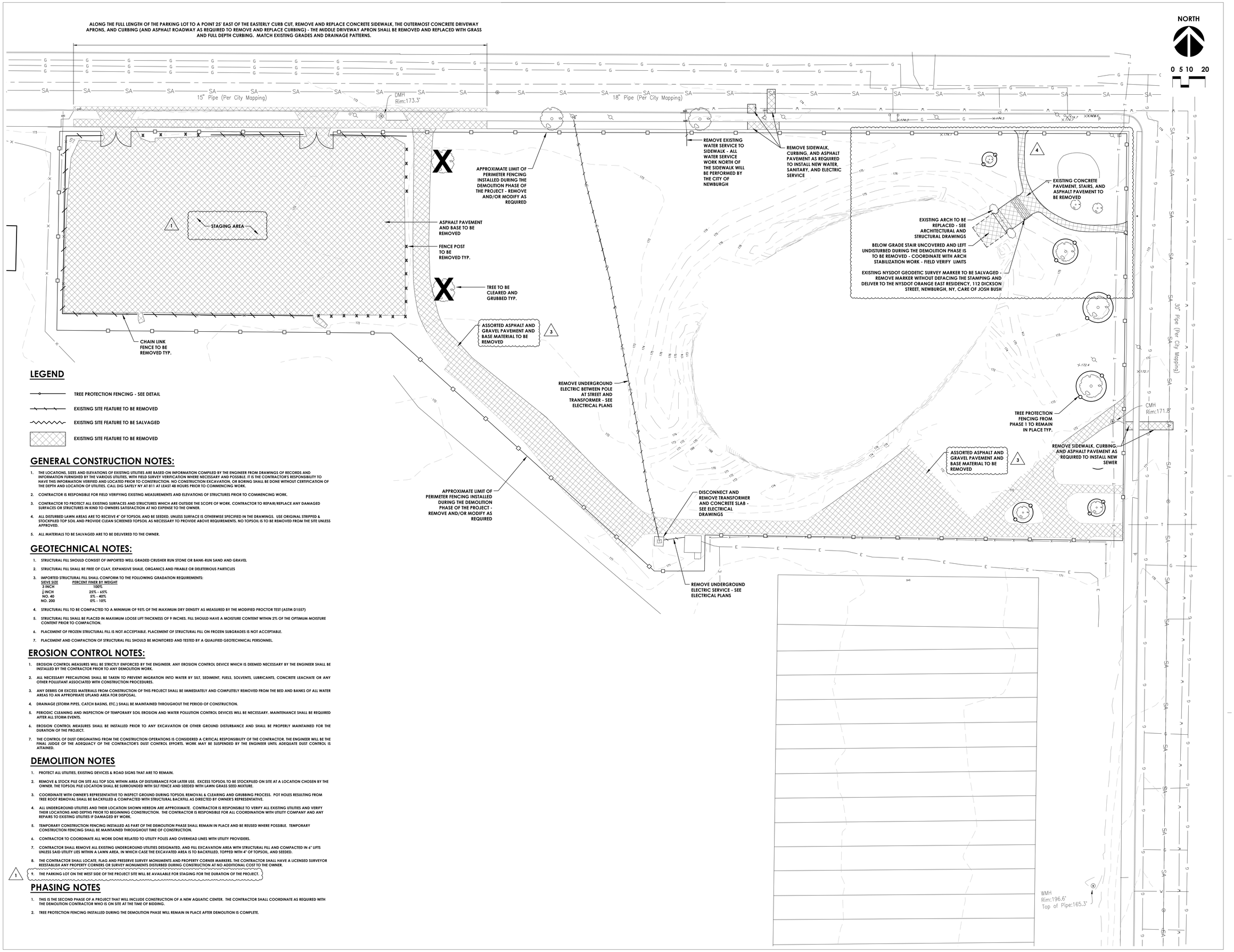
Change in Contract Sum of _____

Change in Contract Time of _____ days

ISSUED:	ACCEPTED:	AUTHORIZED:
BY: J. Teeter	BY:	BY:
Architect	Owner	Contractor
09/11/24	Date	Date
Required for Actions 1,2,3	Required for Action 3	Required for Actions 2,3

☒ Owner	☒ Architect	☐ Structural	☐ Civil
☒ Contractor	☒ Field	☒ Mechanical/Electrical	☐ Other (Roofing)

ALONG THE FULL LENGTH OF THE PARKING LOT TO A POINT 25' EAST OF THE EASTERLY CURB CUT, REMOVE AND REPLACE CONCRETE SIDEWALK, THE OUTERMOST CONCRETE DRIVEWAY APRONS, AND CURBING (AND ASPHALT ROADWAY AS REQUIRED TO REMOVE AND REPLACE CURBING) - THE MIDDLE DRIVEWAY APRON SHALL BE REMOVED AND REPLACED WITH GRASS AND FULL DEPTH CURBING. MATCH EXISTING GRADES AND DRAINAGE PATTERNS.



LEGEND

- TREE PROTECTION FENCING - SEE DETAIL
- EXISTING SITE FEATURE TO BE REMOVED
- EXISTING SITE FEATURE TO BE SALVAGED
- EXISTING SITE FEATURE TO BE REMOVED

GENERAL CONSTRUCTION NOTES:

1. THE LOCATIONS, SIZES AND ELEVATIONS OF EXISTING UTILITIES ARE BASED ON INFORMATION COMPILED BY THE ENGINEER FROM DRAWINGS OF RECORDS AND INFORMATION FURNISHED BY THE VARIOUS UTILITIES, WITH FIELD SURVEY VERIFICATION WHERE NECESSARY AND POSSIBLE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO HAVE THIS INFORMATION VERIFIED AND LOCATED PRIOR TO CONSTRUCTION. NO CONSTRUCTION EXCAVATION, OR BORING SHALL BE DONE WITHOUT CERTIFICATION OF THE DEPTH AND LOCATION OF UTILITIES. CALL DIG SAFELY NY AT 811 AT LEAST 48 HOURS PRIOR TO COMMENCING WORK.
2. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING EXISTING MEASUREMENTS AND ELEVATIONS OF STRUCTURES PRIOR TO COMMENCING WORK.
3. CONTRACTOR TO PROTECT ALL EXISTING SURFACES AND STRUCTURES WHICH ARE OUTSIDE THE SCOPE OF WORK. CONTRACTOR TO REPAIR/REPLACE ANY DAMAGED SURFACES OR STRUCTURES IN KIND TO OWNERS SATISFACTION AT NO EXPENSE TO THE OWNER.
4. ALL DISTURBED LAWN AREAS ARE TO RECEIVE 4" OF TOPSOIL AND BE SEEDED, UNLESS SURFACE IS OTHERWISE SPECIFIED IN THE DRAWINGS. USE ORIGINAL STRIPPED & STOCKPILED TOP SOIL AND PROVIDE CLEAN SCREENED TOPSOIL AS NECESSARY TO PROVIDE ABOVE REQUIREMENTS. NO TOPSOIL IS TO BE REMOVED FROM THE SITE UNLESS APPROVED.
5. ALL MATERIALS TO BE SALVAGED ARE TO BE DELIVERED TO THE OWNER.

GEOTECHNICAL NOTES:

1. STRUCTURAL FILL SHOULD CONSIST OF IMPORTED WELL GRADED CRUSHER RUN STONE OR BANK-RUN SAND AND GRAVEL
2. STRUCTURAL FILL SHALL BE FREE OF CLAY, EXPANSIVE SHALE, ORGANICS AND FRIABLE OR DELETERIOUS PARTICLES
3. IMPORTED STRUCTURAL FILL SHALL CONFORM TO THE FOLLOWING GRADATION REQUIREMENTS:

SIEVE SIZE	PERCENT FINER BY WEIGHT
3 INCH	100%
¼ INCH	25% - 65%
NO. 40	5% - 40%
NO. 200	0% - 10%

4. STRUCTURAL FILL TO BE COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS MEASURED BY THE MODIFIED PROCTOR TEST (ASTM D1557)
5. STRUCTURAL FILL SHALL BE PLACED IN MAXIMUM LOOSE LIFT THICKNESS OF 9 INCHES. FILL SHOULD HAVE A MOISTURE CONTENT WITHIN 2% OF THE OPTIMUM MOISTURE CONTENT PRIOR TO COMPACTION.
6. PLACEMENT OF FROZEN STRUCTURAL FILL IS NOT ACCEPTABLE. PLACEMENT OF STRUCTURAL FILL ON FROZEN SUBGRADES IS NOT ACCEPTABLE.
7. PLACEMENT AND COMPACTION OF STRUCTURAL FILL SHOULD BE MONITORED AND TESTED BY A QUALIFIED GEOTECHNICAL PERSONNEL.

EROSION CONTROL NOTES:

1. EROSION CONTROL MEASURES WILL BE STRICTLY ENFORCED BY THE ENGINEER. ANY EROSION CONTROL DEVICE WHICH IS DEEMED NECESSARY BY THE ENGINEER SHALL BE INSTALLED BY THE CONTRACTOR PRIOR TO ANY DEMOLITION WORK.
2. ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO PREVENT MIGRATION INTO WATER BY SILT, SEDIMENT, FUELS, SOLVENTS, LUBRICANTS, CONCRETE LEACHATE OR ANY OTHER POLLUTANT ASSOCIATED WITH CONSTRUCTION PROCEDURES.
3. ANY DEBRIS OR EXCESS MATERIALS FROM CONSTRUCTION OF THIS PROJECT SHALL BE IMMEDIATELY AND COMPLETELY REMOVED FROM THE BED AND BANKS OF ALL WATER AREAS TO AN APPROPRIATE UPLAND AREA FOR DISPOSAL.
4. DRAINAGE (STORM PIPES, CATCH BASINS, ETC.) SHALL BE MAINTAINED THROUGHOUT THE PERIOD OF CONSTRUCTION.
5. PERIODIC CLEANING AND INSPECTION OF TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL DEVICES WILL BE NECESSARY. MAINTENANCE SHALL BE REQUIRED AFTER ALL STORM EVENTS.
6. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY EXCAVATION OR OTHER GROUND DISTURBANCE AND SHALL BE PROPERLY MAINTAINED FOR THE DURATION OF THE PROJECT.
7. THE CONTROL OF DUST ORIGINATING FROM THE CONSTRUCTION OPERATIONS IS CONSIDERED A CRITICAL RESPONSIBILITY OF THE CONTRACTOR. THE ENGINEER WILL BE THE FINAL JUDGE OF THE ADEQUACY OF THE CONTRACTOR'S DUST CONTROL EFFORTS. WORK MAY BE SUSPENDED BY THE ENGINEER UNTIL ADEQUATE DUST CONTROL IS ATTAINED.

DEMOLITION NOTES

1. PROTECT ALL UTILITIES, EXISTING DEVICES & ROAD SIGNS THAT ARE TO REMAIN.
2. REMOVE & STOCK PILE ON SITE ALL TOP SOIL WITHIN AREA OF DISTURBANCE FOR LATER USE. EXCESS TOPSOIL TO BE STOCKPILED ON SITE AT A LOCATION CHOSEN BY THE OWNER. THE TOPSOIL PILE LOCATION SHALL BE SURROUNDED WITH SILT FENCE AND SEEDED WITH LAWN GRASS SEED MIXTURE.
3. COORDINATE WITH OWNER'S REPRESENTATIVE TO INSPECT GROUND DURING TOPSOIL REMOVAL & CLEARING AND GRUBBING PROCESS. POT HOLES RESULTING FROM TREE ROOT REMOVAL SHALL BE BACKFILLED & COMPACTED WITH STRUCTURAL BACKFILL AS DIRECTED BY OWNER'S REPRESENTATIVE.
4. ALL UNDERGROUND UTILITIES AND THEIR LOCATION SHOWN HEREON ARE APPROXIMATE. CONTRACTOR IS RESPONSIBLE TO VERIFY ALL EXISTING UTILITIES AND VERIFY THEIR LOCATIONS AND DEPTHS PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION WITH UTILITY COMPANY AND ANY REPAIRS TO EXISTING UTILITIES IF DAMAGED BY WORK.
5. TEMPORARY CONSTRUCTION FENCING INSTALLED AS PART OF THE DEMOLITION PHASE SHALL REMAIN IN PLACE AND BE REUSED WHERE POSSIBLE. TEMPORARY CONSTRUCTION FENCING SHALL BE MAINTAINED THROUGHOUT TIME OF CONSTRUCTION.
6. CONTRACTOR TO COORDINATE ALL WORK DONE RELATED TO UTILITY POLES AND OVERHEAD LINES WITH UTILITY PROVIDERS.
7. CONTRACTOR SHALL REMOVE ALL EXISTING UNDERGROUND UTILITIES DESIGNATED, AND FILL EXCAVATION AREA WITH STRUCTURAL FILL AND COMPACTED IN 6" LIFTS UNLESS SAID UTILITY LIES WITHIN A LAWN AREA, IN WHICH CASE THE EXCAVATED AREA IS TO BACKFILLED, TOPPED WITH 4" OF TOPSOIL, AND SEEDED.
8. THE CONTRACTOR SHALL LOCATE, FLAG AND PRESERVE SURVEY MONUMENTS AND PROPERTY CORNER MARKERS. THE CONTRACTOR SHALL HAVE A LICENSED SURVEYOR REESTABLISH ANY PROPERTY CORNERS OR SURVEY MONUMENTS DISTURBED DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.
9. THE PARKING LOT ON THE WEST SIDE OF THE PROJECT SITE WILL BE AVAILABLE FOR STAGING FOR THE DURATION OF THE PROJECT.

PHASING NOTES

1. THIS IS THE SECOND PHASE OF A PROJECT THAT WILL INCLUDE CONSTRUCTION OF A NEW AQUATIC CENTER. THE CONTRACTOR SHALL COORDINATE AS REQUIRED WITH THE DEMOLITION CONTRACTOR WHO IS ON SITE AT THE TIME OF BIDDING.
2. TREE PROTECTION FENCING INSTALLED DURING THE DEMOLITION PHASE WILL REMAIN IN PLACE AFTER DEMOLITION IS COMPLETE.

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SEAL OF THE CITY OF NEWBURGH, N.Y. INCORPORATED 1865

PROJECT INFORMATION

Project Number
R22.15264.02

Client Name
CITY OF NEWBURGH

Project Name
DELANO-HITCH RECREATION PARK AQUATIC CENTER IMPROVEMENTS

Project Address
375 WASHINGTON ST., NEWBURGH, NY

PROJECT ISSUE & REVISION SCHEDULE

No.	Date	Description
1	10/19/23	BID SET ADDENDUM NO. 1
2	11/01/23	BID SET ADDENDUM NO. 2
3	04/22/24	90%
4	11/05/24	95-25-81

PROFESSIONAL STAMPS

REGISTERED LANDSCAPE ARCHITECT RICHARD H. WALTHER 001626 STATE OF NEW YORK

NEW YORK STATE EDUCATION STATEMENT

IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND THE COMMISSIONER'S REGULATIONS FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT, ENGINEER OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE SEAL OF AN ARCHITECT, ENGINEER OR SURVEYOR IS ALTERED, THE ALTERING ARCHITECT, ENGINEER OR SURVEYOR SHALL AFFIX TO THE ITEM THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

SHEET INFORMATION

Issued	Scale
10/05/2023	1"=20'

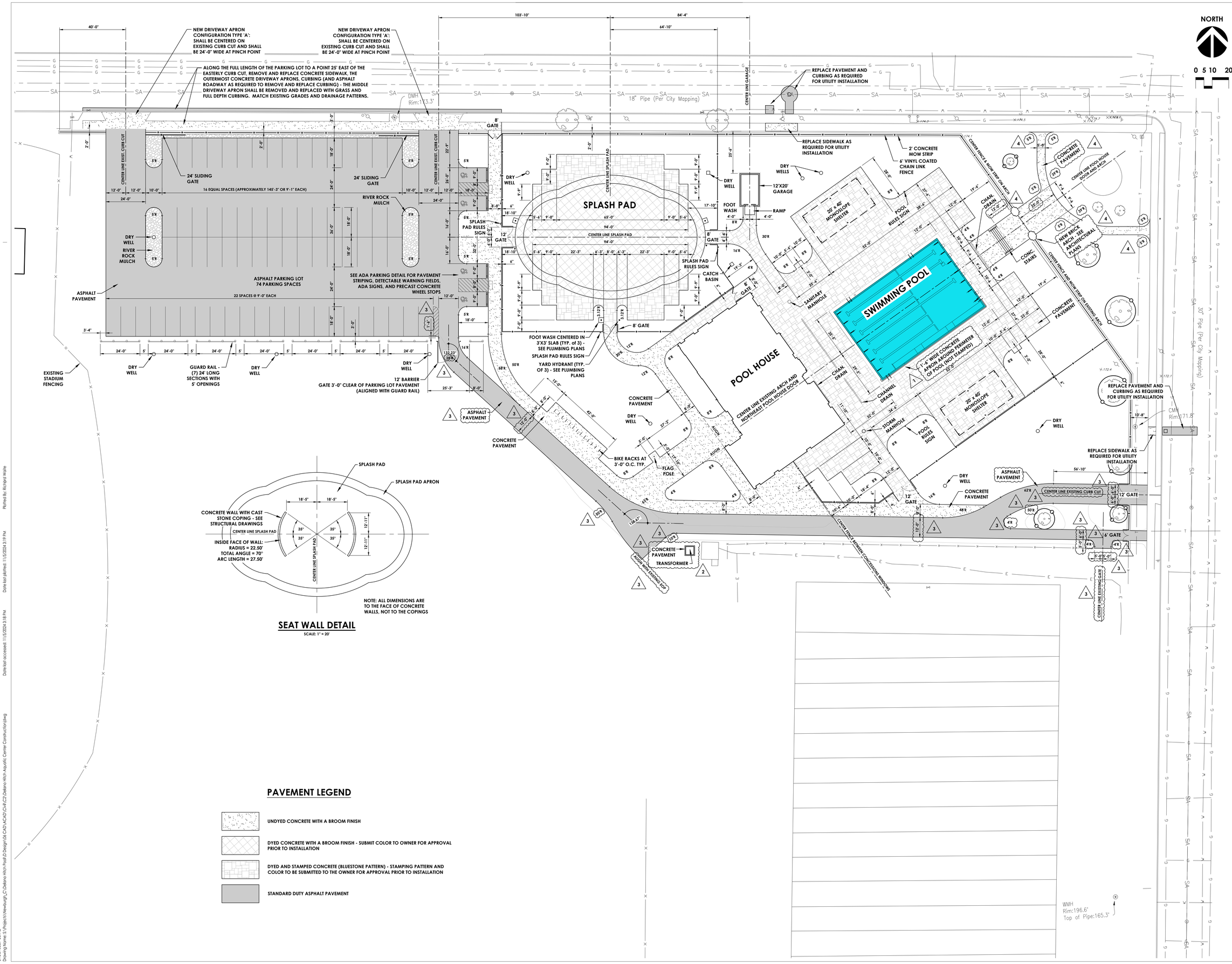
Project Status
BID DOCUMENTS

Drawn By	Checked By
RHW	JCB

Drawing Title
DEMOLITION PLAN

Drawing Number: C 100
Revision Number:

Sheet size: 30x42
Drawing Name: S:\Projects\Newburgh, C\Delano Hitch Pool\D Design\06 CAD\4 CAD\Civil\C1\Delano Hitch Aquatic Center Construction.dwg
Date last accessed: 11/5/2024 3:18 PM
Date last plotted: 11/5/2024 3:18 PM
Plotted By: Richard Walte



NOTE: ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALLS, NOT TO THE COPINGS

SEAT WALL DETAIL

SCALE: 1" = 20'

PAVEMENT LEGEND

- UNDYED CONCRETE WITH A BROOM FINISH
- DYED CONCRETE WITH A BROOM FINISH - SUBMIT COLOR TO OWNER FOR APPROVAL PRIOR TO INSTALLATION
- DYED AND STAMPED CONCRETE (BLUESTONE PATTERN) - STAMPING PATTERN AND COLOR TO BE SUBMITTED TO THE OWNER FOR APPROVAL PRIOR TO INSTALLATION
- STANDARD DUTY ASPHALT PAVEMENT

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SEAL OF THE CITY OF NEWBURGH, N.Y. INCORPORATED 1865

PROJECT INFORMATION

Project Number
R22.15264.02

Client Name
CITY OF NEWBURGH

Project Name
DELANO-HITCH RECREATION PARK AQUATIC CENTER IMPROVEMENTS

Project Address
375 WASHINGTON ST., NEWBURGH, NY

PROJECT ISSUE & REVISION SCHEDULE

No.	Date	Description
1	03/05/2024	BID
2	04/03/2024	B-RFI
3	04/17/2024	B-08
4	11/05/2024	B-25-R1

PROFESSIONAL STAMPS

REGISTERED LANDSCAPE ARCHITECT RICHARD H. WARLE 001568 STATE OF NEW YORK

NEW YORK STATE EDUCATION STATEMENT

IT IS A VIOLATION OF ARTICLE 145 OF THE EDUCATION LAW AND THE COMMISSIONER'S REGULATIONS FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT, ENGINEER OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED ARCHITECT, ENGINEER OR LAND SURVEYOR IS ALTERED, THE ALTERING PARTY SHALL AFFIX TO THE ITEM THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

SHEET INFORMATION

Issued	Scale
10/05/2023	1"=20'

Project Status
BID DOCUMENTS

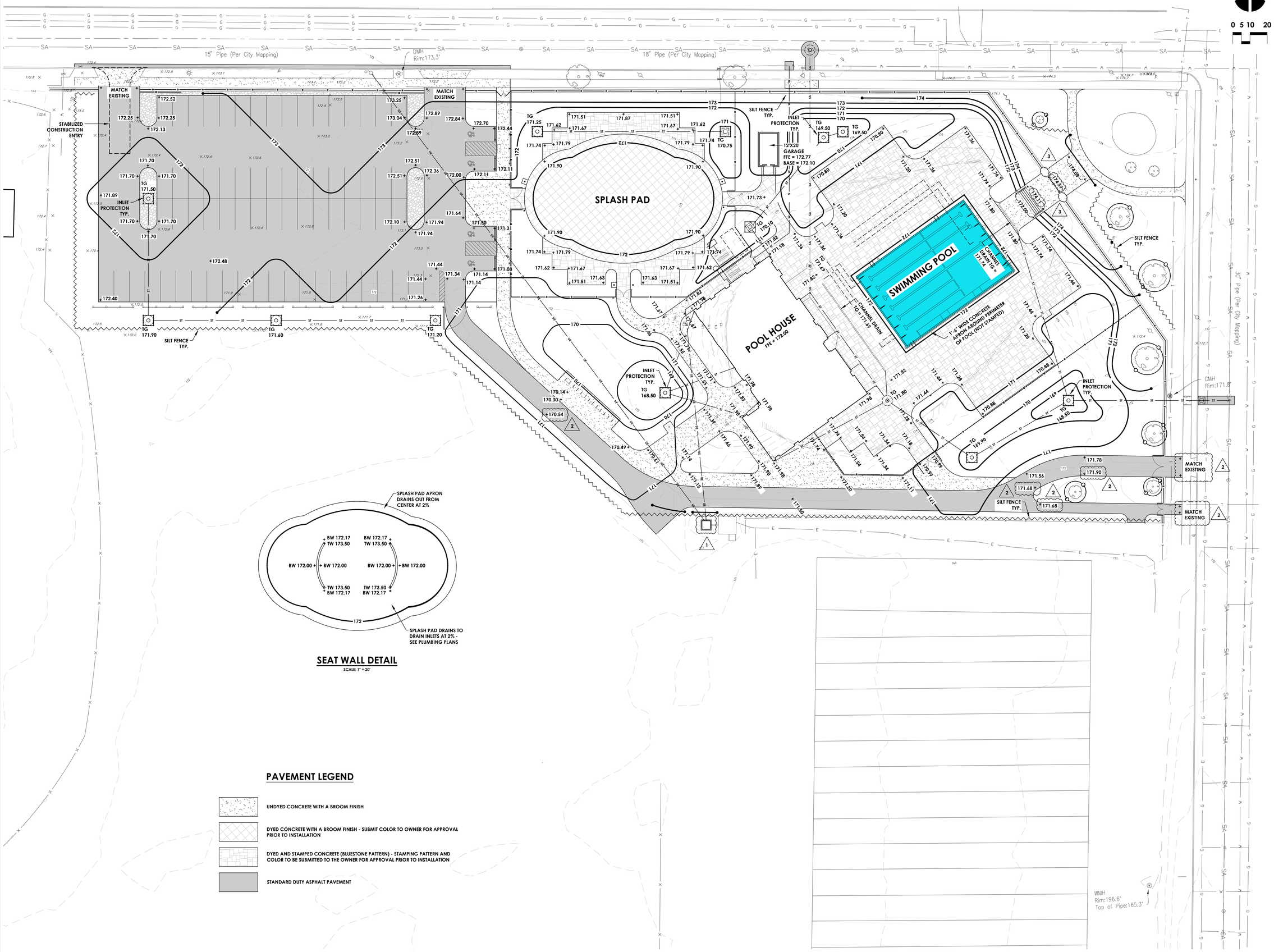
Drawn By	Checked By
RHW	JCB

Drawing Title
SITE PLAN

Drawing Number
C 200

Revision Number

Sheet size: 30x42
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Date last accessed: 11/5/2024 3:18 PM
Date last plotted: 11/6/2024 3:19 PM
Plotted By: Richard Warle



SEAT WALL DETAIL

SCALE: 1" = 20'

PAVEMENT LEGEND

- UNDYED CONCRETE WITH A BROOM FINISH
- DYED CONCRETE WITH A BROOM FINISH - SUBMIT COLOR TO OWNER FOR APPROVAL PRIOR TO INSTALLATION
- DYED AND STAMPED CONCRETE (BLUESTONE PATTERN) - STAMPING PATTERN AND COLOR TO BE SUBMITTED TO THE OWNER FOR APPROVAL PRIOR TO INSTALLATION
- STANDARD DUTY ASPHALT PAVEMENT

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Newburgh, NY 12550
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PROJECT INFORMATION

Project Number
R22.15264.02

Client Name
CITY OF NEWBURGH

Project Name
DELANO-HITCH RECREATION PARK AQUATIC CENTER IMPROVEMENTS

Project Address
375 WASHINGTON ST., NEWBURGH, NY

PROJECT ISSUE & REVISION SCHEDULE

No.	Date	Description
1	04/05/2024	IR-02
2	06/07/2024	IR-08
3	11/05/2024	IR-25-R1

PROFESSIONAL STAMPS

NEW YORK STATE EDUCATION STATEMENT

IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND THE COMMISSIONER'S REGULATIONS FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT, ENGINEER OR LAND SURVEYOR, TO ALTER ANY ITEM ON THIS PLAN IN ANY MANNER. THE SEAL OF AN ARCHITECT, ENGINEER OR LAND SURVEYOR & ALTERED THE ALTERED PART SHALL APPEAR TO THE FIRM THEIR SEAL AND THE NOTATION 'ALTERED BY' FOLLOWED BY THEIR SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

SHEET INFORMATION

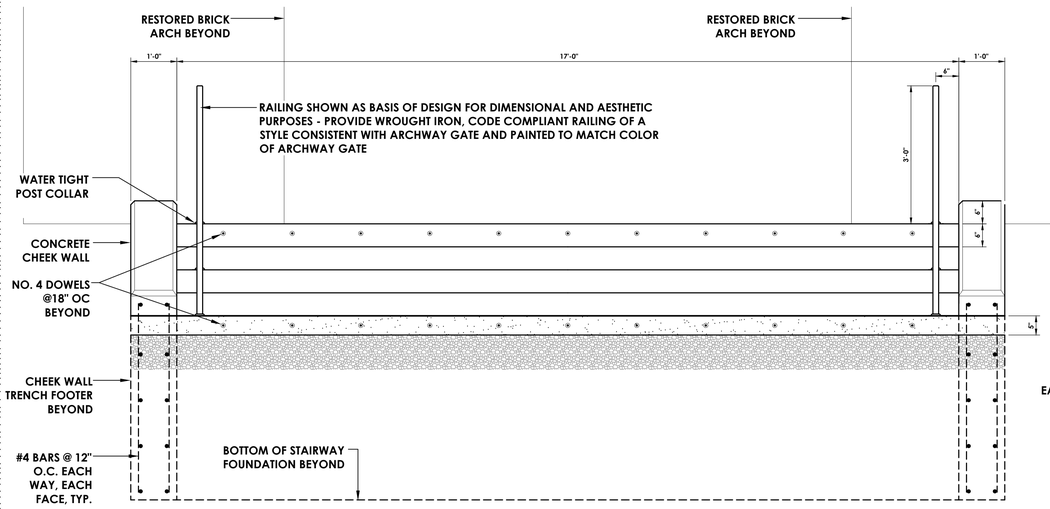
Issued	Scale
10/05/2023	1"=20'
Project Status	
BID DOCUMENTS	
Drawn By	Checked By
RHW	JCB

Drawing Title
GRADING AND EROSION CONTROL PLAN

Drawing Number
C 300

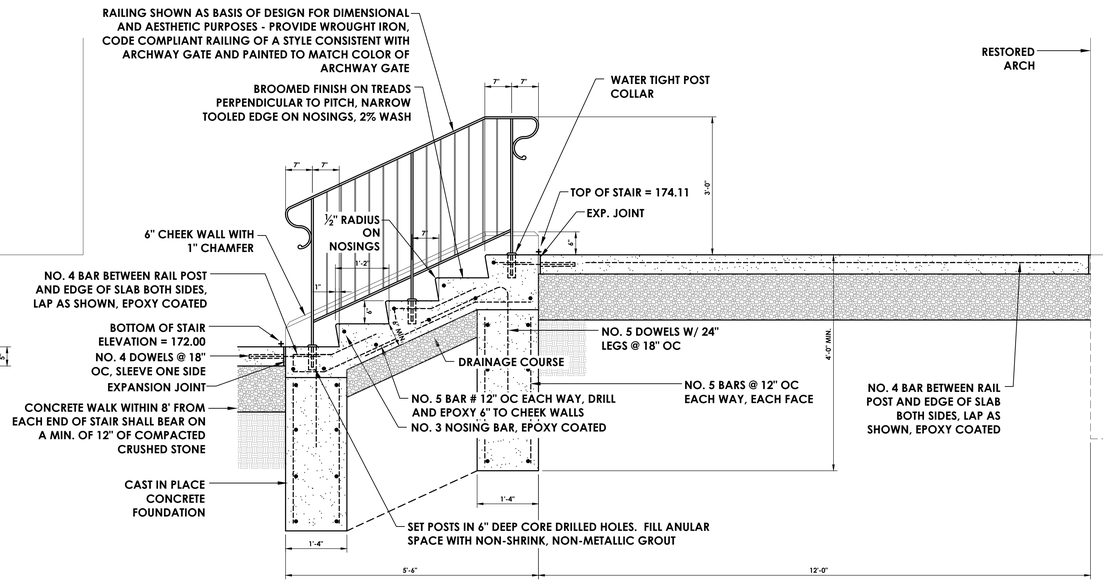
Revision Number

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Date last plotted: 11/5/2024 3:19 PM
Plotted By: Richard Waite



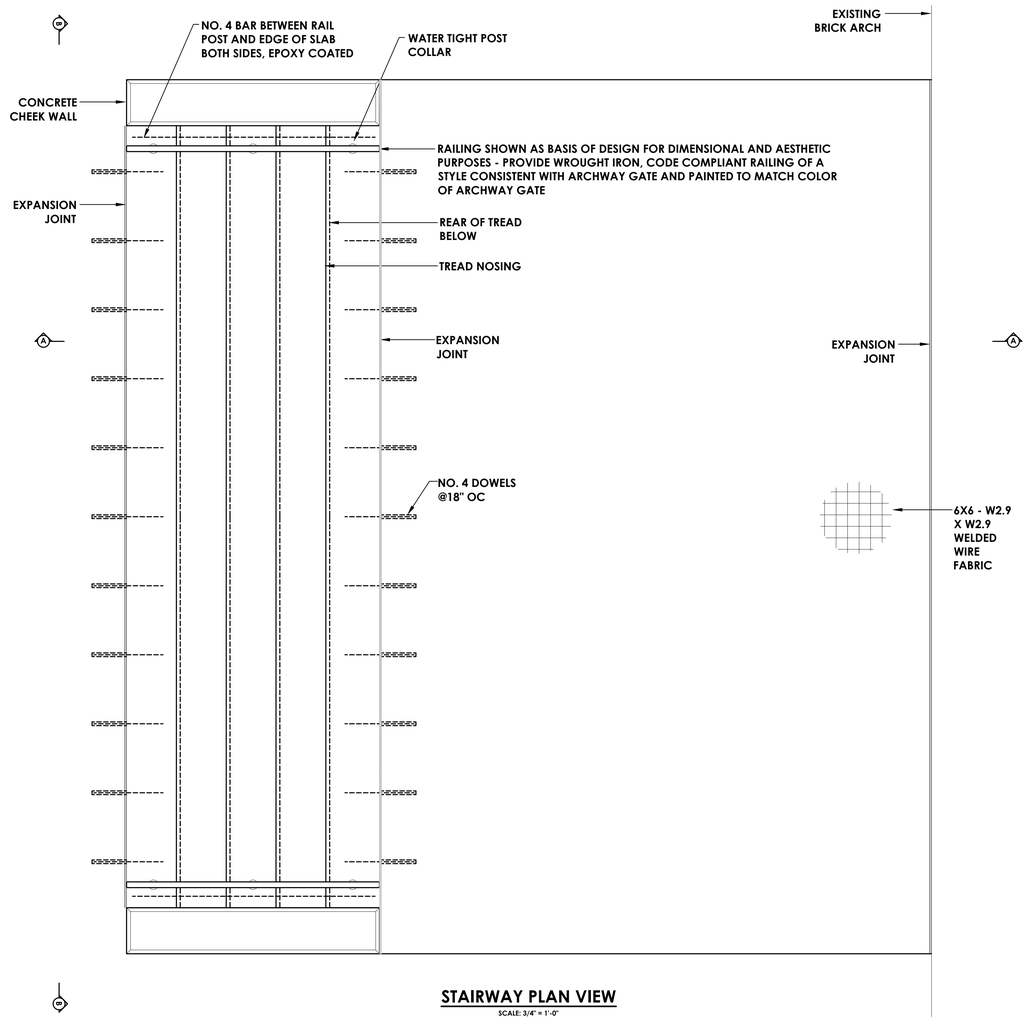
STAIRWAY LATERAL SECTION B

SCALE: 3/4" = 1'-0"



STAIRWAY LONGITUDINAL SECTION A

SCALE: 3/4" = 1'-0"



STAIRWAY PLAN VIEW

SCALE: 3/4" = 1'-0"

1

NOTE: THIS DETAIL ADDRESSES THE STAIRS ON THE SOUTHWEST SIDE OF THE RESTORED ARCH AS PART OF INFORMATION BULLETIN NO. 25. THE STAIRS FORMERLY INCLUDED ON THE NORTHEAST SIDE OF THE ARCH HAVE BEEN ELIMINATED AS PART OF IB-25 AND SHEET C609 IS NO LONGER INCLUDED IN THE CONTRACT DOCUMENTS.

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PROJECT INFORMATION

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R22.15264.02

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Project Address
375 WASHINGTON ST., NEWBURGH, NY

PROJECT ISSUE & REVISION SCHEDULE

No.	Date	Description
1	11/05/2024	IB-25 #1

PROFESSIONAL STAMPS

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SHEET INFORMATION

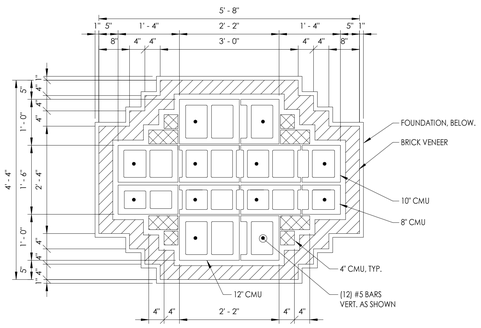
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10/05/2023	AS NOTED
Project Status	
BID DOCUMENTS	
Drawn By	Checked By
RHW	JCB

Drawing Title
DETAILS - STAIRS

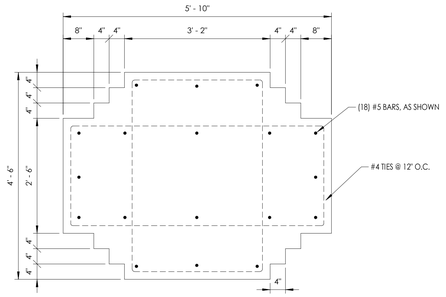
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C
602

Revision Number

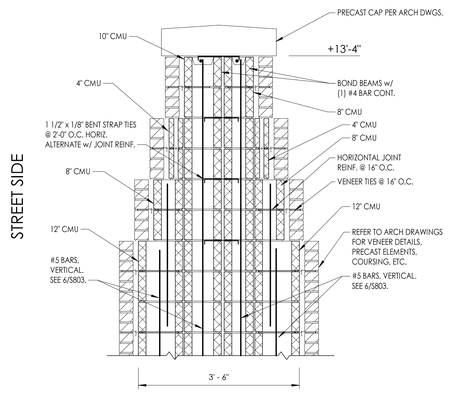
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Date last plotted: 11/5/2024 3:19 PM
Plotted By: Richard Wolfe



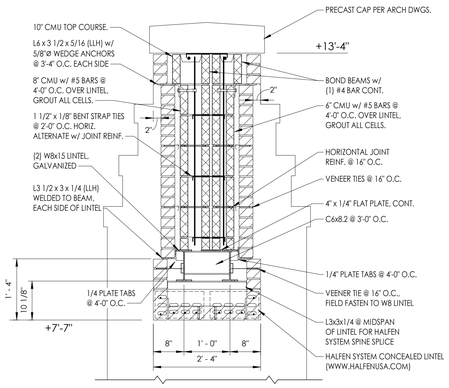
6 S803 **CMU BLOCK COLUMN**
3/4" = 1'-0"



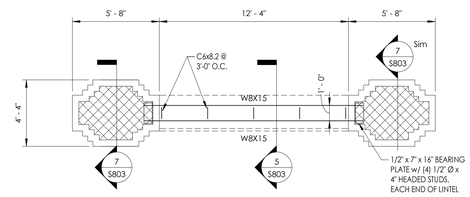
3 S803 **PIER FOUNDATION**
3/4" = 1'-0"



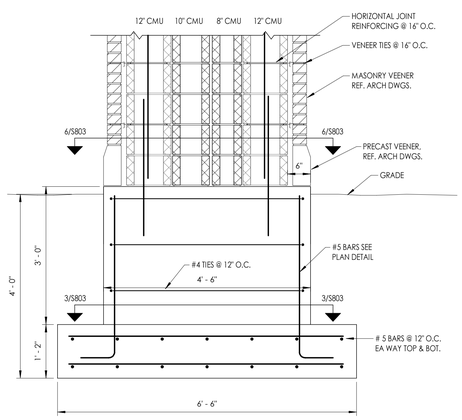
7 S803 **SECTION**
3/4" = 1'-0"



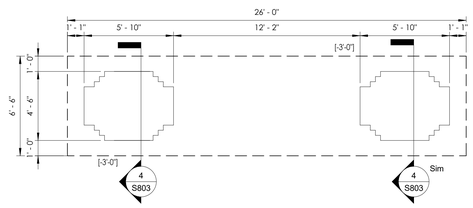
5 S803 **SECTION**
3/4" = 1'-0"



2 S803 **ARCH LINTEL PLAN**
1/4" = 1'-0"



4 S803 **FOUNDATION SECTION**
3/4" = 1'-0"



1 S803 **ARCH FOUNDATION PLAN**
1/4" = 1'-0"

ARCH FOUNDATION NOTES

1. ARCH DATUM 0'-0" = CIVIL ELEVATION 174.39'
2. FOOTING SHALL BEAR AT A MINIMUM OF 4'-0" BELOW FINISHED GRADE.
3. [XX'-XX"] DENOTES TOP OF PROPOSED FOOTING ELEVATION AS REFERENCED FROM ARCH DATUM.
4. FOOTINGS SHALL BE CENTERED ABOUT FOUNDATION PIERS UNLESS NOTED OTHERWISE.
5. GROUT ALL MASONRY BLOCK CORES SOLID CONTINUOUSLY THE FIRST TWO COURSES ABOVE FOUNDATION PIERS. GROUT ALL REINFORCED CELLS, GROUT ALL CELLS TO RECEIVE POST INSTALLED WEDGE ANCHORS AND GATE HARDWARE.
6. REFER TO DRAWING S800 FOR ALL DESIGN LOADS AND OTHER INFORMATION PERTINENT TO THE STRUCTURAL DESIGN.
7. REFER TO ARCHITECTURAL DRAWINGS FOR ELEVATIONS, LIGHT FIXTURES, VENEER COURSING, PRECAST ELEMENTS, ETC.
8. COORDINATE CONDUIT ROUTING WITHIN FOUNDATON PIERS AND CMU STRUCTURE WITH ELECTRICAL CONTRACTOR.

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Newburgh, NY 12550
CPLteam.com

NY ENGINEERING FIRM CERTIFICATE #018330

SEAL OF THE CITY OF NEWBURGH N.Y. • INCORPORATED 1865 • NEWBURGH, N.Y.

PROJECT INFORMATION

Project Number
15264.02

Client Name
CITY OF NEWBURGH

Project Name
DELANO-HITCH RECREATION PARK AQUATIC CENTER IMPROVEMENTS

Project Address
375 WASHINGTON ST.
NEWBURGH, NY 12550

PROJECT ISSUE & REVISION SCHEDULE

#	Date	Description
1	11/05/2024	IB-25-R1

PROFESSIONAL STAMPS

LICENSE EXPIRATION DATE: 05/31/2026

LICENSE EXPIRATION DATE: 05/31/2025

NEW YORK STATE EDUCATION STATEMENT

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SHEET INFORMATION

Issued	Scale
10/05/2023	As indicated

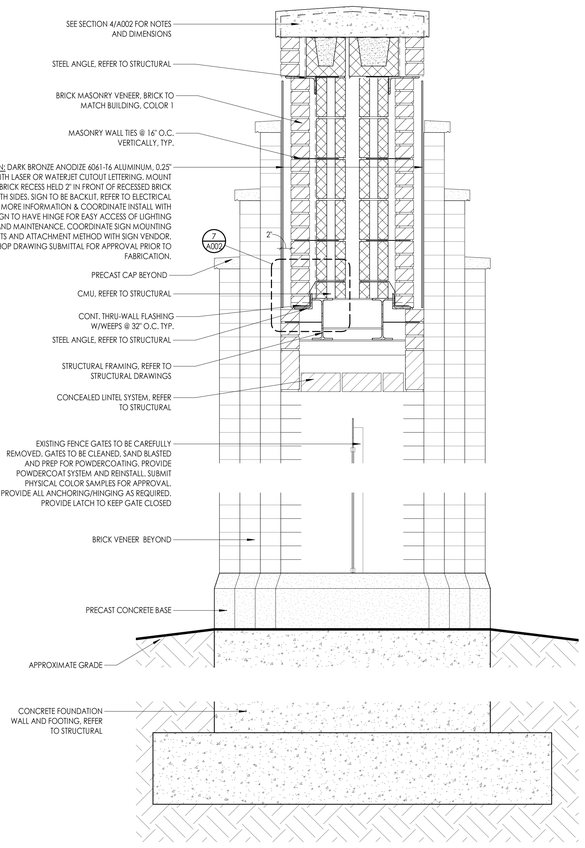
Project Status
BID DOCUMENTS

Drawn By	Checked By
CPL	CPL

Drawing Title
MEMORIAL ARCH
RECONSTRUCTION

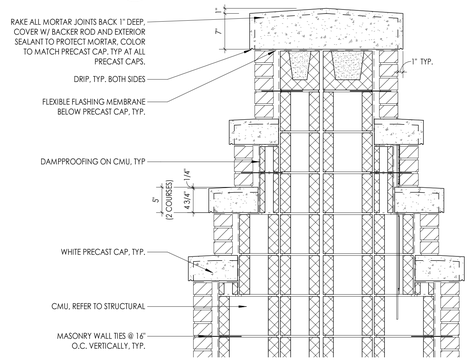
Drawing Number
S803

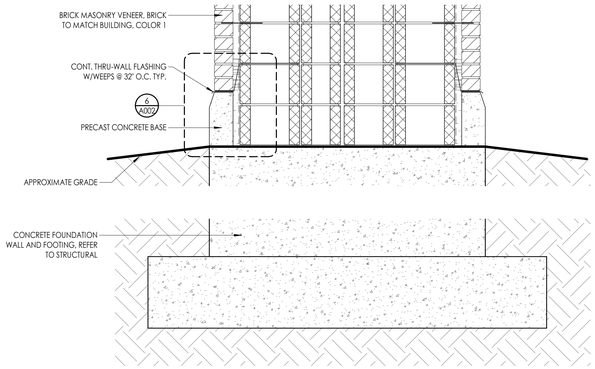
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5 A002 WALL SECTION @ OPENING

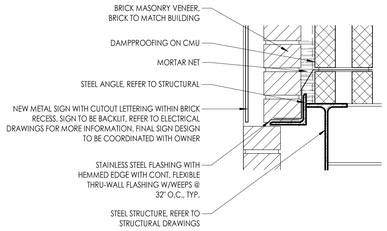
1" = 1'-0"





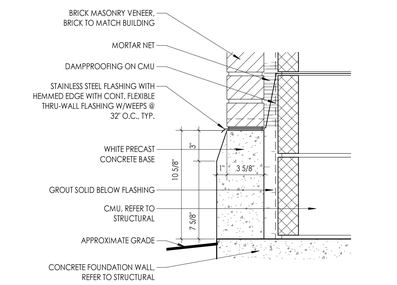
4 A002 WALL SECTION @ PIER

1" = 1'-0"



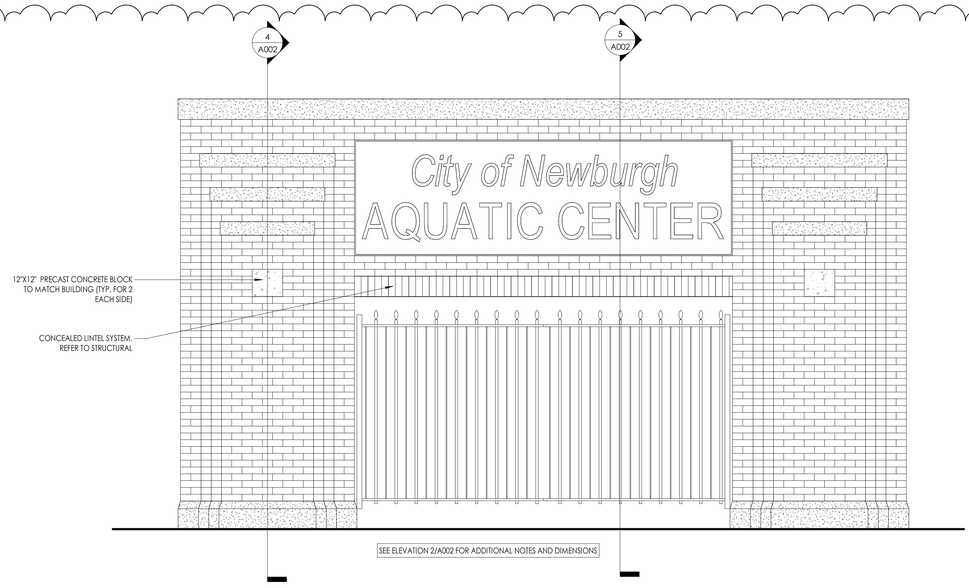
7 A002 DETAIL @ BASE OF RECESS

1 : 6



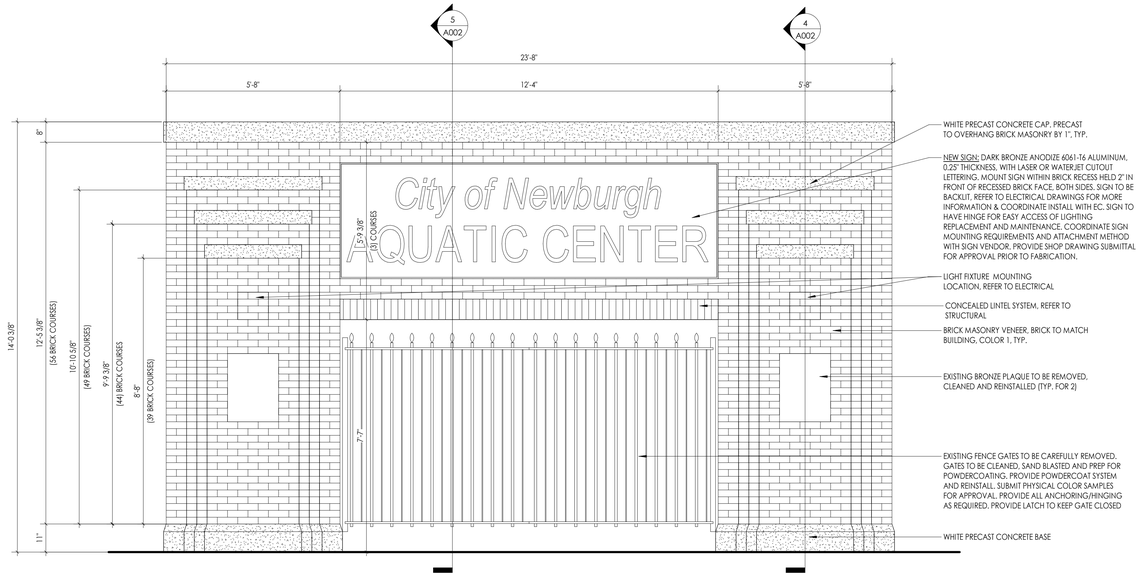
6 A002 BASE OF WALL DETAIL - ARCH

1 : 6



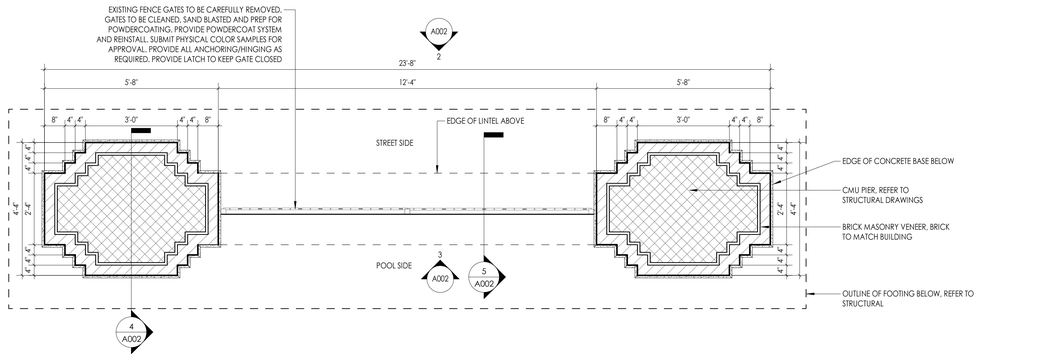
3 A002 BRICK ARCH ELEVATION - POOL SIDE

1/2" = 1'-0"



2 A002 BRICK ARCH ELEVATION - STREET SIDE

1/2" = 1'-0"



1 A002 BRICK ARCH PLAN

1/2" = 1'-0"

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Newburgh, NY 12550
CPLteam.com

PROJECT INFORMATION

Project Number
R22.15264.02

Client Name
CITY OF NEWBURGH

Project Name
DELANO-HITCH RECREATION PARK AQUATIC CENTER IMPROVEMENTS

Project Address
375 WASHINGTON ST.
NEWBURGH NY, 12550

PROJECT ISSUE & REVISION SCHEDULE

No.	Date	Description
1	11/05/24	RI-25-R1

PROFESSIONAL STAMPS

REGISTERED ARCHITECT CITY OF NEW YORK

NEW YORK STATE EDUCATION STATEMENT
IT IS A VIOLATION OF ARTICLE 145 OF THE NEW YORK STATE EDUCATION LAW AND THE COMMISSIONER'S RULES AND REGULATIONS FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT, ENGINEER OR LAND SURVEYOR, TO ALTER ANY ITEM IN ANY WAY. IF ANY ITEM BEARING THE SEAL OF AN ARCHITECT, ENGINEER OR SURVEYOR IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX TO THE ITEM THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

SHEET INFORMATION

Issued
10/05/23

Scale
As indicated

Project Status
BID DOCUMENTS

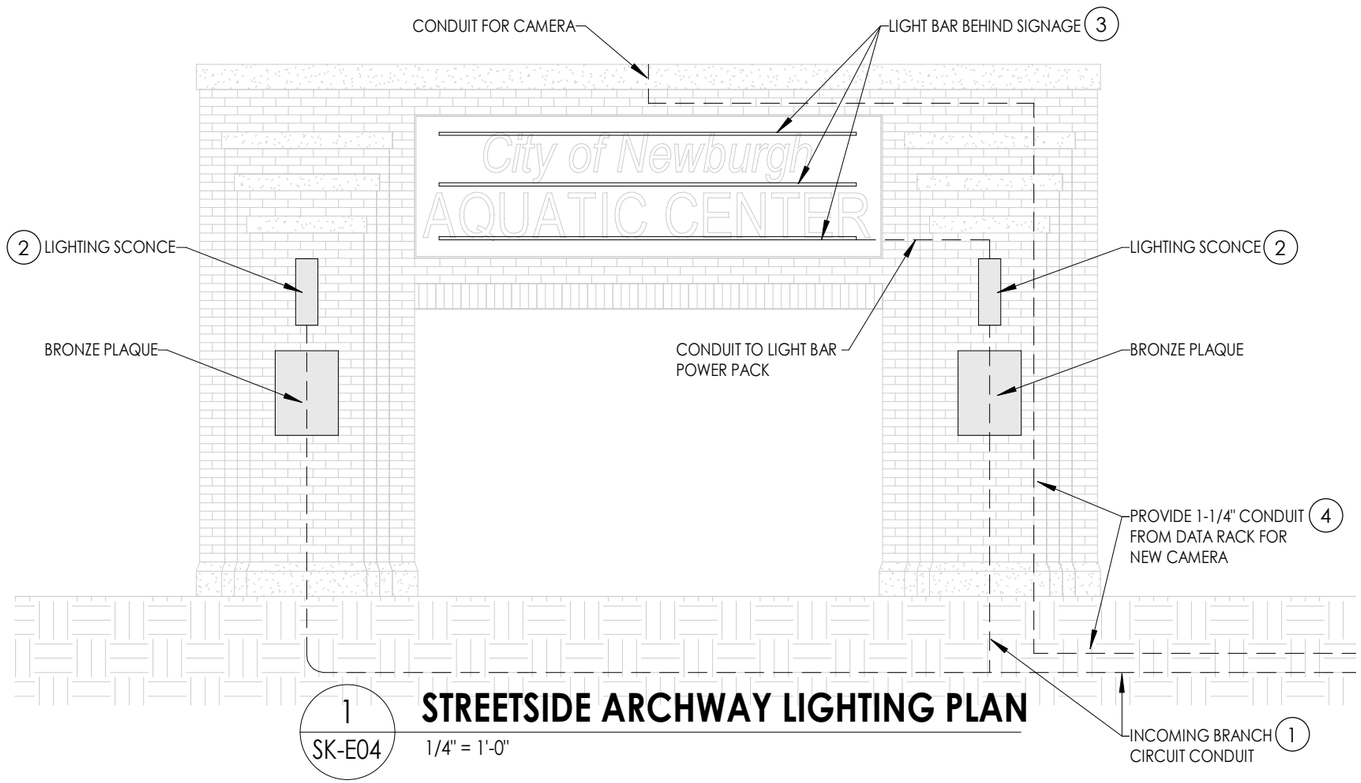
Drawn By
Author

Checked By
Checker

Drawing Title
BRICK ARCH RECONSTRUCTION

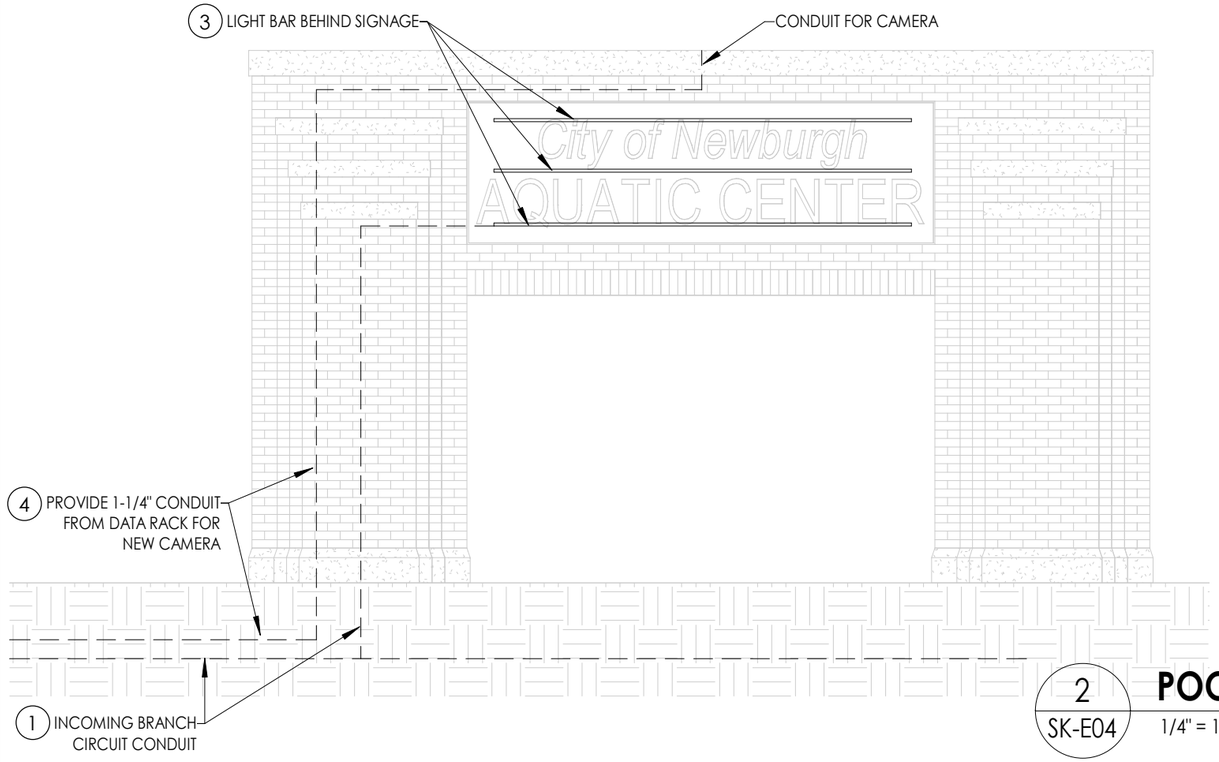
Drawing Number
A002

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1 SK-E04 **STREETSIDE ARCHWAY LIGHTING PLAN**

1/4" = 1'-0"



2 SK-E04 **POOLSIDE ARCHWAY LIGHTING**

1/4" = 1'-0"

KEY NOTES

1. NEW LIGHT FIXTURES 'FL' TO BE TURNED OVER TO OWNER. INCOMING BRANCH CIRCUIT CONDUIT TO BE RE-ROUTED TO NEW ARCHWAY FOR NEW LIGHTING. CONDUIT TO RUN UP INTO FIRST COURSE BRICK CAVITY TO LIGHT FIXTURES INDICATED. MC CABLE IS ACCEPTABLE.
2. PROVIDE NEW LIGHTING SCONCE, QUOIZEL CHASM MODEL CHS8407MBKG. LIGHT FIXTURE CAN BE SOURCED FROM LIGHTINGDIRECT.COM. FIXTURE TO BE CENTERED BETWEEN BRONZE PLAQUE AND FIRST PRECAST CAP AS SHOWN.
3. PROVIDE NEW LIGHT BAR LIGHTING, OMNIFY MODEL 431200-132X36-300-24-3.7, WITH ONLY 3 LIGHT BARS AS SHOWN. FIXTURES TO BE MOUNTED ON BRICK FACADE BEHIND SIGNAGE. PROVIDE WITH HARDWIRE POWER DRIVER, OMNIFY MODEL 950039-24-150. POWER SUPPLY TO BE MOUNTED HIDDEN BEHIND SIGNAGE.
4. PROVIDE 1-1/4" CONDUIT WITH PULL STRING FROM POOL DECK CHECK-IN OFFICE 103, DATA RACK LOCATION, TO ARCHWAY LOCATION AS INDICATED. PROVIDE CATEGORY 6 UTP CABLING FROM DATA RACK TO ARCHWAY LOCATION AS SHOWN. LEAVE A 5' COIL OF CABLE AT EACH END. TERMINATE EACH END OF CABLE WITH RJ-45 CONNECTORS AND TEST.

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50 FRONT ST. SUITE 102
NEWBURGH, NY 12550
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Project Name
DELANO-HITCH RECREATION PARK AQUATIC CENTER IMPROVEMENTS

Project Address
375 WASHINGTON ST.
NEWBURGH NY, 12550

1 IB-25-R1

SHEET INFORMATION

Issue Date
11/5/2024

Drawing Title
ARCHWAY LIGHTING PLAN

DHP
SK-E04

11/4/2024 3:28:51 PM <project location>\D Design & Project Files on BIM 360

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INFORMATION BULLETIN

PROJECT:	CITY OF NEWBURGH DELANO-HITCH AQUATIC CENTER IMPROVEMENTS	INFORMATION BULLETIN NO.:	IB-25-R2
		DATE:	11/05/24
OWNER:	City of Newburgh	CPL PROJECT NO.:	R22-15264.02
CONTRACTOR:	GC EC	CONTRACT NO.:	
		CONTRACT DATE:	

DESCRIPTION:

Provide a cost of credit for removal of all arch restoration related work from the project scope of work.
Provide a cost to reconstruct a new arch as per the attached drawings listed below.

ATTACHMENT(S): A002-R2

ACTION

☒ 1. *PROPOSAL REQUEST:* Submit an itemized quotation for changes in the Contract Sum and/or time required to implement the above proposed modifications to the Contract Documents. This is not authorization to proceed with the work.

☐ 2. *SUPPLEMENTAL INSTRUCTIONS:* Implement the above instructions without change to the Contract Sum and/or Time. Prior to proceeding, indicate acceptance below and return one copy to the Architect.

☐ 3. *CONSTRUCTION CHANGE AUTHORIZATION:* Proceed with the above-described changes to the Contract Documents immediately. Submit final costs and/or change in Contract Time for inclusion in a subsequent Change Order.

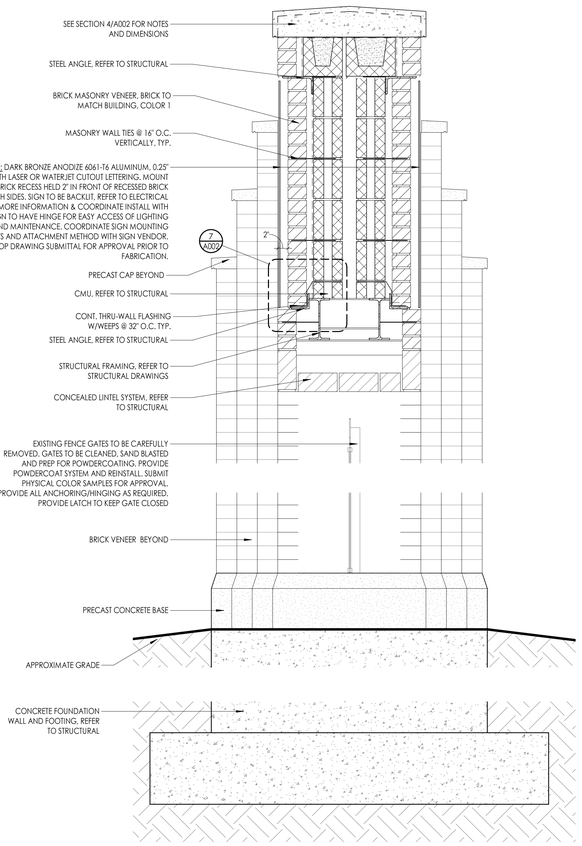
Methods: ☒ Lump Sum ☐ Unit Price ☐ Time & Material Not-to-Exceed

Change in Contract Sum of _____

Change in Contract Time of _____ days

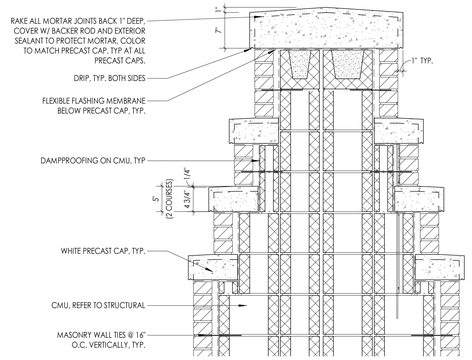
ISSUED:	ACCEPTED:	AUTHORIZED:
BY: J. Teeter	BY:	BY:
Architect	Owner	Contractor
Required for Actions 1,2,3	Required for Action 3	Required for Actions 2,3
09/11/24	Date	Date

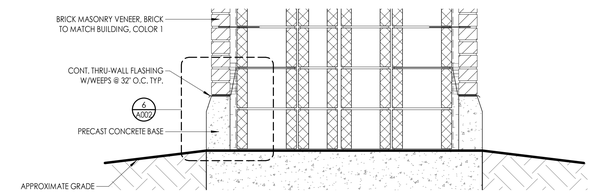
☒ Owner ☒ Architect ☐ Structural ☐ Civil
☒ Contractor ☒ Field ☒ Mechanical/Electrical ☐ Other (Roofing)



5 A002 WALL SECTION @ OPENING

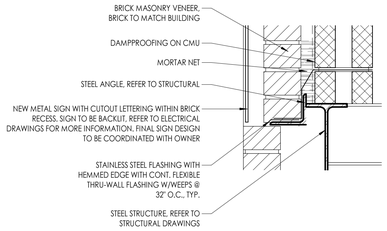
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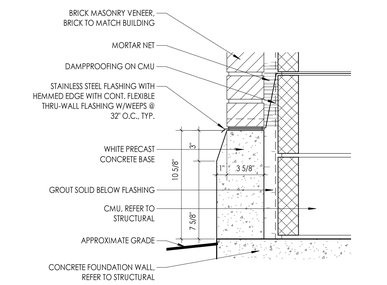
4 A002 WALL SECTION @ PIER

1" = 1'-0"



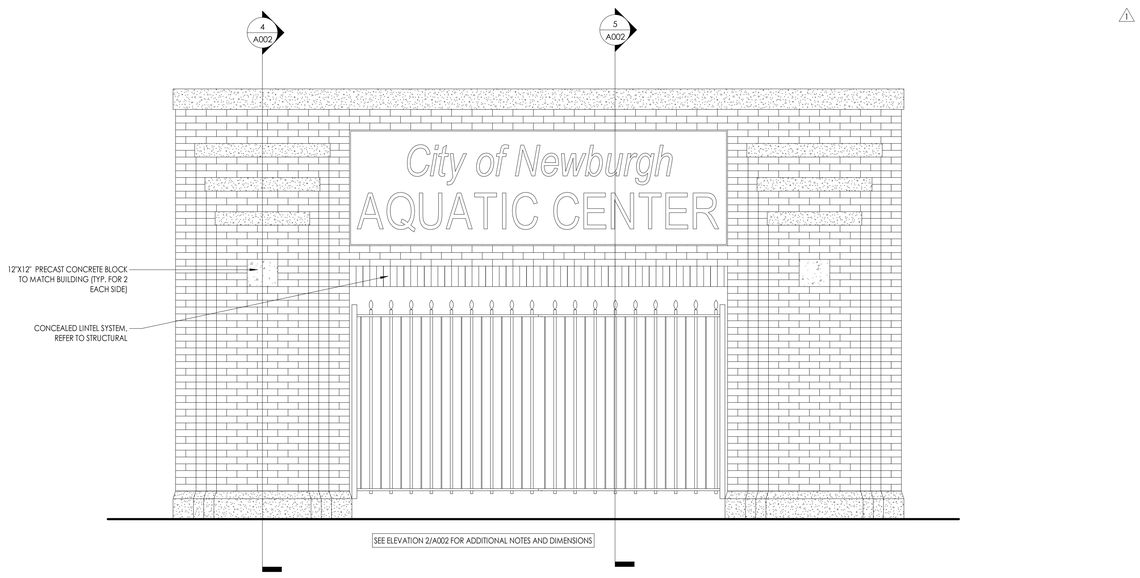
7 A002 DETAIL @ BASE OF RECESS

1 : 6



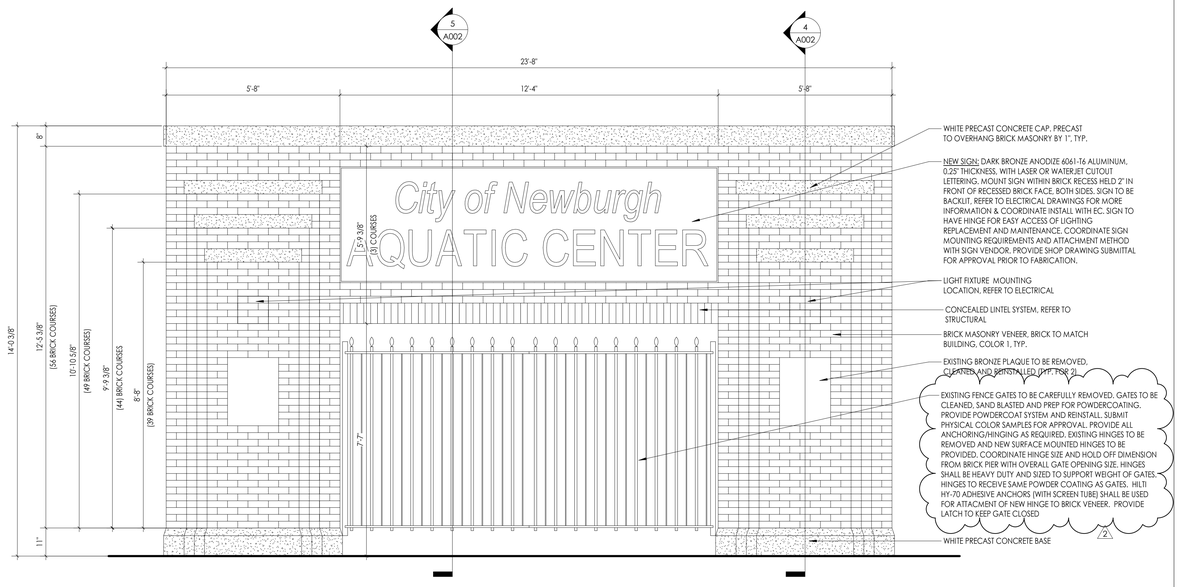
6 A002 BASE OF WALL DETAIL - ARCH

1 : 6



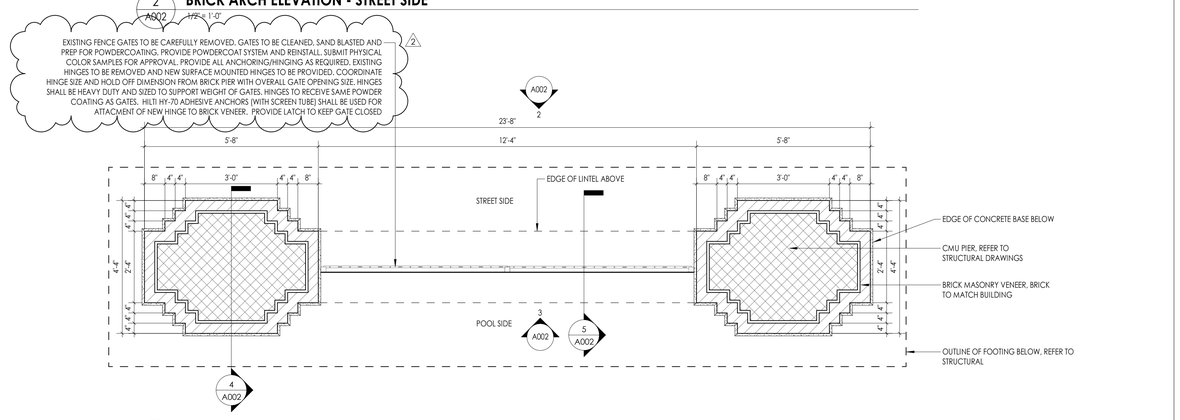
3 A002 BRICK ARCH ELEVATION - POOL SIDE

1/2" = 1'-0"



2 A002 BRICK ARCH ELEVATION - STREET SIDE

1/2" = 1'-0"



1 A002 BRICK ARCH PLAN

1/2" = 1'-0"

1

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NEWBURGH NY, 12550

PROJECT ISSUE & REVISION SCHEDULE

No.	Date	Description
1	11/05/24	IB-25-R1
2	11/25/24	IB-25-R2

PROFESSIONAL STAMPS

NEW YORK STATE EDUCATION LAW STATEMENT
IT IS A VIOLATION OF ARTICLE 145 OF THE NEW YORK STATE EDUCATION LAW AND THE COMMISSIONER'S RULES AND REGULATIONS FOR A PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT, ENGINEER OR LAND SURVEYOR, TO ALTER ANY ITEM IN ANY WAY. IF ANY ITEM BEARING THE SEAL OF AN ARCHITECT, ENGINEER OR SURVEYOR IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX TO THE ITEM THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

SHEET INFORMATION

Issued
10/05/23

Scale
As indicated

Project Status
BID DOCUMENTS

Drawn By
Author

Checked By
Checker

Drawing Title
BRICK ARCH RECONSTRUCTION

Drawing Number
A002

11/25/2024 9:55:59 AM <project location>\2 Design & Project Files on BIM 360

RESOLUTION NO.: 10 - 2025

OF

JANUARY 27, 2025

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE ELECTRICAL CONSTRUCTION CONTRACT WITH J & J SASS ELECTRIC, INC. FOR THE DELANO-HITCH RECREATION PARK AQUATIC CENTER IMPROVEMENTS PROJECT

WHEREAS, by Resolution No. 3-2024 of January 8, 2024, the City Council of the City of Newburgh, New York awarded a bid to J & J Sass Electric, Inc. in the total amount of $835,000.00 for the electrical construction of the Delano-Hitch Recreation Park Aquatic Center Improvements Project; and

WHEREAS, contract changes include additional costs in the amount of $19,091.00 associated with the reconstruction of the existing masonry arch; and

WHEREAS, J & J Sass Electric, Inc. has submitted Change Order No. 1 to include the contract changes with the additional funding for the contract increase derived from a combination of funding sources, including the City's allocation of American Rescue Plan Act funds, the 2025 BAN and/or the NY SWIMS grant; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 1 with to J & J Sass Electric, Inc. for the Delano-Hitch Recreation Park Aquatic Center Improvements Project.

DRAFT

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)* Delano-Hitch Recreation Park Aquatic Center Improvements 375 Washington Street, Newbugh, NY 12550	**CONTRACT INFORMATION:** Contract For: City of Newburgh Date: 1/13/2025	**CHANGE ORDER INFORMATION:** Change Order Number: 01 Date:
OWNER: *(Name and address)* City of Newburgh 83 Broadway, Newburgh, NY 12550	**ARCHITECT:** *(Name and address)* CPL Architecture, ENgineering, Planning 26 IBM Road, Poughkeepsie, NY 12601	**CONTRACTOR:** *(Name and address)* J&J Sass Electric, Inc. 30 Grand Street - P.O. Box 1910, Kingston, NY 12402

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	$	835,000.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	835,000.00
The Contract Sum will be increased by this Change Order in the amount of	$	19,091
The new Contract Sum including this Change Order will be	$	854,091.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA51)

J&J SASS ELECTRIC, INC.

30 Grand Street- P.O. Box 1910
Kingston, New York 12402
Ph (845) 331-8666 Fx (845) 331-3176

DATE: 1-13-2025

SUBMITTED TO: Mr. Jonathan Dirocco
JOB NAME: Delano Hitch Aquatic Center
JOB LOCATION: Newburgh, NY
PCO No.2

Provide labor and material associated with providing and installing (2) new wall sconces and (1) flat panel fixture mounted on brick façade behind sign lettering. Includes 1-1/4" underground PVC conduit and (1) Cat6 cable from building rack to new archway. Includes excavation, backfill, and restoration.

Exceptions:
Taxes
Overtime

Clarifications:

Material: $5,193.45
Labor: ($120.45) x51 = $6,142.95
($104.75) x0 = $0
Exc. Sub: $5,100.00
Equipment: $0
Total: $16,436.40
OH@15%: $2,465.46
Total: $18,901.86
Bond: $189.02
Total: $19,090.88

Grand Total: $19,091.00

Indicate status below and return fax to us as soon as possible.
Please note that work will not proceed until we receive this acknowledgement.

_____ Proceed with the above noted work. Signed: _____ ___/___/___
_____ Do not proceed with the above work at this time. Signed:_____ ___/___/___

Thank-you,
Salvatore A. Incorvaia

Vice President

Job Name: Delenao Changes
Job Number: 3331
Extension Name: Final

Item #	Item Name	Quantity	Price 1	U	Ext Price 1	Bid Lbr Ext	CCode	% of Extended Price	% of Extended Hours
Label Set: Combined, Combined, Combined, Combined, Co					**$5,193.45**	**50.51**		**100 %**	**100 %**
CCode: <undefined>					$4,405.13	33.00		84.82 %	65.34 %
60,032	CAT 6 Label/Test	1.00	$1.25		$1.25	0.50			
60,034	CAT 6 Jack	12.00	$8.95		$107.40	3.00			
60,036	CAT 6 Cable	250.00	$0.58		$145.00	5.50			
60,038	Inst Sign Fixture	1.00	$3,651.48		$3,651.48	16.00			
60,040	Mason Chase	1.00	$0.00		$0.00	8.00			
60,042	Wall Sconce	2.00	$250.00		$500.00	0.00			
CCode: Branch Rough					$241.98	4.16		4.66 %	8.23 %
787	3/4 EMT	60.00	$121.59	C	$72.95	2.70	cb		
799	3/4 EMT 90 ELBOW	3.00	$903.50	C	$27.11	0.44	cb		
844	3/4 EMT CONN D/C	6.00	$101.96	C	$6.12	0.56	cb		
928	3/4 EMT COUP D/C	15.00	$96.91	C	$14.54	0.00	cb		
13,676	MASONRY BOX 1 GANG	3.00	$4,042.38	C	$121.27	0.45	cb		
CCode: Feeder Rough					$419.22	10.31		8.07 %	20.41 %
1,134	1 1/4 GRC	10.00	$844.95	C	$84.49	1.00	cf		
1,161	1 1/4 GRC 90 ELBOW	3.00	$1,428.20	C	$42.85	1.05	cf		
2,288	1 1/4 GRC LB BODY	2.00	$32.76	E	$65.52	0.80	cf		
4,388	1 1/4 PVC 40	130.00	$171.70	C	$223.20	5.20	cf		
4,518	1 1/4 PVC MALE TERM	2.00	$157.80	C	$3.16	0.26	cf		
16,062	1 HOUR LABOR (CORE	2.00	$0.00	X	$0.00	2.00	cf		
CCode: Hangers/Anchors					$127.12	3.04		2.45 %	6.02 %
3,262	3/8-16 X 3/4 RH COMB	8.00	$21.59	C	$1.73	0.48	ch		
3,534	3/16X3 C TOGGLE BOLT	12.00	$48.20	C	$5.78	0.60	ch		
3,630	3/8" WASHER	8.00	$132.06	C	$10.56	0.00	ch		
3,720	1 5/8 DEEP STRUT GAL	30.00	$126.00	C	$37.80	1.80	ch		
3,735	KINDORF B911-3/8 SPR	8.00	$890.52	C	$71.24	0.16	ch		
					$5,193.45	**50.51**			

MOXIE

To:	Job/Project Name:
J&J SASS ELECTRIC 30 GRAND ST KINGSTON, NY 12401	DELANO HITCH - EXTERIOR SIGNAGE

Qty	Type	Mfg	Description	Price
			***NO QUANTITIES PROVIDED, SUBJECT TO REVIEW & APPROVAL.*	
			OPTION 1 NOT USED	
2		CORE	CRS-CUST(36"X132")-30K-24V	
2		CORE	PSRX-XXW-24V-UNV	
	NOTE		**CUSTOM SIZE TO BE CONFIRMED.	
	NOTE		**POWER SUPPLY SIZE & QTY TO BE CONFIRMED.	
	NOTE		**INCLUDING LED FIXTURES, CONNECTORS, MOUNTING & POWER SUPPLIES ONLY.	
			SUBTOTAL	**$2,598.76**
2		EURO	EXTERIOR WALL SCONCE	
			SUBTOTAL	**$500.00**
			OPTION 2 USED. SEEMS LIKE BETTER FIT	
			6@11'	
66'		QTRN	WURM-SW-WSC-WET-30-3.0-X-X-X-X-X-PER FT-X	
2		QTRN	QZ-192W-UNV-24V-PH/010-WH	
			SUBTOTAL	**$3,651.48**
			TOTAL:	~~$6,750.24~~

Q-CAP WURM™ STATIC WHITE

24VDC Flexible Fixtures





- Flexible encapsulated fixture
- Both helical bend and up/down bend
- 6" bend radius
- Interior and exterior rated (not including FC)
- Two mounting options available
- Do not cut Non-Field Cuttable Q-CAP flexible fixtures

ORDERING PROCESS

(A) Specify Non-Field Cuttable Q-CAP

(B) (Optional) Specify field cuttable 4' piece - used to adjust total run length in the field (dry applications only)

A. NON-FIELD CUTTABLE Q-CAP

A1 PRODUCT	A2 MOUNTING	A3 RATED	A4 CCT	A5 WATTAGE	A6 LENS	A7 WIRE INPUT/ OUTPUT	A8 CONNECTOR/ WIRE IN	A9 CONNECTOR/ WIRE OUT	A10 END CAPS	A11 LENGTH (IN)	A12 EXACT/ OPTIMAL
WURM-SW									WH		

Sample Part Number: **WURM-SW-WSCS-DRY-30-5.0-ENC/TL-P1-BW-BW-N/A-48"-E**

A1 PRODUCT

WURM-SW

See last page for compatible power supplies.

A2 MOUNTING

MCS	Magnetic Clip Small
WSCS	White Snug Clip Small
BN-UD-SST-16'	16' BENDIT Up/Down Stainless Steel Channel
BN-UD-SST-32'	32' BENDIT Up/Down Stainless Steel Channel
BN-UD-WH-16'	16' BENDIT Up/Down White Stainless Channel
BN-UD-WH-32'	32' BENDIT Up/Down White Stainless Channel

White snug clip only for indirect cove use, not intended for hanging fixtures upside down.

A3 RATED

DRY	IP20
WET	IP67

A4 CCT

24	2400K
27	2700K
30	3000K
35	3500K
40	4000K

A5 WATTAGE

1.5	1.5W-SO
3.0	3.0W-HO
5.0	5.0W-VHO
1.5HE	1.5WHE-SO
3.0HE	3.0WHE-HO
6.0HE	6.0WHE-VHO

SO: Standard Output
HO: High Output
VHO: Very High Output

A6 LENS

ENC/CL	Encapsulated in Clear
ENC/TL	Encapsulated in Translucent

1.5HE, 3.0HE, and 6.0HE only available in ENC/CL.
For representation of LED visibility, see Diode Visibility section on following pages

A7 WIRE INPUT/OUTPUT

S1	Single 1 (Input only) - End Feed
P1	Pass Through 1 (Input/Output) - End Feed

A8 CONNECTOR/WIRE IN

BW	Bare Wire (Standard 24")
BRL	Barrel
CON6	Connector 6"
CON24	Connector 24"

Connector/Wire In not needed to specify product. Typical selection is BW.
BW: Standard length is 24", Max length is 120". Request custom length by writing in part number next to BW (example: BW48)

A9 CONNECTOR/WIRE OUT

N/A	Closed End (No feed)
BW	Bare Wire (Standard 24")
BRL	Barrel
CON6	Connector 6"
CON24	Connector 24"

Connector/Wire Out not needed to specify product. Typical selection is N/A or BW.
BW: Standard length is 24", Max length is 120". Request custom length by writing in part number next to BW (example: BW48)

A10 END CAPS

Single	**WH**	White
Pass Through	**N/A**	Not Applicable

A11 LENGTH (IN)

Fixture length min 12", max 191". Consult factory for lengths under 12".
SW: Available in 1" increments.
SW-HE: Available in 2" increments.

A12 EXACT/OPTIMAL

O	Optimal Illumination
E	Exact Specified Length

Exact fixtures are the exact length specified +0 – 1/8".
Optimal fixtures' length is rounded down with illumination end to end.
See Exact/Optimal Fixture Length charts.

5 year warranty | Up/Down & Helical Bend | Data subject to change, all data has +/- 5% tolerance | Ambient or mounting surface must not be lower than -4°F or higher than: SO - 125°F; HO - 115°F; VHO - 108°F | Patent # D846,786 S, 10,619,828 B2 | Only FC fixtures are Field-Cuttable per installation instructions | Field Cuttable is not returnable or refundable after it has been cut

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Specification subject to change. Rev-12-19-24

Q-CAP WURM™ STATIC WHITE

24VDC Flexible Fixtures

B. FIELD CUTTABLE Q-CAP

B1 PRODUCT	B2 MOUNTING	B3 RATED	B4 CCT	B5 WATTAGE	B6 LENS	B7 WIRE INPUT/ OUTPUT	B8 CONNECTOR/ WIRE IN	B9 CONNECTOR/ WIRE OUT	B10 END CAPS	B11 LENGTH (IN)	B12 EXACT/ OPTIMAL
WURM-FC-SW		DRY				S1		N/A	WH	48”	N/A

Sample Part Number: **WURM-FC-SW-WSCS-DRY-30-3.0-ENC/CL-S1-BW-N/A-WH-48"-N/A**

B1 PRODUCT

WURM-FC-SW

See last page for compatible power supplies.

B2 MOUNTING

MCS	Magnetic Clip Small
WSCS	White Snug Clip Small
BN-UD-SST-16’	16’ BENDIT Up/Down Stainless Steel Channel
BN-UD-SST-32’	32’ BENDIT Up/Down Stainless Steel Channel
BN-UD-WH-16’	16’ BENDIT Up/Down White Stainless Channel
BN-UD-WH-32’	32’ BENDIT Up/Down White Stainless Channel

White snug clip only for indirect cove use, not intended for hanging fixtures upside down.

B3 RATED

DRY	IP20

B4 CCT

24	2400K
27	2700K
30	3000K
35	3500K
40	4000K

B5 WATTAGE

1.5	1.5W-SO
3.0	3.0W-HO
5.0	5.0W-VHO
1.5HE	1.5WHE-SO
3.0HE	3.0WHE-HO
6.0HE	6.0WHE-VHO

SO: Standard Output
HO: High Output
VHO: Very High Output

B6 LENS

ENC/CL	Encapsulated in Clear
ENC/TL	Encapsulated in Translucent

1.5HE, 3.0HE, and 6.0HE only available in ENC/CL
For representation of LED visibility, see Diode Visibility section on following pages

B7 WIRE INPUT/OUTPUT

S1	Single 1 (Input only) - End Feed

B8 CONNECTOR/WIRE IN

BW	Bare Wire (Standard 24")
BRL	Barrel
CON6	Connector 6"
CON24	Connector 24"

Connector/Wire In not needed to specify product. Typical selection is BW.
BW: Standard length is 24", Max length is 120". Request custom length by writing in part number next to BW (example: BW48)

B9 CONNECTOR/WIRE OUT

N/A	Closed End (No feed)

B10 END CAPS

WH	White

Due to cutting, white endcaps are not available.

Single

B11 LENGTH (IN)

48”	Nominal

Starting Run length is 48.38" for S1
Each cut point subtracts from the Starting Run Length
1.5, 3.0, & 5.0 have a 1" cut point
1.5HE, 3.0HE, & 6.0HE have a 2" cut point
S1 can be cut down to as little as 1.38" for SW & 2.38" for SW-HE

B12 EXACT/OPTIMAL

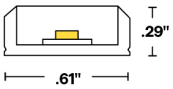
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Q-CAP WURM™ STATIC WHITE

24VDC Flexible Fixtures

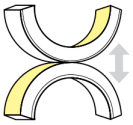
1 PRODUCT - DIMENSIONS



Profile
(Standard)

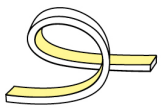
BEND RADIUS

Up/Down Bend



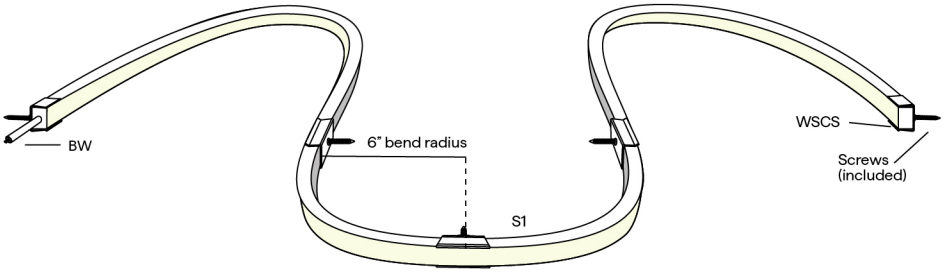
6" bending radius

Helical Bend



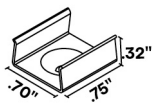
6" bending radius
Max recommended rotation
of 1 rotation per 16"

FLEXIBILITY



2 MOUNTING

WSCS

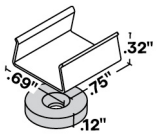


White Snug Clip Small
Indirect uplight

To order separately use WSCS

Each clip comes with a #6x5/8" flat screw

MCS

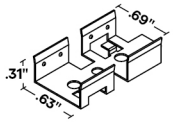


Magnetic Clip Small
Cove use only

To order separately use MCS

each clip comes with a #6x1 1/4" screw

BN-UD



BENDIT Channel
Vertical Stainless Steel
Flexible Channel

Continuous mounting solution for flexible fixtures, 16' or 32' field cuttable lengths

To order separately use either STND-QCAP-BN-UD-S-SST-16', STND-QCAP-BN-UD-S-SST-32', STND-QCAP-BN-UD-S-WH-16', or STND-QCAP-BN-UD-S-WH-32'

64 #4-40 1/2" screws provided per 16'

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Specification subject to change. Rev-12-19-24

Q-CAP WURM™ STATIC WHITE

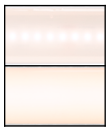
24VDC Flexible Fixtures

4 / 5 DELIVERED LUMENS

[Calculated L70 = 40000 hrs]
Tested with WURM-SW-WSCS-DRY

CCT	1.5W/FT ENC/CL		1.5HE W/FT ENC/CL		3.0W/FT ENC/CL		3.0HE W/FT ENC/CL		5.0W/FT ENC/CL		6.0HE W/FT ENC/CL	
	LM	CRI	LM	CRI	LM	CRI	LM	CRI	LM	CRI	LM	CRI
2400K	127	94	184	93	231	93	336	93	329	94	584	93
2700K	127	97	174	95	227	98	331	95	329	98	569	96
3000K	135	99	172	96	242	98	345	96	337	98	602	96
3500K	144	96	201	98	242	96	368	98	359	97	648	98
4000K	151	96	187	96	262	96	378	97	370	97	652	97

6 DIODE VISIBILITY



ENC/CL - Clear encapsulation

ENC/TL - Translucent encapsulation

TEMPERATURE RATINGS

	1.5 W/FT		1.5 HE W/FT		3.0 W/FT		3.0 HE W/FT		5.0 W/FT		6.0 HE W/FT	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Ambient Operating Temp - Surface	-4°F	135°F	-4°F	140°F	-4°F	120°F	-4°F	120°F	-4°F	105°F	-4°F	100°F
Storage Temp	-4°F	140°F	-4°F	140°F	-4°F	140°F	-4°F	140°F	-4°F	140°F	-4°F	140°F
Installation Temp	50°F	100°F	50°F	100°F	50°F	100°F	50°F	100°F	50°F	100°F	50°F	100°F

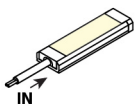
BUG RATING

WATTAGE	B	U	G
1.5 (ALL CCTs), 3.0 (ALL CCTs), 5.0 (ALL CCTs)	B0	U1	G0
1.5HE (ALL CCTs), 3.0HE (ALL CCTs)	B0	U1	G0
6.0HE (2400K, 2700K, 3000K, 4000K)	B0	U1	G1
6.0HE (3500K)	B0	U2	G1

7 WIRE INPUT/OUTPUT

SINGLE (Input only)

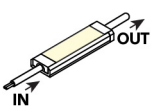
S1



End Feed

PASS THROUGH (Input/Output) - Only applicable for Non-Field Cuttable Q-CAP

P1



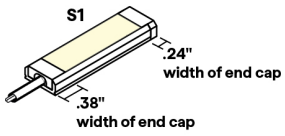
End Feed

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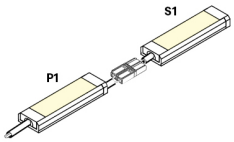
Q-CAP WURM™ STATIC WHITE

24VDC Flexible Fixtures

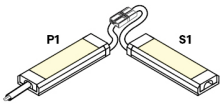
CONFIGURATION OPTIONS



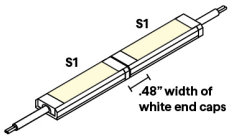
Single End Feed



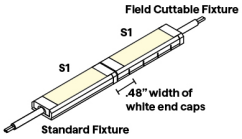
Non-Continuous End Feed



Non-Continuous Corner Feed

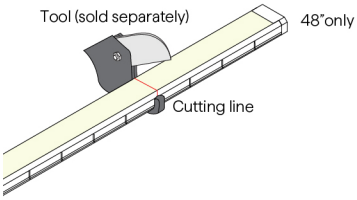


Continuous End to End Feed



Field Cuttable - Continuous End to End Feed

FIELD CUTTABLE MARKING



Field cuttable fixtures are sold in 4' increments and go at the end of a run, allowing for easy field adjustment

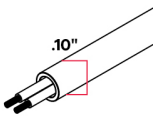


Note: Only FC fixtures are field cuttable — Do not attempt to cut non FC fixtures.
Cut only on the marked cut lines. Only cut from non-feed end. Do not attempt to cut while power is on.

8/9 CONNECTOR/WIRE – IN/OUT

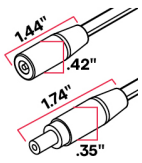
Connector/Wire In or Out not needed to specify product. Typical selection is S1 for Wire Input/Output, BW for Connector/Wire In, N/A for Connector/Wire Out, and WH for End Caps

BW



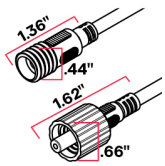
Bare Wire 24"
Stranded 22 AWG

BRL



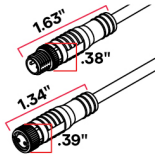
Barrel 6" - DRY/DMP | 22 AWG

BRL



Barrel 6"- WET | 22 AWG

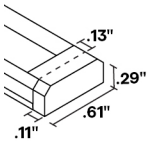
CON6/CON24



6" or 24" Overall
Wire Connector | 22 AWG
IP67 Rated, UL Listed

10 END CAPS (NO FEED)

WH
(only used in A. Non-Field Cuttable Q-CAP)



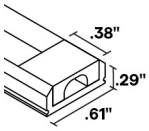
White endcaps
.11" added at end

.24" dim spot

END CAPS (WITH FEED)

End Feed

S1, P1



White endcaps
.0" added at end

.38" dim spot

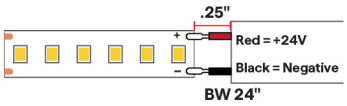
11 LENGTH - WIRING DETAIL

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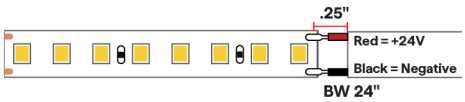
Q-CAP WURM™ STATIC WHITE

24VDC Flexible Fixtures

1.5W, 3.0W, 5.0W | Available in 1" increments 12"-191"

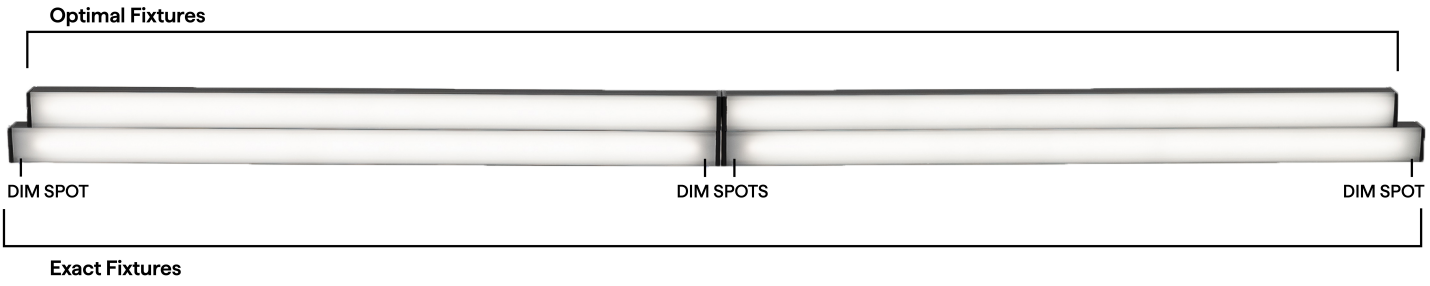


1.5HEW, 3.0HEW, 6.0HEW | Available in 2" increments 12"-191"



12 EXACT/OPTIMAL FIXTURE LENGTH

Exact fixtures are the exact length specified. Optimal fixtures' length is rounded down based on LED cut points to allow the fixture to be illuminated end to end. For runs with multiple fixtures that need to fill a specific length, it's recommended to order all optimal fixtures with an exact fixture at the end of the run.



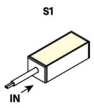
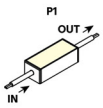
SW LENGTHS BY INCH

Available in any length in between 12" and 191", chart below shows example lengths. Exact fixtures are the length specified. Optimal fixtures' length is rounded down with illumination end to end. All fixtures' tolerance is +0 – 1/8". Consult factory for lengths under 12".

EXACT LENGTH

Requested Length	Potential dim spot on either end of fixture
12"	.5"
13"	.5"
14"	.5"
15"	.5"
16"	.5"
17"	.5"
18"	.5"
19"	.5"
20"	.5"
21"	.5"
22"	.5"
23"	.5"
24"	.5"
36"	.5"
48"	.5"
60"	.5"
72"	.5"
84"	.5"
96"	.5"

OPTIMAL LENGTH

Requested Nominal Length	S1	P1
	 End Feed	 End Feed
12"	11.625"	11.75"
13"	12.625"	12.75"
14"	13.625"	13.75"
15"	14.625"	14.75"
16"	15.625"	15.75"
17"	16.625"	16.75"
18"	17.625"	17.75"
19"	18.625"	18.75"
20"	19.625"	19.75"
21"	20.625"	20.75"
22"	21.625"	21.75"
23"	22.625"	22.75"
24"	23.625"	23.75"
36"	35.625"	35.75"
48"	47.625"	47.75"
60"	59.625"	59.75"
72"	71.625"	71.75"
84"	83.625"	83.75"
96"	95.625"	95.75"

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Q-CAP WURM™ STATIC WHITE

24VDC Flexible Fixtures

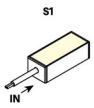
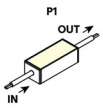
SW-HE LENGTHS BY INCH

Available in any length in between 12" and 191", chart below shows example lengths. Exact fixtures are the length specified. Optimal fixtures' length is rounded down with illumination end to end. All fixtures' tolerance is +0 – 1/8". Consult factory for lengths under 12".

EXACT LENGTH

Requested Length	Potential dim spot on either end of fixture
12"	1"
13"	.5"
14"	1"
15"	.5"
16"	1"
17"	.5"
18"	1"
19"	.5"
20"	1"
21"	.5"
22"	1"
23"	.5"
24"	1"
36"	1"
48"	1"
60"	1"
72"	1"
84"	1"
96"	1"

OPTIMAL LENGTH: highlighted rows are closest to requested nominal length

Requested Nominal Length	S1  End Feed	P1  End Feed
12"	10.625"	10.75"
13"	12.625"	12.75"
14"	12.625"	12.75"
15"	14.625"	14.75"
16"	14.625"	14.75"
17"	16.625"	16.75"
18"	16.625"	16.75"
19"	18.625"	18.75"
20"	18.625"	18.75"
21"	20.625"	20.75"
22"	20.625"	20.75"
23"	22.625"	22.75"
24"	22.625"	22.75"
36"	34.625"	34.75"
48"	46.625"	46.75"
60"	58.625"	58.75"
72"	70.625"	70.75"
84"	82.625"	82.75"
96"	94.625"	94.75"

COMPATIBLE POWER SUPPLIES

See power supplies cut sheets for more information. Data subject to change, all data has +/- 5% tolerance.

DIM TO LEVEL	INDOOR		OUTDOOR	
	SW24/1.5-4.0	SW24/5.0, SW-HE, SW-HE+	SW24/1.5-4.0	SW24/5.0, SW-HE, SW-HE+
Dim to Black	Q6M-DC+CAP QTM-DC+CAP iQ-PH iQ-PH+QD1	Q6M-DC+CAP QTM-DC+CAP iQ-PH iQ-PH+QD1	QOM-DC+CAP QOM-PH	QOM-DC+CAP QOM-PH
0.1%	QT-CAB-QZ-PH/0-10V QT-CAB-eLED+0-10V QT-CAB-eLED+0-10V-AWN QTM-eLED+0-10V QTM-eLED+0-10V-AWN QZ-BOWTIE+DIMMER QZ-DMX QZ-PH/0-10V QZ-STICK-PH/0-10V QZLP	QT-CAB-QZ-PH/0-10V QT-CAB-eLED+0-10V QT-CAB-eLED+0-10V-AWN QTM-eLED+0-10V QTM-eLED+0-10V-AWN QZ-BOWTIE+DIMMER QZ-DMX QZ-PH/0-10V QZ-STICK-PH/0-10V QZLP	Q-SET-QZ-DMX Q-SET-QZ-PH/0-10V Q-SET-eLED+0-10V QOM-eLED+0-10V QZ-DMX QZ-PH/0-10V	Q-SET-QZ-DMX Q-SET-QZ-PH/0-10V Q-SET-eLED+0-10V QOM-eLED+0-10V QZ-DMX QZ-PH/0-10V
1%	QT-CAB-eLED+DALI-DT6 QT-CAB-eLED+DALI-DT6-AWN QTM-eLED(E) QTM-eLED+DALI-DT6 QTM-eLED+DALI-DT6-AWN QZ-DALI-DT6	QT-CAB-eLED+DALI-DT6 QT-CAB-eLED+DALI-DT6-AWN QTM-eLED(E) QTM-eLED+DALI-DT6 QTM-eLED+DALI-DT6-AWN QZ-DALI-DT6	Q-SET+QZ-DALI-DT6 QOM-eLED+DALI-DT6 QOM-eLED+PS-DALI-DT6	Q-SET+QZ-DALI-DT6 QOM-eLED+DALI-DT6 QOM-eLED+PS-DALI-DT6
10%	Non-Dim Power Supply with SW App Dongle	Non-Dim Power Supply with SW App Dongle	Q-HEX-mini-DC Q-SET-mLED	

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Q-CAP WURM™ STATIC WHITE

24VDC Flexible Fixtures

DIMMING PROTOCOL	INDOOR		OUTDOOR	
	SW24/1.5-4.0	SW24/5.0, SW-HE, SW-HE+	SW24/1.5-4.0	SW24/5.0, SW-HE, SW-HE+
Non-Dim	QT-CAB-eLED-ND QTM-eLED-ND QZ-ND	QT-CAB-eLED-ND QTM-eLED-ND QZ-ND	Q-SET-QZ-ND Q-SET-eLED-ND QOM-eLED-ND QZ-ND iQ-ND-50-65	Q-SET-QZ-ND Q-SET-eLED-ND QOM-eLED-ND QZ-ND iQ-ND-50-65
Phase	Q6M-DC+CAP QT-CAB-QZ-PH/0-10V QTM-DC+CAP QTM-eLED(E) QZ-BOWTIE+DIMMER QZ-PH/0-10V QZ-STICK-PH/0-10V QZLP iQ-PH iQ-PH+QD1	Q6M-DC+CAP QT-CAB-QZ-PH/0-10V QTM-DC+CAP QTM-eLED(E) QZ-BOWTIE+DIMMER QZ-PH/0-10V QZ-STICK-PH/0-10V QZLP iQ-PH iQ-PH+QD1	Q-HEX-mini-DC Q-SET-QZ-PH/0-10V Q-SET-mLED QOM-DC+CAP QOM-PH QZ-PH/0-10V	Q-SET-QZ-PH/0-10V QOM-DC+CAP QOM-PH QZ-PH/0-10V
0-10V	QT-CAB-QZ-PH/0-10V QT-CAB-eLED+0-10V QT-CAB-eLED+0-10V-AWN QTM-eLED+0-10V QTM-eLED+0-10V-AWN QZ-PH/0-10V QZ-STICK-PH/0-10V QZLP	QT-CAB-QZ-PH/0-10V QT-CAB-eLED+0-10V QT-CAB-eLED+0-10V-AWN QTM-eLED+0-10V QTM-eLED+0-10V-AWN QZ-PH/0-10V QZ-STICK-PH/0-10V QZLP	Q-SET-QZ-PH/0-10V Q-SET-eLED+0-10V QOM-eLED+0-10V QZ-PH/0-10V	Q-SET-QZ-PH/0-10V Q-SET-eLED+0-10V QOM-eLED+0-10V QZ-PH/0-10V
Lutron Athena	QT-CAB-eLED+0-10V-AWN QT-CAB-eLED+DALI-DT6-AWN QTM-eLED+0-10V-AWN QTM-eLED+DALI-DT6-AWN	QT-CAB-eLED+0-10V-AWN QT-CAB-eLED+DALI-DT6-AWN QTM-eLED+0-10V-AWN QTM-eLED+DALI-DT6-AWN		
ECO System	QTM-eLED(E)	QTM-eLED(E)		
DMX	QZ-DMX	QZ-DMX	Q-SET-QZ-DMX QZ-DMX	Q-SET-QZ-DMX QZ-DMX
DALI-2: DT6	QT-CAB-eLED+DALI-DT6 QT-CAB-eLED+DALI-DT6-AWN QTM-eLED+DALI-DT6 QTM-eLED+DALI-DT6-AWN QZ-DALI-DT6	QT-CAB-eLED+DALI-DT6 QT-CAB-eLED+DALI-DT6-AWN QTM-eLED+DALI-DT6 QTM-eLED+DALI-DT6-AWN QZ-DALI-DT6	Q-SET+QZ-DALI-DT6 QOM-eLED+DALI-DT6	Q-SET+QZ-DALI-DT6 QOM-eLED+DALI-DT6
SCENE App Dimmed	Non-Dim Power Supply with SW App Dongle	Non-Dim Power Supply with SW App Dongle		

COMPATIBLE MOUNTING ACCESSORIES

NJ-MEDIUM



J Mounting Bracket

SD-L-MEDIUM



L Mounting Bracket

iQ-QCAP-UNV-CUTTER



QTL recommended FC Cutter

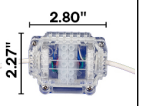
COMPATIBLE WIRING ACCESSORIES

Q-mini-J



UL Listed, miniature junction box, DRY/DMP (WET rated with silicone)

Q-mini-J5



UL Listed, miniature junction box, DRY/DMP (WET rated with silicone)

BARREL-EXT



8ft barrel cable extender DRY ONLY

BARREL FOUR-FER



Splits lead from one to four LED Barrel connector fixtures, DRY/DMP

CON120-EXT



10ft Con cable extender DRY/DMP/WET

CON FOUR-FER



Splits lead from one to four LED Con connectors DRY/DMP/WET

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Specification subject to change. Rev-12-19-24

Q-CAP WURM™ STATIC WHITE

24VDC Flexible Fixtures

COMPATIBLE CONTROL ACCESSORIES

SCENE APP DONGLE



Wi-Fi or Bluetooth Connectivity

COMPATIBLE APPS

NFC APP



Read and write DMX addresses and adjust voltage

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Q-CAP WURM

Flexible Fixtures

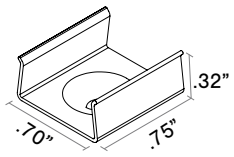
Mounting

NOTE: 2 white snug clips provided per first 12", 1 for each additional 12".
Other mounting styles incur additional charge, see price guide for details.

WSCS:

WHITE SNUG CLIP SMALL

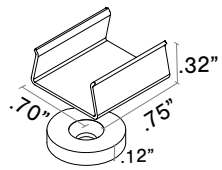
- For indoor/outdoor use
- Surface mounting
- Stainless Steel/Corrosion resistant
- Discrete mounting
- White glossy finish



MCS:

MAGNETIC CLIP SMALL

- For indoor/outdoor use
- Steel clip
- Neodymium magnet
- Easy install
- Easily detachable
- Inaccessible locations such as cove area
- White glossy finish



MOUNTING HARDWARE

- #6 - 5/8" (one provided for each clip)
- 832 Silicone (sold separately)

MOUNTING HARDWARE

- #6 - 1 1/4" (one provided for each clip)
- 832 Silicone (sold separately)

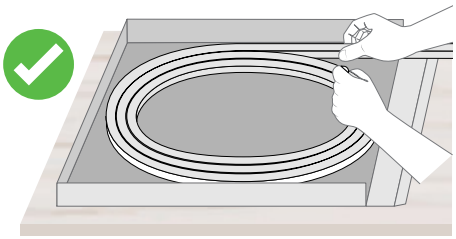
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WURM

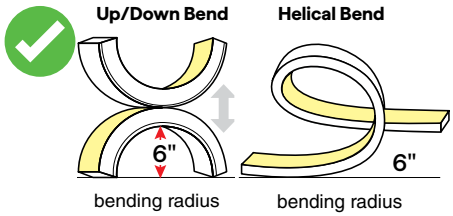
Q-CAP HANDLING INSTRUCTIONS

WARNING: FRAGILE

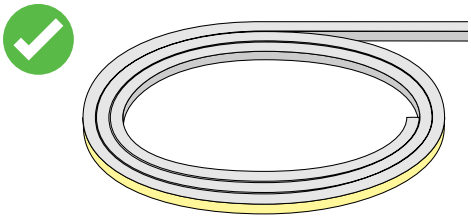
Flexible fixtures contain sensitive electronics, requiring careful handling and installation to preserve their warranty. When unpacking flexible fixtures, handle them gently and test all fixtures upon receiving.



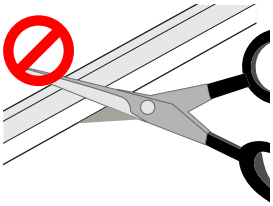
Keep the fixtures flat and supported when removing them from the box. Unroll them carefully on a flat surface and do not bend them against the intended bend direction.



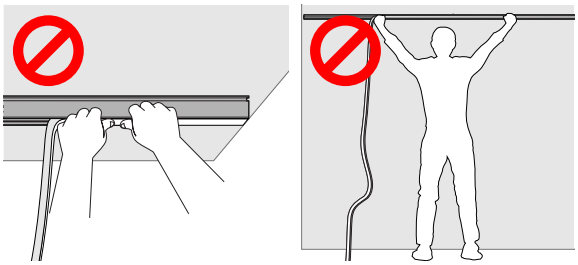
This WURM fixture is omnidirectional and has up/down and helical bending capabilities. Do not bend the fixture more than a 6" radius.



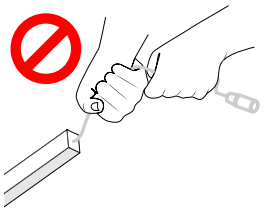
Powering the fixtures prior to installing will warm them up and make them more flexible, preventing damage.



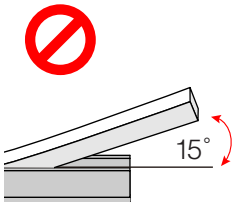
Only FC fixtures are field cuttable. Do not attempt to cut non-FC fixtures. Field modifications void warranty.



Do not let any portion of the fixture hang in any direction during installation. Use two people to install to ensure the fixture does not hang.



Do not grab or pull by the wire feeds.



Do not bend the fixture more than 15 degrees when installing into mounting brackets or channels.

MISHANDLING OF FIXTURES DURING INSTALLATION VOIDS WARRANTY

TEMPERATURE RATINGS

Static White & Static White HE	1.5 W/FT		1.5HE W/FT		3.0 W/FT		3.0HE W/FT		5.0 W/FT		6.0HE W/FT	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Ambient Operating Temp - Surface	-4°F	135°F	-4°F	140°F	-4°F	120°F	-4°F	120°F	-4°F	105°F	-4°F	100°F
Storage Temp	-4°F	140°F	-4°F	140°F	-4°F	140°F	-4°F	140°F	-4°F	140°F	-4°F	140°F
Installation Temp	50°F	100°F	50°F	100°F	50°F	100°F	50°F	100°F	50°F	100°F	50°F	100°F

Tunable & Warm Dim	DW 1.5HE W/FT		DW 2.5HE W/FT	
	Min	Max	Min	Max
Ambient Operating Temp - Surface	-4°F	140°F	-4°F	120°F
Storage Temp	-4°F	140°F	-4°F	140°F
Installation Temp	50°F	100°F	50°F	100°F

RGB	6.0 W/FT	
	Min	Max
Ambient Operating Temp - Surface	-14°F	90°F
Storage Temp	-13°F	176°F
Installation Temp	50°F	100°F

RGBW & RGBW-HE	6.0 W/FT		4.0HE W/FT	
	Min	Max	Min	Max
Ambient Operating Temp - Surface	-4°F	100°F	-4°F	110°F
Storage Temp	-4°F	140°F	-4°F	176°F
Installation Temp	50°F	100°F	50°F	100°F

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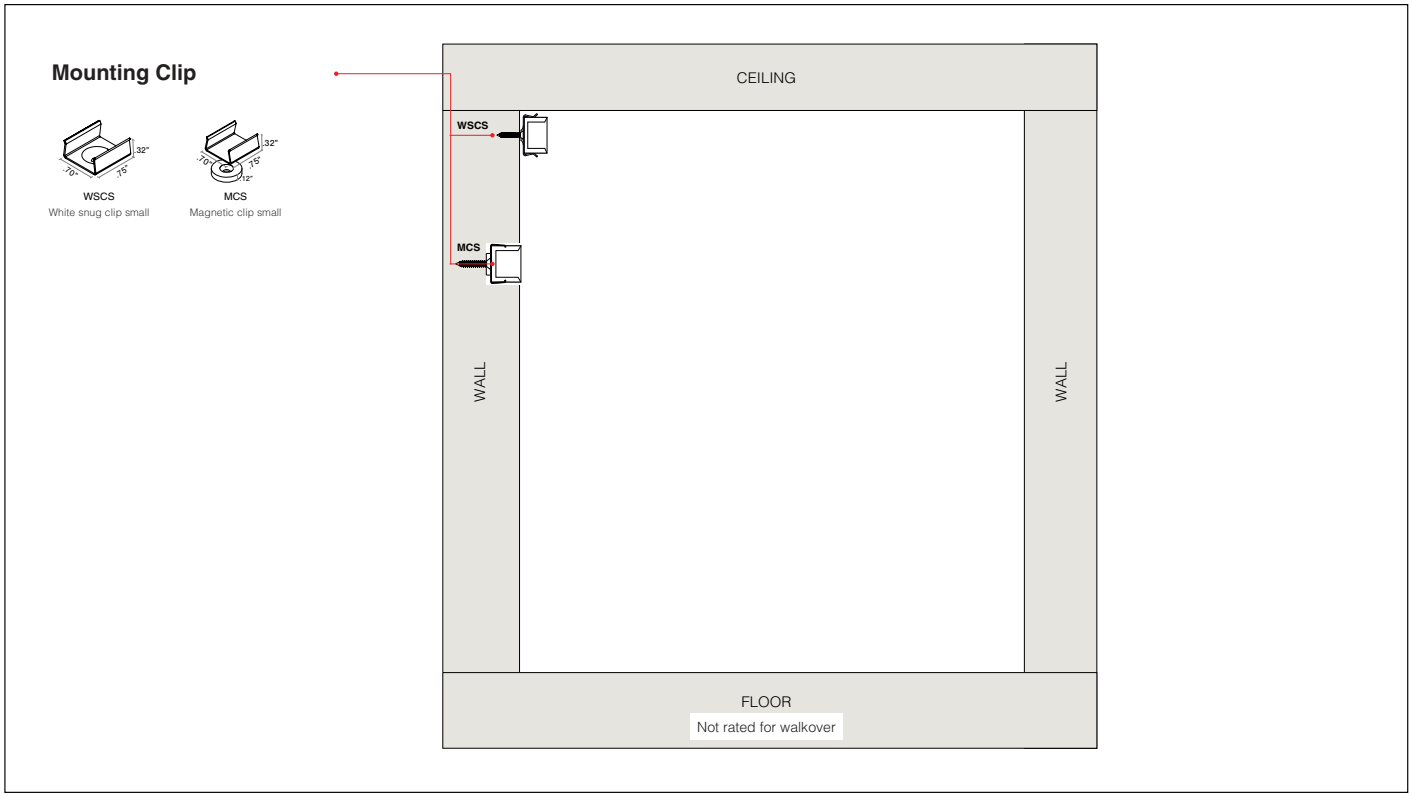
Q-CAP WURM

Q-CAP Flexible Fixtures Installation Instructions

ATTENTION: Please read all instructions BEFORE installation

- Product to be installed by a licensed electrician - Field modifications void warranty
- Use only with Class 2 power supply unit — Warranty only valid with QTL power supplies
- Surface mount or recessed in millwork
- Not rated for walkover
- Input Voltage: 24VDC
- Diagrams for representation only and not to scale.

METHODS OF INSTALLATION



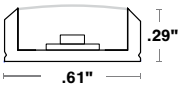
Mounting Method

- WSCS (page 6)
- BN-UD (page 7)
- MCS (page 8)

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Q-CAP WURM

Q-CAP Flexible Fixtures Installation Instructions

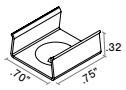
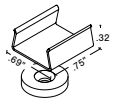


WURM Profile

COMPONENTS & HARDWARE

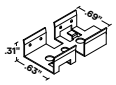
Alternate screw lengths can be used in installation as long as the screw diameter size is consistent with the included screw diameter size

MOUNTING CLIP & MOUNTING CHANNEL

WSCS	MCS
 White snug clip small	 Magnetic clip small (Cove use only)
Included • #6 Flat Screw (one provided for each clip)	**Included** • #6 Flat Screw (one provided for each clip)
• 2 white snug clips provided per first 12", 1 for each additional 12". Other mounting styles incur additional charge, see price guide for details	

SEAMLESS MOUNTING CLIP

STND-QCAP-BN-UD-S



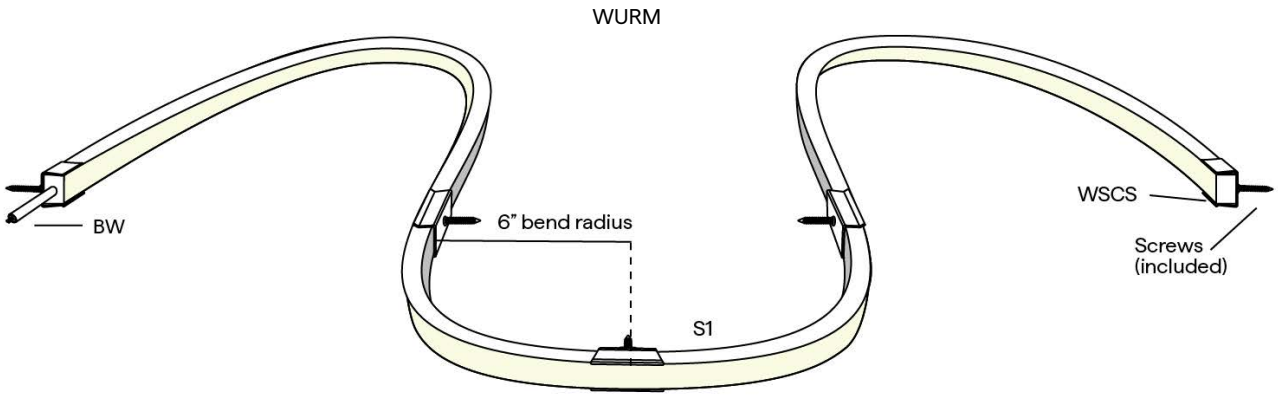
Vertical Flexible Channel

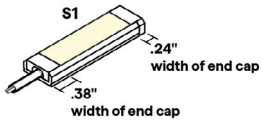
Included

• #4-40 1/2" screws (64 screws for every 16")

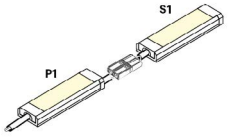
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CONFIGURATION OPTIONS



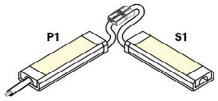


Single End Feed



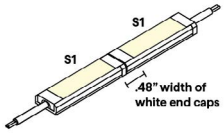
Connection by others

Non-Continuous End Feed

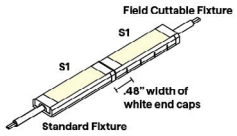


Connection by others

Non-Continuous Corner Feed



Continuous End to End Feed



Field Cuttable - Continuous End to End Feed

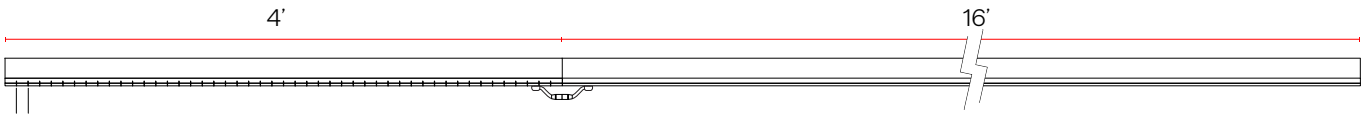
Review wire method to ensure clean installation prior to mounting finished fixture.

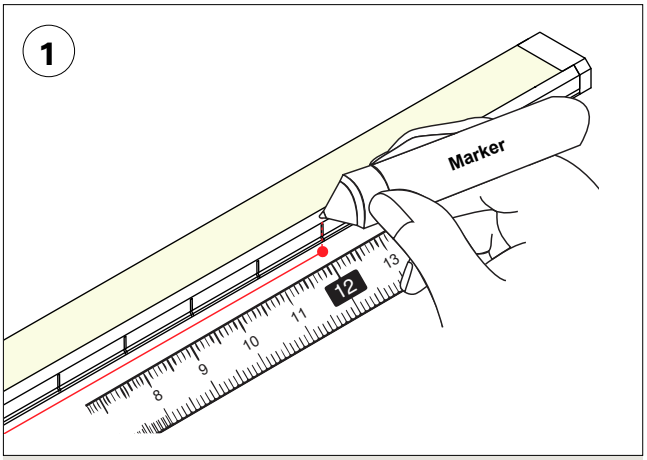
NOTE: Additional wire methods include:
S1: Connector/Wire Input only
P1: Connector/Wire Input and Output

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FIELD CUTTABLE

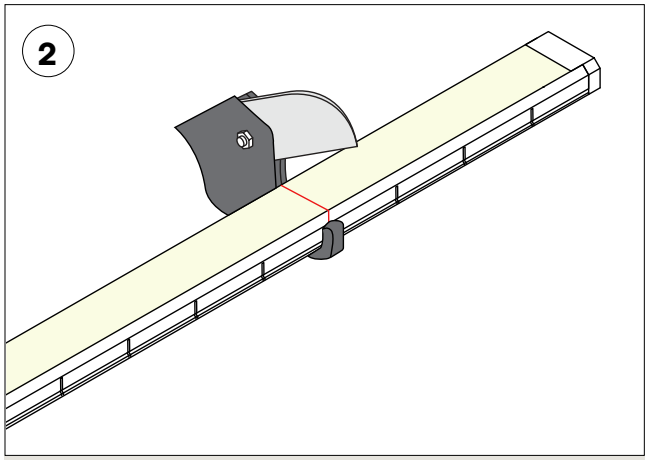
- Field cuttable fixtures are sold in 4' increments and go at the end of a run, allowing easy field adjustment
- Only FC fixtures are field cuttable - DO NOT CUT NON-FIELD CUTTABLE FIXTURES
- Do not attempt to cut while power is on





Mark desired length on field cuttable housing on the cut line.

NOTE: Only Cut on the marked cut lines. Only cut from non-feed end.



Cut with Q-CAP cutter tools (sold separately).

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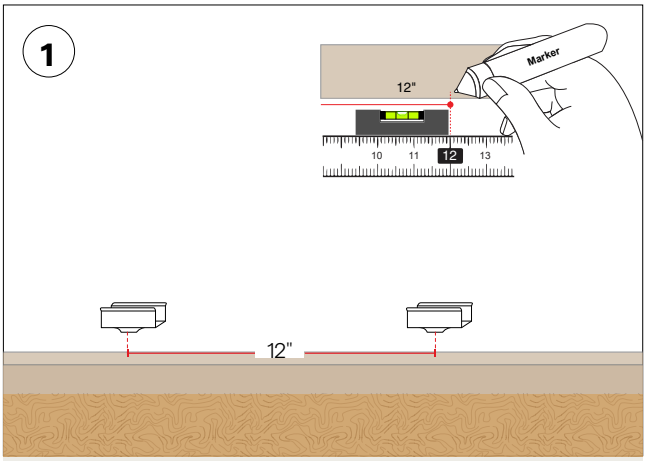
Q-CAP WURM

Q-CAP Flexible Fixtures Installation Instructions

SURFACE MOUNTING METHOD: **WHITE SNUG CLIP SNUG SMALL**

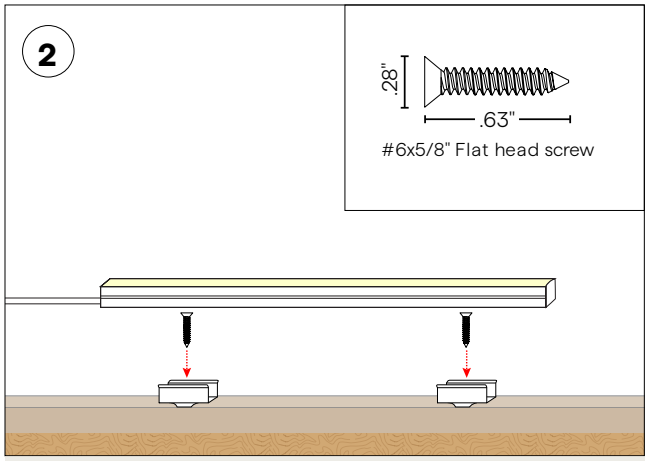
- 2 clips provided per first 12", 1 for each additional 12"

1



Determine the fixture(s) location and positioning on desired surface; evenly distribute clips. Make any necessary reference markings to indicate where each clip is to be secured in place. Recommended every 12".

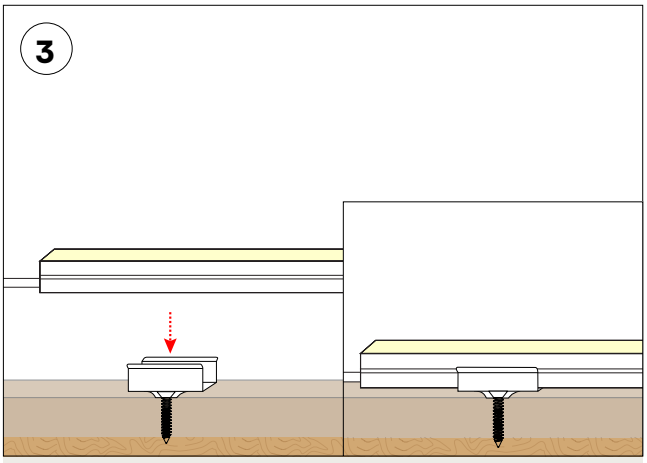
2



- Secure clips using the #6 flat head hardware provided
- Ensure the screw head is flush with the clip's base.

NOTE: Flat head screw type is dependent on surface/application material Alternative flat head screws may be required. Refer to the surface material manufacturer for suggested screw type.

3



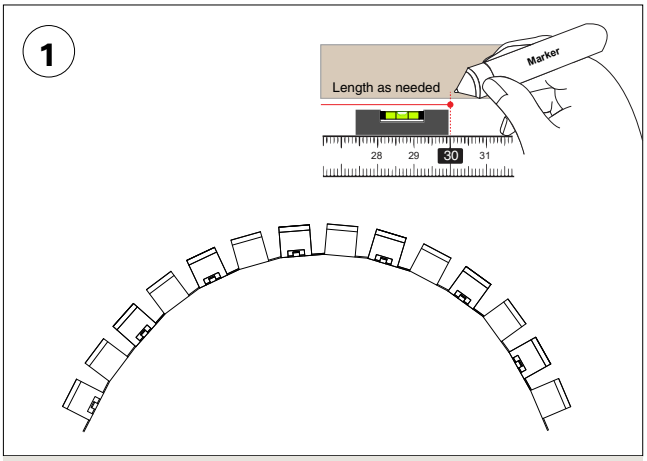
Snap fixture onto clips.

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Q-CAP WURM

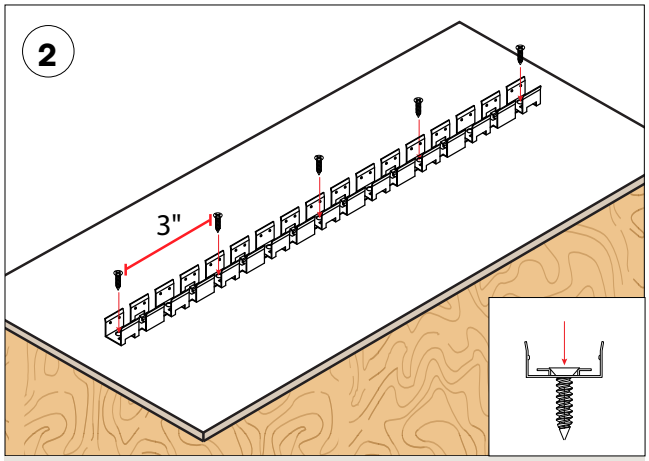
Q-CAP Flexible Fixtures Installation Instructions

SURFACE MOUNTING METHOD: **BN-UD**



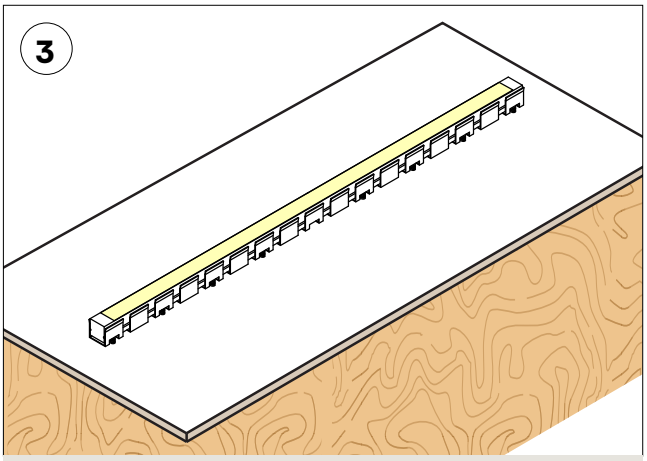
Determine the fixture(s) location and positioning on desired surface and arrange the BENDIT channel into the desired shape. Make any necessary reference markings to indicate where the channel is to be secured in place.

NOTE: The bend of the channel cannot exceed the bend of the fixture, Bending past the recommended amount can damage the fixture, Please see Q-CAP fixture bend radius chart or fixture cut sheet



Use #4 tapping screws to make shape desired while not exceeding fixture bend radius. Recommended 1 screw approximately every 3”

NOTE: Screws should be secured all the way down.



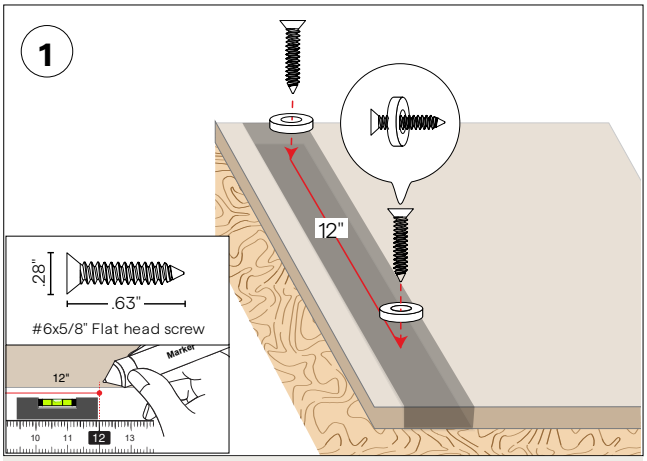
Press fit the fixture into the channel until secure.

Q-CAP Fixture Bend Radius			
Fixture	Vertical Bend	Horizontal Bend	Helical Bend
ANYBEND	9"	9"	-
BOXA	6"	-	-
KURV	-	6"	-
KURV-BK	-	10"	-
LUME	6"	-	-
NEXUS	4"	-	4"
WALA	-	6"	-
WAVE	6"	-	-
WURM	6"	-	6"
ZALA	-	6"	-

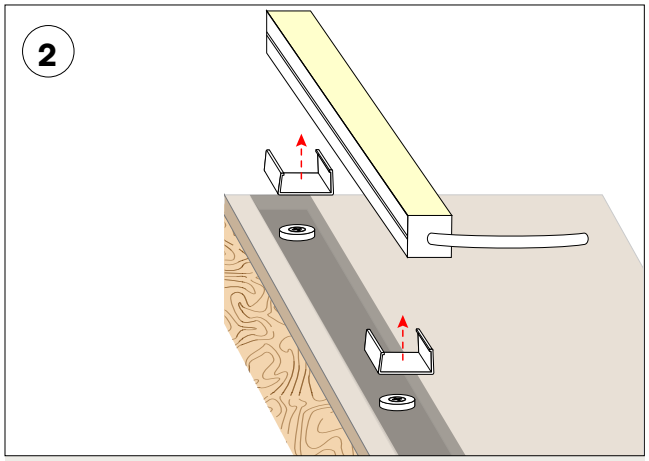
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RECESSED MOUNTING METHOD: **MAGNETIC CLIP SMALL**

- 2 clips provided per first 12", 1 for each additional 12"

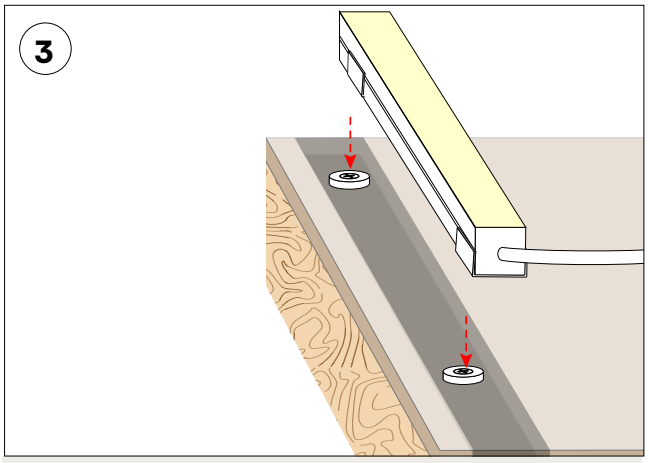


Determine the fixture(s) location and positioning on desired surface; evenly distribute clips. Make any necessary reference markings to indicate where each clip is to be secured in place. Recommended every 12".



Attach clips to fixture matching magnet distances.

NOTE: Flat head screw type is dependent on surface/application material. Alternative flat head screws may be required. Refer to the surface material manufacturer for suggested screw type.



Align and snap fixture to magnetic rings.

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Q-CAP WURM-SW

Flexible Fixtures Color Data

WURM-SW-DRY-24-5.0-ENC/CL

2366 K

CRI: 93.6

CRI R9: 67.0

TM30 Rf: 90.3

TM30 Rg: 103.7

CQS: 86.2

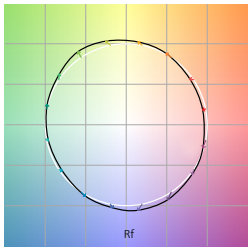
X: 0.485

Y: 0.408

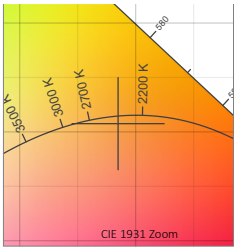
U: 0.280

V: 0.353

Δuv: -0.0024







R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	R11	R12	R13	R14	R15
94.9	97.0	96.0	93.8	94.0	96.4	92.1	84.3	67.0	90.7	94.3	86.3	95.7	96.3	91.4
Q1	**Q2**	**Q3**	**Q4**	**Q5**	**Q6**	**Q7**	**Q8**	**Q9**	**Q10**	**Q11**	**Q12**	**Q13**	**Q14**	**Q15**
84.7	92.3	84.5	85.3	88.5	85.2	80.3	84.2	93.8	88.5	87.8	87.4	88.0	86.6	85.5
C1	**C2**	**C3**	**C4**	**C5**	**C6**	**C7**	**C8**	**C9**	**C10**	**C11**	**C12**	**C13**	**C14**	**C15**	**C16**
92.1	91.7	84.1	90.0	91.7	89.3	89.1	91.7	95.2	92.4	89.1	89.2	90.0	85.4	91.7	87.5

TM30

Hue Bin	R_f	Chroma	Hue
1	92	-4%	-1%
2	92	-3%	4%
3	84	1%	8%
4	90	3%	6%
5	92	6%	5%
6	89	8%	0%
7	89	3%	-6%
8	92	1%	-6%
9	95	-2%	-1%
10	92	-3%	3%
11	89	1%	7%
12	89	4%	4%
13	90	6%	-6%
14	85	5%	-9%
15	92	2%	-6%
16	87	-2%	-9%

WURM-SW-DRY-27-5.0-ENC/CL

2807 K

CRI: 97.6

CRI R9: 95.1

TM30 Rf: 95.4

TM30 Rg: 102.0

CQS: 95.3

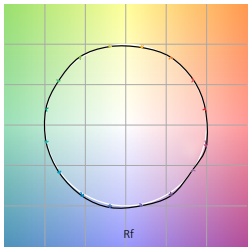
X: 0.449

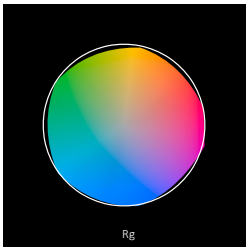
Y: 0.403

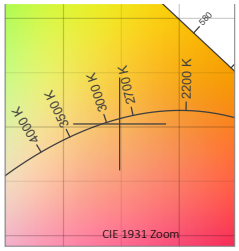
U: 0.259

V: 0.348

Δuv: -0.0019







R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	R11	R12	R13	R14	R15
96.9	98.7	96.4	97.2	97.5	97.0	99.8	97.5	95.1	99.1	94.9	87.2	97.2	96.9	96.9
Q1	**Q2**	**Q3**	**Q4**	**Q5**	**Q6**	**Q7**	**Q8**	**Q9**	**Q10**	**Q11**	**Q12**	**Q13**	**Q14**	**Q15**
95.0	97.0	92.3	93.3	96.3	96.4	93.5	96.1	96.7	96.5	97.1	97.8	97.8	95.7	95.7
C1	**C2**	**C3**	**C4**	**C5**	**C6**	**C7**	**C8**	**C9**	**C10**	**C11**	**C12**	**C13**	**C14**	**C15**	**C16**
97.1	98.1	96.9	95.4	95.8	96.7	93.9	98.3	96.1	93.5	92.5	93.5	96.5	94.8	95.4	91.9

TM30

Hue Bin	R_f	Chroma	Hue
1	97	0%	0%
2	98	1%	0%
3	97	1%	0%
4	95	-2%	-1%
5	96	-1%	1%
6	97	2%	1%
7	94	-1%	2%
8	98	1%	0%
9	96	1%	2%
10	93	1%	4%
11	93	3%	5%
12	94	4%	1%
13	97	2%	-2%
14	95	4%	-2%
15	95	0%	0%
16	92	3%	-6%

WURM-SW-DRY-30-5.0-ENC/CL

2935 K

CRI: 97.7

CRI R9: 95.8

TM30 Rf: 93.9

TM30 Rg: 102.6

CQS: 93.1

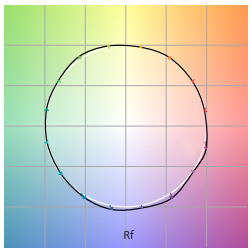
X: 0.438

Y: 0.398

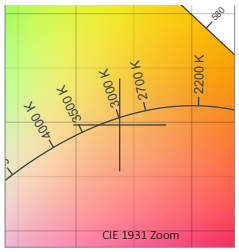
U: 0.254

V: 0.346

Δuv: -0.0027







R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	R11	R12	R13	R14	R15
99.5	98.6	94.6	97.5	98.7	96.5	98.0	98.4	95.8	94.7	96.3	83.2	99.6	95.9	99.5
Q1	**Q2**	**Q3**	**Q4**	**Q5**	**Q6**	**Q7**	**Q8**	**Q9**	**Q10**	**Q11**	**Q12**	**Q13**	**Q14**	**Q15**
96.8	97.7	87.8	89.0	94.0	93.7	89.7	93.6	96.0	93.6	93.8	94.8	96.0	96.2	96.8
C1	**C2**	**C3**	**C4**	**C5**	**C6**	**C7**	**C8**	**C9**	**C10**	**C11**	**C12**	**C13**	**C14**	**C15**	**C16**
97.0	97.2	93.3	94.0	94.2	94.6	94.4	97.0	96.5	91.3	88.9	90.6	95.5	92.7	95.7	89.8

TM30

Hue Bin	R_f	Chroma	Hue
1	97	-1%	0%
2	97	-1%	1%
3	93	0%	3%
4	94	-1%	2%
5	94	1%	3%
6	95	4%	0%
7	94	0%	-1%
8	97	0%	-2%
9	97	-1%	2%
10	91	-1%	6%
11	89	2%	8%
12	91	5%	4%
13	96	3%	0%
14	93	6%	-2%
15	96	1%	-1%
16	90	3%	-8%

NOTES:
- CRI R values, only R1-R8 are used to calculate RA CRI values
- TM30 C values, 16 binned values out of total of 99 C values
- CQS Q values
- Data subject to change, all data has +/- 5% tolerance

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Specification subject to change. Rev-03-10-24

Q-CAP WURM-SW

Flexible Fixtures Color Data

WURM-SW-DRY-35-5.0-ENC/CL

3504 K

CRI: 96.1

CRI R9: 90.9

TM30 Rf: 91.6

TM30 Rg: 99.1

CQS: 95.6

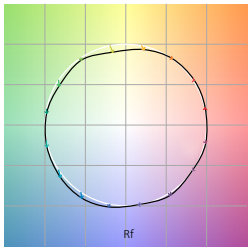
X: 0.403

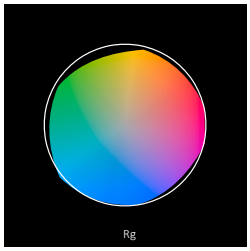
Y: 0.385

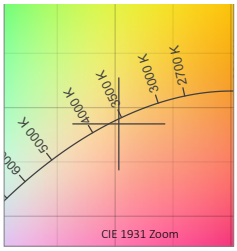
U: 0.237

V: 0.339

Δuv: -0.0021







R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	R11	R12	R13	R14	R15
95.1	96.4	99.3	96.8	95.4	94.5	96.0	95.3	90.9	94.6	97.1	78.8	95.0	98.5	93.9
Q1	**Q2**	**Q3**	**Q4**	**Q5**	**Q6**	**Q7**	**Q8**	**Q9**	**Q10**	**Q11**	**Q12**	**Q13**	**Q14**	**Q15**
90.7	96.7	94.8	93.0	93.5	94.8	99.6	99.7	98.9	99.1	99.1	98.4	98.8	96.8	94.2
C1	**C2**	**C3**	**C4**	**C5**	**C6**	**C7**	**C8**	**C9**	**C10**	**C11**	**C12**	**C13**	**C14**	**C15**	**C16**
93.7	95.5	94.9	90.5	89.8	95.4	89.1	92.6	89.1	86.8	89.5	92.6	94.2	93.1	90.8	90.5

TM30			
Hue Bin	R_f	Chroma	Hue
1	94	0%	2%
2	96	1%	-1%
3	95	0%	-2%
4	91	-4%	-4%
5	90	-8%	-2%
6	95	-3%	1%
7	89	-5%	6%
8	93	-1%	5%
9	89	1%	7%
10	87	3%	9%
11	89	5%	5%
12	93	4%	-1%
13	94	0%	-4%
14	93	3%	-3%
15	91	0%	-1%
16	91	1%	-3%

WURM-SW-DRY-40-5.0-ENC/CL

4074 K

CRI: 96.3

CRI R9: 91.6

TM30 Rf: 91.4

TM30 Rg: 99.5

CQS: 94.5

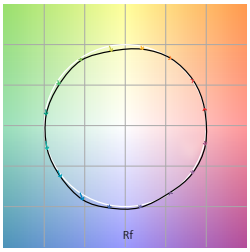
X: 0.375

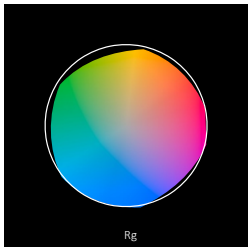
Y: 0.365

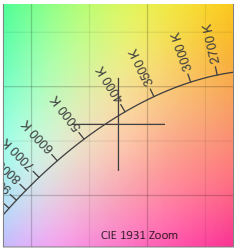
U: 0.226

V: 0.330

Δuv: -0.0038







R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	R11	R12	R13	R14	R15
95.8	96.8	98.4	97.1	95.8	94.7	96.1	95.9	91.6	96.2	98.8	74.7	95.8	98.3	93.5
Q1	**Q2**	**Q3**	**Q4**	**Q5**	**Q6**	**Q7**	**Q8**	**Q9**	**Q10**	**Q11**	**Q12**	**Q13**	**Q14**	**Q15**
91.6	98.0	90.8	88.5	91.3	94.4	98.5	98.7	98.1	98.9	98.1	99.0	99.1	96.8	94.8
C1	**C2**	**C3**	**C4**	**C5**	**C6**	**C7**	**C8**	**C9**	**C10**	**C11**	**C12**	**C13**	**C14**	**C15**	**C16**
93.4	95.5	95.9	92.0	90.4	95.3	92.1	90.4	87.1	86.5	87.2	93.5	93.3	94.5	89.7	89.7

TM30			
Hue Bin	R_f	Chroma	Hue
1	93	0%	2%
2	96	1%	0%
3	96	0%	-1%
4	92	-3%	-3%
5	90	-7%	-2%
6	95	-3%	1%
7	92	-4%	3%
8	90	-2%	6%
9	87	0%	10%
10	87	1%	9%
11	87	5%	7%
12	94	4%	0%
13	93	3%	-2%
14	95	-1%	0%
15	90	2%	-3%
16	90	2%	-4%

NOTES:
- CRI R values, only R1-R8 are used to calculate RA CRI values
- TM30 C values, 16 binned values out of total of 99 C values
- CQS Q values
- Data subject to change, all data has +/- 5% tolerance

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Specification subject to change. Rev-03-10-24

Q-CAP WURM-SW

Flexible Fixtures Color Data

WURM-SW-DRY-24-5.0-ENC/TL

2303 K

CRI: 93.2

CRI R9: 65.3

TM30 Rf: 90.7

TM30 Rg: 103.0

CQS: 85.8

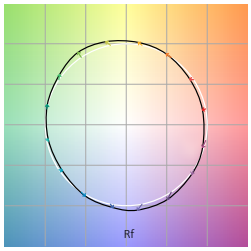
X: 0.493

Y: 0.411

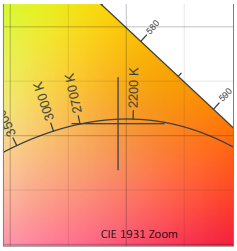
U: 0.284

V: 0.355

Δuv: -0.0014







R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	R11	R12	R13	R14	R15
94.3	96.6	95.9	93.7	93.4	96.3	92.2	83.6	65.3	89.8	94.5	85.9	95.0	96.2	90.5
Q1	**Q2**	**Q3**	**Q4**	**Q5**	**Q6**	**Q7**	**Q8**	**Q9**	**Q10**	**Q11**	**Q12**	**Q13**	**Q14**	**Q15**
83.8	91.1	84.5	85.1	87.6	84.7	80.7	84.2	93.0	88.3	87.8	87.6	88.0	85.4	84.3
C1	**C2**	**C3**	**C4**	**C5**	**C6**	**C7**	**C8**	**C9**	**C10**	**C11**	**C12**	**C13**	**C14**	**C15**	**C16**
91.8	91.7	85.0	90.8	92.4	90.3	89.9	92.4	95.3	92.4	90.0	89.3	89.9	85.5	91.9	87.7

TM30

Hue Bin	R_f	Chroma	Hue
1	92	-4%	0%
2	92	-4%	3%
3	85	0%	7%
4	91	3%	5%
5	92	5%	5%
6	90	7%	0%
7	90	3%	-6%
8	92	0%	-5%
9	95	-2%	-1%
10	92	-3%	3%
11	90	1%	7%
12	89	4%	4%
13	90	6%	-7%
14	85	5%	-9%
15	92	1%	-6%
16	88	-2%	-9%

WURM-SW-DRY-27-5.0-ENC/TL

2669 K

CRI: 97.7

CRI R9: 96.7

TM30 Rf: 95.7

TM30 Rg: 101.4

CQS: 95.4

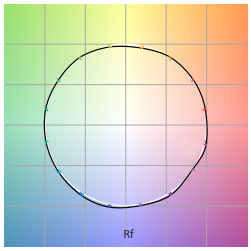
X: 0.462

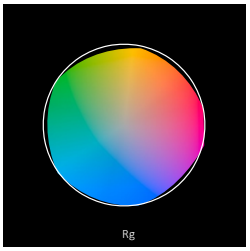
Y: 0.409

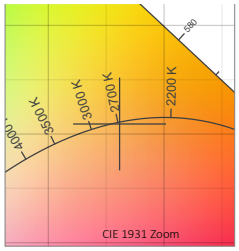
U: 0.264

V: 0.351

Δuv: -0.0006







R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	R11	R12	R13	R14	R15
97.0	99.1	95.9	96.8	97.5	97.5	99.6	97.8	96.7	99.7	94.4	88.9	97.3	96.5	97.6
Q1	**Q2**	**Q3**	**Q4**	**Q5**	**Q6**	**Q7**	**Q8**	**Q9**	**Q10**	**Q11**	**Q12**	**Q13**	**Q14**	**Q15**
94.0	96.2	93.3	94.3	96.4	96.3	94.5	96.7	96.1	96.7	97.2	96.2	96.2	95.7	95.2
C1	**C2**	**C3**	**C4**	**C5**	**C6**	**C7**	**C8**	**C9**	**C10**	**C11**	**C12**	**C13**	**C14**	**C15**	**C16**
97.2	97.9	97.1	95.0	96.4	96.5	96.1	98.0	96.1	94.3	93.6	94.0	96.4	95.2	95.3	92.7

TM30

Hue Bin	R_f	Chroma	Hue
1	97	0%	0%
2	98	1%	-1%
3	97	0%	0%
4	95	-3%	-2%
5	96	-1%	1%
6	96	1%	2%
7	96	0%	2%
8	98	1%	0%
9	96	1%	2%
10	94	1%	4%
11	94	3%	4%
12	94	3%	0%
13	96	1%	-2%
14	95	3%	-2%
15	95	-1%	0%
16	93	2%	-5%

WURM-SW-DRY-30-5.0-ENC/TL

2958 K

CRI: 96.6

CRI R9: 91.0

TM30 Rf: 93.5

TM30 Rg: 101.2

CQS: 93.3

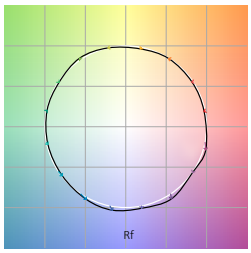
X: 0.440

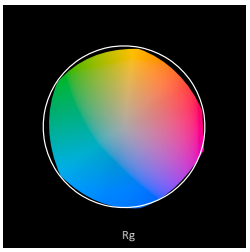
Y: 0.405

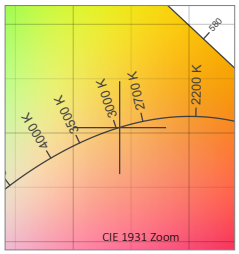
U: 0.252

V: 0.348

Δuv: -0.0002







R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	R11	R12	R13	R14	R15
97.9	97.0	93.5	97.5	96.4	94.8	98.5	97.0	91.0	90.9	96.7	78.6	97.7	95.3	97.4
Q1	**Q2**	**Q3**	**Q4**	**Q5**	**Q6**	**Q7**	**Q8**	**Q9**	**Q10**	**Q11**	**Q12**	**Q13**	**Q14**	**Q15**
95.6	97.6	87.8	88.5	92.9	93.6	91.3	94.7	95.6	94.1	94.7	96.0	97.0	96.0	95.9
C1	**C2**	**C3**	**C4**	**C5**	**C6**	**C7**	**C8**	**C9**	**C10**	**C11**	**C12**	**C13**	**C14**	**C15**	**C16**
96.1	96.9	93.8	93.7	94.2	96.0	94.1	97.9	95.1	89.4	87.6	90.3	95.9	92.5	95.4	89.1

TM30

Hue Bin	R_f	Chroma	Hue
1	96	-1%	0%
2	97	-1%	1%
3	94	0%	3%
4	94	-2%	1%
5	94	0%	3%
6	96	2%	0%
7	94	-1%	0%
8	98	-1%	-1%
9	95	-1%	3%
10	89	-1%	7%
11	88	2%	9%
12	90	4%	4%
13	96	3%	0%
14	93	6%	-3%
15	95	0%	-1%
16	89	3%	-9%

NOTES:
- CRI R values, only R1-R8 are used to calculate RA CRI values
- TM30 C values, 16 binned values out of total of 99 C values
- CQS Q values
- Data subject to change, all data has +/- 5% tolerance

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Q-CAP WURM-SW

Flexible Fixtures Color Data

WURM-SW-DRY-35-5.0-ENC/TL

3500 K

CRI: 96.3

CRI R9: 92.2

TM30 Rf: 91.9

TM30 Rg: 99.3

CQS: 95.7

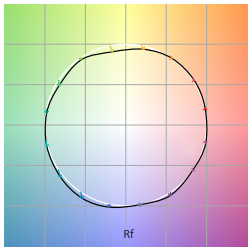
X: 0.403

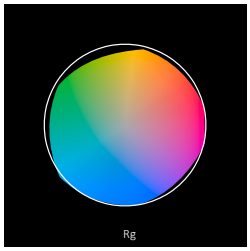
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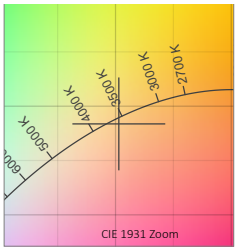
U: 0.237

V: 0.339

Δuv: -0.0026







R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	R11	R12	R13	R14	R15
95.4	96.5	99.2	97.2	95.6	94.5	96.2	95.9	92.2	94.8	97.4	78.9	95.2	98.5	94.2
Q1	**Q2**	**Q3**	**Q4**	**Q5**	**Q6**	**Q7**	**Q8**	**Q9**	**Q10**	**Q11**	**Q12**	**Q13**	**Q14**	**Q15**
91.3	97.1	94.2	92.5	93.5	95.3	99.6	99.4	99.1	99.5	99.7	99.1	99.4	96.8	94.5
C1	**C2**	**C3**	**C4**	**C5**	**C6**	**C7**	**C8**	**C9**	**C10**	**C11**	**C12**	**C13**	**C14**	**C15**	**C16**
93.9	95.8	95.4	91.3	90.4	95.9	89.8	93.0	89.5	87.1	89.4	92.6	94.3	93.0	90.8	90.6

TM30			
Hue Bin	R_f	Chroma	Hue
1	94	0%	2%
2	96	1%	-1%
3	95	0%	-2%
4	91	-4%	-4%
5	90	-8%	-2%
6	96	-2%	1%
7	90	-4%	5%
8	93	-1%	5%
9	90	1%	7%
10	87	3%	9%
11	89	5%	5%
12	93	4%	-1%
13	94	0%	-4%
14	93	3%	-3%
15	91	0%	-1%
16	91	1%	-3%

WURM-SW-DRY-40-5.0-ENC/TL

4039 K

CRI: 96.8

CRI R9: 97.7

TM30 Rf: 91.0

TM30 Rg: 98.3

CQS: 94.3

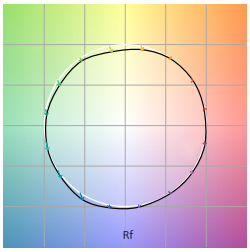
X: 0.378

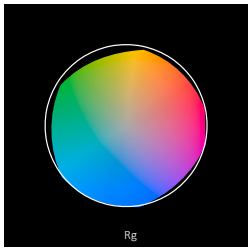
Y: 0.372

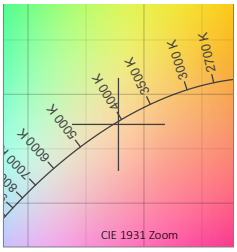
U: 0.225

V: 0.333

Δuv: -0.0014







R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	R11	R12	R13	R14	R15
97.7	98.3	98.6	95.9	96.2	96.0	95.6	96.1	97.7	99.1	98.0	73.7	97.9	98.5	95.3
Q1	**Q2**	**Q3**	**Q4**	**Q5**	**Q6**	**Q7**	**Q8**	**Q9**	**Q10**	**Q11**	**Q12**	**Q13**	**Q14**	**Q15**
90.6	97.0	91.5	88.5	90.6	92.9	98.6	98.5	98.8	99.3	98.6	99.4	99.6	97.5	95.1
C1	**C2**	**C3**	**C4**	**C5**	**C6**	**C7**	**C8**	**C9**	**C10**	**C11**	**C12**	**C13**	**C14**	**C15**	**C16**
93.3	95.9	96.2	91.5	89.6	94.4	90.9	89.6	86.3	85.6	87.2	92.9	92.7	94.3	89.1	89.3

TM30			
Hue Bin	R_f	Chroma	Hue
1	93	-1%	2%
2	96	0%	0%
3	96	0%	-1%
4	91	-4%	-3%
5	90	-7%	-2%
6	94	-4%	1%
7	91	-5%	4%
8	90	-2%	6%
9	86	0%	10%
10	86	1%	9%
11	87	5%	7%
12	93	3%	0%
13	93	2%	-4%
14	94	1%	-1%
15	89	1%	-4%
16	89	1%	-4%

NOTES:
- CRI R values, only R1-R8 are used to calculate RA CRI values
- TM30 C values, 16 binned values out of total of 99 C values
- CQS Q values
- Data subject to change, all data has +/- 5% tolerance

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Specification subject to change. Rev-03-10-24

Q-CAP WURM-SW-HE

Flexible Fixtures Color Data

WURM-SW-DRY-24-6.0HE-ENC/CL

2389 K

CRI: 92.8

CRI R9: 65.8

TM30 Rf: 90.8

TM30 Rg: 102.3

CQS: 87.3

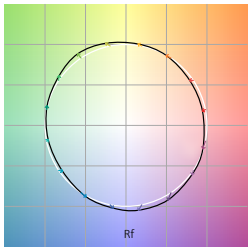
X: 0.487

Y: 0.415

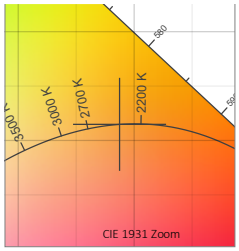
U: 0.278

V: 0.355

Δuv: 0.0001







R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	R11	R12	R13	R14	R15
93.8	95.3	93.9	94.0	92.5	94.3	93.5	84.8	65.8	86.8	94.5	80.6	94.2	95.1	90.1
Q1	**Q2**	**Q3**	**Q4**	**Q5**	**Q6**	**Q7**	**Q8**	**Q9**	**Q10**	**Q11**	**Q12**	**Q13**	**Q14**	**Q15**
85.5	92.8	84.8	86.0	87.9	84.9	82.9	87.2	93.9	89.5	90.0	90.6	90.9	86.1	85.5
C1	**C2**	**C3**	**C4**	**C5**	**C6**	**C7**	**C8**	**C9**	**C10**	**C11**	**C12**	**C13**	**C14**	**C15**	**C16**
91.9	92.3	86.2	91.0	92.8	91.0	90.7	93.2	94.8	91.6	88.8	88.3	91.0	86.0	92.1	87.0

TM30			
Hue Bin	R_f	Chroma	Hue
1	92	-4%	-1%
2	92	-4%	3%
3	86	-1%	7%
4	91	1%	5%
5	93	4%	5%
6	91	7%	0%
7	91	3%	-5%
8	93	0%	-5%
9	95	-2%	-1%
10	92	-3%	4%
11	89	1%	8%
12	88	3%	4%
13	91	6%	-5%
14	86	5%	-8%
15	92	2%	-5%
16	87	-1%	-10%

WURM-SW-DRY-27-6.0HE-ENC/CL

2780 K

CRI: 95.5

CRI R9: 92.7

TM30 Rf: 94.2

TM30 Rg: 102.5

CQS: 95.1

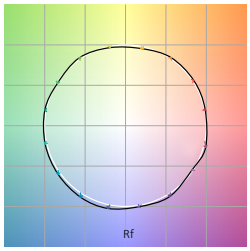
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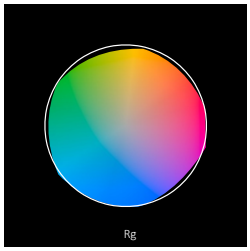
Y: 0.396

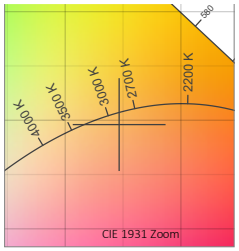
U: 0.260

V: 0.346

Δuv: -0.0044







R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	R11	R12	R13	R14	R15
93.8	95.4	98.6	95.2	93.7	91.9	97.9	97.2	92.7	92.3	91.6	83.8	93.5	98.1	94.3
Q1	**Q2**	**Q3**	**Q4**	**Q5**	**Q6**	**Q7**	**Q8**	**Q9**	**Q10**	**Q11**	**Q12**	**Q13**	**Q14**	**Q15**
93.7	96.0	93.4	94.5	96.8	96.3	93.5	95.5	97.5	97.3	97.4	97.7	97.4	93.4	94.0
C1	**C2**	**C3**	**C4**	**C5**	**C6**	**C7**	**C8**	**C9**	**C10**	**C11**	**C12**	**C13**	**C14**	**C15**	**C16**
95.8	96.7	95.3	93.7	95.5	96.1	92.2	97.0	94.2	93.0	92.6	91.9	94.0	93.3	93.8	90.8

TM30			
Hue Bin	R_f	Chroma	Hue
1	96	1%	1%
2	97	1%	0%
3	95	1%	0%
4	94	-2%	-3%
5	95	-1%	0%
6	96	2%	1%
7	92	-1%	3%
8	97	2%	0%
9	94	2%	3%
10	93	3%	4%
11	93	4%	4%
12	92	5%	-2%
13	94	2%	-4%
14	93	3%	-4%
15	94	-1%	1%
16	91	2%	-7%

WURM-SW-DRY-30-6.0HE-ENC/CL

2975 K

CRI: 96.4

CRI R9: 93.0

TM30 Rf: 93.0

TM30 Rg: 103.1

CQS: 92.4

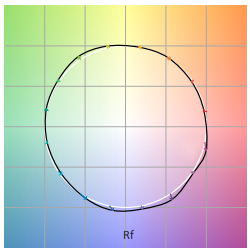
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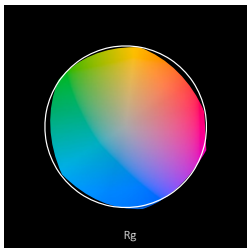
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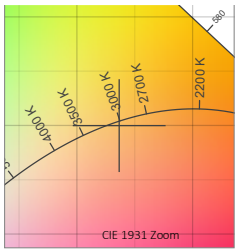
U: 0.252

V: 0.346

Δuv: -0.0016







R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	R11	R12	R13	R14	R15
98.6	97.0	92.6	96.4	97.2	94.7	97.2	97.5	93.0	90.8	95.5	79.5	98.2	94.8	98.6
Q1	**Q2**	**Q3**	**Q4**	**Q5**	**Q6**	**Q7**	**Q8**	**Q9**	**Q10**	**Q11**	**Q12**	**Q13**	**Q14**	**Q15**
96.1	97.6	86.2	88.5	93.2	91.4	88.6	93.6	95.3	92.7	93.5	95.0	96.4	96.4	96.1
C1	**C2**	**C3**	**C4**	**C5**	**C6**	**C7**	**C8**	**C9**	**C10**	**C11**	**C12**	**C13**	**C14**	**C15**	**C16**
96.5	96.9	92.0	92.9	93.6	93.0	94.7	95.8	96.3	91.1	87.4	88.9	94.7	91.6	95.0	88.5

TM30			
Hue Bin	R_f	Chroma	Hue
1	97	-1%	-1%
2	97	-1%	1%
3	92	0%	4%
4	93	0%	3%
5	94	2%	3%
6	93	5%	0%
7	95	1%	-2%
8	96	0%	-3%
9	96	-1%	1%
10	91	-2%	5%
11	87	1%	9%
12	89	5%	5%
13	95	4%	1%
14	92	7%	-2%
15	95	2%	-2%
16	88	3%	-9%

NOTES:
- CRI R values, only R1-R8 are used to calculate RA CRI values
- TM30 C values, 16 binned values out of total of 99 C values
- CQS Q values
- Data subject to change, all data has +/- 5% tolerance

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Specification subject to change. Rev-03-10-24

Q-CAP WURM-SW-HE

Flexible Fixtures Color Data

WURM-SW-DRY-35-6.0HE-ENC/CL

3555 K

CRI: 98.0

CRI R9: 98.7

TM30 Rf: 92.9

TM30 Rg: 99.5

CQS: 96.0

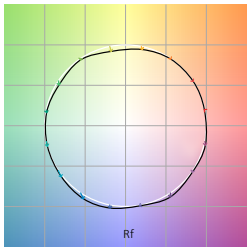
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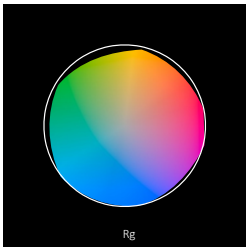
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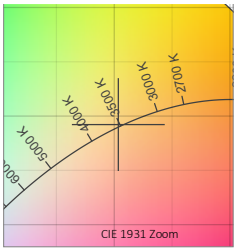
U: 0.234

V: 0.341

Δuv: 0.0010







R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	R11	R12	R13	R14	R15
98.7	99.5	96.1	98.8	97.9	97.2	98.2	97.9	98.7	97.0	98.4	76.9	99.0	97.0	97.1
Q1	**Q2**	**Q3**	**Q4**	**Q5**	**Q6**	**Q7**	**Q8**	**Q9**	**Q10**	**Q11**	**Q12**	**Q13**	**Q14**	**Q15**
92.8	98.2	92.5	91.9	94.6	97.0	98.6	99.6	98.2	98.1	98.9	98.4	98.5	98.6	96.5
C1	**C2**	**C3**	**C4**	**C5**	**C6**	**C7**	**C8**	**C9**	**C10**	**C11**	**C12**	**C13**	**C14**	**C15**	**C16**
95.1	97.3	96.5	93.2	91.6	96.8	92.7	94.7	91.5	87.9	88.6	92.7	95.8	92.9	91.3	90.8

TM30

Hue Bin	R_f	Chroma	Hue
1	95	0%	1%
2	97	0%	-1%
3	97	0%	-1%
4	93	-4%	-2%
5	92	-6%	-1%
6	97	-1%	1%
7	93	-4%	4%
8	95	-1%	3%
9	92	0%	6%
10	88	1%	8%
11	89	4%	7%
12	93	4%	1%
13	96	1%	-2%
14	93	4%	-3%
15	91	1%	-2%
16	91	2%	-4%

WURM-SW-DRY-40-6.0HE-ENC/CL

4002 K

CRI: 97.2

CRI R9: 98.1

TM30 Rf: 91.2

TM30 Rg: 98.2

CQS: 94.8

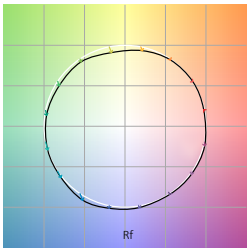
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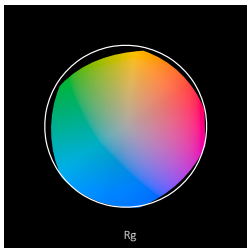
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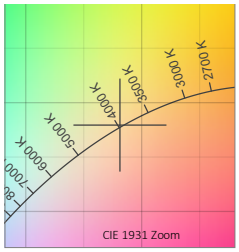
U: 0.225

V: 0.335

Δuv: 0.0010







R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	R11	R12	R13	R14	R15
98.5	99.6	97.4	96.5	96.5	96.6	96.4	96.4	98.1	97.8	98.6	72.7	98.8	97.8	95.8
Q1	**Q2**	**Q3**	**Q4**	**Q5**	**Q6**	**Q7**	**Q8**	**Q9**	**Q10**	**Q11**	**Q12**	**Q13**	**Q14**	**Q15**
90.7	97.0	91.8	89.6	91.8	93.9	98.8	99.0	98.2	97.8	99.4	99.0	99.0	98.2	95.4
C1	**C2**	**C3**	**C4**	**C5**	**C6**	**C7**	**C8**	**C9**	**C10**	**C11**	**C12**	**C13**	**C14**	**C15**	**C16**
93.8	96.6	96.1	91.5	89.6	94.4	91.3	90.2	87.0	86.2	87.3	92.9	93.0	94.4	89.1	89.4

TM30

Hue Bin	R_f	Chroma	Hue
1	94	-1%	1%
2	97	0%	-1%
3	96	-1%	-1%
4	92	-4%	-3%
5	90	-8%	-1%
6	94	-4%	1%
7	91	-5%	4%
8	90	-2%	6%
9	87	-1%	10%
10	86	1%	9%
11	87	5%	7%
12	93	3%	1%
13	93	2%	-3%
14	94	1%	-1%
15	89	1%	-4%
16	89	1%	-5%

NOTES:
- CRI R values, only R1-R8 are used to calculate RA CRI values
- TM30 C values, 16 binned values out of total of 99 C values
- CQS Q values
- Data subject to change, all data has +/- 5% tolerance

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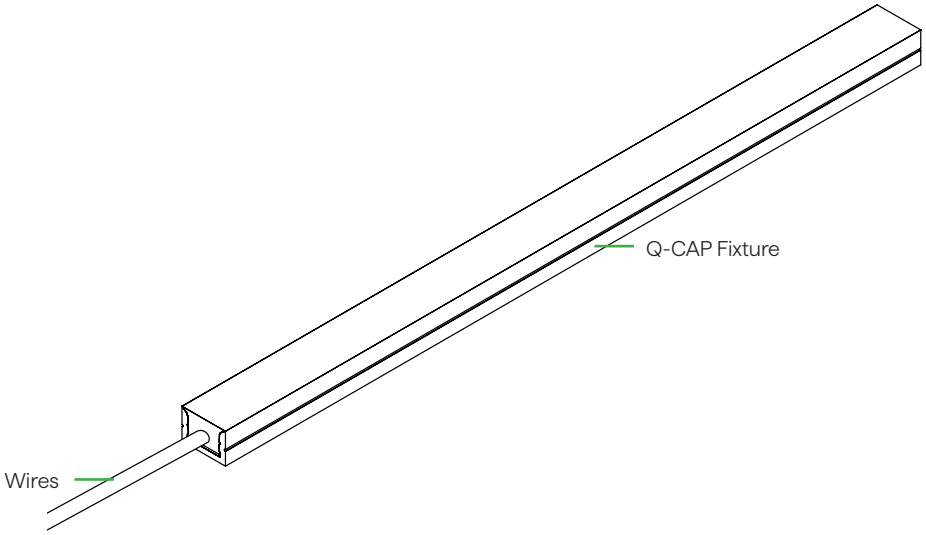
Specification subject to change. Rev-03-10-24

MATERIAL RECYCLING

Q-CAP FLEXIBLE FIXTURES

You may be done with your products, but chances are they still have more to give. Follow these instructions to break down and sort recyclable components. Check with local recycling collection to ensure they accept the materials listed below.

Additionally, Q-Tran offers a Takeback Program. Contact factory for information.



E

Q-CAP Fixture
Wires

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RESOLUTION NO.: _____11_____ - 2025

OF

JANUARY 27, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BLACKLINE SAFETY CORP. FOR LONE WORKER SAFETY EQUIPMENT AND RELATED SERVICES FOR THE WATER DIVISION

WHEREAS, the City of Newburgh Water Division proposes to purchase communication equipment and related services to ensure the safety and security of employees who often are assigned to work alone; and

WHEREAS, the Water Division has received a proposal and contract from Blackline Safety Corp. for its G7 Lone Worker Safety Program for communication equipment and related services at a cost of $2,592.00 for a one-year agreement; and

WHEREAS, the cost for such proposal is to be derived from F.8330.0448; and

WHEREAS, this Council has reviewed the same and has determined that entering into said agreement is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized accept the proposal and to execute an agreement with Blackline Safety Corp. for its G7 Lone Worker Safety Program for communication equipment and related services in the Water Division at a cost of $2,592.00.

blacklinesafety

Quote

Blackline Safety Corp.
Blackline Safety Corp.
803 24 Avenue SE
Suite 100
Calgary AB T2G 1P5
Canada

Bill To

City of Newburgh, NY
83 BROADWAY
NEWBURGH NY 12550
United States

Ship To

Water Administration Filter Plant
493 LTL Britain Rd
Newburgh NY 12550
United States

Quote #	CQ125501
Date	23-Dec-2024
Currency	USD
Expires	28-Feb-2025
Sales Rep	Bill Sundstrom
Shipping Method	
Shipping Code (2)	

Item	Description	Device ID	Units	Quantity	Rate	Amount
J-SER-BV-1Y	Purchase model, Service, Blackline 24/7 monitored with voice, 1 year term		EA	3	696.00	2,088.00
J-SER-PTT-1Y	Purchase model, Service, PTT, 1 year term Device IDs: 3570028949 3570028951 3571024300		EA	3	168.00	504.00

Notes

Customer: City of Newburgh Water
Service Renewal Dates: 1-Mar-2025 to 28-Feb-2026

Total $2,592.00

TERMS AND CONDITIONS

Quotation & pricing
Quoted prices are valid for 30 days unless otherwise specified. Upon invoicing all applicable shipping, duties, and taxes will be added to quoted prices, Standard shipping prices are only valid when all units are shipped to a central location. Multiple location orders will have shipping quoted separately.

Payment terms
Upon approved credit by Blackline payment terms are net 30 days. If terms are not approved payment is due on shipment.

Delivery
Unless otherwise specified, the price quoted is for a single shipment, F.O.B. Blackline's shipping dock. Charges related to delivery from Blackline to the customer are not included in any Quotations unless specified.

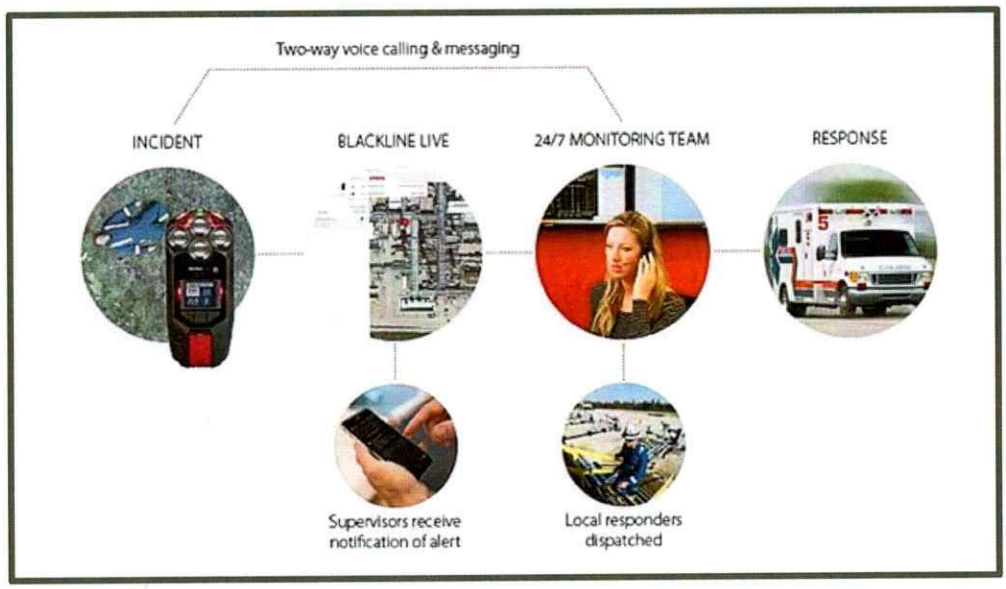
Services
All services include ongoing business-hours first & second tier customer support (9am-5pm MST, Monday through Friday).
All recurring service fees for all devices will be billed on the same service anniversary date and are payable on receipt.
Service activation includes account creation, activating devices on accounts and recommended setup of device preferences within a network account.

Warranty
All Blackline products include a limited warranty from the date of activation. Please see the user guides for more specific details on warranty terms and conditions.

WHAT IS BLACKLINE MONITORING?

Blackline Monitoring is available to any customer who purchases Blackline Safety connected technology. Blackline Monitoring includes:

- 24/7 live monitoring of connected Blackline Safety devices by our dedicated Blackline Monitoring Teams across the world.
- Customizable alert response—we will respond to alerts according to the emergency response protocol set by you.
- Support and training, including expert alert management/protocol advice.
- Access to your full alert history and reporting via Blackline Live and Blackline Analytics.



When you purchase a Blackline Monitoring service plan, you are entering into an agreement with Blackline Safety. The responsibilities of each party are outlined below.

BLACKLINE MONTORING RESPONSIBILITIES

All Blackline Monitoring customers receive high quality, specialist monitoring via our Blackline Live alert management system, tailored specifically for the capabilities of Blackline Safety devices.

Blackline commits to the following responsibilities as part of our Blackline Monitoring service:

- Monitoring all devices under LIVE alert profiles 24/7 in accordance with their respective configuration settings.
- Following the emergency protocol currently saved in the customer's Blackline Live alert profile when an alert is received by Blackline Monitoring operators.
- Initiating the dispatch of emergency services to a user's location in accordance with the customer's emergency protocol or upon request.
- Making all device calls in the customer's native language if Blackline offers that language in their region.
- Offering 24/7 monitoring support via our Blackline Safety Operations Centre.
- Providing call recordings for calls to Blackline Safety devices made by Blackline Monitoring operators.
- Leaving detailed documentation within the alert history of every Blackline monitored alert.
- Striving to acknowledge 99% of all alerts within 60 seconds.
- Routinely monitoring acknowledgement time (daily, weekly, monthly, and annually).
- Investigating and reporting on all monitoring queries received, and any potential issues found, including all corrective and preventative action taken.
- Supporting and advising customers on monitoring during onboarding and any time upon request.
- Providing recommendations for protocols that will offer device users greater protection, including, but not limited to:
  - Protocol amendments
  - Configuration changes
  - Alert profile structure

CUSTOMER RESPONSIBILITIES

In purchasing a Blackline Monitoring service plan, you commit to the following:

- Up-to-date device management, so that all devices have the correct configuration, alert profile, and notification profile (if using) for alert management. This includes, but is not limited to, full and timely upkeep of the following in Blackline Live:
  - Emergency protocols
  - Emergency response contacts and contact details
  - Configuration settings
  - Device alert profile and configuration assignments, including ensuring all devices to be monitored are in a live and appropriate alert profile
- Notifying Blackline Safety of any changes to information that may impact the effective monitoring of the account, including, but not limited to, changes to the following:
  - Users
  - Organization administrators
  - Emergency protocols
  - Addresses
- Comprehensive training of device users and emergency response contacts on the emergency protocol agreed upon with Blackline, including what is expected from emergency response contacts if Blackline operators contact them directly about an alert.

blacklinesafety

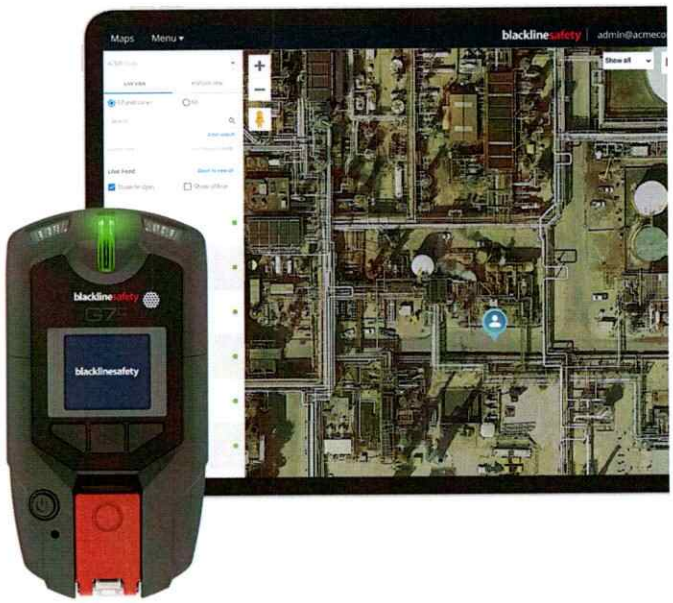
G7 LONE WORKER

NO CALL UNANSWERED. NO INCIDENT UNDETECTED.

G7 Lone Worker monitors ensure your most vulnerable team members are never truly alone. This wearable technology lifeline keeps them connected to immediate help if needed. The moment something happens, vital incident data is communicated to the cloud, so a worker's location and safety status is always known.

Layers of communication provide comprehensive protection to address common lone worker emergency situations such as motor vehicle accidents, falls, health and weather events, and more.

With the addition of 24/7 live monitoring through Blackline's in-house Safety Operations Centre or our global Alarm Receiving Centre partners, incidents are responded to and managed quickly. With G7, your workers can confidently get their job done, knowing that help is always on the line.



BUILT-IN CAPABILITIES:

- Real-time direct-to-cloud cellular connectivity, with optional satellite for remote locations
- GPS to locate people and devices quickly
- Lone worker, single-gas, multi-gas, or multi-gas pump protection
- Patented emergency SOS latch
- Automatic no motion, fall detection and missed check-in alerts
- Push-to-Talk (walkie-talkie) (optional)
- Two-way voice and text messaging (optional)
- Intrinsically safe

Blackline Safety protects 165,000 workers in 70+ countries

ALL-IN-ONE CONNECTED SAFETY SOLUTION

KEY BENEFITS

Real-time visibility

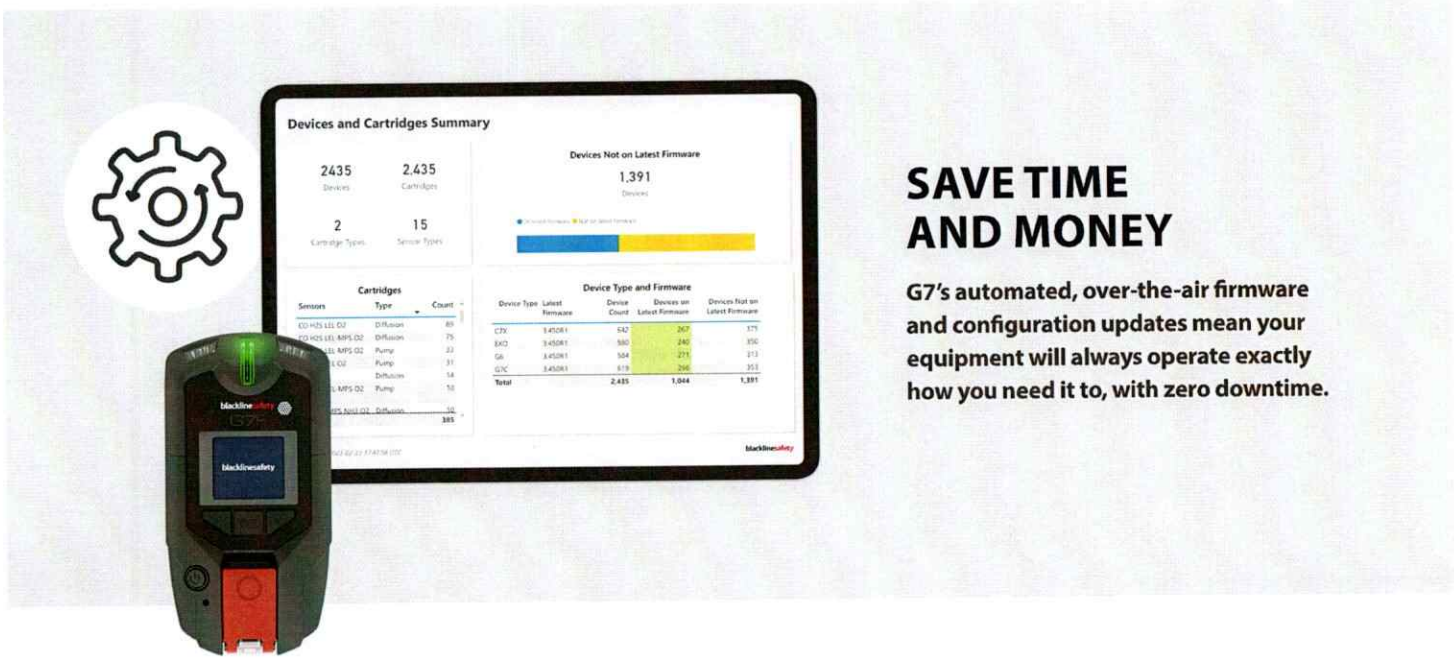
- Built-in cellular connectivity, with optional satellite and portable bridge, to keep workers safe and connected in remote locations
- Direct-to-cloud data streaming to Blackline Live software platform for real-time information at your fingertips
- Up-to-date worker location and safety status information to take quick and informed action

Immediate incident response

- Communication options -- including two-way voice communication, text messaging and push-to-talk -- to meet your diverse needs and keep your workers connected with monitoring personnel or each other
- Optional professional 24/7 live monitoring and dispatch to exact location to ensure rapid response
- Manual, automatic, and time-based alerts and notifications to stay connected with the safety of each worker, in any situation

Improve safety and compliance

- Understand worker behaviours with insights into how, when and where devices are used, calibrated and bump tested
- Time and location-stamped data for easy incident review, eliminating manual data collection and alert reporting
- Automated out-of-the box reporting, or customisable analytics, to help you understand gas exposure, improve efficiency, and manage compliance



SAVE TIME AND MONEY

G7's automated, over-the-air firmware and configuration updates mean your equipment will always operate exactly how you need it to, with zero downtime.

VIEW DETAILED SPECIFICATIONS

VIEW SERVICE PLAN OPTIONS

NORTH AMERICA **TOLL-FREE** 1.800.486.8889 | sales@blacklinesafety.com
EUROPE/UNITED KINGDOM **PHONE** +44.1787.222684 | eusales@blacklinesafety.com
INTERNATIONAL **PHONE** +1.403.451.0327 | sales@blacklinesafety.com

blacklinesafety

blacklinesafety.com

01-31-2024-R4

RESOLUTION NO.: _____12_____ - 2025

OF

JANUARY 27, 2025

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 54 WILKIN STREET (SECTION 26, BLOCK 3, LOT 31) AT PRIVATE SALE TO JIMMY R. MERA FOR THE AMOUNT OF $60,000.00

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell a parcel of real property identified as 54 Wilkin Street, being more accurately described as Section 26, Block 3, Lot 31 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before Monday, April 28, 2025, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
54 Wilkin Street	26 – 3 – 31	Jimmy R. Mera	$60,000.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions of Sale
54 Wilkin Street, City of Newburgh (SBL: 26-3-31)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number on the City of Newburgh Tax Map.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid City/County taxes for the year **2025**, school taxes for the tax year **2024-2025**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any City/County taxes for the year **2025**, school taxes paid by the City for the tax year **2024-2025**, and subsequent levies up to the date of the closing. Upon closing of title, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE. The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: (i) obtain a Certificate of Occupancy for all buildings on the property; (ii) make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or (iii) demolish any buildings deemed structurally unsound by a New York State-licensed engineer and by the Building Inspector. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for its consideration.**
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. The property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept cash or credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.**
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that they shall <u>not</u> be entitled to special or consequential damages, attorneys fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City

Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City Engineer.

17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts. This provision shall survive closing.
18. The property is sold subject to an owner-occupancy restriction. Purchaser has agreed to purchase the property subject to a ten (10) year owner occupancy restriction. Purchaser shall, within 18 months of the delivery of the deed, establish domicile and principal residence at said premises and maintain domicile and principal residence at said premises for a period of at least ten (10) years thereafter, provided that within said ten (10) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms and Conditions of Sale.
19. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **$10,000.00** payable to “City of Newburgh” by money order or guaranteed funds to the “City of Newburgh”. At closing, the downpayment amount shall be credited against the purchase price.
20. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.

ACKNOWLEDGED AND AGREED

Date: _____

_____

Jimmy R. Mera

RESOLUTION NO.: ___13___-2025

OF

JANUARY 27, 2025

A RESOLUTION AUTHORIZING THE EXECUTION OF A PARTIAL RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO JIMMY R. MERA TO THE PREMISES KNOWN AS 7 LOCUST STREET (SECTION 25, BLOCK 5, LOT 18)

WHEREAS, on February 26, 2018, the City of Newburgh conveyed property located at 7 Locust Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 25, Block 5, Lot 18, to Jimmy R. Mera; and

WHEREAS, Mr. Mera has requested a partial release of the restrictive covenants contained in said deed; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the partial release, annexed hereto and made a part of this resolution, of restrictive covenant number 6 of the aforementioned deed.

PARTIAL RELEASE OF COVENANTS AND RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 7 Locust Street, Section 25, Block 5, Lot 18 on the Official Tax Map of the City of Newburgh, from restrictive covenant number 6 in a deed dated February 26, 2018, from THE CITY OF NEWBURGH to JIMMY R. MERA, recorded in the Orange County Clerk's Office on March 22, 2018, in Liber 14378 of Deeds at Page 824 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh with respect to restrictive covenant number 6 in said deed.

Dated: _____, 2025

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Res. No.: _____-2025

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ____ day of _____ in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____
Notary Public

RESOLUTION NO.: 14 - 2025

OF

JANUARY 27, 2025

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GAR ASSOCIATES LLC FOR REAL PROPERTY COMMERCIAL VALUATION SERVICES AT COST OF $10,000.00

WHEREAS, the City of Newburgh has recognized a need for professional support services to update the existing RPSV4 Commercial Valuation Factor File in its real property assessment process; and

WHEREAS, GAR Associates LLC has submitted a proposal to provide professional support services to assist with the RPSV4 Commercial Valuation Factor File update; and

WHEREAS, this Council finds it in the best interest of the City of Newburgh to enter into an agreement with GAR Associates LLC for professional support services at a total cost of $10,000.00; and

WHEREAS, funding for this contract will derive from budget line A.1355.0455 – Other Services / Consultant Services; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into an agreement with GAR Associates LLC at a cost of $10,000.00 for professional support services to assist with the City of Newburgh's RPSV4 Commercial Valuation Factor File update project.

GAR Associates LLC

Professional Service Agreement

Assessment Support Services
City of Newburgh

Prepared by: David M. Barnett, MAI, SRA
President/CEO

GAR Associates LLC
Real Estate Appraisers and Consultants
855 NY-146 Suite 130
Clifton Park, NY 12065

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AGREEMENT

FOR

PROFESSIONAL SERVICES

This agreement ("Agreement") made January __, 2025 by and between the CITY OF NEWBURGH, a municipal corporation existing under and by virtue of the laws of the State of New York, with offices at 83 Broadway Newburgh, NY 12550 (hereinafter referred to as the **"CITY**") and GAR ASSOCIATES LLC**,** a New York limited liability company, having a principal place of business at 855 NY-146, Suite 130, Clifton Park, New York 12065 (hereinafter referred to as the "CONTRACTOR").

WHEREAS, the CITY is undertaking of the support services including the updating of the RPSV4 commercial valuation factor file (VFF) for the purpose of preparing the final tax roll for July 1, 2025 (the "Project"); and

WHEREAS, the CITY requested a Proposal for the Project, and the CONTRACTOR, has submitted a proposal dated 12/31/24 a copy of which (together with the Exhibits to this Agreement) is attached hereto and made part of this Agreement (the "Proposal") and no other proposals received by the City from the CONTRACTOR;

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the parties hereto agree as follows:

1. ***EMPLOYMENT***

The CITY engages the CONTRACTOR, and the CONTRACTOR hereby agrees to provide the professional services set forth in this Agreement, the Exhibits hereto and the Proposal, in connection with the Project.

2. SERVICES & RESPONSIBILITIES

Upon execution of this Agreement and until the completion of the Project (anticipated to be on or about July 1, 2025), the CONTRACTOR will provide professional real property revaluation support services as set forth in this Agreement, the Exhibits hereto and the Proposal. These duties shall include the following: updating the RPSV4 Commercial Valuation Factor File (VFF) and related consulting services, collectively the "Support Services". Unique and Highly Complex Parcels are not included in the Support Services. If such services are requested by the CITY, the parties shall agree on a separate fee for these services**.** In the event any highly complex parcels are identified by the CITY or the CONTRACTOR after this

Agreement is executed, the CONTRACTOR will submit to CITY a fee estimate for such services, which must be approved by the CITY prior to any work being performed.

The CITY agrees that the CONTRACTOR shall be the CITY's exclusive provider of Support Services for the Project for the term of this Agreement. The CITY shall not engage the services of any consultant, subcontractor or any other party or entity to perform any aspect of the Support Services for the Project during the term of this Agreement, without the prior written consent of the CONTRACTOR; provided, however, that this shall not preclude the CITY from utilizing the services of the CITY's assessor, the CITY's assessor's assistant, or experts to assist the CITY with proceedings under Article 7 of the New York State Real Property Tax Law.

ROLL SECTION RESPONSIBILITY GRID

ROLL SECTION		**RESPONSIBLE PARTY**
1	Taxable	CONTRACTOR
3	State Owned Properties	ORPTS
5	Special Franchise	ORPTS and CITY
6	Utility **	ORPTS and CITY Structural** CONTRACTOR - **Land & Buildings Only**
7	Railroads	ORPTS and CITY
8	Wholly Exempt	CONTRACTOR

"ORPTS" is the New York State Office of Real Property Tax Services.

Promptly after the execution of this Agreement, the CITY shall provide the CONTRACTOR with inventory data cards in either (or both) paper and electronic form for all parcels which shall be the CONTRACTOR's responsibility under this Agreement. In addition, the CITY shall use commercially reasonable, good faith efforts to cooperate and collaborate with the CONTRACTOR to support the CONTRACTOR's efforts under this Agreement including, without limitation, working together with the CONTRACTOR to obtain the assistance and cooperation of the Orange County Real Property Tax Office and the CITY's IT consultant and ORPTS, as may be necessary or helpful to complete the Project described in this Agreement.

The CITY acknowledges that changes in the CITY'S assessment staff, particularly the CITY Assessor, during the term of the Project could impair CONTRACTOR's ability to meet timing of Project milestones and Project deliverables. If the CITY Assessor in office as of the date of this Agreement and/or any members of the critical staff of the CITY Assessor is no longer engaged by the CITY or are not actively

working on the Project during the term hereof, the parties acknowledge that there may be additional costs for the time spent on transition to substitute personnel for the CITY. In such event, the parties hereby agree to reasonably negotiate with each other in good faith to adjust the compensation hereunder in the event of such changes during the term of the Project.

3. TERM

This Agreement shall commence on the date of full execution of this Agreement and shall continue until CONTRACTOR's services hereunder are completed, which is anticipated to be on or about July 1, 2025.

4. COMPENSATION

For all professional services provided by the CONTRACTOR, the CITY agrees to pay to the CONTRACTOR the aggregate sum of Ten Thousand Dollars ($10,000) for the Support Services. The CITY shall make progress payments pursuant to the "Payment Schedule and Terms of Payment" attached hereto as Exhibit A, after receipt of the CONTRACTOR'S invoice. All invoices shall include supporting documentation as the CITY may reasonably require. If payment is not timely made, interest will accrue on a daily basis after the due date of a payment, at a monthly rate of one percent (1%). Payments to be made as a direct deposit to GAR Associates LLC. GAR to provide bank information upon execution of this agreement.

5. LIABILITY INSURANCE

The CONTRACTOR shall maintain in full force and effect General Liability, Excess Umbrella Liability and Worker's Compensation insurance which shall name the CITY as an additional insured, with limits of $1,000,000 per occurrence/$2,000,000 aggregate, $5,000,000 and statutory amounts, respectively. The CONTRACTOR shall file a certificate of insurance and statement of policy declaration evidencing such coverage with the office of the CITY Clerk prior to performing this Agreement or receiving any payment hereunder. The. Such insurance shall provide for notice to the CITY at least thirty (30) days prior to any termination or any amendment. Certificates of insurance for such coverage are attached hereto as Exhibit B.

6. TERMINATION

The CONTRACTOR may cancel this Agreement in the event of non-payment by the CITY of any sum due hereunder for thirty (30) days following the day such payment first fell due or in the event that the CITY does not meet the obligations as outlined in this Agreement; however, the CONTRACTOR must provide to the CITY with thirty (30) days advance written notice of its intention to terminate, and, in the case of a breach of the CITY of its obligations under this Agreement, the CITY shall have a period of thirty (30) days following receipt of such notice in which to cure the same. The CITY may cancel this Agreement only in the event of breach by the CONTRACTOR of its obligations hereunder and the continuation of such breach following thirty (30) days advance written notice to the CONTRACTOR**,** and the opportunity to cure, from the CITY specifying such breach in reasonable detail.

In the event the CITY decides to unilaterally cancel the Project without breach by CONTRACTOR, the CONTRACTOR will be paid for all services rendered up to cancellation and will promptly owe the CONTRACTOR a cancellation fee of 25% of the unpaid balance.

Both parties may mutually agree in writing to terminate this Agreement at any time. The CONTRACTOR will be paid for all services rendered up to cancellation. This amount may be more than payments received up to cancelation to the CITY for any work in progress.

7. ***WAIVER OF BREACH***

The failure of either party to enforce at any time any provision of this Agreement, including all attachments, shall not affect or impair the validity of the provisions of this Agreement.

8. ***ENTIRE AGREEMENT***

This Agreement contains all the terms and conditions agreed to by the parties hereto, and no other agreements oral or otherwise regarding the subject matter of this Agreement shall be deemed to exist or bind either party. This Agreement may be modified and amended at any time upon mutual agreement, in writing, and signed by both parties.

9. ***INDEPENDENT CONTRACTOR***

The relationship of the CONTRACTOR to the CITY shall be that of an independent contractor and no principal-agent or employee-employer relationship is created by this Agreement.

10. ***OWNERSHIP OF DATA/INTELLECTUAL PROPERTY***

All data and information collected by or on behalf of the CONTRACTOR or the CITY shall be the property of the CITY**.** All such data or information used by the CONTRACTOR in the Support Services contemplated herein shall remain the property of the CITY and no use or copying shall be made thereof beyond that listed in this Agreement without the prior written permission of the CITY.

The CONTRACTOR, upon request from the CITY, shall provide the CITY with a detailed list of information and data delivered and the CITY will provide the CONTRACTOR with written confirmation that the information turned over was complete and satisfactory.

The CITY acknowledges and agrees that CONTRACTOR owns certain inventions, processes, know-how, trade secrets and other intellectual property, including without limitation analyses, analytical methods, procedures and techniques, and computer technical expertise, software, source code and data, that were independently developed by CONTRACTOR, together with any derivatives, improvements, modifications and developments thereto, and any inventions, improvements, discoveries, methods, and developments which are developed in the direct performance of services (the "CONTRACTOR Technology"). CONTRACTOR shall own all right, title and interest in and to the CONTRACTOR Technology.

11. ***EMPLOYMENT LAWS***

The CONTRACTOR shall comply with all the applicable provisions of Federal and New York State Laws, rules, and regulations regarding employment of its employees and shall further specifically comply with those sections related to discrimination.

12. ***DOCUMENTS***

Upon the completion of the Project, the CONTRACTOR shall deliver to the CITY any required documents as previously agreed to by the CONTRACTOR and the CITY.

13. LAWS GOVERNING

This Agreement shall be construed in accordance with the laws of the State of New York without regard for reference to its conflict of laws principles.

14. NON-DISCLOSURE

In order to protect the interests of the CITY, and the CONTRACTOR, no valuation data related to the Reassessment and Support Services will be released to the general public without the express written consent of the CITY**.** Notwithstanding the foregoing**,** if the CONTRACTOR becomes required by law or applicable legal process (by deposition, interrogatory, request for documents, subpoena, court order, civil investigative demand or similar process) to disclose any valuation data, the CONTRACTOR shall provide the CITY with prompt prior written notice of such requirement and the terms of and circumstances surrounding such requirement so that the CITY may seek an appropriate protective order or other remedy, or waive compliance with the terms of this Agreement, and the CONTRACTOR shall provide such cooperation with respect to obtaining a protective order or other remedy as CITY shall reasonably request. If a protective order or other remedy is not obtained, or if the CITY is required to waive compliance with the provisions hereof, the CONTRACTOR will furnish only that portion of such valuation data which, as it is advised in a written opinion by its counsel, it is legally required to furnish. The CITY shall indemnify and hold the CONTRACTOR harmless from all costs, expenses, and judgments, including reasonable attorney's fees incurred in connection with any request for a protective order or similar type relief opposing the production of the valuation data. Subject to the obligations and responsibilities of this Section as set forth above, upon delivery to the CITY Project Administrator all specific work products shall belong to the CITY and the CONTRACTOR shall not sell or otherwise disclose any information concerning specific properties or classes of property within the CITY during or after the completion of this Agreement without the express written consent of the CITY.

15. U.S.P.A.P COMPLIANCE

All valuation and appraisal methodology will be utilized in accordance with U.S.P.A.P. (Uniform Standards of Professional Appraisal Practice) Standards and will be performed on all parcels according to the terms of this Agreement. The CONTRACTOR agrees and the CITY acknowledges the U.S.P.A.P. compliance required by the CONTRACTOR**.** Furthermore, the CITY acknowledges that under the U.S.P.A.P. compliance, the CONTRACTOR is obligated to support any and all assessment valuations developed by the CONTRACTOR and accepted by the CITY**,** for the purpose of the revaluation Project. Accordingly, at the CITY's discretion and written request, the CONTRACTOR shall appear as an expert witness on behalf of the CITY in all certiorari proceedings resulting from the final assessed values, which the CONTRACTOR made, and which were placed on parcels on the final assessment roll and only if that grievance has been filed prior to grievance day. This service is not part of the CONTRACTOR's compensation under this Agreement and will be billed at CONTRACTOR's hourly rates then in effect, which range from $100 per hour to $325 per hour, depending on the hourly rate of the representative of the CONTRACTOR assigned to testify for developing documentation and otherwise preparing to testify as well as actually appearing and delivering testimony. Notwithstanding the foregoing, the CITY may but shall not be obligated to retain the CONTRACTOR to do a formal "trial ready" appraisal in connection with a tax certiorari proceeding as a separately performed and separately priced service outside of this Agreement.

The CONTRACTOR will not provide any appraisal services on behalf of a petitioner in a proceeding under New York Real Property Tax Law Article 7 for property located in the CITY during the duration of the term of this Agreement and for a period of eighteen (18) months following such term, provided, however (i) CONTRACTOR's agreement to be bound for the 1-year period following the term of this Agreement shall not apply if this Agreement is terminated prior to its anticipated expiration pursuant to Section 6 hereof, and (ii) during such 1-year period, CONTRACTOR shall have a right of first refusal to provide appraisal services to the CITY in connection with any such Article 7 proceedings commenced during such period on terms and conditions mutually acceptable to the CONTRACTOR and the CITY**.**

16. NOTICES

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail of a PDF document (with

confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid).

17. AVAILABILITY OF DATA/FILES.

Upon request and for the duration of this Agreement, the CITY shall provide the CONTRACTOR access to the CITY'S RPS.db and any related assessment software files, any and all related image files and any other project-related files (i.e., "electronically stored," hard copies etc.) required to perform Project tasks and maintain the Project timelines. The CITY acknowledges that delays in the CONTRACTOR's access to the above-described items can cause delays in meeting Project deadlines and increase costs for the CONTRACTOR. In the event the CONTRACTOR incurs additional costs as a result of the CITY's failure to provide timely access to the above-mentioned project files, the CONTRACTOR reserves the right to pass on such verifiable additional costs to the CITY and the CITY shall pay the same within thirty (30) days of the CONTRACTOR's invoice thereof.

18. *FORCE MAJEURE.*

As used herein, "Force Majeure" shall mean acts of God, fire, severe weather conditions, casualty, explosion, riot, war, acts of terrorism, labor disputes, strikes, governmental restrictions or actions, disruption of the transportation system, inability to obtain data or access to the same from the CITY and/or and other third party necessary to perform the Project and Support Services and/or any other causes (other than financial) beyond a party's reasonable control. If either party shall be delayed or prevented from performing under this Agreement as the result of Force Majeure event, then such performance will be excused for a period equivalent to the period of the delay. The inability to obtain financing or lack of money alone will not constitute Force Majeure event, and this provision will not excuse non-payment of monies.

19. *ASSIGNMENT.*

This Agreement may not be assigned by either party without the prior written consent of the other party. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties hereto and their respective successors and assigns. Except as may be expressly provided or incorporated by reference herein, no provision of this Agreement is intended, nor shall it be interpreted to provide or create any third-party beneficiary rights or any other rights to any other person or entity not a party herein.

20. COUNTERPARTS.

This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

21. *NO GUARANTY.*

Notwithstanding the foregoing, nothing in this Agreement or otherwise shall be construed as a guaranty of the CONTRACTOR's assessment of market value of any parcel of real property covered by this Agreement, it being understood and agreed that the techniques and procedures to be employed hereunder by the CONTRACTOR have been developed for mass appraisal. **Any and all guarantees are expressly denied.**

22. *USE OF SUBCONTRACTORS*

The CONTRACTOR may utilize subcontractors to assist in the reassessment Project upon prior approval from the CITY.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____day of _____, 2025.

CITY OF NEWBURGH, NEW YORK

BY, _____

(Seal)

GAR ASSOCIATES LLC

(Seal) BY, _____

David M. Barnett, MAI, SRA

CEO/Member

Exhibit A

Payment Schedule and Terms of Payment

For Value Received the CITY promises to Pay GAR Associates LLC. The sum of $10,000 (Reassessment Contract amount) payable as follows:

Date	Amount
January 15, 2025	**$2,000.00**
February 1, 2025	**$2,000.00**
March 1, 2025	**$2,000.00**
April 1, 2025	**$2,000.00**
May 1, 2025	**$2,000.00**
Total 2025	**$10,000**

EXHIBIT B

CERTIFICATES OF LIABILITY INSURANCE

BUSINESS LIABILITY COVERAGE FORM

POLICY ENDORSEMENT

SECTION II

GAR PROPOSAL

RESOLUTION NO.: 15 - 2025

OF

JANUARY 27, 2025

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH DRONE NERDS INC. FOR DRONE PRODUCTS AND RELATED SERVICES IN THE AMOUNT OF $91,430.66

WHEREAS, the City duly advertised for bids in Solicitation No. 24-24 for drone products and related services; and

WHEREAS, the City duly received and opened five (5) bid responses, and Drone Nerds Inc. was determined to be the lowest responsible bidder with a total bid amount of $91,430.66; and

WHEREAS, the cost for the equipment and services will be derived from CG.3120.0200.3350.2025 – NYS DCJS Technology Program Grant Equipment; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to award the bid and enter into a contract with Drone Nerds Inc. for drone products and related services;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for drone products and related services be and is hereby awarded to Drone Nerds Inc., for the amount not to exceed $91,430.66 and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

CITY OF NEWBURGH
Goods and Services Contract

This contract ("Contract") is made and entered into this _____ day of _____, 2023 ("Effective Date"), by and between the City of Newburgh, a municipal corporation, with an office address of 83 Broadway, Newburgh, New York 12550 ("City"), and Drone Nerds Inc., with an office address of 5553 Anglers Avenue, Suite #109, Fort Lauderdale, Florida 33312 ("Contractor").

WITNESSETH

WHEREAS, the City issued Solicitation #24.24 (the "Solicitation") seeking proposals from qualified and experienced bidders with the capability of providing drones and drone accessories, product warranties, and technical and mechanical support services as set forth in the Solicitation; and

WHEREAS, the City provided notification of the availability of the Solicitation in accordance with state and local requirements; and

WHEREAS, the Solicitation set forth the minimum administrative, technical, and cost requirements that a vendor needed to meet to be eligible for consideration to receive an award; and

WHEREAS, Contractor submitted a proposal in response to the Solicitation, as the same was amended through the procurement process; and

WHEREAS, the City evaluated Contractor's proposal and determined that the Contractor's proposal was the lowest responsible and responsive bid to the Solicitation; and

NOW THEREFORE, in consideration of the terms hereinafter mentioned and also the mutual covenants and obligations moving to each party hereto from the other, the Parties hereby agree as follows:

[Remainder of this page intentionally left blank. Terms and conditions to follow.]

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1. APPENDICES AND ATTACHMENTS

1.1. The following appendices and attachments, attached hereto, are hereby expressly made a part of this Contract:

Schedule A – Solicitation #24.24, Section 2
Schedule B – Pricing Matrix, including warranty and service terms and conditions

2. SCOPE OF SERVICES

2.1. Contractor shall render all services and deliverables and furnish all materials and equipment necessary to provide the City with services and deliverables more specifically described in **Schedule A** (hereafter "Services"), in a timely and professional manner, using the degree of care, skill, and diligence generally observed by other companies in the industry, and in accordance with the highest professional and industry standards relevant to the Services as reasonably anticipated based on the applicable Scope of Work.

2.2. Contractor will perform all Services. Services shall not be performed by any other person, entity, agency, affiliate, or subcontractor unless approved by the City in writing. Contractor shall remain responsible for the performance of all of its obligations under this Contract, and for the performance by all third parties providing Services herein. Any Contract between Contractor and a permitted subcontractor must contain terms and provisions consistent with those contained in this Contract.

3. RATES AND FEES

3.1. For the Services described in **Schedule A**, Contractor shall be entitled to charge rates and fees as set forth in **Schedule B**.

3.2. Contractor may not charge more than rates and charges set forth in **Schedule B**.

3.3. This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the City beyond the monies legally available for the purposes hereof.

3.4. For any additional services proposed or requested, the compensation to be paid will be identified in a supplemental Contract as applicable.

3.5. Payments under this Contract shall be made in arrears of work increment(s) completed to the satisfaction of the City and upon submittal of an invoice to the City. If not otherwise specified, payment for services rendered will be processed within thirty (30) days upon presentation of the invoice.

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3.6. At the conclusion of work on a project, Contractor shall submit a final invoice for any remaining amounts due. This invoice shall be prominently identified as 'FINAL INVOICE'.

3.7. Contractor agrees that no charges or claim for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the City may decide, it being understood, however, that the permitting of the Contractor to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein.

4. TERM

4.1. This Contract will commence on the Effective Date and will continue until the end of the service period for technical and mechanical problems as set forth in **Schedule B**, or terminated in accordance with Section 9.

5. CONTRACTOR'S OBLIGATIONS

5.1. Contractor shall:

5.1.1. Apply such time, attention, and reasonable skill and care as may be necessary or appropriate for its proper performance and provision of the Services;

5.1.2. Use industry and proprietary tools and data for the provision of Services that are generally accepted as suited in the industry;

5.1.3. Comply with all applicable laws in connection with its performance of Services hereunder;

5.1.4. Comply with all reasonable directions regarding the Services communicated to it from time to time by the City;

5.1.5. Keep confidential materials that are in its possession or control safe and secure;

5.1.6. Deliver all Services by the dates set out in the applicable Scope of Work or any other delivery date(s) agreed by the Parties in writing.

5.2. If at any time Contractor becomes aware that it may not be able to perform or deliver the Services by any date set out in the applicable scope of work (or any other deadline agreed by the Parties in writing), Contractor will promptly notify the City and give details of the reasons for the delay. Unless the delay is caused by Force Majeure, Contractor's failure to perform the Services will represent a material breach of this Contract entitling the City to terminate this Contract and pursue its legal and equitable remedies if the breach.

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6. CONFIDENTIAL INFORMATION

6.1. Any information provided by the City to Contractor shall be deemed confidential. Contractor shall not disclose any information to a third-party unless authorized by the City in writing.

6.2. The obligations contained in this section shall survive the termination or expiration of any relationship between the parties into perpetuity.

7. WORK PRODUCT

7.1. Contractors must provide any written records in Word, Excel, PDF or another format acceptable to the City and be able to share documents with the City in electronic format via email or managed file transfer (for larger sized documents) in a manner acceptable to the City.

7.2. All records in any form (e.g. written, visual, audio, etc.) produced by the Contractor shall be property of the City. All records produced by the Contractor for the City, or on behalf of the City, shall not be used for any purpose without the City's written consent. At the conclusion of any engagement, either as a result of termination or the natural conclusion of the engagement, all records shall be turned over to the City within 60 days, or as may be extended in writing by the City.

7.3. All information collected or otherwise obtained by the Contractor, the Contractor's staff and all subcontractors in performance under the Contract is proprietary and may not be disclosed to any party other than the City without the City's express written consent.

7.4. The obligations contained in this section shall survive the termination or expiration of any relationship between the parties into perpetuity.

7.5. Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years from the date of creation or three (3) years after final payment is remitted by the City, whichever is later. Any authorized representatives of the City, New York State, or Federal Government shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for inspection, auditing, and copying.

7.6. The City reserves the right to use any work product prepared under this Contract regardless of whether the Contract is terminated or the project is suspended or abandoned. This right allows the City to use these documents in the future for the same project, a modified version of it, or for one that is similar.

8. KEY INDIVIDUALS AND ASSOCIATES

8.1. Should Contractor fail to provide at least the staffing mutually agreed upon by the City and Contractor during the term of the Contract, the City will have the right, in addition to any other right set forth herein, to prospectively renegotiate fees in light of any staffing deficiency.

8.2. Contractor may allocate suitable associates with appropriate levels of experience and seniority to provide the Services. The composition of Contractor's team assigned to the City and the allocation of their work time will comply with the specifications set forth in the relevant scopes of work.

8.3. Contractor will appoint specifically named key individuals to be actively involved in the provision of the Services. Should any key individual leave Contractor's employment or cease to be involved in the provision of Services for any reason Contractor will consult the City and, subject to the City's written approval, appoint a suitable replacement. Any such change in the key individuals will occur with full and timely transfer of know-how at Contractor's sole expense.

9. TERMINATION

9.1. The City may terminate this Contract or suspend or abandon Services upon fourteen (14) days written notice to the Contractor. Contractor may terminate this Contract only if the City substantially fails to perform in accordance with Section 3 of this Contract regarding payment for Services. Prior to Contractor terminating this Contract, a Notice of Termination must be given in writing and in accordance with the notice provision in Section 10 (Miscellaneous Provisions), below, to the City that allows the City fourteen (14) days to correct any default. If the default is corrected/cured, Contractor may not terminate this Contract.

9.2. In the event the City terminates this Contract, suspends Services more than 180 days, abandons Services, or the Contractor terminates this Contract, the City shall pay to the Contractor full payment for Services performed and expenses incurred under this Contract as follows:

9.2.1. The sum due under Section 3 (Compensation) as shall have become payable because of progress in the work plus a pro-rata portion of the next succeeding and uncompleted step, if any, for services actually rendered by Contractor.

9.2.2. In ascertaining the services actually rendered up to the date of termination of this Contract, or suspension or abandonment Services, consideration will be given by the City to completed work and work in process.

9.3. The City may immediately cancel this Contract on notice to Contractor if the City receives information that any work under this Contract conflicts with the provisions of

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any applicable law establishing a Code of Ethics for Federal, State or City officers and employees.

10. INSURANCE AND RISK MANAGEMENT

10.1. The parties agree that Contractor, its agents, officers, and employees, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the City.

10.2. Contractor agrees to hold harmless, defend, and indemnify the City, and the officers, agents, and employees of the City from all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the Contractor, its officers, agents, and employees, in the performance of this Contract. This provision shall survive the expiration or termination of this Contract.

10.3. Contractor shall not commence work until the City has received evidence of the insurance policies and/or coverages required in this section and approved the same.

10.4. Contractor shall obtain the following policies and coverages. The insurance furnished by the Contractor under this section shall provide coverage in amounts not less than the following unless a different amount is stated herein:

10.4.1. Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, shall cover work done or to be done by or on behalf of the Contractor and shall provide insurance coverage for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work.

The minimum liability limits shall be as follows:

$3,000,000	General Aggregate
$1,000,000	Each Claim - combined single limit for bodily injury and property damage.

10.4.2. Workers' Compensation Insurance, shall include Employer Liability limits of $1,000,000 and other limits required under New York law.

10.4.3. Products liability insurance in the amount of $1,000,000 in the general aggregate.

10.4.4. Warranty and Indemnity Insurance (or Representations and Warranties Insurance) in the amount of $1,000,000 in the general aggregate.

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10.5. Insurers shall be authorized in the State of New York to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or carrier acceptable to the City.

10.6. Contractor shall submit to the City certificates of insurance and endorsements to the policies of insurance required by the Contract as evidence of the insurance coverage.

10.7. The scope of coverage and deductible shall be shown on the certificate of insurance.

10.8. The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the City, and without ten (10) days' notice for non-payment of premium.

10.9. Renewal certifications shall be timely filed by the Contractor for coverage until the work is accepted as complete.

10.10. Contractor shall notify the City in writing of any material change in insurance coverage.

10.11. Insurance policies shall contain, or be endorsed to contain, the following provisions and/or endorsements:

10.11.1. For the general and automobile liability policies, the City of Newburgh, its officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.

10.11.2. For claims related to the work, Contractor's insurance coverage shall be primary insurance as respects the City of Newburgh, their officers, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the City, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.

10.11.3. Each insurance policy required by this section shall state that coverage shall not be canceled, except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City, ten (10) days' notice for non-payment of premium.

10.11.4. The City, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

10.12. Any deductible under any policy of insurance required in this section shall be the Contractor's liability.

10.13. Acceptance of certificates of insurance by the City shall not limit the Contractor's liability under the Contract.

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10.14. If the City is damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the City for such damages.

10.15. Contractor's obligations to obtain and maintain required insurance are non-delegable duties under this Contract.

10.16. Contractor's insurances shall be primary in any suit by a third-party that names both the City and Contractor as defendants to an action.

10.17. Contractor waives and releases the City from any and all claims and liability or responsibility with respect to any losses covered by Contractor's insurance, including losses arising out of the inability to conduct business. Contractor agrees that its insurance companies shall have no right of subrogation against the City on account of this release.

11. MISCELLANEOUS

11.1. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

11.2. Contractor agrees to comply with all applicable Federal, State and City Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, Contractor agrees that neither it nor its sub-Contractors shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract.

11.3. Contractor certifies compliance with providing a drug-free workplace.

11.4. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to annul this

Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11.5. Contractor warrants that no officer or employee of the City of Newburgh has received, or shall receive, compensation from the Contractor or subcontractors for work performed in the execution of this Contract, or for any architectural or engineering services, public or private, performed for the Contractor or its subcontractors.

11.6. This Contract shall be binding on, and inure to the benefit of, the successors and permitted assigns of the parties.

11.7. Contractor may not assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest therein, or its power to execute such Contract, to any other person, company or corporation, without written consent of the City. If this provision is violated, the City may revoke and annul the Contract and the City shall be relieved from all liability and obligations thereunder to the person, company or corporation to whom the Contractor shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the City.

11.8. Notice for either party may be served by delivering it in writing via any form of United States Postal Service that contains a tracking number, or by Federal Express, or by United Parcel Service, to the respective party and address as shown on the Contract page.

11.8.1. Notice served upon the City shall be delivered to:

City of Newburgh
attn.: City Manager
83 Broadway
Newburgh, New York 12550

11.8.2. Notice served upon Contractor shall be delivered to:

Drone Nerds Inc.
5553 Anglers Avenue, Suite #109
Fort Lauderdale, Florida 33312

11.9. In the event of any claims made or any actions brought against the City in connection with the Contract, Contractor agrees to provide all information and assistance in the City's opinion that is reasonably necessary to defend such Claim.

11.10. The State courts located in New York State, County of Orange, shall have exclusive jurisdiction to adjudicate any disputes arising out of or relating to, this Contract. Each party hereto consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of the forum for any reason.

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Arbitration shall not be used to resolve any claims, controversies, or disputes between the parties.

11.11. This Contract shall be governed and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws principles that may apply.

11.12. This Contract constitutes the entire Contract between the parties with respect to the subject matter hereof and supersedes all other prior Contracts and understandings, both written and oral, between the parties with respect to the subject matter hereof. Any changes to this Contract may be amended by mutual consent of the parties hereto in writing.

11.13. This Contract may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

11.14. In the event that any provision of this Contract is held to be unenforceable under applicable law, this Contract will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

12. CERTIFICATION FOR FEDERAL OR STATE AID CONTRACTS (IF APPLICABLE)

12.1. Should this Contract, or any portion thereof, be funded with federal or state aid, Contractor certifies, by signing this Contract, to the best of its knowledge and belief, that:

12.1.1. No federal or state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal or state agency, an elected member of federal or state government, an officer or employee of an elected member of federal or state government, in connection with the award of any federal or state contract, the making of any federal or state grant, the making of any federal or state loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.

12.1.2. If any funds other than federal or state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal or state agency, an elected member of federal or state government, an officer or employee of an elected member of federal or state government in connection with this contract, the undersigned shall complete and submit a "Disclosure Form to Report Lobbying," in accordance with its instructions.

12.1.3. The signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):

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12.1.3.1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal or state agency;

12.1.3.2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal or state agency within the past three years;

12.1.3.3. Does not have a proposed debarment pending; and

12.1.3.4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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[Signature and Acknowledgment Pages to Follow]

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Signature Page
Contract for Drones and Drone Accessories, et al.
City of Newburgh with Drone Nerds Inc.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

DATED: _____, 2025 CITY OF NEWBURGH

By: _____
Name: Todd Venning
Title: City Manager

DATED: _____, 2025 DRONE NERDS INC.

By: _____
Name: [Print Name]
Title: [Print Title]

DRAFT

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ____ day of _____, in the year 2025, before me personally appeared Todd Venning, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

STATE OF _____)
) ss.:
COUNTY OF _____)

On the _____ day of _____, in the year 2025, before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

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[Schedules to Follow]

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Schedule A

[redacted]

2. Purchase of Drones and Accessories

- The City of Newburgh, NY is seeking to purchase the following:

1. (3) DJI MATRICE 350 RTK Single H30T Payload Kit (1 Yr Care Plus).
2. (24) DJI TB65 Intelligent Flight Battery
3. (3) DJI BS65 Intelligent Battery Station
4. (2) DJI Avata 2 Fly More Combo (Three Batteries)
5. (6) DJI Care Enterprise Plus (M350 RTK)
6. (1) DJI FPV Remote Controller 3
7. (1) GPC DJI AVATA 2 Case
8. (1) Firehouse Tech DJI Avata 2 Tactical Light Kit (4 Light Dual Kit)
9. (2) DJI Care Refresh 2-Year Plan (DJI AVATA 2)
10. (2) DJI Care Refresh 1-Year Plan (DJI AVATA 2
11. (3) DJI CrystalSky WB37 Intelligent Battery
12. Service for technical problems
13. Service for mechanical problems

- The use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

- If submitting an alternate, bidder shall submit two (2) copies of brochures/catalogs, specifications, and any other pertinent information, with the bid.

- Determination as to whether an alternate is equal is the sole determination of the City.

- If an alternate is bid, the City reserves the right to request a demonstration of the specific model.

- For bid purposes, The City of Newburgh is tax exempt.

- The bidder represents that all equipment offered under this specification shall be new.

- The units must be completely assembled and adjusted. All equipment including standard and supplemental equipment is to be installed and ready for continuous operation on delivery.

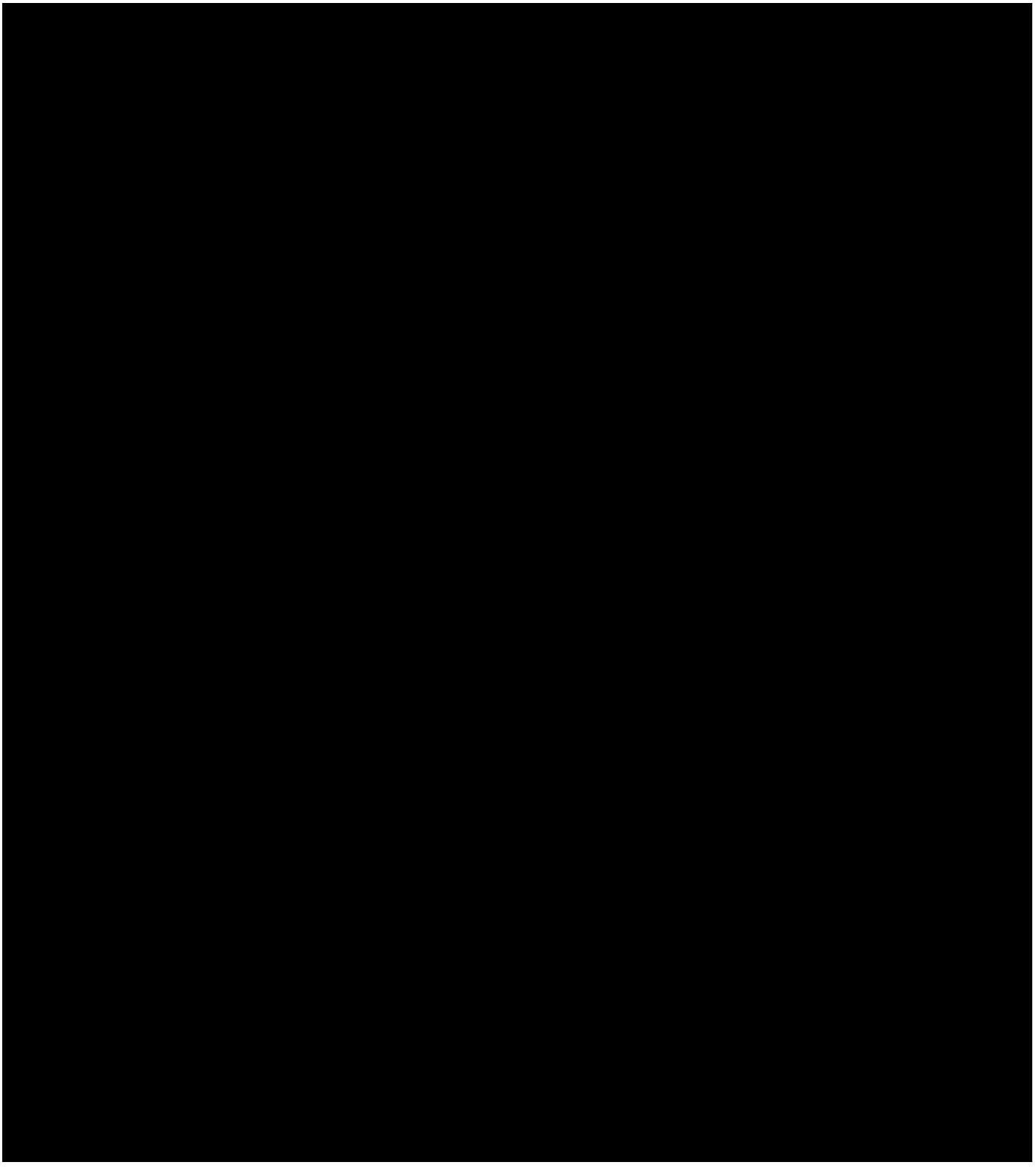
- Vendor is to provide all operation manuals for drone and accessories equipment.

- All parts not specifically mentioned, which are necessary for the unit, to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.

- The unit provided shall meet or exceed all Federal and State of NY laws, regulations, and standards in effect and applicable to equipment furnished at the time of manufacture.

- The vendor must have at least three (3) years' experience in providing specialty unmanned aircraft.

- The vendor will make known and support product warranties.



Schedule B

Submittal Form A - BID

Company: Drone Nerds Inc Phone # 719-297-3352 Email AustinY@dronenerds.com

Quantity	Item Description	Alternate Item Description	Unit Price	Amount
3	DJI MATRICE 350 RTK Single H30T Payload Kit (1 Yr Care Plus) M350 with Plus Care x 1 H30T payload with Plus Care x 1		$19,650	$58,950
24	DJI TB65 Intelligent Flight Battery		$685	$16,440
3	DJI BS65 Intelligent Battery Station		$1149	$3,447
2	DJI Avata 2 Fly More Combo (Three Batteries)		$1079	$2158
6	DJI Care Enterprise Plus (M350 RTK)		$1576	$9456
1	DJI FPV Remote Controller 3		$179	$179
1	GPC DJI AVATA 2 Case		$208.67	$208.67
1	Firehouse Tech DJI Avata 2 Tactical Light Kit (4 Light Dual Kit)		$134.99	$134.99
2	DJI Care Refresh 2-Year Plan (DJI AVATA 2)		$91	$182
2	DJI Care Refresh 1-Year Plan (DJI AVATA 2)		$55	$110
3	DJI CrystalSky WB37 Intelligent Battery		$55	$165
1	Service for Technical Problems 5 year term		$0	$0
1	Service for Mechanical Problems 5 year term		$0	$0

Total Amount (all items including delivery): $91,430.66

Submitted By Austin Yochus

Signature of Authorized Representative

Printed Name/Title/Date Austin Yochus

Authorized Representative

DJI CARE TERMS OF SERVICE

Thank you for purchasing DJI Care Enterprise, exclusively designed for DJI Enterprise products. Please pay attention to the following terms and conditions before you use this service:

1. You have been informed about and agreed to these terms before you purchase this service.

2. To ensure proper use of the service, please ensure the version of DJI Care Enterprise you purchased is the same as the region in which you purchased your device. This service can only be bound to devices purchased via DJI's official or authorized channels and used in the country or region selected during your purchase of this service.

3. DJI Care Enterprise can be renewed for up to a maximum of three years. Any product replacement with a new serial number will be bound automatically to the DJI Care package of the original product and enjoy the remaining benefits and warranty period. Please do not purchase DJI Care Enterprise again for the new replacement product.

4. The serial numbers of your DJI product and its components are important information that enables you to use the DJI Care Enterprise service. Please keep the information secure and do not disclose it to others. You are solely responsible for the consequences of and liability for any unauthorized use of your DJI product's serial number and other relevant services bound to it caused by your disclosure of such information.

5. Before purchasing the DJI Care Enterprise service, please carefully read <DJI' s privacy policy> and the terms of DJI' s Online Repair Request. Once you have purchased or applied to use the DJI Care Enterprise service, you are deemed to have read and agreed to comply with this privacy policy and the terms of service for DJI' s Online Repair Request. This means that you have agreed to provide the personal and product information you have entered to DJI, and authorized DJI to use such information when providing you with services. Product information includes but is not limited to your product model and serial number, product settings data, flight operation data, flight environment, and location data.

6. Before sending your product back for replacement or repair, please back up your personal information and/or delete all the data installed or recorded on the product, including but not limited to images, videos, and installed third-party software and software packages. If any such information cannot be deleted, please modify it to prevent others from obtaining it or to exclude it from the definition of personal data under applicable laws. If you fail to delete such information, DJI will inevitably access it when providing the service and may delete such data as a result of the service. DJI shall not be responsible for any loss or disclosure of data from any product you have sent back to DJI or any product you have repaired by DJI.

7. Please do not send back your SD card. If your product needs to be sent back, please ensure the data in your SD card is backed up and/or deleted beforehand. If you fail to delete the data on your SD card, DJI will inevitably access the data when providing the service. DJI shall not be responsible for any loss or disclosure of data from any product you have sent back to DJI or any product you have repaired by DJI.

1. Service information

1.1 Service Period

The service coverage period for DJI Care Enterprise Basic or DJI Care Enterprise Plus is 12 months.
The service coverage period for DJI Care Enterprise Basic (2-Year Plan) is 24 months.
It comes into effect at 0:00 on the start date and expires at 24:00 on the expiration date, as specified in the service agreement. You may check the start date of your service agreement on the< DJI Service Plans web page>.

2.1 Service Overview – DJI Care Enterprise Basic

2.1.1 Replacement Service

For accidental damage to your DJI Enterprise product during normal use within the service period of DJI Care Enterprise Basic, after you pay the certain replacement service fee, complete the repair request process, and send the damaged components back to DJI, you can enjoy the replacement service[1] provided by DJI in accordance with the outlined terms.

Service Details	Basic 1-Year Plan	Basic 2-Year Plan
Number of Replacements	2	4
Replacement Fee	Obtain a replacement product by paying a replacement fee. Please click here to see the replacement fee.	

If your DJI Enterprise product experiences damage within the coverage scope, you can request a replacement through DJI's Request Repair Service Online page.

If your device is eligible for DJI Care Express, you can choose this service. Opting for DJI Care Express means you agree to use the replacement service and consent to DJI not conducting data analysis on your product during the replacement process. DJI will collect your original product as proof for providing the replacement service. You need to pay the replacement service fee in advance to submit a case. This service can be applied for through the DJI Care Express Service page.

For services with a limited number of uses, one use will be deducted each time the service is utilized. After the service is completed, the device will automatically be bound to the original product's DJI Care Enterprise. You can check the remaining number of services through the Check Your Service Plan page.

2.1.2 Official Warranty

If your DJI Enterprise product experiences a performance failure due to non-user error and is returned to DJI or an official DJI authorized repair center during the service period of DJI Care Enterprise Basic, DJI will cover the material and labor costs. You can request a repair service through DJI's Request Repair Service Online page.

3.1 Service Overview – DJI Care Enterprise Plus

3.1.1 Repair Service

During the service period of DJI Care Enterprise Plus, if your DJI Enterprise product is accidentally damaged during normal use, you can enjoy a free repair or replacement service in the form of reduction of the coverage amount within the coverage scope (priority will be given to providing repair service) [2]. DJI Enterprise products that are first activated and bound to DJI Care Enterprise Plus within the same period (30 calendar days) can share coverage amounts.

Service Details	Plus 1-Year Plan
Unlimited Number of Free Repairs	Unlimited free repairs within the coverage amount
Sharing Coverage	Devices with service plan activated within 30 days are eligible to share coverage amounts
Coverage Amount	Click here for more details on coverage amount

If your DJI Enterprise product experiences damage within the coverage scope, you can request a free repair through DJI's Request Repair Service Online page.

Each time a malfunction occurs, the repair cost will be deducted from your coverage amount. In the event of a repair, DJI will initially deduct from the coverage amount specific to the DJI Enterprise product as outlined in the terms. If the coverage amount is insufficient, the shared coverage amount from other DJI Care Enterprise Plus plans will be utilized. If your remaining coverage is inadequate to cover the repair cost, you will be required to pay the difference to receive the repair service.

Repair and labor costs incurred within the coverage amount are covered by DJI. Repair costs for damages not covered by DJI Care Enterprise Plus shall be borne by the customer or covered by any other relevant service the customer has purchased.

3.1.2 Flyaway Replacement

During the service period of DJI Care Enterprise Plus, if a flyaway incident for your product occurs due to an accident, you can receive a functioning normally product after completing the service process and paying the service fee.

Service Details	Plus 1-Year Plan
Flyaway Replacement	One flyaway replacement in one year
Supported Product	Matrice 30, Matrice 30T, DJI Mavic 3E, DJI Mavic 3T, DJI Mavic 3M, DJI Matrice 4T, DJI Matrice 4E
Replacement Fee	Obtain a product by paying a replacement fee. Please click here to see the replacement fee.

If your device supports the Flyaway Replacement service, please ensure that, prior to any flyaway incident, you access the [Device Management] module in the compatible app to associate your DJI account with the aircraft and bind the specified remote control device. If the aircraft is not properly associated and bound, or if either the association or binding is canceled, you will not be eligible to apply for the Flyaway Replacement

service in the event of a flyaway incident.

If you apply for the Flyaway Replacement service, you need to submit a Flyaway Aircraft Report and provide the accident flight records. If you are unable to provide the accident flight records or produce the Flyaway Aircraft Report, you cannot use the Flyaway Replacement service. After the Flyaway Aircraft Report is produced, the use of the flyaway product will be restricted. Upon payment of the Flyaway service fee, ownership of the flyaway aircraft will be transferred to DJI, and the submission of the Flyaway Aircraft Report cannot be cancelled. If you retrieve the aircraft again, please return it to DJI for processing. You can apply for this service through the Flyaway Service page.

3.1.3 Factory Maintenance

DJI offers standard maintenance services[3] covering basic inspections, upgrades, calibrations, deep cleaning, and easily-worn part replacement for DJI Care Enterprise products specified in the terms within the service period of DJI Care Enterprise Plus[4].

Service Details	Plus 1-Year Plan
Factory Maintenance	One factory maintenance in one year
Supported Product	Matrice 30, Matrice 30T, DJI Mavic 3E, DJI Mavic 3T, DJI Mavic 3M, Matrice 30T Dock Version, Matrice 350 RTK, Matrice 3D, Matrice 3TD

You can obtain a maintenance code by completing the service application in the FAQ section at the bottom of the Maintenance Service Application page. Once you have the code, you can initiate the maintenance service on this page.

The complimentary drone maintenance service shall be used within the service period of DJI Care Enterprise Plus. You can check the service period of your DJI Care Enterprise Plus through the Check Your Service Plan page.

3.1.4 Battery Replacement

DJI guarantees that during the service period of DJI Care Enterprise Plus, if the battery of your DJI Enterprise product specified in the terms is damaged due to non-user factors during normal use, and you return the drone and battery included in the package to DJI or an official DJI authorized repair center within the service period, DJI will replace the battery with a new one for free.

Service Details	Plus 1-Year Plan
Battery Replacement	Two batteries per year
Supported Product	Matrice 350 RTK, Matrice 3D, Matrice 3TD

You can apply for the battery replacement service through the DJI's Request Repair Service Online page. Please return the battery along with the aircraft, and when submitting a repair request, select "DJI Care Battery Replacement" or include a note stating "DJI Care Battery Replacement". If it falls within the coverage scope, DJI will provide the battery replacement service, deduct the number of battery replacements, and retain the original battery as proof of service.

4.1 Service Scope

4.1.1 The scope of replacement service provided by DJI Care Enterprise Basic, DJI Care Enterprise Basic (2-Year Plan), and the scope of repair service provided by DJI Care Enterprise Plus are shown below:

Type	Supported Product	Covered Components	Quantality of Covered Components (if applicable)
Drones	Phantom 4 RTK P4 Multispectral	aircraft body, gimbal, battery, and propellers	Propeller (Pair) x2 Battery (Piece) x1 Other Component x1
	Mavic 2 Enterprise series	aircraft body, bound gimbal and camera, battery, and propellers	
	Mavic 2 Enterprise Advanced	aircraft body, bound gimbal and camera, battery, propellers, M2EA Spotlight, M2EA Speaker, and M2EA Beacon	
	DJI Mavic 3E DJI Mavic 3T	aircraft body, bound gimbal and camera, battery, propellers, and DJI RC Pro Enterprise	
	DJI Mavic 3M	aircraft body, bound gimbal and camera, battery, propellers, DJI RC Pro Enterprise, and RTK Module	
	DJI Matrice 4T DJI Matrice 4E	Aircraft body (incl. RTK module), bound gimbal and camera, battery, propellers, remote controller, and battery charging hub	
	M200 M200 V2	aircraft body and propellers	Propeller (Pair) x2 Other Component x1
	M210 M210 RTK	aircraft body, propellers, external GPS,single upward gimbal connector, and dual downward gimbal connectors;	
	M210 V2 M210 RTK V2	aircraft body, propellers, single upward gimbal connector, and dual downward gimbal connectors	
	Matrice 300 RTK	aircraft body, propellers, single upward gimbal connector, single downward gimbal connector,	

		and dual downward gimbal connectors	
	Matrice 350 RTK	aircraft, propellers, single upward gimbal connector, single downward gimbal connector, dual downward gimbal connector, DJI RC Plus, and Intelligent Battery Station (two batteries can be replaced for free in one year if DJI Care Enterprise Plus is purchased and bound)	
	Matrice 30 Matrice 30T	aircraft body, bound gimbal and camera, propellers, RC Plus, and Intelligent Battery Station	
Payloads	Zenmuse X5S Zenmuse Z30 Zenmuse XT S Zenmuse XT Zenmuse XT2 Zenmuse P1	gimbal and camera (including the lens)	Component x1
	Zenmuse H20 Zenmuse H20T Zenmuse H20N Zenmuse H30 Zenmuse H30T	gimbal and camera	
	Zenmuse L1 Zenmuse L2	gimbal, lidar, camera, and high-precision inertial navigation module	
Accessories	M2EA RTK Module	M2EA RTK Module	Component x1
	D-RTK 3 Multifunctional Station	D-RTK 3 Station, antenna	Antenna x8 Other Component x1
Remote Drone Operation Solutions	Matrice 30T Dock Version	aircraft body, bound gimbal and camera, and propellers	Propeller (Pair) x2 Other Component x1
	Matrice 3D Matrice 3TD	aircraft body, bound gimbal and camera, and propellers(two batteries can be replaced for free in one year if DJI Care Enterprise Plus is purchased and bound)	Propeller (Pair) x2 Other Component x1

4.1.2 The scope of official warranty service provided by DJI Care Enterprise Basic and DJI Care Enterprise Basic (2-Year Plan) are shown below：

Type	Supported Product	Covered Components
Drones	Phantom 4 RTK P4 Multispectral	aircraft body, gimbal and camera, vision system, and propulsion system (excluding the propellers)
	Mavic 2 Enterprise series	main controller, vision system, gimbal and camera, and propulsion system (excluding the propellers)
	Mavic 2 Enterprise Advanced	main controller, vision system, gimbal and camera, propulsion system (excluding the propellers), M2EA Spotlight, M2EA Speaker, and M2EA Beacon
	DJI Mavic 3E	main controller, vision system, gimbal and camera, propulsion system (excluding the propellers), and DJI RC Pro Enterprise (Lens: Only warranty period extended, instead of the number of lens shutter count)
	DJI Mavic 3T	main controller, vision system, gimbal and camera, propulsion system (excluding the propellers), and DJI RC Pro Enterprise
	DJI Mavic 3M	main controller, vision system, gimbal and camera, propulsion system (excluding the propellers), DJI RC Pro Enterprise, and RTK Module (Lens: Only warranty period extended, instead of the number of lens shutter count)
	M200 M200 V2	aircraft body , flight Controller System, FPV module, propulsion system (excluding propellers and propeller mounting plates)
	M210	aircraft body , flight Controller System, FPV module, propulsion system (excluding propellers and propeller mounting plates), GPS kit (excluding Mounting Bracket), single upward gimbal connector, and dual downward gimbal connectors
	M210 RTK	aircraft body , flight Controller System, FPV module, propulsion system (excluding propellers and propeller mounting plates), D-RTK antenna, D-RTK processor, GPS kit (excluding Mounting Bracket), single upward gimbal connector, and dual downward gimbal connectors
	M210 V2	aircraft body, flight Controller System, FPV module, propulsion system (excluding propellers and propeller mounting plates), single upward gimbal connector, and dual downward gimbal connectors
	M210 RTK V2	aircraft body , flight Controller System, FPV module, propulsion system (excluding propellers and propeller

		mounting plates), D-RTK 2 antenna (excluding mounting bracket), single upward gimbal connector, and dual downward gimbal connectors
	Matrice 300 RTK	aircraft body, flight Controller System, Propulsion system (excluding propellers) and antenna (transmission antenna and D-RTK antenna), single upward gimbal connector, single downward gimbal connector, and dual downward gimbal connectors
	Matrice 350 RTK	aircraft body, flight controller system, propulsion system (excluding propellers) and antenna (transmission antenna and D-RTK antenna), single upward gimbal connector, single downward gimbal connector, dual downward gimbal connector, DJI RC Plus, and Intelligent Battery Station
	Matrice 30 Matrice 30T	aircraft body, bound gimbal and camera, flight controller system, propulsion system (excluding propellers), antennas (transmission antenna and D-RTK antenna), DJI RC Plus, and Intelligent Battery Station
Payloads	Zenmuse X5S Zenmuse Z30 Zenmuse P1	gimbal and camera (including the lens) (Lens: Only warranty period extended, instead of the number of lens shutter count)
	Zenmuse H20 Zenmuse H20T Zenmuse H20N Zenmuse H30 Zenmuse H30T	gimbal and camera
	Zenmuse L1	gimbal, lidar, camera, and high-precision inertial navigation module
	Zenmuse L2	gimbal, lidar, camera, and high-precision inertial navigation module(Lens: Only warranty period extended, instead of the number of lens shutter count)
Accessories	M2EA RTK Module	M2EA RTK Module
	D-RTK 3 Multifunctional Station	D-RTK 3 Station
Remote Drone Operation Solutions	Matrice 3D Matrice 3TD	main controller, vision system, gimbal and camera, propulsion system (excluding the propellers)

4.1.3 Return Components Instructions

1). Please send back the covered components as listed above. Otherwise, DJI has the right to require you to

send back such components or reject your DJI Care Enterprise service request. Any component not sent back will not be entitled to DJI Care Enterprise services. Please do not send back any components separately, or components that are not standard provided by DJI. DJI has the right to reject your DJI Care Enterprise service request if you send back components separately or components that are not standard provided by DJI. Please do not send back your battery charger or other parts that are not within the coverage. Any relevant expenses as well as risks and liability incurred as a result of you doing so shall be borne by you alone.

2). For drone models with parts that include a battery, you can decide whether to send the battery back if it is working normally. If you send the battery back, DJI will provide you with a new one during the replacement service; if no battery is sent back, DJI will not provide any battery replacement during the service. If your courier company refuses to deliver your battery due to its seriously damaged condition, you may contact DJI and provide photos or videos of the battery without having to send the damaged battery back. Upon verification, DJI will provide you with a new battery in your product replacement.

2. Service Fees

2.1 Replacement Fee and Coverage Amount

2.1.1 For the DJI Care Enterprise Basic or DJI Care Enterprise Basic (2-Year Plan) service plan, you need to pay a small replacement fee. Please < click here > for more details on the replacement fee.

2.1.2 For the DJI Care Enterprise Plus, you will not have to pay any additional fees if the replacement cost is within the coverage amount. Please < click here > for more details on the coverage amount.
If the balance of your coverage amount is insufficient to pay for the repair or replacement fee, you will need to make up for the exceeding amount in order to enjoy the repair or replacement service.

2.1.3 To use the DJI Care Flyaway Coverage service, you will need to pay additional replacement fee. Please < click here > for more details on the replacement fee.

2.2 Shipping Fees and Taxes

Any two-way shipping fee incurred within the country or region for which you are requesting to use the DJI Care Enterprise service plan shall be borne by DJI. If you wish to send your product back internationally or across regions, you must first obtain the consent of DJI, and any tariffs and custom clearance, shipping, and other fees shall be borne by you. DJI has the right to refuse to provide this service if any of the above criteria is not met.

3. Exclusions

3.1 DJI Care Enterprise does not cover the following:

1). Damaged components not within the coverage;

2). Components within the coverage that are fully or partly missing;

3). Components that have been stolen, robbed, or discarded;

4). Damage caused by flight under unsuitable conditions;

5). Damage caused deliberately;

6). Abrasions and shell damage that do not affect the performance of the product;

7). Damage caused by natural disasters, wars, military actions, riots, coups, rebellions, and terrorist activities;

8). Damage caused by use of the product for activities that are illegal or in violation of usage rules;

9). Indirect loss or anticipated profit in any form;

10). Repair or replacement requests that are beyond the coverage period of DJI Care Enterprise;

11). Extra fees resulting from technical enhancements or performance improvements;

12). Damage resulting from modifications that are not in accordance with manual recommendations, or the use of incompatible batteries, chargers, or other supporting devices;

13). Damage caused by using non-DJI certified third-party accessories, batteries, or software;

14). Damage due to unauthorized repair or replacement of parts;

15). Damage due to modification or disassembly of the product that is non-compliant with official documentation or unauthorized by DJI;

16). Damage due to incorrect installation, or from use and operation not in accordance with the requirements in the user manual;

17). Circumstances specified in the terms of service leading to the termination of the replacement service under DJI Care Enterprise;

18). Any lawsuit, arbitration, or expense related to warranty liability under DJI Care Enterprise;

19). Applications for service from outside of the region of purchase;

20). Personal injury or property damage to the customer or other personnel caused by the product.

3.2 Official Warranty Service will not be provided where:

1). Damage to components not covered by the Warranty Service;

2). Damage to non-DJI products;

3). Damage caused by using your DJI product together with a non-DJI product or third-party accessory/software that is not authorized by DJI;

4). Some or all of the parts that are covered are lost;

5). Some or all of the parts that are covered have been stolen, looted, or discarded;

6). Damage that is not caused by quality issues;

7). Damage caused by use or control of the product in a flight environment not compliant with the requirements in the product documentation (including but not limited to meteorological and hydrological conditions) or in violation of other relevant requirements therein;

8). Damage caused by a violation of drone airworthiness requirements;

9). Damage caused by installation, usage, or operation not in accordance with the user manual's recommendations;

10). Damage caused by an unauthorized repair of parts and/or replacement of gimbals;

11). Damage due to modification or disassembly of the product that is non-compliant with official documentation or unauthorized by DJI;

12). Damage caused by use of batteries with quality issues;

13). Natural wear or damages on component surface, shell or rack that did not influence product's performance;

14). Direct or indirect loss caused by natural disaster, war, military action, riot, coup, terrorist activities, etc;

15). Indirect loss and/or anticipated profit in any form;

16). Additional costs incurred for upgrading or improving the product's technical specifications and performance;

17). Personal injury and/or property loss to the customer or any other people caused by the aircraft;

18). Any litigation, arbitration and/or any other legal fees relating to warranty service;

19). Any repair costs incurred due to water damage to the product;

20). Any repair fee incurred before the warranty service of DJI Care Enterprise Basic comes into effect shall not be refunded by DJI;

21). Applying for this service outside the product's region of purchase.

4. Termination of Service

4.1 DJI will be deemed as having fulfilled its obligations under these terms of service, and this warranty service will be terminated automatically in the case of any of the following circumstances:

1) The coverage period of the service of DJI Care Enterprise Basic;

2) You have applied on your own initiative to cancel the DJI Care Enterprise Basic service with confirmation from DJI.

4.2 DJI may refuse to provide or may terminate this service in case of any of the following circumstances:

1) The product for which service was requested was not purchased via DJI's official or authorized channels;

2) The version of the DJI Care Enterprise Basic is not the same as that from which the bound product was purchased;

3) The service was requested from outside the coverage area;

4) The warranty service request date exceeds the coverage period;

5) The warranty service request was not made through the proper service request procedure;

6) After an Online Repair Request or DJI Care Express request was submitted, the product for which service was requested was not received by DJI within the validity of this Agreement.

5. Return and Transfer of DJI Care Enterprise Service

If you return your device according to DJI's return policy, you may request to cancel the DJI Care Enterprise service.

The DJI Care Enterprise service cannot be canceled without the return of your bound DJI product, or once you have started using the service.

The DJI Care Enterprise service cannot be transferred.

[1] The replacement device provided has the same performance and reliability as those of a brand-new product.

[2] Priority will be given to providing repair service. If you choose replacement service, the replacement device provided has the same performance and reliability as those of a brand-new product. Only repair services are available for Zenmuse XT S, Zenmuse XT, and Zenmuse XT2. Replacement services are currently unavailable for this device.

[3] Free maintenance service can be used within the coverage period of the DJI Care Enterprise service plan.

The following products can enjoy a standard maintenance service when DJI Care Enterprise Basic is purchased and bound: Matrice 30, Matrice 30T, DJI Mavic 3E, DJI Mavic 3T and DJI Mavic 3M.

The following products can enjoy two standard maintenance service when DJI Care Enterprise Basic (2-Year Plan) is purchased and

bound: DJI Mavic 3E, DJI Mavic 3T and DJI Mavic 3M.

The following products can enjoy a standard maintenance service when DJI Care Enterprise Plus is purchased and bound: Matrice 30, Matrice 30T, DJI Mavic 3E, DJI Mavic 3T, DJI Mavic 3M, Matrice 350 RTK, Matrice 30T Dock Version, Matrice 3D, and Matrice 3TD .

One time of Basic Maintenance for Japan and no maintenance service available in Hong Kong (SAR), South Korea and Mexico.

For the covered parts and maintenance methods of the standard maintenance service, DJI reserves the right of final interpretation.

[4] In the event of damage to components outside the scope of easily worn parts protection, the cost of materials and labor involved shall be borne by you personally or by using other services.

DJI Care Refresh Terms of Service

Thank you for purchasing DJI Care Refresh. Please note the following important points:

1. By purchasing DJI Care Refresh, you acknowledge that you have read, understood, and agreed to the Terms of Service.

2. To ensure you can enjoy the services normally, DJI Care Refresh and the corresponding product must be purchased from the same country or region.

3. After using the services provided by DJI Care Refresh, if the serial number of the product changes, the product will automatically be bound to the DJI Care Refresh of the original product and inherit the validity period of each service and the official warranty period of the original product.

4. The serial number of your DJI product and its components is important to use DJI Care Refresh. Please keep the information to yourself. If your DJI product serial number is lost or stolen, you shall bear the corresponding consequences and responsibilities.

5. Before applying for DJI Care Refresh services, please go to the DJI Privacy Policy page and read the DJI privacy policy carefully. By applying for the service, you hereby acknowledge that you have read, agree to and abide by this Privacy Policy, authorize to provide DJI with your personal information and product information you fill out, and authorize DJI to use such information while providing services to you. Personal information includes but is not limited to your name, telephone number, email, and address. Product information includes but is not limited to your product model and serial number, product settings data, flight operation data, and flight environment and location data.

6. Before applying for DJI Care Refresh services, please back up and/or delete all the data installed or recorded in your product, including but not limited to images, videos, and installed third-party software and software packages in the built-in memory and SD cards. If any such information cannot be deleted, please modify it to prevent others from obtaining it or excluding it from the definition of personal data under applicable laws. If you fail to delete such information, DJI will unavoidably access such information when providing the service and may delete such data as a result of the service. DJI shall not be liable for any loss or disclosure of data from any product you have sent back to DJI or any product you have repaired by DJI.

7. DJI may change or unbind the product's remote-control device (remote controllers or goggles) during the services. When you receive the repaired product or replacement unit, please promptly connect the app to check the remote-control device binding status and bind a remote-control device again, or change the bound remote-control device if necessary. **There is no need to remove the device from the bound account.**

The settings of the associated account directly affect the control and use of the product. The product can be connected to and used by anyone after the associated account is removed. Please use this function with caution.

1. Introduction to Services

All DJI Care Refresh services are provided by SZ DJI Technology Co., Ltd. or its designated affiliated companies (hereinafter referred to as "DJI").

DJI Care Refresh services may differ depending on the products. Please refer to a product's page description when purchasing DJI Care Refresh. For the services presented in the following terms, if "Supported Product" is not marked, the service is applicable to designated DJI products that DJI Care Refresh can be purchased. If "Supported Product" is marked, the service only applies to the listed models.

Please refer to the Service Agreement sent to you after the successful binding of the service plan for the effective and expiration dates of DJI Care Refresh. The validity period for DJI Care Refresh (1-Year Plan) and DJI Care Refresh (2-Year Plan) is 12 months and 24 months, and the validity period of the various service benefits included in DJI Care Refresh is consistent with the validity period of DJI Care Refresh.

1.1 Replacement Service[1]

If DJI products specified in the Service Agreement are damaged or flown away during normal use or due to accidents within the validity period, you may obtain a well-functioning product from DJI after going through the replacement service procedure.

Service Details	1-Year Plan	2-Year Plan
Number of Replacements	2 (incl. 1 for Flyaway replacement)	4 (incl. 2 for Flyaway replacements)
Replacement Fee	Obtain a replacement product by paying a replacement fee. Please click here to see the replacement fee.	

For services with a limited number of service times, one service time will be deducted after each use. DJI Care Refresh of the original product will be automatically bound to the aircraft when the service is completed. You can check the remaining service times on the Check My Service Plan page.

As the Replacement service includes DJI Care Express, by selecting DJI Care Express, you choose to use the Replacement service, and agree that DJI will not conduct data analysis for your product during the replacement service and will retrieve your original product as the proof of the replacement service.

You can apply for this service through the DJI Care Express page and pay the corresponding replacement fee.

[1] If you choose to use the replacement service, DJI will provide a replacement product of the same model as yours, and the replacement product is brand-new or equivalent to brand-new product in performance and reliability.

If DJI Care Refresh purchased includes Accidental Damage Replacement service, please be sure to return all covered components when using the replacement service. If any or all of your covered components are lost, you will not be able to apply for the Accidental Damage Replacement service.

If DJI Care Refresh purchased includes Flyaway Replacement service, to make sure that your aircraft can enjoy the Flyaway service, please enter [Device Management] in the app to bind your DJI account with the aircraft and remote-control device (remote controller or goggles) as soon as possible. For the aircraft that is not associated or bound or either association or binding is cancelled once done, you will not be able to apply for the Flyaway Replacement service if the flyaway incident occurs.

If you apply for the Flyaway Replacement Service, you need to submit a Flyaway Aircraft Report and provide the accident flight records. If you are unable to provide the accident flight records or produce the Flyaway Aircraft Report, you cannot use the Flyaway Replacement Service. After the Flyaway Aircraft Report is produced, the use of the flyaway product will be restricted. **Upon payment of the Flyaway Service Fee, ownership of the flyaway aircraft will be transferred to DJI, and the submission of the Flyaway Aircraft Report cannot be cancelled.** If you retrieve the aircraft again, please return it to DJI for processing.

You can apply for this service through the Flyaway Service page.

1.2 Official Warranty

If any performance failure not attributable to user errors has occurred to any DJI product specified in the Service Agreement, the material and labor costs incurred shall be borne by DJI[2], provided that the product is returned to DJI or an official DJI authorized service center within the validity period of DJI Care Refresh.

You can apply for the repair service through the Request Repair Service Online page.

1.3 Exclusive Repair Discounts

DJI products and accessories specified in these terms sent along for repair are entitled to exclusive discounts within a certain quota if they are damaged during the validity period under normal use or due to an accident. The repair amount is accumulated, and if it exceeds the limited repair quota or number of services, the Exclusive Repair Discounts cannot be used.

Service Details	1-Year Plan	2-Year Plan
Number of Services	2	3

[2] The fees of two-way shipping fee incurred in the country or region where you apply for the above service will be borne by DJI. If you need to send your product back internationally or across regions, you must first obtain the consent of DJI, and any tariffs and customs clearance, shipping, and other fees shall be borne by you. DJI has the right to refuse to provide this service if any of the above criteria is not met.

[3] In the event of any damage to components outside the coverage scope of easily-worn parts, the material and labor costs involved shall be borne by you personally or using other services.

Supported Product	DJI Mavic 3 and DJI Mavic 3 Cine

If DJI Care Refresh purchased includes the Exclusive Repair Discounts service, please be sure to return all covered components when using the service. If any or all of your covered components are lost, you will not be able to apply for the Exclusive Repair Discounts service.

You can apply for the service through the Request Repair Service Online page.

1.4 Factory Maintenance

DJI offers maintenance covering basic inspections, upgrades, calibrations, deep cleaning, and easily-worn part replacement for products specified in the Service Agreement within the validity period.

Service Details	1-Year Plan	2-Year Plan
Number of Services	1	2
Supported Product	DJI Mavic 3 and DJI Mavic 3 Cine	

If DJI Care Refresh purchased includes the Factory Maintenance service, please be sure to return all covered components when using the service. If any or all of your covered components are lost, you will not be able to apply for the Factory Maintenance service.

You can apply for this service through the Maintenance Service page.

1.5 International Warranty Service

If DJI products specified in the Service Agreement are provided with International Warranty Service (please refer to the FAQ for supported models) from DJI official stores or any other authorized channels with valid proof of purchase, you can apply for services at any of the global DJI official service centers that provide DJI Care Refresh services once DJI Support confirms that the product fault falls within the scope of service. The determination rules and the terms of service are subject to the country or region where you purchased DJI Care Refresh.

If DJI products specified in the Service Agreement are not entitled to the International Warranty Service, services will be only **available in countries or regions selected at the time of purchase of DJI Care Refresh**.

2. Service Scope

2.1 Scenarios Within the Service Scope

The following is the scope of coverage for DJI Care Refresh. Any expenses incurred outside the scope of coverage will be handled at your own expense.

1) **Replacement Services** cover the main components of the product damaged during normal use or due to accidents, and components are defined below:

- For DJI Neo Series, DJI Avata Series, DJI Air Series, DJI FPV, DJI Mini Series, DJI Mavic Series, and Spark Series: aircraft, gimbal and camera, propellers and battery;
- For Osmo Pocket 3: main body (include gimbal) and protective cover;
- For Osmo Mobile Series: gimbal, magnetic phone clamp, grip tripod and built-in battery;
- For DJI OM Series, DJI Pocket 2, and Osmo Series: main body (include gimbal) and battery;
- For DJI Action 2 Dual-Screen Combo: camera unit and front touchscreen module; For Power combo: camera unit and power module;
- For DJI RS 2, DJI RSC 2, and Ronin Series: gimbal and grip;
- For DJI RS 3 Mini: gimbal, quick-release plate, and tripod;
- For DJI RS 4, DJI RS 3: gimbal, BG21 grip, lens-fastening support, USB-C charging cable (40 cm); extended grip/tripod, quick-release plate, multi-camera control cable (USB-C, 30 cm), and screw kit;
- For DJI RS 4 Pro , DJI RS 3 Pro: gimbal, BG30 grip, USB-C charging cable (40 cm), lens-fastening support, extended grip/tripod (metal), quick release plate, briefcase handle, multi-camera control cable (USB-C, 30 cm), screw kit, and carrying case;
- For Phantom Series: aircraft, gimbal and camera, and propellers;
- For Inspire 2: aircraft and propellers;
- For Zenmuse Series: gimbal and camera;

Quantity of the above replacement components (if applicable): aircraft × 1, gimbal × 1, battery × 1, and propellers (pair) × 2

***Open-box batteries for aircraft and handheld devices are not covered by the replacement service.**

2) **Exclusive Repair Discounts** cover the damage or loss of the product and structural parts sent back together, which occur during normal use or due to accidents. The main components are defined below: aircraft × 1, gimbal and camera × 1, propeller (pair) × 2, and battery × 1

3) **Official Warranty** covers the following components for performance failure due to non-user error:

- For DJI Neo Series, DJI Avata Series, DJI Air Series, DJI FPV, DJI Mini Series, DJI Mavic series, Spark Series, and Phantom

  Series: main controller, gimbal and camera, vision positioning system module, and propulsion system (excluding the propellers);

- For Osmo Action 3, Osmo Action 4 and Action 5 Pro: camera unit and battery;

- For Osmo Pocket 3, DJI Pocket 2 and DJI Osmo Action: camera unit;

- For DJI Action 2 Dual-Screen Combo: camera unit and front touchscreen module; For Power combo: camera unit and power module;

- For Osmo Mobile Series: gimbal and built-in battery;

- For Osmo Pocket, Osmo +, and Osmo: gimbal and camera, and handle;

- For DJI OM Series: main body (include gimbal);

- For DJI RS 4, DJI RS 4 Pro, DJI RS 3 Mini, DJI RS 3, DJI RS 3 Pro, DJI RS 2, DJI RSC 2 and Ronin series: gimbal, gimbal motor, and grip (if applicable);

- For Inspire 2: aircraft (excluding gimbal and camera, battery); • For Zenmuse Series: gimbal and camera (including lens).

4) **Factory Maintenance** offers preventative repair for the full set of products, including basic inspections, upgrades, calibrations, cleaning, and easily-worn part replacement. The full set of products is defined below: aircraft × 1, gimbal and camera × 1, propellers (pair) × 2, battery × 1, and remote controller × 1.

Easily-worn parts are defined below:

DJI Mavic 3 and DJI Mavic 3 Cine: propellers, gimbal rubber damper, lens protector, and windshield baffle

2.2 Exclusions

The losses, expenses, and liabilities listed below are not covered by any of the DJI Care Refresh services:

1) Any parts that are specified as not covered by the service;

2) Damage to non-DJI products;

3) Damage caused by using the DJI product with a non-DJI product or third-party accessory/software that is not authorized by DJI;

4) Some or all of the DJI product's parts that are covered by the service have been stolen, looted, or discarded;

5) Service requests not covered under the validity period of DJI Care Refresh;

6) Damage to components caused by unauthorized repair or replacement;

7) Damage to the product caused by deliberate actions;

8) Damage due to modification or disassembly of the product that is non-compliant with official documentation or unauthorized by DJI;

9) Damage to the DJI product caused by using the product to engage in illegal activities;

10) Damage caused by natural disasters, war, military action, riot, coup, rebellion, and terrorist activities;

11) Damage to the DJI product caused by nuclear radiation, nuclear explosion, nuclear pollution, or other radioactive pollution;

12) Technical enhancements or performance improvements for DJI products are provided at an extra fee;

13) Indirect loss and/or anticipated profit in any form;

14) Personal injury and/or property loss to the customer or any other people caused by the DJI product; 15) Any litigation, arbitration, and relevant expense related to each service liability.

The following losses, expenses and liabilities are also not covered by the Official Warranty service:

1) Some or all of the DJI product components that are covered by the service are lost;

2) Personal injury or property damage to the user or other personnel caused by the product;

3) Damage to the product that is not caused by quality issues;

4) Damage to the product caused by flights in unsuitable conditions (including but not limited to meteorological and hydrological environments) or operation not in accordance with the recommended use, as outlined in the product's user manual;

5) Product damage caused by violation of drone airworthiness requirements;

6) Damage to the DJI product caused by installation, usage, or operation not in accordance with the recommended use, as outlined in the product's user manual;

7) Damage to the DJI product resulting from using a defective battery;

8) Natural wear or damages on component surface, shell, or landing gear that do not influence the product's performance;

9) Other situations not covered by the free warranty service are listed in DJI's after-sales service policies.

3. Termination of Service

DJI has the right to refuse to provide services in case of any of the following circumstances:

1) Products for which service is required are purchased from non-DJI official or authorized channels;

2) DJI Care Refresh and the corresponding product are not purchased from the same country or region;

3) The service is applied outside of the coverage area;

4) The date when you apply for the service is not within the validity period of the service.

5) Failure to apply for services in accordance with the service process.

6) After applying for DJI Care Express, the corresponding main body or accessory is not returned as required.

In the case that DJI has fully fulfilled the obligations of the DJI Care Refresh service, the service will be terminated under one of the following circumstances:

1) The coverage period agreed upon for each service has been reached;

2) The number of coverage times agreed upon for each service has been reached;

3) The user has requested to exit DJI Care Refresh, and the request has been confirmed by DJI.

4. Return and Transfer DJI Care Refresh

If your DJI product is returned in accordance with DJI Official Return Policy, you may apply to return your DJI Care Refresh. If your DJI product has not been returned, or one or more services under DJI Care Refresh have been used, then you cannot return DJI Care Refresh.

DJI Care Refresh cannot be transferred after purchase.

RESOLUTION NO.: 231 - 2023

OF

NOVEMBER 13, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES LAW ENFORCEMENT TECHNOLOGY PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED $1,750,000.00 WITH NO CITY MATCH

WHEREAS, the City of Newburgh Police Department proposes to apply for a New York State Division of Criminal Justice Services Law Enforcement Technology program grant to purchase new equipment and related services for the City of Newburgh Police Department; and

WHEREAS, the grant funding in the amount of $1,750,000.00 requires no City match; and

WHEREAS, this Council has determined that applying for such grant and accepting if awarded is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Division of Criminal Justice Services Law Enforcement Technology program grant in the amount of $1,750,000.00 with no City match for the purchase of equipment and related services; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 11/13/23 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 14th day of NOV 20 23

Katrina Cotten
Deputy City Clerk

RESOLUTION NO.: ___16___-2025

OF

JANUARY 27, 2025

A RESOLUTION AMENDING THE 2025 PERSONNEL ANALYSIS BOOK TO DELETE ONE TEMPORARY ACCOUNT CLERK POSITION AND ADD ONE ACCOUNT CLERK POSITION IN THE CODE COMPLIANCE BUREAU

WHEREAS, the Code Compliance Supervisor proposes to delete one Account Clerk position on a temporary basis and to add one Account Clerk position in the Code Compliance Bureau; and

WHEREAS, the City Council has determined that deleting one Account Clerk position on a temporary basis and adding one Account Clerk position in the Code Compliance Bureau will promote economy and efficiency within the Bureau; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2025 be amended to delete one Account Clerk position on a temporary basis and add one Account Clerk position in the Code Compliance Bureau.

RESOLUTION NO.: ___17___-2025

OF

JANUARY 27, 2025

A RESOLUTION AMENDING THE 2025 PERSONNEL ANALYSIS BOOK AND AMENDING RESOLUTION NO.: 249-2024, THE 2025 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO CHANGE THE GRADE AND SALARY OF THE HIGHWAY AND UTILITY INSPECTOR

WHEREAS, this Council finds that it is in the best interests of the City of Newburgh to adjust the 2025 Personnel Analysis Book and the 2025 Budget for the City of Newburgh, New York to change the grade and salary of the Highway and Utility Inspector from a Grade 16, Step 1, and salary of $50,473.00 to a Grade 23, Step 1, and salary of $69,861.00;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, that 2025 Personnel Analysis Book and 2025 Budget be and hereby are amended to change the grade, step and salary of the Highway and Utility Inspector from a Grade 16, Step 1, and salary of $50,473.00 to a Grade 23, Step 1, and salary of $69,861.00.

RESOLUTION NO.: 18 - 2025

OF

JANUARY 27, 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH SUPPORTING INVEST IN OUR NEW YORK

WHEREAS, New Yorkers are facing a worsening affordability crisis and over two and a half million New Yorkers are living in poverty. As a result working-class and low-income families are fleeing the state in search of a more affordable place to live. In 2022, the people who left our state at the highest rates were families making between $32,000 and $65,000 a year - a disproportionate number who were Black and Latino families; and

WHEREAS, New York State is the most economically unequal state in the country. New York State has the highest concentration of extreme wealth in the country and the greatest income inequality. The average income of the bottom 99% here is $49,617, while the average income of the top 1% is $2.20 million. Over 28,000 tax filers hold wealth over $30 million, over 15,000 tax filers hold wealth over $100 million, and 78 billionaire households hold over $673 billion together. The ultra-rich in New York State collectively hold $6.7 trillion in wealth; and

WHEREAS, the vast majority of New Yorkers support increasing taxes on large, profitable corporations and the top five percent of earners in the state. 67% of all New Yorkers support proposals to raise taxes on the ultra-rich, including 81% of Democrats, 59% of independents and 46% of Republicans. 74% of all New Yorkers would rather raise taxes on the wealthiest individuals than see cuts to public programs and services; and

WHEREAS, housing is the greatest single expense for working-class New Yorkers. Over 100,000 New Yorkers are homeless every night in New York City, and 250,000 New Yorkers were homeless statewide in 2019; and

WHEREAS, education is acknowledged as the great equalizer in New York State it still remains that 60% of students are economically disadvantaged and living in poverty and 1 in 10 children are facing housing insecurity creating more need that can be addressed in the school setting, requiring increased funding in our most high need districts. A funding gap of almost $10,000 per every student persists between the wealthiest and lowest income school districts; and

WHEREAS, the childcare workforce is in the 98% percentile of the lowest paid workers in New York State and is a workforce predominantly Black women and women of color. 20% of children under the age of 5 in New York State are living in poverty. Children who attend childcare and early education are more likely to be successful in school, academics, graduate high school and college. Creating a well-funded childcare system with a well-paid workforce has the highest return on investment than any other economic development effort; and

WHEREAS, making the ultra-rich and giant corporations pay their fair share will generate new public dollars to invest into our communities and the programs and services that help New Yorkers reach their full potential;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newburgh hereby respectfully urges the New York State Government to pass a budget in 2025 that raises taxes on the wealthiest New Yorkers and funds investments in affordable housing, healthcare, childcare, public education, addressing the climate crisis and more by passing:

- Raising corporate taxes on the most profitable corporations in NY (S.1980-Hoylman/ A.3690-Kelles, Shrestha)
- Making our income taxes more progressive (S.2059-Jackson/A.3115-Meeks)
- Taxing billionaires' wealth (S.1570-Ramos/A.3252-Kelles)
- Creating an heirs tax (S.2782-Brisport/A.3193-Solages)
- Implementing a capital gains tax on investment income (S.2162-Rivera/A.2576-Kim)

BE IT FURTHER RESOLVED THAT the City Council of the City of Newburgh directs that certified copies of this resolution be forwarded to Governor Kathy Hochul, the State Senate Majority Leader, the State Assembly Speaker, Chair of the State Senate Finance Committee and Chair of the State Assembly Ways & Means Committee, and all Legislative bodies in the 61 other Counties in the State of New York.

IONY Fall 2024 Resolution Memo

New York State has the potential to offer the highest quality schools and childcare in the country, with well-maintained roads and safe reliable public transportation. We can build a state where everyone is housed, where good-paying union jobs are accessible, and where people have the resources they need to live with dignity. A thriving community, state and economy must focus on what people need. New York State can easily afford these resources when the wealthiest pay what they owe. If we raise taxes on millionaires, billionaires and their wealthy corporations - we can raise the public dollars needed to fund the public programs and services that can *help* New Yorkers thrive. In New York State, when ALL people are able to contribute the best of their talents and potential, we all benefit.

HOW? Invest in Our New York (IONY) is a statewide campaign fighting for a more economically just New York by (1) changing our tax code so that the ultra wealthy pay their fair share and (2) demanding our legislators use the state budget to invest in our communities.

Our approach works: in 2021, IONY led the charge to raise taxes on millionaires and billionaires and we won over $10 billion in new recurring revenue. Those dollars went to increasing funding for our public schools, keeping people housed during the pandemic, and expanding access to unemployment benefits for working-class New Yorkers.

TAKE ACTION. The New York budget is negotiated by three people: Governor Kathy Hochul, the Majority Leader of the Senate Andrea Stewart-Cousins and the Speaker of the Assembly Carl Heastie. Our state senators and assembly members weigh in on the process and fight for the leaders to prioritize certain policies or issues. As it stands, our state officials representing the highest needs cities in Orange County do not support the IONY package.

As community members in the City of Newburgh, we ask that the Newburgh Common Council support our fight for a more economically just New York by joining communities across the state in supporting local resolutions that calls on the Governor and the State Legislature to pass a budget in 2025 that taxes the rich and invests in our communities.

Estimated Allocations Certain Counties & Cities Would Get If We Won Our Asks (23-24 Budget) DRAFT							
Geographic Unit	**Population**	**% NYS Population**	**Allocation, People's Climate Justice Budget** (1 billion statewide)	**Allocation, School Aid** (2 billion statewide)	**Allocation, MILC** ($247.5 million statewide)	**Allocation, Child Care** ($1.5 bllion statewide)	**Allocation, HAVP** ($250 million statewide)
New York State (1 year estimate)	19,677,151	100.00%					
New York State *(*5 year est.)	19,994,379	100,00%					
New York City (all 5 boroughs combined)	8,335,897	42.36%	$423,633,330	$796,721,795	$149.7 million	$696.024,591	$159,265,326
Bronx	1,379,946	7.01%	$70,129,360	$131,891,391		$132,889,492	$33,604,311
Brooklyn (Kings County)	2,590,516	13.17%	$131,650,969	$247,594,297		$244,848,788	$49,805,093
Manhattan (NY County)	1,596,273	8.11%	$81,123,177	$152,567,323		$98,929,735	$39,532,665
Queens	2,278,029	11.58%	$115,770,266	$217,727,661		$182,966,060	$32,334,476
Staten Island (Richmond County)	491,133	2.50%	$24,959,558	$46,941,123		$36,256,810	$3,988,782
Albany County	315,811	1.60%	$16,049,630			$20,066,460	$4,293,865
Albany City	100,832	0.51%	$5,124,319	$10,566,487		$5,988,651	
Erie County	950,312	4.83%	$48,295,203			$67,361,963	$9,148,398
Buffalo City	276,491	1.41%	$14,051,374	$56,844,741	$5.0 million	$23,545,467	
Duchess County *(1 Year est.)*	297,545						
Dutchess County *(5 Year est.)*	296,467	1.48%	$14,827,517			$17,879,045	$2,870,141
Poughkeepsie City *(5 year est.)*	31,717	0.16%	$1,586,296	$6,395,501		$2,275,661	
Orange County *(1 year est.)*	405,941					$35,450,568	$3,657,175
Orange County *(5 year est.)*	401,237	2.01%	$20,067,490				
Newburgh City *(5 year est.)*	28,751	0.14%	$1,437,954	$14,207,277		$2,156,663	

Newburgh City Council Memorializing Resolution, Invest In Our New York
January 7, 2025

WHEREAS, **New Yorkers are facing a worsening affordability crisis.** Over two and a half million New Yorkers are living in poverty. As a result working-class and low-income families are fleeing the state in search of a more affordable place to live. In 2022, the people who left our state at the highest rates were families making between $32,000 and $65,000 a year - a disproportionate number who were Black and Latino families.

WHEREAS, New York State is the most economically unequal state in the country. New York State has the highest concentration of extreme wealth in the country and the greatest income inequality. The average income of the bottom 99% here is $49,617, while the average income of the top 1% is $2.20 million. Over 28,000 tax filers hold wealth over $30 million, over 15,000 tax filers hold wealth over $100 million, and 78 billionaire households hold over $673 billion together. The ultra-rich in New York State collectively hold $6.7 trillion in wealth.

WHEREAS, the vast majority of New Yorkers support increasing taxes on large, profitable corporations and the top five percent of earners in the state. 67% of all New Yorkers support proposals to raise taxes on the ultra-rich, including 81% of Democrats, 59% of independents and 46% of Republicans. 74% of all New Yorkers would rather raise taxes on the wealthiest individuals than see cuts to public programs and services.

WHEREAS, housing is the greatest single expense for working-class New Yorkers. Over 100,000 New Yorkers are homeless every night in New York City, and 250,000 New Yorkers were homeless statewide in 2019.

WHEREAS, education is acknowledged as the great equalizer in New York State it still remains that 60% of students are economically disadvantaged and living in poverty and 1 in 10 children are facing housing insecurity creating more need that can be addressed in the school setting, requiring increased funding in our most high need districts. A funding gap of almost $10,000 per every student persists between the wealthiest and lowest income school districts.

WHEREAS, the childcare workforce is in the 98% percentile of the lowest paid workers in New York State and is a workforce predominantly Black women and women of color. 20% of children under the age of 5 in New York State are living in poverty. Children who attend childcare and early education are more likely to be successful in school, academics, graduate high school and college. Creating a well funded childcare system with a well paid workforce has the highest return on investment than any other economic development effort.

WHEREAS making the ultra-rich and giant corporations pay their fair share will generate new public dollars to invest into our communities and the programs and services that help New Yorkers reach their full potential.

Therefore, be it resolved that the **Newburgh City Council** hereby respectfully urges the New York State Government to pass a budget in 2025 that raises taxes on the wealthiest New Yorkers and funds investments in affordable housing, healthcare, childcare, public education, addressing the climate crisis and more by passing:

- Raising corporate taxes on the most profitable corporations in NY (S.1980-Hoylman/A.3690-Kelles, Shrestha)
- Making our income taxes more progressive (S.2059-Jackson/A.3115-Meeks)
- Taxing billionaires' wealth (S.1570-Ramos/A.3252-Kelles)
- Creating an heirs tax (S.2782-Brisport/A.3193-Solages)
- Implementing a capital gains tax on investment income (S.2162-Rivera/A.2576-Kim)

BE IT FURTHER RESOLVED THAT, the **Newburgh City Council** directs that certified copies of this resolution be forwarded to Governor Kathy Hochul, the State Senate Majority Leader, the State Assembly Speaker, Chair of the State Senate Finance Committee and Chair of the State Assembly Ways & Means Committee, and all Legislative bodies in the 61 other Counties in the State of New York.

LOCAL LAW NO.: __A__ - 2025

OF

JANUARY 27, 2025

A LOCAL LAW AMENDING CHAPTER 270, ARTICLE IX, ENTITLED "EXEMPTION FOR DISABLED PERSONS WITH LIMITED INCOMES" OF THE CITY CODE OF THE CITY OF NEWBURGH

BE IT ENACTED, by the Council of the City of Newburgh, New York that

SECTION 1 – TITLE

This Local Law shall be referred to as "A Local Law amending Chapter 270, Article IX, entitled 'Exemption for Disabled Persons with Limited Incomes' of the Code of Ordinances of the City of Newburgh".

SECTION 2 - AMENDMENT

Chapter 270, Article IX entitled "Exemption for Disabled Persons with Limited Incomes" of the Code of Ordinances of the City of Newburgh is hereby amended to read as follows:

Chapter 270 Taxation

Article IX. Exemption for Disabled Persons with Limited Incomes

§ 270-105. Amount of exemptions.

The percentage of exemption shall be based on the annual income ranges as specified herein, as follows:

Annual Income	**Percentage of Assessed Valuation Exempt from Taxation**
$3,000 but less than $50,000~~29,000.00~~	50%
$50,001~~29,000~~ but less than $50,999~~29,999.99~~	45%
$51,000~~30,000.00~~ but less than $51,999~~30,999.99~~	40%
$52,000~~31,000.00~~ but less than $52,999~~31,999.99~~	35%

~~Strikethrough~~ denotes deletions
Underlining denotes additions

$53,000~~32,000.00~~ but less than $53,899~~32,899.99~~	30%
$53,900~~32,900.00~~ but less than $54,799~~33,799.99~~	25%
$54,800~~33,800.00~~ but less than $55,699~~4,699.99~~	20%
$55,700~~34,700.00~~ but less than $56,599~~35,599.99~~	15%
$56,600~~35,600.00~~ but less than $57,499~~36,499.99~~	10%
$57,500~~36,500.00~~ but less than $58,399~~37,399.99~~	5%

§ 270-110. Effective date.

This article shall take effect on February 1, 2025 after the filing of same with the Secretary of State and shall apply to assessment rolls completed on or after such effective date.

SECTION 3 – SEVERABILITY

The provisions of this Local Law are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been adopted if such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 4 – CODIFICATION

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the Charter of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Local Law" shall be changed to "Charter", "Article", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Local Law or the provisions of the City Charter affected thereby.

~~Strikethrough~~ denotes deletions
Underlining denotes additions

SECTION 5 – VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 6 – EFFECTIVE DATE

This Local Law and shall be effective on February 3, 2025 after the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

~~Strikethrough~~ denotes deletions
Underlining denotes additions

LOCAL LAW NO.: ____B____ - 2025

OF

JANUARY 27, 2025

A LOCAL LAW REPEALING AND REPLACING CHAPTER 270, ARTICLE II, ENTITLED "SENIOR CITIZENS TAX EXEMPTION" OF THE CITY CODE OF ORDINANCES OF THE CITY OF NEWBURGH

BE IT ENACTED, by the Council of the City of Newburgh, New York that

SECTION 1 – TITLE

This Local Law shall be referred to as "A Local Law repealing and replacing Chapter 270, Article II, entitled 'Senior Citizens Tax Exemption' of the Code of Ordinances of the City of Newburgh".

SECTION 2 - AMENDMENT

Article II entitled "Senior Citizens Tax Exemption" of Chapter 270 entitled "Taxation" of the Code of Ordinances of the City of Newburgh is hereby repealed and replaced as follows:

Chapter 270 Taxation

Article II. Senior Citizens Tax Exemption

§ 270-18. Exemption granted.

A. Pursuant to § 467 of the New York State Real Property Tax Law, real property located in the City of Newburgh and owned by one or more persons, each of whom is 65 years of age or older, or real property owned by spouses, one of whom is 65 years of age or older, or real property owned by siblings, one of whom is 65 years of age or older, shall be exempt from taxation by the City of Newburgh to the extent of 50% of the assessed valuation thereof, as hereinafter provided.
B. Any person otherwise qualified for the real property exemption provided herein shall not be denied the exemption if the person becomes 65 years of age after the applicable taxable status date and before December 31 of the same year.

§ 270-19. Amount of exemption; conditions.

A. The percentage of exemption shall be based on the annual income ranges as specified herein, as follows:

Annual Income	Percentage of Assessed Valuation Exempt from Taxation
Less than $50,000	50%
$50,001 but less than $50,999	45%
$51,000 but less than $51,999	40%
$52,000 but less than $52,999	35%
$53,000 but less than $53,899	30%
$53,900 but less than $54,799	25%
$54,800 but less than $55,699	20%
$55,700 but less than $56,599	15%
$56,600 but less than $57,499	10%
$57,500 but less than $58,399	5%

B. Any exemption provided by this section shall be computed after all of the partial exemptions by law have been subtracted from the total amount assessed.

C. The real property tax exemption provided under this article in real property owned by spouses, one of whom is 65 years of age or over, once granted, shall not be rescinded solely because of the death of the older spouse, so long as the surviving spouse is at least 62 years of age.

§ 270-20. Exemption not granted under certain circumstances; exceptions.

A. Exemption from taxation for school purposes shall not be granted in the case of real property where a child resides if such child attends a public school of elementary or secondary education.

B. No exemption shall be granted:

1. If the income of the owner or the combined income of the owners of the property for the income tax year immediately preceding the date of making application for exemption exceeds $58,399. “Income tax year” shall mean the second most recent calendar year period for which the owner or owners filed a federal personal income tax return or, if no such return is filed, the second most recent calendar year; where

title is vested in either spouse, their combined income may not exceed such sum. Such income is defined as federal adjusted gross income, including social security, tax-exempt interest on dividends, and amounts exceeding the loss limitation exclusion, minus taxable individual retirement account.

2. Unless the title of the property shall have been vested in the owner or one of the owners of the property for at least 12 months prior to the date of making application for exemption.

3. Unless the property is used exclusively for residential purposes; provided, however, that in the event that any portion of such property is not so used exclusively for residential purposes but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this section.

4. Unless the real property is the legal residence of and is occupied in whole or in part by the owner or by all of the owners of the property, provided that an owner who is absent while receiving health-related care as an inpatient of a residential health care facility, as defined in § 2801 of the Public Health Law, shall be deemed to remain a legal resident and an occupant of the property while so confined, and income accruing to that person shall be income only to the extent that it exceeds the amount paid by such owner, spouse or co-owner for care in the facility; and provided further that during such confinement such property is not occupied by other than the spouse or co-owner of such owner.

§ 270-21. Application.

A. Application for exemption hereunder must be made by the owner or all of the owners of the property annually on forms to be furnished by the Assessor's office and shall furnish the information and be executed in the manner required or prescribed in such forms and shall be filed annually in such Assessor's office on or before the appropriate taxable status date.
B. The City Assessor is authorized to accept applications for the renewal of exemptions after the taxable status date if the owner or owners received such an exemption on the immediately preceding assessment roll and such application, executed as if such application had been filed on or before the tax status date, is filed with the Assessor on or before the date for the hearing of complaints.

§ 270-22. Penalties for false statement.

Any conviction of having made any willful false statement in the application for such exemption shall be punishable by a fine of not more than $100 and shall disqualify the applicant or applicants from further exemption for a period of five years.

SECTION 3 – SEVERABILITY

The provisions of this Local Law are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been adopted is such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 4 – CODIFICATION

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the Charter of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Local Law" shall be changed to "Charter", "Article", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Local Law or the provisions of the City Charter affected thereby.

SECTION 5 – VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 6 – EFFECTIVE DATE

This Local Law and shall be effective on February 3, 2025 after the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

RESOLUTION NO.: 19 - 2025

OF

JANUARY 27, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH RUSSELL TURIAK IN THE AMOUNT OF $42,500.00

WHEREAS, Russell Turiak brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Forty-Two Thousand Five Hundred and 00/100 Dollars ($42,500.00) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Russell Turiak in the total amount of Forty-Two Thousand Five Hundred and 00/100 Dollars ($42,500.00) and that the City Manager or the Corporation Counsel or its retained outside counsel is hereby authorized to execute documents to effectuate the settlement.

RESOLUTION NO.: ___20___ - 2025

OF

JANUARY 27, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH JOHN BOUBARIS IN THE AMOUNT OF $20,000.00

WHEREAS, John Boubaris brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Twenty Thousand and 00/100 Dollars ($20,000.00) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of John Boubaris in the total amount of Twenty Thousand and 00/100 Dollars ($20,000.00) and that the City Manager or the Corporation Counsel or its retained outside counsel is hereby authorized to execute documents to effectuate the settlement.

RESOLUTION NO.: ____21____-2025

OF

JANUARY 27, 2025

A RESOLUTION AMENDING THE 2025 PERSONNEL ANALYSIS BOOK AND AMENDING RESOLUTION NO.: 249-2024, THE 2025 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO CHANGE THE GRADE AND SALARY OF THE SENIOR PAYROLL CLERK

WHEREAS, this Council finds that it is in the best interests of the City of Newburgh to adjust the 2025 Personnel Analysis Book and the 2025 Budget for the City of Newburgh, New York to change the grade and salary of the Senior Payroll Clerk from a Grade 20, Step 6, and salary of $65,167.00 to a Grade 23, Step 4, and salary of $74,963.00;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, that 2025 Personnel Analysis Book and 2025 Budget be and hereby are amended to change the grade, step and salary of the Senior Payroll Clerk from a Grade 20, Step 6, and salary of $65,167.00 to a Grade 23, Step 4, and salary of $74,963.00.