



AGENDA

October 2, 2023

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I. OPEN MEETING

II. PUBLIC HEARING

- 2024 CDBG Application.

III. NEW BUSINESS

- Approve September 5, 2023 minutes.
- Approve 2024 CDBG Application.
- Approve Change Order No. 1 for Contract 1 General Construction – Lower Baxter Water Supply Project.
- Approve T&A Construction Inc. Pay Request No. 1 in the amount of \$100,548.00.
- Approve Professional Services Agreement for the 2024 CDBG Grant Application.
- Approve Proposal TSCO-3 from Labella for Aerial Survey and Ground Control – Anderson Way Road Boundary Survey.
- Appoint Cedarwood as village engineers.

IV. OLD BUSINESS

- Engineer's Report

V. MOTION TO PAY BILLS

- September bills in the amount of \$313,694.68.
- EFC LT No. 6 in the amount of \$20,622.83.

VI. ADJOURNMENT

VII. EXECUTIVE SESSION - Litigation

Contractor's Application for Payment

Owner: VILLAGE OF PAWLING **Owner's Project No.:** VP-B16-04
Engineer: LABELLA & ASSOCIATES **Engineer's Project No.:** 41848.02
Contractor: T+A CONSTRUCTION INC **Contractor's Project No.:** H101
Project: WATER SUPPLY LOWER BAYTER + GRANDVIEW
Contract: _____
Application No.: 1 **Application Date:** 9/5/23
Application Period: From 8/21/23 to 9/1/23

1. Original Contract Price	\$ 1,038,320.-
2. Net change by Change Orders	\$ 0.-
3. Current Contract Price (Line 1 + Line 2)	\$ 1,038,320.-
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 1,058,400.-
5. Retainage	
a. <u>5%</u> X <u>\$1,058,400.-</u> Work Completed	\$ 52,920.-
b. <u>-</u> X <u>\$ -</u> Stored Materials	\$ -.-
c. Total Retainage (Line 5.a + Line 5.b)	\$ 52,920.-
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 1,005,480.-
7. Less previous payments (Line 6 from prior application)	0
8. Amount due this application	\$ 1,005,480.-
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 933,460.-

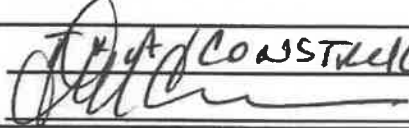
Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: T+A CONSTRUCTION INC
Signature:  **Date:** 9/5/23

Recommended by Engineer		Approved by Owner	
By: <u>Gary Ober</u>		By: _____	
Title: <u>REGIONAL LEADER CONST SVCS</u>		Title: _____	
Date: <u>9/15/23</u>		Date: _____	
Approved by Funding Agency			
By: _____		By: _____	
Title: _____		Title: _____	
Date: _____		Date: _____	

Progress Estimate - Unit Price Work

Village of Pawling Water Supply
 LaBella & Associates PC, Engineers
 Project No. VP-BID-04
 General Construction Contract No. 1

Contractors Application For Payment

Invoice No. 1274
 Invoice Date: 9/5/23
 Page 1 of 2

Application No. _____		Application Period: _____		From _____		to _____					
A	B	C	D	E	F	G	H	I	J	K	I
ITEM NO.	DESCRIPTION OF WORK	Quantity	Units	Unit Price	Value of Bid Item	Quantity Complete	Value of Completed Work	Materials Currently Stored	Work Completed and Materials Stored to Date	% of Work Completed	Balance To Finish
1	Mobilization & Demobilization	1	LS	\$10,000.00	\$10,000.00	50%	\$5,000.00	\$0.00	\$5,000.00	50.00%	\$5,000.00
2	Clearing & Grubbing	1	LS	\$11,000.00	\$11,000.00	100%	\$11,000.00		\$11,000.00	100.00%	\$0.00
3	Demolition Work	1	LS	\$10,000.00	\$10,000.00	50%	\$5,000.00		\$5,000.00	50.00%	\$5,000.00
4	Water Treatment Plant	1	LS	\$375,000.00	\$375,000.00	10%	\$37,500.00		\$37,500.00	10.00%	\$337,500.00
5	6" Water Line at Test Pit	20	LF	\$378.00	\$7,560.00		\$0.00		\$0.00	0.00%	\$7,560.00
6	6" Water Line at Grandview Ave	132	LF	\$85.00	\$11,220.00		\$0.00		\$0.00	0.00%	\$11,220.00
7	Install 5-3" Water Lines at Well Field	150	LF	\$71.20	\$10,680.00	50%	\$5,340.00		\$5,340.00	50.00%	\$5,340.00
8	Install 3" Water Line at Valve Vault	50	LF	\$71.20	\$3,560.00		\$0.00		\$0.00	0.00%	\$3,560.00
9	Install Water Service Copper Line	1	LS	\$2,500.00	\$2,500.00		\$0.00		\$0.00	0.00%	\$2,500.00
10	Blow Off Hydrant	1	LS	\$8,000.00	\$8,000.00		\$0.00		\$0.00	0.00%	\$8,000.00
11	Yard Hydrant	1	LS	\$8,000.00	\$8,000.00		\$0.00		\$0.00	0.00%	\$8,000.00
12	Trench for Electrical Conduit	650	LF	\$50.00	\$32,500.00		\$0.00		\$0.00	0.00%	\$32,500.00
13	Fencing	1	LS	\$90,000.00	\$90,000.00		\$0.00		\$0.00	0.00%	\$90,000.00
14	Paved Driveway	240	LF	\$104.00	\$24,960.00		\$0.00		\$0.00	0.00%	\$24,960.00
15	Pavement at Grandview	1	LS	\$25,000.00	\$25,000.00		\$0.00		\$0.00	0.00%	\$25,000.00
16	Gravel Driveway	75	LF	\$74.00	\$5,550.00		\$0.00		\$0.00	0.00%	\$5,550.00
17	Paved Driveway	200	SF	\$60.00	\$12,000.00		\$0.00		\$0.00	0.00%	\$12,000.00

Continued on Next Page

T&A Construction Inc.

Payroll summary by employee report

PERIOD: 8/21 To 8/26/23

From Aug 31, 2023 to Aug 31, 2023 for all employees from all locations

Payroll	Total	Bauer, Robert L	Bishop, David	Grant, Dennis K	Hager, Corey J	Harrington, Alexander R	Johnson, Garrett C
Hours							
Regular Pay	318h	37h	37h	37h	37h	33h	46h
Overtime Pay	276h	37h	26h	37h	37h	26h	38h
	42h		11h			7h	8h
Gross							
Regular Pay	\$18,535.22	\$1,788.21	\$2,182.43	\$1,788.21	\$1,788.21	\$1,653.85	\$3,788.00
Overtime Pay	\$14,338.02	\$1,788.21	\$1,335.10	\$1,788.21	\$1,788.21	\$1,178.06	\$2,593.88
Holiday Pay	\$3,447.20	\$0.00	\$847.33	\$0.00	\$0.00	\$475.79	\$819.12
Double Overtime Pay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Nontaxable Per Diem	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Adjusted gross	\$18,535.22	\$1,788.21	\$2,182.43	\$1,788.21	\$1,788.21	\$1,653.85	\$3,788.00
Other pay							
Employee taxes & deductions							
Employee taxes	-\$5,509.67	-\$534.00	-\$546.84	-\$570.85	-\$684.88	-\$393.20	-\$1,218.43
Federal Income Tax	-\$4,733.87	-\$469.20	-\$468.44	-\$505.58	-\$469.20	-\$332.57	-\$1,112.56
Social Security	-\$2,424.97	-\$244.57	-\$189.51	-\$280.95	-\$244.57	-\$126.08	-\$648.12
Medicare	-\$1,102.67	-\$110.87	-\$135.31	-\$110.87	-\$110.87	-\$102.54	-\$211.60
NY Income Tax	-\$257.88	-\$25.93	-\$31.64	-\$25.93	-\$25.93	-\$23.98	-\$49.48
Aftertax deductions	-\$948.35	-\$87.83	-\$111.98	-\$87.83	-\$87.83	-\$79.97	-\$203.36
NY SDI	-\$775.80	-\$64.80	-\$78.40	-\$65.27	-\$215.68	-\$60.63	-\$105.87
NY PFL	-\$4.80	-\$0.60	-\$0.60	-\$0.60	-\$0.60	-\$0.60	-\$0.60
1249 Working Assessment	-\$65.41	-\$8.14	-\$9.93	-\$8.14	-\$8.14	-\$7.53	\$0.00
1249 PAC Fund	-\$534.46	-\$53.65	-\$65.47	-\$53.65	-\$54.54	-\$49.62	\$0.00
1249 Disability plan	-\$10.56	-\$1.20	-\$1.20	-\$1.44	-\$1.20	-\$1.44	-\$1.44
Child Support	-\$10.57	-\$1.21	-\$1.20	-\$1.44	-\$1.20	-\$1.44	-\$1.44
Child Support	\$0.00						
Overpayment of Per Diem	-\$150.00						
	\$0.00						
Net pay	\$13,025.55	\$1,254.21	\$1,635.59	\$1,217.36	\$1,103.33	\$1,260.65	\$2,569.57
Employer taxes & contributions							
Employer taxes	\$1,360.55	\$136.80	\$166.95	\$136.80	\$136.80	\$126.52	\$261.08
FUTA Employer	\$0.00	\$0.00	\$166.95	\$136.80	\$0.00	\$126.52	\$0.00
Social Security Employer	\$1,102.67	\$110.87	\$135.31	\$110.87	\$110.87	\$102.54	\$211.60
Medicare Employer	\$257.88	\$25.93	\$31.64	\$25.93	\$25.93	\$23.98	\$49.48
NY Re-employment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NY SUI Employer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Dutchess Mctmt Er	\$0.00			\$0.00		\$0.00	\$0.00

Payroll	Total	Bauer, Robert L.	Bishop, David	Grant, Dennis K	Hager, Corey J	Harrington, Alexander R	Johnson, Garrett C
Total payroll cost	\$19,895.77	\$1,925.01	\$2,349.38	\$1,925.01	\$1,925.01	\$1,780.37	\$4,049.08
Payroll			Macchia, Gerardo S				Sosiewicz, Jason S
Hours			35h				56h
Regular Pay			35h				40h
Overtime Pay							16h
Gross							
Regular Pay			\$1,691.55				\$3,854.76
Overtime Pay			\$1,691.55				\$2,174.80
Holiday Pay			\$0.00				\$1,304.96
Double Overtime Pay			\$0.00				\$0.00
Reimbursement			\$0.00				\$0.00
Nontaxable Per Diem			\$0.00				\$0.00
Adjusted gross			\$1,691.55				\$3,854.76
Other pay							
Employee taxes & deductions							
Employee taxes							
Federal Income Tax			-\$496.19				-\$1,065.28
Social Security			-\$434.74				-\$941.58
Medicare			-\$223.30				-\$467.87
NY Income Tax			-\$104.87				-\$215.74
Aftertax deductions			-\$24.53				-\$50.46
NY SDI			-\$82.04				-\$207.51
NY PFL			-\$61.45				-\$123.70
1249 Working Assessment			-\$0.60				-\$0.60
1249 PAC Fund			-\$7.70				-\$15.83
1249 Disability plan			-\$50.75				-\$104.39
Child Support			-\$1.20				-\$1.44
Child Support			-\$1.20				-\$1.44
Overpayment of Per Diem							
Net pay			\$1,195.36				\$2,789.48
Employer taxes & contributions							
Employer taxes							
FUTA Employer			\$129.40				\$266.20
Social Security Employer			\$129.40				\$266.20
Medicare Employer			\$0.00				\$0.00
NY Re-employment			\$104.87				\$215.74
NY SUI Employer			\$24.53				\$50.46
Dutchess Mctmi Er			\$0.00				\$0.00
Total payroll cost			\$1,820.95				\$4,120.96

T&A Construction Inc.

Payroll summary by employee report

PERIOD: 8/27 TO 9/1/23

From Sep 08, 2023 to Sep 08, 2023 for all employees from all locations

Payroll	Total	Bauer, Robert L	Bishop, David	Brown, Thomas M	Grant, Dennis K	Hager, Corey J	Harrington, Alexander R
Hours							
Regular Pay	285.75h	15.75h	40h	11h	26h	36h	37h
Overtime Pay	238.75h	11.75h	29h	11h	22h	30h	29h
	47h	4h	11h	-	4h	6h	8h
Gross	\$16,972.06	\$815.08	\$2,336.48	\$822.25	\$1,725.76	\$1,790.88	\$1,857.75
Regular Pay	\$12,701.23	\$539.56	\$1,489.15	\$822.25	\$1,010.24	\$1,377.60	\$1,313.99
Overtime Pay	\$3,405.83	\$275.52	\$847.33	\$275.52	\$0.00	\$413.28	\$543.76
Holiday Pay	\$0.00	\$0.00	\$0.00	-	\$0.00	\$0.00	\$0.00
Double Overtime Pay	\$0.00	\$0.00	\$0.00	-	\$0.00	\$0.00	\$0.00
Reimbursement	\$0.00	-	-	-	\$440.00	-	-
Nontaxable Per Diem	\$865.00	\$0.00	\$0.00	-	\$0.00	-	\$0.00
Adjusted gross	\$16,972.06	\$815.08	\$2,336.48	\$822.25	\$1,725.76	\$1,790.88	\$1,857.75
Other pay	-	-	-	-	-	-	-
Employee taxes & deductions	-\$7,176.54	-\$188.99	-\$601.61	-\$163.95	-\$376.42	-\$1,285.92	-\$452.33
Employee taxes	-\$5,868.38	-\$157.82	-\$517.89	-\$159.61	-\$328.52	-\$470.15	-\$384.67
Federal Income Tax	-\$3,306.73	-\$61.62	-\$216.35	-\$62.48	-\$170.42	-\$245.16	-\$150.55
Social Security	-\$998.64	-\$50.54	-\$144.86	-\$50.98	-\$79.72	-\$111.03	-\$115.18
Medicare	-\$233.56	-\$11.82	-\$33.88	-\$11.92	-\$18.65	-\$25.97	-\$26.94
NY Income Tax	-\$1,328.45	-\$33.84	-\$122.80	-\$34.23	-\$59.73	-\$87.99	-\$92.00
Aftertax deductions	-\$1,308.16	-\$31.17	-\$83.72	-\$4.34	-\$47.90	-\$815.77	-\$67.66
NY SDI	-\$5.40	-\$0.60	-\$0.60	-\$0.60	-\$0.60	-\$0.60	-\$0.60
NY PFL	-\$73.28	-\$3.71	-\$10.63	-\$3.74	-\$5.85	-\$8.15	-\$8.45
1249 Working Assessment	-\$459.43	-\$24.45	-\$70.09	-	-\$38.57	-\$54.62	-\$55.73
1249 PAC Fund	-\$10.02	-\$1.20	-\$1.20	-	-\$1.44	-\$1.20	-\$1.44
1249 Disability plan	-\$10.03	-\$1.21	-\$1.20	-	-\$1.44	-\$1.20	-\$1.44
Child Support	\$0.00	-	-	-	\$0.00	\$0.00	\$0.00
Child Support	-\$750.00	-	-	-	-	-\$750.00	-
Net pay	\$9,795.52	\$626.09	\$1,734.87	\$658.30	\$1,349.34	\$504.96	\$1,405.42
Employer taxes & contributions	\$1,274.13	\$62.36	\$178.74	\$104.83	\$98.37	\$137.00	\$142.12
Employer taxes	\$1,274.13	\$62.36	\$178.74	\$104.83	\$98.37	\$137.00	\$142.12
FUTA Employer	\$4.93	\$0.00	\$0.00	\$4.93	\$0.00	\$0.00	\$0.00
Social Security Employer	\$998.64	\$50.54	\$144.86	\$50.98	\$79.72	\$111.03	\$115.18
Medicare Employer	\$233.56	\$11.82	\$33.88	\$11.92	\$18.65	\$25.97	\$26.94
NY Re-employment	\$0.62	\$0.00	\$0.00	\$0.62	\$0.00	\$0.00	\$0.00
NY SUI Employer	\$36.38	\$0.00	\$0.00	\$36.38	\$0.00	\$0.00	\$0.00
Dutchess Mcimt Er	\$0.00	-	-	-	\$0.00	-	\$0.00
Total payroll cost	\$18,246.19	\$877.44	\$2,515.22	\$927.08	\$1,824.13	\$1,927.88	\$1,999.87

T&A Construction Inc.

Payroll summary by employee report

From Sep 08, 2023 to Sep 08, 2023 for all employees from all locations

Payroll	Macchia, Gerardo S			Sostewicz, Jason S			Tiso, Gary L		
	Hours	32h	28h	4h	48h	38h	40h	40h	
Regular Pay									
Overtime Pay									
Gross									
Regular Pay		\$1,561.28			\$3,162.98			\$2,899.60	
Overtime Pay		\$1,285.76			\$1,963.08			\$2,899.60	
Holiday Pay		\$275.52			\$774.90				
Double Overtime Pay		\$0.00			\$0.00			\$0.00	
Reimbursement		\$0.00			\$0.00			\$0.00	
Nontaxable Per Diem		\$0.00			\$0.00				
Adjusted gross		\$1,561.28			\$425.00			\$2,899.60	
Other pay									
Employee taxes & deductions									
Employee taxes		-\$445.91			-\$763.81			-\$2,897.60	
Federal Income Tax		-\$388.97			-\$665.73			-\$2,795.02	
Social Security		-\$194.65			-\$304.68			-\$1,900.82	
Medicare		-\$96.80			-\$169.76			-\$179.77	
NY Income Tax		-\$22.64			-\$39.70			-\$42.04	
Aftertax deductions									
NY SDI		-\$74.88			-\$151.59			-\$672.39	
NY PFL		-\$56.94			-\$98.08			-\$102.58	
1249 Working Assessment		-\$0.60			-\$0.60			-\$0.60	
1249 PAC Fund		-\$7.10			-\$12.46			-\$13.19	
1249 Disability plan		-\$46.84			-\$82.14			-\$86.99	
Child Support		-\$1.20			-\$1.44			-\$0.90	
Child Support		-\$1.20			-\$1.44			-\$0.90	
Net pay		\$1,115.37			\$2,399.17			\$2.00	
Employer taxes & contributions									
Employer taxes		\$119.44			\$209.46			\$221.81	
FUTA Employer		\$119.44			\$209.46			\$221.81	
Social Security Employer		\$0.00			\$0.00			\$0.00	
Medicare Employer		\$96.80			\$169.76			\$179.77	
NY Re-employment		\$22.64			\$39.70			\$42.04	
NY SUI Employer		\$0.00			\$0.00			\$0.00	
Dutchess Mcmt Er		\$0.00			\$0.00			\$0.00	

T&A Construction Inc.

Payroll summary by employee report

From Sep 08, 2023 to Sep 08, 2023 for all employees from all locations

Payroll	Macchia, Gerardo S	Sosiewicz, Jason S	Tiso, Gary L
Total payroll cost	\$1,680.72	\$3,372.44	\$3,121.41

Date of Issuance:	Effective Date:
Owner: Village of Pawling	Owner's Contract No.: VP-BID-04
Contractor: T&A Construction Inc.	Contract: VP-BID-04
Engineer: LaBella Associates, D.P.C	Engineer's Project No.: 41848.02
Project: Village of Pawling Pawling Water Supply Project Water Treatment Plant	Contract Name: Contract 1 – General Construction

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: _____

Specification(s)	Drawing(s) / Detail(s)
------------------	------------------------

Description:

In follow up to my email yesterday and our subsequent conversations today, in has been agreed that the removal of the unsuitable dirt will be transported off site for \$21,000.00. The furnishing of the Trench Boxes will cost an additional \$11,000.00, bring the total Field Order Request to \$32,000.00.

We do not yet know if there will be any extension of time required.

Attachments:

Attached sketch with noted changes

<p>ISSUED:</p> <p>By: <u><i>Gary Cole</i></u> Engineer (Authorized Signature)</p> <p>Title: <u>REGIONAL LEADER Senior Civil Engineer CONST SVCS</u></p> <p>Date: <u>9/14/23</u></p>	<p>RECEIVED:</p> <p>By: <u><i>[Signature]</i></u> Contractor (Authorized Signature)</p> <p>Title: <u>TREAS. / CONTRACT ADMINISTR.</u></p> <p>Date: <u>9/19/23</u></p>
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Copy to: Owner

Create Field order #1

T & A CONSTRUCTION INC.

905 OLD QUAKER HILL RD.

PAWLING, NY 12564

845-803-9550

tnautilties@gmail.com

September 1, 2023

**Labella Associates PC
21 Fox Street
Poughkeepsie, NY
Attn: Dan Stone**

Field Order No. 1

**Re: Village of Pawling Water Supply Project
Contract # VP-BID-04**

Gentlemen,

In follow up to my email yesterday and our subsequent conversations today, it has been agreed that the removal of the unsuitable dirt will be transported off site for \$21,000.00. The furnishing of the Trench Boxes will cost an additional \$11,000.00, bring the total Field Order Request to \$32,000.00.

We do not yet know if there will be any extension of time required. Thank you.

Thank you.

**Gary Tiso, President
cc: Alex Cruse
Gary Aber
Micky Amato**

Professional Services Agreement

Agreement made the _____ day of _____, 2023
between

LaBella Associates, D.P.C.
("LaBella")

and

Village of Pawling
("Client")

for services related to the following Project:

Village Pawling 2024 CDBG Grant Application
Village of Pawling, Dutchess County, NY
("Project")

LaBella and Client hereby agree as follows:

Description of Services: LaBella shall perform the services set forth and described in LaBella's proposal, dated September 26, 2023, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.

Compensation for Services: Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered monthly. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.

Term: LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed and final payment has been received from Client, or as otherwise provided in this Agreement.

Insurance: LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;

- Worker’s compensation insurance at statutory limits and employer’s liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement;
- Cyber insurance with policy limits of not less than \$5,000,000 and excess Cyber insurance with policy limits of not less than \$5,000,000;
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate; and
- Pollution liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate. Pollution liability coverage is only provided for professional services.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

Indemnification: To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement.

In recognition of the relative risks and benefits of the Project to both Client and LaBella, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of LaBella and LaBella’s consultants for any and all claims, liabilities, damages, losses, costs, and judgments of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of LaBella and LaBella’s consultants shall not exceed \$50,000 or LaBella’s total fee for services rendered on this Project, whichever is greater.

LaBella Associates, D.P.C.

Client Name

By: _____
 Name Michael Mishook
 Title Vice President/Regional Manager
 Date: _____

By: _____
 Name Lauri Taylor
 Title Mayor, Village of Pawling
 Date _____

Exhibit A
LaBella's Proposal



September 26, 2023

Lauri Taylor, Mayor
Village of Pawling
9 Memorial Avenue
Pawling, NY 12564

**RE: Grant Services – Village Pawling 2024 CDBG Grant Application
Dutchess County Community Development Grant Program
LaBella Proposal #P2305375**

Dear Mayor Taylor:

LaBella Associates, D.P.C. ("LaBella") is pleased to submit the following proposal to assist the Village of Pawling with completing the 2024 Dutchess County Community Development Grant (CDBG). We understand the Village of Pawling is seeking funding to support a priority improvement project that aligns with the grant program. The application is due on or by October 20, 2023.

CDBG APPLICATION

The Dutchess County CDBG is funded by the United States Department of Housing and Urban Development, the program's intent is to develop viable, more resilient communities by providing decent housing and a suitable living environment and by expanding economic opportunities, principally for low- and moderate-income people and communities. The program allows for a maximum funding limit of:

- Affordable housing, public facilities, water/wastewater – maximum award \$200,000 for individual application or \$400,000 for Joint Applications
- Removal of existing architectural barriers, parks and recreation – maximum award of \$125,000 for individual application or \$250,000 for Joint Applications

The program requires submission of a Letter of Intent (LOI) by September 29, 2023 and final Grant Application by October 20, 2023. The LOI is submitted through the Dutchess County Grant Application Portal, the County will review and approve advancement to a full application. The Grant Application is also submitted through the portal and includes the following attachments:

- Public Hearing Documentation – required prior to application from applicant or in the case of joint applications – both municipalities
- Resolution Authorizing Submission of Application - required prior to application from applicant or in the case of joint applications – both municipalities



- Activity Budget – limit soft costs to 20% of project
- Schedule – may not begin prior to March 1, 2024, must complete by October 31, 2025
- Online Application
 - Project Description and Scope
 - Community Planning Alignment
 - Location Map
 - Recent Rate Increase Information
 - Approvals and Permits Required and progress
 - SEQR Type of Action and progress
 - Public Hearing Documentation
 - Authorizing Resolution
 - Budget
 - Local Contribution
 - Schedule

PROPOSED PROJECTS

The Pawling Water Supply System is on its way to becoming a fully Part 5 compliant Public Water Supply after 30 years of source deficiency it finally has a partially completed and fully approved solution to its source water deficiencies. During that 30 year timeframe, the development and implementation of a source water supply solution consumed all of the administrative and capital resources of the Village.

This critical solution meant that other important water supply reinvestment went lacking. In 1986 the Village abandoned its surface water source in favor of a plan to develop groundwater supplies. At the same time, it added distribution storage and trunk main supply to the Village center, those facilities are still within the prime of their useful life. Historically, the Village installed many small diameter “water mains” which now cause deterioration of distribution system water quality and inferior pressure. In some cases, these mains were installed at a shallow depth increasing the potential of winter freeze-up.

These historical distribution difficulties and the recent water supply source Approvals and Permit conditions are the drivers for the Villages 2023 CDBG assistance request. The permits require that the Village properly abandon wells that will no longer be used as sources of supply. The wells to be abandoned, will no longer be used for various reasons including natural and anthropogenic contaminants and capacity reliability. Both the NYSDEC permits for water withdrawal and NYSDOH Approvals require that the Corbin Well, the Libby Wells and the Baxter Green well 3 be abandoned. The Village is also requesting assistance to replace the current Route 22 crossing consisting of a 2” galvanized “main” buried at a depth of 2-3 feet with a new main that will not freeze in the winter. Each of these proposed projects is described in greater detail below.



Well Abandonment

The Village proposes to abandon 4 wells as required by the recent permits and approvals. State well abandonment regulations require electrical disconnection, removal of the pump and discharge piping and then packing the well with a clay or clay and concrete mix to remove the potential conduit to the aquifer for surface water or other contaminants. Additionally, after abandonment, the Village may demolish surface features and if appropriate declare any land associated with the source surplus and dispose of the land as allowed by Law.

- Baxter 3 is an 8" well about 600 feet deep and completed in sedimentary rock, after the pump and motor are removed, it is proposed that the well column be sealed with a bentonite or bentonite cement grout.
- Libby 1 is an 8" wells originally drilled to a depth of about 700 feet and completed in sedimentary rock, after the pumps and motors are removed, it is proposed that the well columns will be sealed with a bentonite or bentonite cement grout.
- Libby 2 is an 8" wells originally drilled to a depth of about 700 feet and completed in sedimentary rock, after the pumps and motors are removed, it is proposed that the well columns will be sealed with a bentonite or bentonite cement grout.
- Corbin 86 is a 12" well about 45 feet deep completed in both the overburden and underlying sedimentary bedrock, after the pump and motor is removed, it is proposed that the well column be sealed with a bentonite or bentonite cement grout.

A budget for this work of \$50,000 is proposed.

Replacement of the Rt 22 "main"

The Route 22 crossing is shallow as previous installers were disinclined to trench deeply through the hard bedrock found at the crossing location. This crossing serves the southeastern quadrant of the Village along Quaker Hill Road. Because this "main" is prone to freezing, users open a hose bib between December and March to maintain a constant low rate of flow to prevent freezing. This practice is wasteful of both water resources and energy. Approximately 170 feet of the "main" is under NYSDOT right of way, this will require the Village to install the new main to meet both the NYSDOH requirements and the NYDDOT requirements, directional drilling will be used to install the new main at a depth of approximately 5 feet under the NYSDOT ROW. Open trenching may be used to install the new main outside the NYSDOT ROW.

A budget for this work of \$200,000 is proposed.



LABELLA FEE SCHEDULE

Our fee to perform this work is \$3,500 inclusive of expenses. Any additional services will be billed on a time and materials basis.

Tasks		Fee Estimates	Proposed Schedules
Task No.	Task Description	Time and Material, Not to Exceed	Projected Start / End Dates ⁽¹⁾
01	CDBG Application Support	\$3,500	Start: On-going End: October 2023
Estimate Total:		\$3,500	

I have attached an Agreement with a page for your signature to execute this contract between the Village of Pawling and LaBella. Please do not hesitate to contact me if you have questions at jvaughn@labellapc.com and (607) 329-3080.

Respectfully submitted,

LABELLA ASSOCIATES, D.P.C.

Jennifer Vaughn
Civil/Grant Services

Exhibit B
Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall not at any time supervise, direct, control or have authority over any contractor or subcontractor's work, nor shall LaBella have authority over, or be responsible for, the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor or subcontractor, or the safety precautions and programs incident thereto, for safety or security at the Project location, nor for any failure of a contractor or subcontractor to comply with laws and regulations applicable to the performance of their work and the furnishing of materials on the Project. LaBella shall not be responsible for the acts or omissions of any contractor or subcontractor.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding, and site access to, the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances or injurious conditions. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or any supplemental proposal or contract modification, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project or as required by law. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights and the right to reuse the documents. Upon payment in full for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Client and Client's contractors and other consultants may rely only upon printed copies (also known as hard copies) of documents that are signed and sealed by a licensed professional employed by LaBella. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies shall govern. Any electronic copies (files) provided by LaBella will be provided solely as a convenience and shall not be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a licensed professional employed by LaBella. Client is advised that electronic copies of documents can deteriorate or be inadvertently modified without LaBella's consent or may otherwise be corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of documents.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services is subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

LaBella may suspend its performance under this Agreement if any delinquent amounts due for services and expenses have not been paid. LaBella may refuse to release drawings, plans, specifications, reports, maps, materials and any other instruments of service prepared by LaBella

for Client until all arrearages are paid in full. LaBella shall not be liable to Client for delay or any other damages due to any such suspension of services.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period. In any event, without regard to the party terminating the Agreement, Client shall remit payment of all amounts that are not in dispute no later than thirty (30) days after the date of each invoice.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but, to the fullest extent permitted by law, neither party shall be liable to the other for any special, incidental, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. If LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right

accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.

DATE:	<u>September 11, 2023</u>	PROPOSAL NUMBER:	<u>TSCO-3</u>
CLIENT:	<u>Village of Pawling</u>	PROJECT NUMBER:	<u>2221771.01</u>
PROJECT:	<u>Aerial Survey & Ground Control</u>	PHASE NUMBER:	<u>TBD</u>
PHASE TITLE:	<u>Anderson Way Road Boundary Survey</u>		

DESCRIPTION OF SCOPE/BUDGET CHANGE:

LaBella conduct a survey to determine the boundaries of Anderson Way (formerly known as West Street) in the village of Pawling, New York. Anderson Way is a town/village user highway extending approximately 1,100 linear feet in a northerly direction from its intersection with West Main Street. According to Dutchess County tax records and GIS there are nineteen (19) privately owned residential properties fronting along Anderson Way. LaBella surveyors will compile real property land records (Deeds and/or Maps of Record) for all nineteen (19) properties and conduct a field survey to search for and locate any existing monumentation and/or evidence of possession pertaining to those land records to determine the extent of individual properties fee ownership abutting the road.

Upon determination of the user highway boundary, LaBella surveyors will prepare an autocad drawing of the boundaries to overlaid upon the aerial survey mapping of the site previously provided.





CONTRACT MODIFICATION SHORT FORM

This contract modification is considered an extension of our original Agreement for this project dated February 28, 2022. All terms & conditions of the original Agreement apply to this contract modification. This contract modification shall only be valid for 60 days.

AS REQUESTED BY:

SCHEDULE: START DATE: Upon Authorization

COMPLETION DATE: 6-8 weeks from authorization

PREVIOUSLY APPROVED BUDGET/FEE FOR THIS PHASE: \$ 0

BUDGET/FEE FOR THIS MODIFICATION:

LaBella LUMP SUM FEE: \$ 19,850

SUB-CONSULTANT ESTIMATE: \$ 0

REIMBURSABLE EXPENSES ESTIMATE: \$ 0

REVISED TOTAL BUDGET/FEE FOR THIS PHASE: \$ 19,850

ADDITIONAL RETAINER REQUIRED: \$ 0

Please review and call with any questions. Receipt of this signed contract modification and any additional retainer required above will be authorization to schedule the performance of this work. We look forward to working with you on this project.

AUTHORIZED BY: _____ DATE: _____

PRINT NAME: _____

COMMENTS/DIRECTION: _____

PREPARED BY: David H. Dippel, PLS

cc: _____