

#5

TOWN OF NEWBURGH

AUDIT # 4

DATE: FEBRUARY 24, 2025

TOTAL OF ALL PAYMENTS: \$ 7,492,807.95

To Mr. Gilbert Piaquadio and Town Board:

I certify that the invoices contained within this package of \$ 7,492,807.95 plus the paid prior audit of \$ 0.00 were audited by the Town Board on the above date and allowed in the amount shown above. You are authorized and directed to pay each of the claimants the amounts opposite their names.

Dated: February 24, 2025

\_\_\_\_\_  
Town Clerk Office

Town Board:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





#6

**TOWN OF NEWBURGH POLICE DEPARTMENT**  
300 Gardnertown Road, Newburgh, New York 12550

**DONALD B. CAMPBELL**  
**CHIEF OF POLICE**

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

February 5<sup>th</sup> 2025

To: Newburgh Town Board

From: Chief Bruce Campbell

Purpose: Installation of Cat6 cable throughout the Police Department.

I am requesting permission to have TKC Cabling install Cat 6 cabling throughout the police department. The current cabling is antiquated and insufficient to operate the current and future technological needs of the police department. We have secured three separate quotes from separate companies and TKC came in with the lowest quote at \$18,726.00. This price includes all materials and labor as well as labeling and removal of all pre-existing wiring. The expense will be covered through the seizure account and will not be an expense to taxpayers.( Budget Line 3120.5485).

Donald B. Campbell  
Chief of Police





PO Box 162 • Johnson, NY 10933  
PH: 845-234-1315 • 914-850-0215  
tkccabling@gmail.com

Detective Shaun Conley  
Town of Newburgh Police Dept.  
300 Gardnertown Road  
Newburgh, NY 12550

October 18, 2024

Proposal #23042

TKC Cabling is pleased to provide you with our Cat6 cabling upgrade proposal.

For a sum of: \$18,726.00

This Proposal includes the following:

- Install, terminate, plate, test, and label of (18) single Cat6 data drops with molding for lower level.
- Install, terminate, plate, test, and label of (26) single Cat6 data drops for upper level.
- Install, terminate, plate, test, and label of (1) dual Cat6 data drop with molding for lower level.
- Install, terminate, plate, test, and label of (1) dual Cat6 data drop for upper level.
- Install, terminate, plate, test, and label of (5) triple Cat6 data drops with molding for lower level.
- Install, terminate, plate, test, and label of (1) five Cat6 data drop with molding for lower level.
- Install, terminate, test, and label of (4) single Cat6 data cables for indoor AP locations.
- Install, terminate, test, and label of (1) single Cat6 data cable for outdoor AP location.
- Install and terminate (2) 48 port patch panels for all Cat6 data Cables
- Utilize existing Wall Mount cabinet for new cabling.
- Provide 6 Foot Cat6 black patch cords for each device location.
- Perform cutover after all new cabling has been installed, tested, and labeled.
- Remove all old cabling and associated parts after cutover has been performed.
- Provide marked Drawing with location numbering at completion of project.

Detailed Line Items are listed on page 2 for work to be performed.

**DATA & FIBER OPTIC CABLE INSTALLATION   CABLE MANAGEMENT & RACK INSTALLATION**  
**NETWORK WIRING & FIBER OPTIC TESTING**





PO Box 162 • Johnson, NY 10933  
PH: 845-234-1315 • 914-850-0215  
tkccabling@gmail.com

**ITEM**

	QTY	UNIT PRICE	EXT. PRICE
Single Cat6 data cable blue installed	44	\$222.50	\$9,790.00
Dual Cat6 data cable blue installed	2	\$343.25	\$686.50
Triple Cat6 data cable blue installed	5	\$465.50	\$2,327.50
Five Cat6 data cable blue installed	1	\$710.00	\$710.00
Single Cat6 AP cable installed	4	\$222.50	\$890.00
Single Cat6 cable for Outdoor AP installed	1	\$232.00	\$232.00
Wire mold installed	24	\$65.00	\$1,560.00
Vertical Cat6 48 Port Patch Panel installed	2	\$170.00	\$340.00
6' Cat6 Station Patch Cord	73	\$2.50	\$182.50
Old cable removal	73	\$27.50	\$2,007.50
TOTAL:			\$18,726.00

This quote is good for 90 days upon receipt. Please contact us at tkccabling@gmail.com with any questions regarding this proposal.

Sincerely,

A handwritten signature in dark ink, appearing to read "Chris Ryshkewitch", is written over a light gray rectangular background.

Chris Ryshkewitch

DATA & FIBER OPTIC CABLE INSTALLATION CABLE MANAGEMENT & RACK INSTALLATION  
NETWORK WIRING & FIBER OPTIC TESTING



**From**  
**D-BEN Security System Inc.**  
91 Thompson Street  
Newburgh NY 12550  
(845)565-4024

**Quote No.** 2015288  
Type Installation  
Prepared By Nick Abbagliato  
Created On 11/14/2024

**Quote For**  
**Town of Newburgh**  
Town of Newburgh - Police  
Dept  
300 Gardnertown Road  
Newburgh NY 12550  
845-564-1100

### Description of Work

For the installation of (75) Cat6 wires (on 1st/2nd fls) for data network at: 300 Gardnertown Rd.  
The new wiring will terminate in the existing IT room located on first floor.  
Data rack not included in quote (existing one may be reused).  
Prevailing labor rate applied.  
Wire mold will be used where necessary.

Please click "Approve" (green tab) on quote when ready to proceed.  
Thank you!

### Services to be completed

**Voice and Data**  
Data Network Wiring

### Parts, Labor, and Items

Category 6 ECO Cable Plenum Blue  
Port Blank Patch Panel  
6 Data Grade Keystone Jack Blue  
Keystone 2 port Wall Plate  
Installation Hardware  
Prevailing Wage Labor Rate

#### Quantity

7  
2  
150  
40  
1  
1

**GRAND TOTAL**

**\$29,057.76**

### and Conditions

Required



By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

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

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





BigDog Network Cabling LLC  
973-750-4324  
57 Eugene Pl  
Belleville, NJ 07109

Prepared For  
Shaun Conley  
Town Newburgh Police Dept  
300 Gardnertown Road  
Newburgh 12550

Proposal Date  
11/04/2024

Proposal Number  
0001058

Reference  
CAT 6 Office Cabling

## Overview

Good Afternoon Shaun,

Here is the estimate for the CAT 6 UTP Plenum Office Cabling installation at 300 Gardnertown RD, Newburgh, NY 12550. It includes installation and certification. Please see the details below.

## Scope of Work

### CAT 6 UTP Plenum Cabling -

- Install (1) New 12U open frame data cabinet on MDF wall.
- Install (4) 24 Port CAT 6 Patch Panels (Leviton)
- Install (2) 2-inch fire stop cable sleeves
  - Sleeves will be installed above the drop ceiling as a cable pass through in and out of the MDF.
    - All sleeves will be fire stopped after cabling is completed.
- Install (75) total CAT 6 UTP Plenum cables to drop locations specified by Shaun Conley.
  - CAT 6 drop locations and counts:
    - First Floor (51 total)
      - 1 drop of 2 in MDF
      - 1 drop of 1 in office near Read Off area.
      - 1 drop of 1 in Gym near TV.
      - Read Off area:
        - 1 drop of 6 for equipment.
        - 2 drops of 2 near TVs.
        - 1 drop of 1 for time clock.
      - Records:
        - 3 drops of 1.
      - Dispatch:
        - 2 drops of 6 near screens.
        - 1 drop of 2 for computer.
        - 1 drop of 1 for printer.
      - Interview rooms:
        - 1 drop of 1 in front interview room.
        - 1 drop of 1 in rear interview room.
      - Coffee Pot area:
        - 3 drops of 1 for PC's.



- Booking:
  - 6 drops of 1.
- ID room:
  - 1 drop of 2.
- First Floor Access Point's:
  - 1 drop of 1 in Read Off area
  - 1 drop of 1 in rear hallway near Booking
  - 1 drop of 1 outside near rear door.
- Door FOB cables:
  - 1 drop of 1 at front door.
  - 1 drop of 1 at rear door.
  - Door FOB cables will be run and coiled up in ceiling near each door.
- (26) total locations will have EMT conduit installed at the drop on the first floor.
  - All conduits will be fastened to the block wall with straps, anchors, and screws.
  - Conduits will vary in size to accommodate the number of cables at each location.
    - Deep electrical boxes will be connected to conduits as a housing for the faceplates and data jacks.
  - All new CAT 6 Cables will be:
    - Terminated on CAT 6 keystone jacks.
    - Inserted into an appropriate faceplate that will be attached to an electrical box
    - Or inserted into a one port surface mount box (Access Points)
- Second Floor (24 total)
  - Note: The area near the back door will be used as the riser to the second floor.
  - EACAB office:
    - 1 drop of 1
  - DARE Office:
    - 1 drop of 1
  - Lieutenants office:
    - 1 drop of 1
  - Chief's Conference room:
    - 2 drops of 1
  - Chief's office:
    - 1 drop of 1
  - Lieutenants office:
    - 1 drop of 1
  - Chief's Secretary:
    - 1 drop of 2
  - Admin Hallway:
    - 1 drop of 1
  - Training room:
    - 1 drop of 1
  - Break room:
    - 1 drop of 1
  - O'Connell's office:
    - 1 drop of 2
  - O'Connell's office:
    - 1 drop of 1
  - Fitzsimmons office:
    - 1 drop of 1
  - Read Off area:
    - 3 drops of 1
  - Sisia's office:
    - 1 drop of 1
  - Shaw's office:
    - 1 drop of 1



- Lieutenants office near Shaw's office:
  - 1 drop of 1
- Second Floor Access Points:
  - 1 drop of 1 in main hallway
  - 1 drop of 1 in far hallway past admin
- (20) total CAT 6 drop locations will have low voltage brackets installed in the sheet rock walls.
  - All new CAT 6 Cables will be:
    - Terminated on CAT 6 keystone jacks.
    - Inserted into an appropriate faceplate that will be attached to a low voltage bracket.
    - Or inserted into a one port surface mount box (Access Points)
- All terminated data cables will be Certified and Labeled at both ends.
  - Cable Certification is completed using a Fluke Versiv DSX-5000.

### Cable Pathways and Cable Support System -

- Install J-hook cable support system where necessary along the pathways back to the MDF Data Rack.

### Materials Included

- CAT 6 UTP Riser Rated Cable (Berk-Tek, Superior Essex, CommScope or Mohawk)
- 1 - 12U Open Frame Standard Swing Gate Wall Rack (Chatsworth)
- 4 - 24-Port CAT 6 Patch Panels (Leviton)
- 73 - CAT 6 Keystone Jacks (Leviton)
- 36 - 1-Port Face Plates (Leviton)
- 7 - 2-Port Face Plates (Leviton)
- 3 - 6-Port Face Plates (Leviton)
- 5 - 1-Port surface Mount Boxes (Leviton)
- 26 - Electrical Deep Boxes
- 230ft - 1/2 inch EMT Conduit
- 30ft - 1 inch EMT Conduit
- Conduit Hardware
- J-Hook Cable Supports and Hardware.

### Pricing

Description	Rate	Qty	Line Total
CAT 6 Data Cabling (Labor & Material)			
75 - CAT 6 UTP Plenum Cables and Cabinet Installation - Please see scope on estimate for more information	\$24,891.89	1	\$24,891.89
Cable Pathways and Cable Support System (Labor & Material)			
EMT Conduit, Fittings and Cable Supports - Please see scope on estimate for more information.	\$7,285.44	1	\$7,285.44



Subtotal	32,177.33
Tax	0.00
Proposal Total (USD)	\$32,177.33

## Timeline

- Per Shuan Conley, project work will be completed only on Sundays, the least busy day.
  - Our work hours will be between 9 AM and 6 PM Sundays.
  - **Estimate is based on weekend daytime shift at a time and a half (1.5x) labor rate.**
- Estimate labor is contingent on unimpeded area access.
  - Please see additional information in the Notes section below.

## Notes

- Any delays not caused by BigDog Network Cabling LLC will be at an additional cost and billed in hourly increments @ \$420 per hour capped at 8 hours per day until work is resumed or rescheduled.
- All cable runs will be Certified and Labeled on both ends.
  - Certification is completed with a Fluke Versiv DSX-5000.
  - Results will be sent as a PDF document upon request.
- Any holes that are drilled will be fire-stopped where necessary.
- All our work is done to fire and building code specifications.
- All cabling will be supported with J-Hook cable supports or building infrastructure.

## Terms

We are fully insured and licensed for Low Voltage Communications Cabling.

**We require a 50% deposit before:**

- Any project material will be ordered.
- Any work will be scheduled.

Note: The above deposit requirement may be waived for existing customers.

Note: For equipment such as computers, routers, switches or cell boosters, FULL payment for these items is required to be paid with the deposit.

FINAL payment is due immediately from the issue date of the FINAL invoice.

For started and rescheduled projects with delays (over a (1) week) out of BigDog Network Cabling control:

- A 25% account balance payment will be due immediately after a (1) week project delay.
  - The remaining 25% account balance payment will be due 20 days from the start of any project delay.
    - The two above project delay payments will also apply in the event of any intermittent project delays.

Please pay all outstanding balances within 10 BUSINESS days to avoid a recurring monthly service charge of 1.5%.

- A recurring monthly (every 30 days) service charge of 1.5% will be assessed on your account balance if payment is not received within 15 (TOTAL) days of the invoice due date.

**If exempt from sales tax, please present your exempt organization certificate from the state.**  
New Jersey (form ST-5).



New York (might be form AC 946)

Project Start date will be scheduled after receipt of the deposit amount.

One-week lead-time is usually required.

Our work is guaranteed for the life of the installation as long as it is not physically damaged or tampered with by other parties including end users. The estimate is valid for 30 days.

Thank you.

Stephen Robb

President

BigDog Network Cabling LLC

If Customer accepts these terms, please do ONE of the following:

1. Complete the e-Signature at the end of this quote.
2. Fill out the following fields and return to BigDog Network Cabling LLC by Email -  
info@bigdognetworkcabling.com or Fax to 973-750-4324.

BY SIGNING BELOW YOU ACKNOWLEDGE THAT, YOU ARE EMPLOYED BY

YOUR COMPANY \_\_\_\_\_ (Co Name)  
AND ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT WITH BigDog Network Cabling LLC,  
AND YOU HAVE READ, UNDERSTOOD AND APPROVED THIS AGREEMENT AND YOUR COMPANY'S  
OBLIGATIONS DESCRIBED HEREIN.

Print Your Title: \_\_\_\_\_

Print Your Name: \_\_\_\_\_

Your Signature: \_\_\_\_\_

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





#7

TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

TEL: (845)561-3344

FAX: (845) 561-2220

To: Town Board

From: Tracey Carvell, Animal Control

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

Date: 2.14.25

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

F.P.H.

\*Totaling: \$ 50.95

Canine: \$ 50.95

Feline: \$

Other: \$



# TOWN OF NEWBURGH

1496 ROUTE 300  
NEWBURGH, N.Y. 12550

## VOUCHER

DEPARTMENT

*Animal Control*

CLAIMANT'S  
NAME  
AND  
ADDRESS

*VCA Plannery Animal Hospital  
789 Little Britain Rd  
New Windsor Ny 12553*

TERMS

Order No.

DO NOT WRITE IN THIS BOX

Date Voucher Received

FUND - APPROPRIATION

AMOUNT

VOUCHER NO.

TOTAL

Abstract No.

Vendor's  
Ref. No.

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
1-8-25	Inv # 5356728676	2025-01-08 "Rocky" Terrier X (m) Canine Bm	50.95	50.95
(See Instructions on Reverse Side)			TOTAL	50.95

### CLAIMANT'S CERTIFICATION

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

DATE

SIGNATURE

(Space Below for Municipal Use)

TITLE

### DEPARTMENT APPROVAL

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

AUTHORIZED OFFICIAL

### APPROVAL FOR PAYMENT

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

DATE

*2/14/25*





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

Dr Rider | Date: 1/10/2025 at 10:58 | Invoice: 5356728676 | Cashier: Jean T

Client

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

Patient

2025-01-08 'Rocky' (#166637)  
Species: Canine (Terrier Mix)  
Sex: Male Intact | Color: Brown  
Birth: | Age: | Weight: 22 lb

Detailed Visit Information

Date	Description	Qty	Price	Tax	Total Price
1/8/2025	Boarding Animal Control	1.00	\$50.95	0.00	\$50.95
1/9/2025	Boarding Go Home Day	1.00	\$0.00	\$0.00	\$0.00

Subtotal:

\$50.95

A Message from VCA

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

Invoice Summary

Patient Name	Total Price	Total Tax	Total Due
2025-01-08 'Rocky'	\$50.95	0.00	\$50.95

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

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

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



#10A

TOWN OF NEWBURGH  
TOWN ENGINEER

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board  
FROM: P. Hines, MHE Rep *PH*  
DATE: 20 February 2025  
RE: Meadow Hill Infiltration and Inflow Project  
Geotech Proposals

MHE has solicited proposals for Geotech services for the subject project. Three proposals were received (copies attached).

Allied Drilling, Inc.	\$ 7,440.00
Hydrovac Excavating	\$16,000.00 (approx.)
PVE	\$17,376.00

The proposal from Allied Drilling is the lowest. MHE recommends the Town accept the proposal from Allied Drilling.

Acceptance of this proposal requires Town Board approval.

Cc: R. Clum, Town Accountant  
M. Taylor, Town Attorney



**Allied Drilling, Inc.**

P.O. Box 118  
Sparkill, NY 10976-0118  
(845) 558-8638  
Fax: (845) 553-9199  
allieddrill@aol.com  
Environmental & Geotechnical Drilling  
NYS & NYC WBE Certified

**PROPOSAL**

**ADDRESS**

Town Engineer - James Osborne  
engineering@townofnewburgh.org  
Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550

PROPOSAL  
DATE

12-2286-A  
01/22/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Site Name -	Newburgh Meadow Hill Sewer replacement		0.00	0.00
	Mobilization & Demobilization	Truck-Mounted Drill Rig \$650.00	1	550.00	550.00
	Prevailing Wage	\$2,950.00 per day, approximately 2 days.	2	2,950.00	5,900.00
	Repair Material	\$55 per boring	18	55.00	990.00
	Client Delay	\$400.00 per hour		0.00	0.00
	NOTES	The boring locations will be subject to change based on field conditions i.e. overhead and underground utilities.		0.00	0.00

Pricing is good for 2 months

Any cancellations made within 3 business days of scheduled drilling date is subject to a cancellation charge equal to 50% of the daily rate.

TOTAL

**\$7,440.00**

IF THE PROPOSAL IS ACCEPTED

PLEASE SIGN AND DATE BELOW

RETURN VIA EMAIL TO ALLIEDDRILL@AOL.COM

Accepted By

Accepted Date

Thank you for choosing Allied Drilling, Inc.  
Page 1 of 1





# HYDROVAC EXCAVATING INC.

84 Ridge Road, Montgomery, NY 12549 • 845-742-1710 • 845-231-6333 Fax  
[Hydrovacinc@aol.com](mailto:Hydrovacinc@aol.com)

January 23, 2025

Town of Newburgh  
Attn: Shawn Arnott / Christopher Leach  
308 Gardenertown Rd.  
Newburgh, NY, 12550  
Email: [sarnott@mhepc.com](mailto:sarnott@mhepc.com)

Subject: Town of Newburgh Test Pits Prevailing Wage Hourly Rates

Dear Sean & Christopher,

We agree to provide a hydro-trencher with 3-man crew and all necessary equipment for blacktop removal/repair and backfill for (18) test pits. The large Hydrovac units we currently own are a 5400 CFM and 6400 CFM units (largest non-stationary units on the market today). They both have the capability to work down to depths of 60 feet deep and remote excavations up to 600 feet away from the truck. Low volume water 4-9 GPM, high pressure up to 6000-PSI cold water and 4500-PSI hot water. A spinner tip is always used on the end of our water lance to prevent a direct stream of water from damaging a utility that may be encountered while using high-pressure water.

Please use the prices listed below.

**Hydro-Trencher includes 3-man crew - \$550.00 per hour (4-hour minimum charge onsite)**  
**Overtime after 8 hours onsite, and Saturdays - \$625.00 per hour**

**Dump Truck- \$45.00 per hour**

**Air compressor & Demo Saw - \$20.00 per hour**

**Backfill Material- \$35.00 per yard**

**Cold patch- \$20.00 per bag**

**Offsite dump fee- \$250.00 per load**

Assumptions made developing this proposal:

- Certified prevailing wage will be paid to all Hydrovac employees as required.
- I estimate we will be able to complete 6-7 test pits per day
- I estimate this job will be completed in 7 days

Thank you for allowing me to provide a proposal to you for this project. If you have any questions, please feel free to call me at (845) 742-1710

Hydrovac Excavating Inc.

Ira D. Conklin IV

Accepted by: \_\_\_\_\_

Date & Title \_\_\_\_\_





845.454.2544  
PVE-LLC.com

January 22, 2025

Town of Newburgh  
c/o MHE Engineering  
ATTN: Shawn Arnott, PE  
33 Airport Center Drive, Suite 202  
New Windsor, New York 12553

Re: **Proposal for Drilling Services; Meadow Hill Sewer Replacement, Town of Newburgh, Orange County, New York**  
12550  
PVE Project #20250027

Dear Mr. Arnott:

Partridge Venture Engineering, PC, dba PVE Engineering (PVE) is pleased to present this proposal to provide drilling services at the above referenced property. Summarized below is our proposed scope of work.

#### 1.0 SCOPE OF WORK

##### Task 1 – Geophysical Survey and Utility Mark Out

PVE personnel will supervise a geophysical survey to identify mark utilities to ensure boring locations can be drilled/sampled safely without interference from local buried utilities. Boring locations will be adjusted in the field accordingly. Additionally, PVE will notify 811 (NY Call Before You Dig) prior to commencement of soil borings.

##### Task 2 – Soil Borings and Sample Collection

PVE will mobilize a track-mounted Geoprobe™ 54DT unit equipped with 4-foot long, 2 ¼ -inch diameter core barrels to the above referenced property. This unit will be equipped with a bit capable of breaking through 4-inches of concrete or asphalt if necessary/requested. PVE anticipates the installation of up to eighteen (18) soil borings to a minimum depth of 8-feet below ground surface (bgs) or to mechanical refusal, whichever is encountered first. PVE personnel will record depth of refusal and occurrence of groundwater (if any). PVE assumes the scope of work can be completed in two (2) field days. If additional borings or borings to greater depths are requested by the client requiring more than two (2) field days, that time will be charged on a time and materials basis in accordance with the attached fee schedule. Similarly, if the project requires less than two (2) field days, the client will only be charged for the time incurred.

Soil borings will be backfilled with native cuttings (if allowable) or clean sand. Boring locations will be returned to the approximate condition prior to drilling including the use of asphalt or concrete patch, if warranted.

##### Task 3 – Summary Documentation

PVE will prepare summary documentation including the following:

- Refusal depth and depth of groundwater (if any).
- Sample Location Map.



## 2.0 LIMITATIONS

PVE assumes no permits are required to conduct drilling activities in the Client selected drilling locations. Upon authorization to proceed, PVE will notify Dig Safely NY (811) to mark out public utilities potentially entering and/or crossing the subject property. PVE is required to provide no less than two (2) business days to allow public utility companies to complete their mark outs prior to the initiation of drilling activities. PVE will take reasonable precautions (i.e. adherence to private and public mark out of utilities) to avoid damages to any underground utilities or structures; however, PVE takes no responsibility nor provides guarantees/warranties of any mark outs conducted by others. It is the responsibility of the Client to accurately identify the location of any underground utilities or structures on the property. PVE shall not have any liability to the Client or any other party for loss, damage, or injury to persons or property arising out of damage to an underground utility or structure, unless such obstruction had been clearly marked and identified to field personnel. A geophysical survey/private utility mark out must be conducted through the use of ground penetrating radar and electromagnetic pipe locator to clear the proposed soil boring locations prior to commencing soil boring installation. If unexpected or differing site conditions are encountered after work commences, delays could result. Unexpected or differing site conditions include, but are not limited to, unanticipated obstructions, limited access, or inclement weather. Concrete or asphalt in excess of 4-inches will require additional tooling, the costs of which will be the responsibility of the client. Access to sampling locations is the responsibility of the Client, and the Client understands and acknowledges that the Geoprobe™ 54DT is approximately 56-inches in width (with extruder), 106-inches in length and has an operating height of 11-feet. PVE requires no less than 5-feet lateral clearance from identified underground utilities. Should the client request the borings be installed closer than 5-feet then soft digging via vacuum excavation will be required to clear soil borings to the depth of understood utilities at the client's expense. Additional expenses and delays caused by these conditions will be the responsibility of the Client. If requested, certificates of insurance will be provided to the Client listing same as certificate holder. Any cancellation made within two (2) days of the schedule work date is subject to a cancellation fee of 50% of this proposal amount. **PVE assumes no flaggers or traffic stoppage will be required; if required they shall be provided by the client or municipality in which the work takes place.** PVE assumes the scope of work can be completed in two (2) field days. If additional borings or borings to greater depths are requested by the client requiring more than 3 field days, that time will be charged on a time and materials basis in accordance with the attached fee schedule.

## 3.0 COST AND TERMS

Services summarized in this proposal will be performed on a time-and-materials basis in accordance with the attached fee schedule. Invoices will be submitted monthly and are due upon receipt.

PVE Labor, Supplies & Expenses (Includes drill rig and operator)	\$	14,846.00
Sub-Contracted Geophysical Services (assumes 1-day)	\$	<u>2,530.00</u>
<b>Subtotal</b>	<b>\$</b>	<b>17,376.00</b>
<b><u>Unit Rates (in excess of the above assumptions):</u></b>		
Geoprobe 54DT – Daily Rig Rate	\$	1,500.00/day
Operator	\$	127.00/hour
Helper/Geologist	\$	121.00/hour

Additional services not described in this work plan, if requested, will be billed on a time-and-materials basis in addition to the estimate above, at the rates provided in the existing fee schedule.



## STANDARD TERMS AND CONDITIONS

The following Standard Terms and Conditions, together with the attached cost proposal and exhibits constitute the "Agreement" between PVE Engineering, P.C. (Hereinafter the "Consultant") ("Consultant" shall include employees of Consultant) and the entity or person to whom the attached proposal is addressed (Hereinafter the "Client") for the performance of basic or additional services.

### PERFORMANCE OF SERVICES

1. Consultant shall provide consulting services as described under this proposal with the degree of professional skill and care expected by customarily accepted practices and procedures in the same or similar locality and under the same or similar circumstances. No warranties, expressed or implied, are made with respect to the Consultant's performance. Consultant will make efforts to perform its services under this Agreement in accordance with applicable laws, rules, or regulations applicable to the services to be provided hereunder. The Consultant is not a guarantor of the project to which its services are directed, and its responsibility is limited to work performed for the Client.
2. The Consultant may rely upon information supplied by the Client, its contractors or sub-contractors, or information available from generally accepted reputable sources, without independent verification. Client warrants that it owns (or otherwise may lawfully use) all right, title, and interest in and to any plans, programs, systems, data, or materials furnished to Consultant hereunder.
3. Consultant assumes that the Client (or any local, state, or federal reviewing agency) will not request or require "Major or Significant" changes to the scope of work outlined in the proposal. Should revisions be required or requested, invoices for additional services will be submitted and time schedules adjusted accordingly.
4. Consultant assumes that unexpected or differing site conditions will not be encountered after work commences, including, but not limited to unanticipated obstructions, limited access, or inclement weather. If such site conditions are encountered, delays or scope changes could result, and the project schedule and budget will be adjusted accordingly.
5. Consultant will not be responsible for any application, permitting, or licensing fees associated with the scope of work, aside from maintaining its own professional licenses, unless otherwise provided for in the proposal.

### PAYMENT TERMS

6. Unless other arrangements are made, or a pre-negotiated amount is agreed to or stipulated in the cost proposal, all services will be performed on an hourly basis. Time charges of personnel at a job site are actual time spent at the site plus travel time (Travel time is the time expended from Consultant's main office to jobsite and back to office). If directed by Client or if the Project requires it, any time spent on the project beyond a normal workday (8:00 am to 5:00 pm, Monday thru Friday, inclusive), over eight (8) hours a day, on weekends or on holidays will be billed at 1.5 times the standard hourly rate, except for the Principal which is always billed at the standard hourly rate.
7. The Client is responsible for payment of all charges for the work indicated on the attached proposal, and any additional services related thereto. Invoicing will occur monthly for services performed during the previous month. Client shall have fourteen (14) days from issuance to dispute any charges. If there is no such dispute, the charges will be deemed valid. The hourly rates attached to this proposal are in effect for the calendar year in which this agreement is dated, and are subject to change on an annual basis.
8. Unless clearly stated otherwise, payment for services provided is not contingent upon financing arrangements or receipt of payment or funding from any third party.

### REIMBURSABLE EXPENSES

9. Travel costs, transportation, international communications, photocopies, blueprints, photographs, postage, reproduction, shipping charges, rental equipment, laboratory fees, fees advanced on Client's behalf, parking fees and tolls will all be billed at cost plus mark-up percent as per the rate schedule or the proposal. Back-up information will be provided upon request.

### INSTRUMENTS OF SERVICE

10. The Consultant and its sub-consultants (if any) shall be deemed the author and owner of its Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Consultant shall also retain all right, title, interest in and to the programs, systems, data or materials utilized or produced by Consultant in the performance of its services. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant and its sub-consultants. These documents or data may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents or data are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to fully defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification. In such extent, Consultant may select counsel of its choice.
11. Instruments of Service will include those deliverables defined in the attached proposal and will be submitted to the Client for an acceptance period of 30 days. Any defects which the Client discovers in that time period shall be reported to the Consultant for correction.



#### **ELECTRONIC MEDIA**

12. The Consultant may agree to provide materials to the Client stored electronically. The Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional, due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, documents provided to the Client in electronic media are for informational purposes only, are not an end product, and may not be distributed to third parties without Consultant's approval. The Consultant makes no warranties, either express or implied, regarding the fitness or suitability of the electronic media.
13. The electronic media are instruments of professional service, and shall not be used, in whole or in part, for any project other than that for which they were created, nor by third parties, without the express written consent of the Consultant and without reasonable compensation. Accordingly, the Client agrees to waive any and all claims against the Consultant resulting in any way from the unauthorized reuse or alteration of electronic media, and to defend, indemnify, and hold the Consultant harmless for any claims, losses, damages, or costs, including attorney's fees, arising out of the reuse of any electronic media.

#### **SERVICES DURING CONSTRUCTION**

14. If the Consultant's services include the performance of services during the construction phase of the project, it is understood that the purpose of such services, including visits to the project site, will be to enable the Consultant to perform the duties as signed to and undertaken as a professional consultant, and to provide the Client with a greater degree of confidence that the completed work of the Contractor will conform generally to the Contract Documents. The Consultant can only comment on conditions readily observable during the site visits and cannot be held responsible for the correctness and completeness of the Contractor's work.
15. The Consultant shall not supervise, direct, or have control over the Contractor's work, nor shall the Consultant be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with work on the Project. Consultant shall not be responsible for any Contractor's failure to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing their work. The Contractor is solely responsible for the quality and completeness of the work performed, and the conformance to the Contract Documents provided. The Consultant does not guarantee the performance of the construction contracts by the Contractor and shall not be responsible for the Contractor's failure to furnish and perform their work in accordance with the Contract Documents.
16. If the Consultant's services include shop drawing or submittal review, the Consultant will review (or take other appropriate action with respect to) shop drawings, samples and other data which the Contractors are required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. The Consultant's review or other actions, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the Contractor of (a) their obligations regarding review and approval of any such submittals and (b) their exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction. Consultant approval of a submittal does not relieve the Contractor of its obligation to conform to the Contract Documents.
17. Consultant shall be held harmless, indemnified, and shall not be held responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons not under the Consultant's direct control performing any of the work in connection with the Project. Client will cause its contractor(s) for the Project to name Consultant as an additional insured under the contractor's liability policies and provide a copy of contractor's insurance certificate upon request.

#### **LIMITATION OF LIABILITY**

18. The Consultant is not responsible for acts or omissions of the Client, nor for third parties not under its direct control, including other professional consultants contracted by Client on the Project. Nothing contained in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third-party against either the Client or Consultant. Client agrees that if Client employs, hires or contracts with any other professional consultants to assist Client on this Project, the Client will require such consultant to provide written evidence of professional liability insurance in an amount suitable to the scope of the Project. Proof of insurance will be provided to Consultant upon request.
19. The Consultant shall not be liable for any reasons for any special, indirect, or consequential damages including loss of use of any premises and loss of profit.
20. To the fullest extent permitted by law, Client agrees to limit the liability of the Consultant and its owners, officers, directors, employees and insurers to the sum of the fees for the selected tasks to be executed, but in no case exceeding the total compensation quoted in this proposal for claims, losses, expenses and damages (separately and in the aggregate), including claims of breach of contract, breach of warranty, negligence, misrepresentation, strict liability or other tort, or otherwise. If a court determines that the amount of this limitation of liability is not reasonable, liability shall be limited to the lowest amount that a court determines to be a reasonable limitation of liability. As the Client's sole and exclusive



remedy under these Terms and Conditions any claim, demand or suit shall be directed and/or asserted only against Consultant, not against any of Consultant's employees, officers or directors.

21. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to reasonable attorney's fees and charges and court and mediation costs, arising out of, or claimed to arise out of, the performance of the Work or any other matter, excepting liability arising from the sole negligence of Consultant. All time and monies spent by Consultant in defending or providing assistance in any such action shall be compensated by the Client at the Hourly Rates in place at that time.

#### **DISPUTE RESOLUTION/LEGAL ACTION**

22. Any claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement must first be submitted to a non-binding mediation to resolve the same. If the dispute remains unresolved, claims, disputes, or controversies shall be resolved by litigation in an appropriate court in the State in which the project is located pursuant to the laws of the State in which the project is located. The successful party in any litigation shall be entitled to an award of reasonable attorneys' fees and costs to be paid by the other party.
23. All legal actions by either party against the other for any cause or causes, including but not limited to breach of this Agreement, negligence, misrepresentations, breach of warranty or failure to perform in accordance with the standard of care, however denominated, shall be barred two (2) years from the day after completion of the Consultant's services or the time that party knew or should have known of its claim, whichever is sooner.

#### **SUSPENSION OF WORK AND TERMINATION**

24. If the Client suspends the Project, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and any time schedules shall be equitably adjusted. If the Client suspends the Project for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving seven (7) days written notice.
25. Upon failure of the other party to perform its obligations under this Agreement, the Client or Consultant may terminate this Agreement upon seven (7) days written notice to the other party. The non-performing party shall have seven (7) days to cure the default prior to the termination taking effect.
26. If the Client fails to make payment within ninety (90) days of the due date for services and reimbursable expenses, the Consultant may, upon seven (7) days written notice, suspend performance of services under this Agreement, or terminate the agreement at the Consultant's option. Unless payment in full is received by the Consultant within seven (7) days of the date of the notice, the suspension or termination shall take effect without further notice. The Consultant shall have no liability to the Client for delay or damage to the Client or others because of such suspension of services.
27. In the event of termination, Consultant shall be entitled to be paid for all services rendered through the effective date of termination plus any expenses incurred as a result of the Termination. No deductions shall be made from the Consultant's compensation on account of sums withheld from payments to contractors.
28. All notices under this Agreement shall be in writing and sent by certified mail return receipt requested to the addresses indicated in the proposal.

#### **PRECEDENCE**

29. These Standard Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

#### **SEVERABILITY**

30. If any of these Standard Terms and Conditions are finally determined to be invalid or unenforceable in whole or part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these Standard Terms and Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

#### **SURVIVAL**

31. These conditions shall survive the completion of the Consultant's services on this project and the termination of services for any cause and shall be binding on the Client's successors and/or assigns.

#### **GOVERNING LAW**

32. This Agreement shall be governed by the internal laws of the State in which the project is located, without regard to principles of conflict of laws.



**MISCELLANEOUS**

33. In the absence of any subsequent written agreement executed between the Consultant and the Client, this Agreement, including all Standard Terms and Conditions, shall be deemed applicable to all work performed for the Client by the Consultant on this Property, including additional or other work not specified in the Agreement, provided there is written authorization from Client.

**END OF TERMS AND CONDITIONS**

This Proposal remains valid for a period of sixty (60) days from the date of the proposal. To authorize these services please return authorization to proceed with a deposit totaling 50% of the proposed costs (\$8,688.00), we are prepared to initiate work upon receipt. If you have any questions or require any additional information, please don't hesitate to contact us. We look forward to working with you on this project.

Sincerely,

PVE ENGINEERING



Conor B. Tarbell, QEP  
Regional Director of Environmental Services

**PVE Proposal**

**AUTHORIZATION TO PROCEED**

IN WITNESS WHEREOF, the parties have caused this Proposal and Agreement to be executed by their duly authorized representatives, on the date and year first above written.

Project: *Drilling Services*  
Meadow Hill Sewer Replacement  
Town of Newburgh, Orange County, New York 12550

Client: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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





## SCHEDULE OF FEES (2025) – Hudson Valley (04) Rates

### Environmental

Principal	\$297.00	Senior Technical Advisor	\$215.00
Director	\$275.00	Hydrogeologist	\$237.00
Senior Geologist	\$215.00	Geologist II	\$138.00
Professional Geologist I	\$237.00	Geologist I	\$127.00
Senior Project Manager II	\$253.00	Senior GIS Specialist	\$171.00
Senior Project Manager I	\$231.00	GIS Specialist	\$143.00
Project Engineer II	\$215.00	Scientist II	\$170.00
Project Engineer I	\$187.00	Scientist I	\$154.00
Project Manager II	\$187.00	Environmental Technician IV	\$149.00
Project Manager I	\$176.00	Environmental Technician III	\$132.00
Assistant Project Manager II	\$168.00	Environmental Technician II	\$121.00
Assistant Project Manager I	\$154.00	Environmental Technician I	\$110.00

### Civil + Land Development / Buildings + Structures

Principal	\$270.00	Executive Consultant	\$290.00
Director	\$250.00	Technical Manager (PE/RA)	\$240.00
Senior Project Manager II (PE)	\$240.00	Specialty Consultant	\$230.00
Senior Project Manager I (PE)	\$210.00	Senior Engineer II (PE)	\$230.00
Project Manager II	\$170.00	Senior Engineer I (PE)	\$231.00
Project Manager I	\$160.00	Project Engineer II	\$215.00
Assistant Project Manager	\$140.00	Project Engineer I	\$187.00
Project Technician II	\$160.00	Project Designer II	\$160.00
Project Technician I	\$135.00	Project Designer I	\$155.00
Filing Consultant	\$160.00	Staff Designer II	\$150.00
Filing Technician	\$105.00	Staff Designer I	\$135.00
Administrative	\$105.00	Intern	\$100.00

### Reimbursable Expenses and Terms

Invoices will be submitted monthly and are due upon receipt. Reimbursable expenses such as printing, copying, mailing fees, special delivery fees, travel and mileage will appear on project invoices. Anticipated expenses are included in the cost estimate in the Scope of Work. Field vehicles are charged at a rate of \$60.00 per day. Non-exempt employee field time beyond 8 hours on site will be billed at 1.5x standard hourly rates. Expert witness testimony is charged at 2x the standard hourly rate. Subcontracted services and reimbursable expenses are subject to a standard 15% mark-up. Rates are subject to change on an annual basis, revised fee schedules will be circulated in January of each calendar year.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Fenner & Esler Agency, Inc 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060		<b>CONTACT NAME:</b> Timothy P. Esler <b>PHONE (A/C, No, Ext):</b> (201)262-1200 <b>FAX (A/C, No):</b> (201)262-7810 <b>E-MAIL ADDRESS:</b> certs@fenner-esler.com													
<b>INSURED</b> PVE, LLC Waterfront Corporate Park III Ste. 101 - 2000 Georgetowne Dr. Sewickley PA 15143		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td><b>INSURER A:</b> RLI Insurance Company</td><td><b>NAIC #</b> 13056 A+</td></tr><tr><td><b>INSURER B:</b> Everest National Insurance Company</td><td>10120 A+</td></tr><tr><td><b>INSURER C:</b> Travelers Property Casualty Co/America</td><td>25674 A++</td></tr><tr><td><b>INSURER D:</b></td><td></td></tr><tr><td><b>INSURER E:</b></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table>		<b>INSURER A:</b> RLI Insurance Company	<b>NAIC #</b> 13056 A+	<b>INSURER B:</b> Everest National Insurance Company	10120 A+	<b>INSURER C:</b> Travelers Property Casualty Co/America	25674 A++	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>															
<b>INSURER F:</b>															

**COVERAGES****CERTIFICATE NUMBER:** Master 24-25**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PSB0004038 terms & conditions Incl. coverage within 50' of RR	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	<input checked="" type="checkbox"/> CONTRACTUAL LIAB		MED EXP (Any one person) \$ 10,000				
	<input checked="" type="checkbox"/> XCU COVERAGE per policy		PERSONAL & ADV INJURY \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 4,000,000
	OTHER:						Valuable Papers \$ 100,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			PSA0001198	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
							\$
A	<input type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		PSE0003086	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE		FOLLOW FORM EXCESS			AGGREGATE \$ 5,000,000
C	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			EX-48597631-24-NF	10/1/2024	10/1/2025	each occurrence / aggregate \$ 5M/5M
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability & Contractors Pollution Liab.			AAEP000409-241 Ded Ea Claim: \$150k	6/30/2024	6/30/2025	Per Claim Limit \$3,000,000 Aggregate Limit \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured - Certificate Holder as respects general liability where required by written contract.

\*Cyber Policy: Palomar Excess and Surplus Insurance Company (NAIC# 16754); Policy #PLM-CB-SNFJX9G9C-003; effective 5/9/24 to 5/9/25; Limit: \$3,000,000.

**CERTIFICATE HOLDER****CANCELLATION**

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Timothy Esler/TRAC

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ACORD 25 (2014/01)

INS025 (201401)

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#10B

**TOWN OF NEWBURGH  
TOWN ENGINEER**

**MEMORANDUM**

**TO:** G. Piaquadio, Supervisor & Town Board  
**FROM:** P. Hines, MHE Rep *PH*  
**DATE:** 18 February 2025  
**RE:** **Meadow Hill Infiltration and Inflow Project  
Asbestos Project Services Proposal**

---

The Town of Newburgh is undertaking an infiltration and inflow reduction project in the Meadow Hill portion of the sewer collection system. Portions of the system contain asbestos cement pipe (transite). MHE Engineers has solicited a proposal from AIR Environmental Consultants LLC for the completion of two Dept of Labor petitions for asbestos variances. The two variances are for the open cut and trenchless construction methods.

The 29 January 2025 proposal is attached. The cost for each task is \$2,550.00, with a total cost of \$5,100.00.

MHE recommends the Town retain the services of AIR Environmental Consulting for the variance and asbestos design required for the project.

The authorization of this work requires Town Board approval.

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





January 29, 2025

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

Re: Asbestos Project Services Proposal for Town of Newburgh

Dear Supervisor Piaquadio:

Thank you for the opportunity to discuss your needs for an environmental consulting services company. AIR Environmental Consulting LLC is pleased to submit this proposal to provide asbestos project support and oversight services in connection with the upcoming sewer main rehabilitation project for the Town of Newburgh in the Meadow Hill neighborhood of Newburgh, NY 12550. AIR proposes to provide the following services:

- Provide asbestos project design services including the development of project specifications.
- Complete a Petition for Asbestos Variance including written attachments and submit to the NYS Department of Labor.

A variance is required to be submitted for this asbestos project seeking partial relief from NYSDOL's perimeter requirement for asbestos abatement.

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

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

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

Sincerely,

A handwritten signature in dark ink, reading "Joseph Tomanelli". The signature is fluid and cursive, with the first name "Joseph" and last name "Tomanelli" clearly distinguishable.

Joseph Tomanelli  
President

3 Neptune Road, Suite Q14, Poughkeepsie, NY 12601 Phone (845)462-0200  
jtomanelli@airenv.com www.airenv.com



AIR Environmental Consulting LLC agrees to provide the following services:

**Task 1 - Complete a Petition for an Asbestos Variance Form including Written Attachments and Submit to NYS Department of Labor and Produce An Abatement Project Design Specification (for open-cut installation of new gravity sewer pipes and incidental hits of transite pipes)**

1. Perform a site visit to cited location to verify what is requested by the NY State Department of Labor and to take notes, pictures and measurements to complete the variance application.
2. Complete a Petition for an Asbestos Variance Form (NYSDOL Form SH 752) with attachments by a NY State Certified Asbestos Project Designer.
3. Submission of the Petition for an Asbestos Variance to the NY State Department of Labor with the \$350 fee. (Supplied by Owner)
4. Provide a NYSDOL-certified Asbestos Project Designer to develop a performance specification for incidental contact with existing sewer main, water main, or lateral comprised of asbestos-containing materials.

**Task 2 - Complete a Petition for an Asbestos Variance Form including Written Attachments and Submit to NYS Department of Labor and Produce An Abatement Project Design Specification (for trenchless rehabilitation with cured-in-place lining)**

1. Perform a site visit to cited location to verify what is requested by the NY State Department of Labor and to take notes, pictures and measurements to complete the variance application.
2. Complete a Petition for an Asbestos Variance Form (NYSDOL Form SH 752) with attachments by a NY State Certified Asbestos Project Designer.
3. Submission of the Petition for an Asbestos Variance to the NY State Department of Labor with the \$350 fee. (Supplied by Owner)
4. Provide a NYSDOL-certified Asbestos Project Designer to develop a performance specification for open-cut spot-repairs, prior to lining of possible transite pipes comprised of asbestos-containing materials.



*Unparalleled Commitment to Customer Service*



**FEE PROPOSAL****Task 1 - Complete a Petition for an Asbestos Variance Form including Written Attachments and Submit to NYS Department of Labor and Produce An Abatement Project Design Specification (for open-cut installation of new gravity sewer pipes and incidental hits of transite pipes)**

Asbestos Project Designer - Site Visit and Write an Asbestos Variance	\$900
Submission of Petition for an Asbestos Variance to NY State Dept of Labor	\$370
Preparation of Asbestos Abatement Specification	\$1250
Shipping	\$0
Miscellaneous Expenses (Mileage, parking, tolls, etc.)	\$30
<b>Estimated Total Fees</b>	<b>\$2550</b>

**Task 2 - Complete a Petition for an Asbestos Variance Form including Written Attachments and Submit to NYS Department of Labor and Produce An Abatement Project Design Specification (trenchless rehabilitation with cured-in-place lining)**

Asbestos Project Designer - Site Visit and Write an Asbestos Variance	\$900
Submission of Petition for an Asbestos Variance to NY State Dept of Labor	\$370
Preparation of Asbestos Abatement Specification	\$1250
Shipping	\$0
Miscellaneous Expenses (Mileage, parking, tolls, etc.)	\$30
<b>Estimated Total Fees</b>	<b>\$2550</b>

**Proposal Notes and Assumptions**

- Mileage will be billed at a rate of \$0.70/mile based on actual mileage traveled between the Poughkeepsie, NY office and current jobsite (Mileage is adjusted every January to correspond with prevailing government rate).
- Any additional services provided to the client will be billed at standard company rates plus travel, tolls, materials, samples and miscellaneous expenses.
- OT rate applies to hours: > 8 hrs/day; > 40 hrs/wk; Weekends & Holidays.
- Labor will be billed at half day and full day rates.
- Any job over 2 hours from the Poughkeepsie, NY office will incur hotel and per diem charges billable to client (Standard Government rates will apply).
- 48 Hour notification is required for all job work and cancellations, failure to notify us within 48 hours will incur billing charges for equipment and supplies.
- This proposal is valid for 90 days, after this time please contact us to verify and/or update pricing.
- Project is not bid as a prevailing wage project.
- Client will be responsible for providing access to water and electric power, at no additional cost (If needed).



*Unparalleled Commitment to Customer Service*



**ACCEPTANCE OF PROPOSAL – Proposal Number P25-004**

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

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

**Gil Piaquadio – Authorized Representative**

By \_\_\_\_\_  
Signature \_\_\_\_\_ Print Name & Title \_\_\_\_\_ Date \_\_\_\_\_

**AIR Environmental Consulting LLC**

By \_\_\_\_\_  
Signature \_\_\_\_\_ Print Name & Title \_\_\_\_\_ Date \_\_\_\_\_



## Unparalleled Commitment to Customer Service





# Commercial Terms

## Time and Materials Agreement Effective January 1, 2025

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

### BILLING RATES

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

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

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

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

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

**OTHER DIRECT COSTS** - "Other Direct Costs" are all costs and expenses incurred by AIR directly attributable to the performance of Services together with a twenty percent (20%) fee. Other Direct Costs include subcontracts, materials, shipping charges, special fees, permits, special insurance and licenses, outside computer time, and miscellaneous costs. Travel and travel-related expenses and equipment purchased for a project with advance authorization are computed on the basis of actual cost plus a ten percent (10%) fee. All other internal expenses (reproduction, telephone, facsimile, etc.) will be charged as a percentage of labor cost, or as quoted. Where applicable, mileage will be billed at the rate of \$0.70/mile.

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

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

**AGREEMENT** - This Commercial Terms AIR Form 101 and the attached General Conditions AIR Form 102 (01/25) govern the performance of the Services and rights and obligations of the parties.





## General Conditions

Effective January 1, 2025

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

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

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

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

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

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

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

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

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

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



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

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

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







#10C

**TOWN OF NEWBURGH  
TOWN ENGINEER**

**MEMORANDUM**

**TO:** J. Pedi, Receiver of Taxes  
M. Taylor, Town Attorney

**FROM:** P. Hines, MHE Rep

*PH*

**DATE:** 17 February 2025

**RE:** Air National Guard W.D.  
2025 Water Usage Rate

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The 2025 water usage rate for the Air National Guard Water District is calculated to be \$13.59 per thousand gallons.

Mark – Please prepare the necessary resolution for the next Town Board meeting.

\*2025 Water District Budget/2024 Metered Water Consumption =  
 $\$9,234,745.00 / 679,280.968 \text{ (1000 gallons)} = \$13.59 / 1000 \text{ gallons}$

If you have any questions or comments, I am available to discuss them with you.

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#10D



18 February 2025

Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550

**ATTENTION: GILBERT PIAQUADIO, TOWN SUPERVISOR**

**SUBJECT: RECOMMENDATION OF AWARD  
NEWBURGH SALT STORAGE FACILITY**

Dear Supervisor Piaquadio and Town Board Members,

MHE Engineering has received three proposals for survey for the Newburgh Salt Storage Facility. The quotes and proposed timeline to complete the survey are outlined in the table below.

Company Name	Price	Schedule of Completion
Terry Bergendorff Collins Land Surveying PLLC	\$26,195.00	6-8 Weeks
Badey-Watson Surveying & Engineering, DPC	\$36,850.00	30 Business Days
CivilTec Engineering & Surveying PC	\$64,500.00	8-11 Weeks

Based on the above, it is our recommendation that the Town of Newburgh award the Newburgh Salt Storage Facility Survey Work to Terry Bergendorff Collins Land Surveying PLLC. Attached to this letter is the proposal from Terry Bergendorff Collins Land Surveying PLLC, should the Town Board wish to authorize the survey work.

Respectfully submitted,

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

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

Quinn M. Mullarkey, P.E.  
Project Engineer

CC: Patrick J. Hines, Principal

Attachments: Request for Proposals  
TBC Proposal

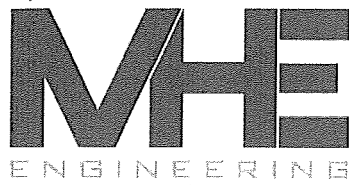
**NEW YORK OFFICE**

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

**PENNSYLVANIA OFFICE**

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





REQUEST FOR PROPOSALS FOR  
PROFESSIONAL LAND SURVEYING SERVICES FOR  
NEWBURGH SALT STORAGE FACILITY PROJECT  
TOWN OF NEWBURGH

**INTRODUCTION**

On behalf of our client the Town of Newburgh, MHE Engineering, D.P.C. is hereby soliciting proposals to provide land surveying services for the above referenced project.

The Town is seeking to retain a qualified firm to provide a boundary, planimetric and topographic survey. The site in question is the Town's Highway Department Facility located at 90 Gardnertown Rd, Newburgh, NY 12550 (Parcel 75-1-2).

If you are interested in this project, please provide proposals to Quinn Mullarkey, P.E. at [qmullarkey@mhepc.com](mailto:qmullarkey@mhepc.com). Please note that quotes must be received **no later than 4:00 PM on Friday, 14 February 2025**.

**SCOPE OF WORK**

If a firm is selected, the qualified firm will assist MHE in providing the scope of services attached. Proposals shall provide costs that shall remain valid through 2025. Proposals shall provide a breakdown of costs as follows:

*Basic Services (as described on the attached scope): Lump Sum*

Survey may be aerially photographed for the purpose of establishing the topography; however, critical spot elevations shall be field verified. **Proposals should contain an anticipated Schedule of Completion.**

If you require additional information or assistance, please contact Quinn at the e-mail above or by phone at 845-567-3100.

**DISTRIBUTIONS FOR SUBMITTALS**

Qualifications and proposals must be received as described below by **4:00 PM, 14 February 2025** via email to: Quinn Mullarkey, P.E. [qmullarkey@mhepc.com](mailto:qmullarkey@mhepc.com). Proposals shall take into account all information provided above, linked herein, or in the attached. Qualifications and proposals shall also:

**NEW YORK OFFICE**

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

**PENNSYLVANIA OFFICE**

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



1. The address of the office that will provide services.
2. Resumes of staff to be assigned the project.
3. Provide a Lump Sum fee to provide the requested services including all fees and expenses that would be charged. Expenses that are not separately reimbursable include:
  - i. Travel time and mileage from office to job site.
  - ii. Staff supervision.
  - iii. Personnel equipment such as phones and computers.
4. If selected, the firm will be required to provide certificates indicating general liability insurance with a limitation of liability of \$2,000,000 per occurrence; as well as New York State Work's Compensation. The Town of Newburgh and MHE shall be named as the certificate holders & additionally insured.



## **SCOPE OF SERVICES FOR SURVEY**

### ***Basic Services***

1. Locate all property lines for the parcel 75-1-2. Any fence line or other encroachment, or other inconsistency between ownership and municipal location should also be noted. Provide a description of findings on the survey.
2. Contours at one-foot intervals.
3. Scale at 1" = 20'-0" or as otherwise requested or noted.
4. All pipes size and type, drains, invert elevations, manholes, drop inlets, pipe outlets, and drainage channels.
5. Locate all buildings and structures and identify materials, use, and number of stories.
6. Locate all tanks including wall thickness.
7. Spot elevations at:
  - a. Corners and entrances to buildings.
  - b. All site features.
  - c. Top and bottom of walls and steps (every 25').
  - d. Edges of all paved and gravel areas
  - e. Trees over 6" in caliper (indicated by type and caliper)
8. Utilities (i.e., gas, water, sewer) including all pipe sizes, material, inverts, rim elevations and valve boxes, including overhead utility wires. **Owner to provide mark out of utilities, surveyor to coordinate.**
9. Locate and label all waterways within the project limits.
10. Locate any potable water well (private, or public), groundwater source used for public water system, or any surface water of the state within 300 feet of the property lines.
11. Locate the 100-year flood elevation.
12. Control points used to establish the survey must be included in the digital form of the drawing.
13. Maps should also include base line ties.



***Deliverables***

1. Survey shall be prepared by a NY Licensed Surveyor and shall be provided in an AutoCAD R2018 compatible format. The vertical datum shall be NAVD 88 and in the NYS plane system.
2. Maps showing the information described in basic services. Maps shall include a north arrow, legend, and scales (written and graphic).
3. Sheet size shall be 24" x 36".
4. Layers shall conform to National CAD standard.
5. Digital copy of survey in Civil 3D 2018 or higher.
6. Digital copy shall be provided on a thumb drive, or through a file sharing service.
7. Surveyor shall provide for any access codes required to download files shared over such services. Digital copy shall allow for Engineer to incorporate survey information into the design for Phase 2 improvements.
8. Survey at 1:1 in model space. Original spot shots including point, description, and elevation information shall be included.
9. Schedule of Completion
10. Proposal shall be made out to the following:

**Town of Newburgh  
Supervisor Gil Piaquadio  
1496 Route 300  
Newburgh, NY 12550**



February 14, 2025

Town of Newburgh  
ATTN: Supervisor Gil Piaquadio  
1496 Route 300  
Newburgh, New York 12550  
Sent via email to: [gmullarkey@mhepc.com](mailto:gmullarkey@mhepc.com)

**TBC JOB NO: Newburgh  
Salt Storage Facility Project  
Town of Newburgh**

Dear Mr. Piaquadio,

I respectfully submit the following proposal for surveying services to be performed at 90 Gardnertown Road in the Town of Newburgh. After reviewing the above referenced property, we can provide you with the necessary surveying services. Rates quoted are prevailing wage, Survey Crew Consulting.

**SCOPE OF SERVICES FOR SURVEY:**

***Basic Services***

1. Locate all property lines for the parcel 75-1-2. Any fence line or other encroachment, or other inconsistency between ownership and municipal location should also be noted. Provide a description of findings on the survey.
2. Contours at one-foot intervals.
3. Scale at 1" = 20'-0" or as otherwise requested or noted.
4. All pipes size and type, drains, invert elevations, manholes, drop inlets, pipe outlets, and drainage channels.
5. Locate all buildings and structures and identify materials, use, and number of stories.
6. Locate all tanks including wall thickness
7. Spot elevations at:
  - a. Corners and entrances to buildings.
  - b. All site features.
  - c. Top and bottom of walls and steps (every 25').
  - d. Edges of all paved and gravel areas
  - e. Trees over 6" in caliper (indicated by type and caliper)



8. Utilities (i.e., gas, water, sewer) including all pipe sizes, material, inverts, rim elevations and valve boxes, including overhead utility wires. Owner to provide mark out of utilities, Surveyor to coordinate.
9. Locate and label all waterways within the project limits.
10. Locate any potable water well (private, or public), groundwater source used for public water system, or any surface water of the state within 300 feet of the property lines.
11. Locate the 100-year flood elevation.
12. Control points used to establish the survey must be included in the digital form of the drawing.
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1. Survey shall be prepared by a NY Licensed Surveyor and shall be provided in an AutoCAD R2018 compatible format. The vertical datum shall be NAVD 88 and in the NYS plane system.
2. Maps showing the information described in basic services. Maps shall include a north arrow, legend, and scales (written and graphic).
3. Sheet size shall be 24" x 36".
4. Layers shall conform to National CAD standard.
5. Digital copy of survey in Civil 3D 2018 or higher.
6. Digital copy shall be provided on a thumb drive, or through a file sharing service.
7. Surveyor shall provide for any access codes required to download files shared over such services. Digital copy shall allow for Engineer to incorporate survey information into the design for Phase 2 improvements.
8. Survey at 1:1 in model space. Original spot shots including point, description, and elevation information shall be included.
9. Schedule of Completion: Six to eight weeks from notice to proceed.

#### **COST OF SERVICES FOR SURVEY:**

LUMP SUM FEE. .... \$ 26,195.00



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GENERAL TERMS AND CONDITIONS

I. Scope of Services:

Terry Bergendorff Collins Professional Land Surveyor does not warranty or imply that the suggested scope of services outlined within the Proposal is a complete list of services required to meet the goals and expectations of the Client. It is an understanding of the minimum services identified the time the Proposal was written, utilizing the limited research necessary to provide a Proposal for the project. It is possible that during the course of consulting work, additional services may be required to achieve the goals of the Client.

II. Existing Conditions:

The Proposal is based on regulations, policies and requirements that are in effect at the time the Proposal was prepared. Changes that occur after the Proposal date may require renegotiation of the fees or additional scope requirements. This firm does not warranty or suggest its advanced knowledge of changes in regulations affecting development.

III. Effective date of Proposal:

The fees as quoted within the Proposal shall remain in effect for a period of sixty (60) days. Should the client authorize work after sixty (60) days of the date of the Proposal, the Consultant has the right to renegotiate the fees. Work performed on an hourly or per diem basis will be billed in accordance with the hourly Fee Schedule in effect at the time work is completed.

IV. Payment:

Invoices remaining unpaid for more than thirty (30) days may be subject to a service charge of 1-1/2% per month (18% per annum). If invoices should become in arrears of forty five (45) days or more, the firm may suspend work on the project. If outstanding invoices become ninety (90) days in arrears or greater, the Consultant may seek a legal remedy to collect these fees and may place liens on the subject property. The Client agrees to pay all costs of collection born by the Consultant. Client agrees to pay all outstanding invoices prior to delivery of final product.

V. Notice to Stop Work:

Either party has the right to terminate the Contract five (5) days after receipt of written notice. In such a termination, the Consultant will be paid for all services rendered to the date the Contract was terminated, including any wind down or cleanup work required within the five-day period after termination.

VI. Authorization of Contract:

The signatory (Client) represents by their signatures to this document, that they have the requisite authority to bind their principal to the covenants and promises herein. The signatory may not assign this agreement without the expressed written consent of Terry Bergendorff Collins Professional Land Surveyor. An authorized signature is required before scheduling services.





52 Starr Ridge Road  
Brewster NY 10509

Successor to Robert H. Bergendorff, James C. Edgett, William Alexander  
[www.TerryBergendorffCollins.com](http://www.TerryBergendorffCollins.com)

T 845 279 4261  
F 845 279 6838

If you have any questions, please do not hesitate to contact me at (845) 279-4261.

Authorization to proceed

Date

\*Note: This proposal may be withdrawn by us if not accepted within thirty  
(30) days from proposal date

Very truly yours,

  
Terry Bergendorff Collins

Majority Member

TBC/lm

G:\Proposals\T\Town of Newburgh\MHE\2.14.25