



May 26, 2023

Mr. Art Bassin, Supervisor
Ancram Town Hall
1416 County Route 7
Ancram, NY 12502

**RE: Preliminary Ancram Hamlet Groundwater Study and Plan
LaBella Proposal P2302563**

Dear Supervisor Bassin:

LaBella Associates, D.P.C. (LaBella) is pleased to submit the following proposal to provide hydrogeologic services involved with a Preliminary Ancram Hamlet Groundwater Study and Plan. This proposal outlines our understanding of the project, proposed scope of work, and associated fees. This proposal is a revision of previous proposals dated April 6, 2023 and April 17, 2023.

PROJECT UNDERSTANDING

Residents in Ancram hamlet rely on individual private wells and septic systems for water and wastewater services. Based upon a 2022 online well survey sponsored by the Town of Ancram, 70 percent of respondents in Ancram hamlet have experienced issues with the quantity of water produced from their well. Nearly one-third have needed to have a water well contractor hydrofracture, deepen, or otherwise redevelop their wells. As indicated by Winkley (2008)¹, several low-yield water well clusters exist in the hamlet. These clusters are discrete areas with three or more wells each yielding less than or equal to 1 gallon per minute (gpm). Note that the New York State Department of Health does not recommend or currently approve use of wells that produce less than 1 gpm for most homes unless supplemental storage is provided.

SCOPE OF SERVICES

LaBella has formulated a revised scope of services that includes: (1) further analysis of the well survey results; (2) compilation of available well data from available state and county agencies as well as local water well contractors; (3) updating of hydrogeologic mapping performed by myself in 2008 for the hamlet area; and (4) completion of a letter report that outlines recommendations to address the well water issues in the hamlet. This could include a variety of regulatory and non-regulatory solutions based upon the current nature of the problem and future planning for sustainable development.

SCHEDULE

LaBella anticipates completion of the Preliminary Ancram Hamlet Groundwater Study within two months of the receipt of the signed attached professional services agreement.

¹ Winkley, S, 2008, Groundwater Protection Plan for the Town of Ancram, Columbia County, NY, New York Rural Water Association.



PROFESSIONAL SERVICES FEES

The professional services fees for the Preliminary Ancram Hamlet Groundwater Study are a lump sum amount of \$2,900. LaBella will invoice the Town Ancram monthly. Work will be billed commensurately with the percentage of the lump sum phase that has been completed. A copy of our current billing rate schedule is attached to this proposal.

Please feel free to contact me at (518) 540-4933 or swinkley@labellapc.com if you have any questions. LaBella looks forward to working with the Town of Ancram on this important project. To authorize our work participation, please sign and return to us the attached professional services agreement (Exhibit A) which references our contract terms (Exhibit B).

Respectfully Submitted,

LABELLA ASSOCIATES, D.P.C.

Steven Winkley, PG
Senior Hydrogeologist

cc: James Kennedy
Nan Stolzenburg

Exhibit A

Professional Services Agreement

Agreement made the _____ day of _____, 20__
between

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

and

Town of Ancram
("Client")
1416 County Route 7
Ancram, NY 12502

for services related to the following Project:

Ancram Hamlet Groundwater Study and Plan
("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 May 26, 2023, in accordance with the terms and conditions of this contract attached as *Exhibit B*.

Compensation for Services: A retainer in the amount of \$_____ shall be required prior to the initiation of services. This retainer will be held until the end of the Project and applied to Client's final invoice. Any excess amount shall be returned to Client. 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; and
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate.

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: _____

By: _____

Name _____

Name _____

Title _____

Title _____

Date: _____

Date _____

Exhibit B

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.

HOURLY RATES

Title **2023 Billing Rate**

ARCHITECTURAL & ENGINEERING

Architect II	\$160
Architect I	\$140
Engineer VI	\$255
Engineer V	\$230
Engineer IV*	\$186
Engineer IV	\$165
Engineer III	\$140
Engineer II	\$120
Engineer I	\$95
Designer V	\$170
Designer IV	\$140
Designer III	\$120
Designer II	\$110
Designer I	\$95
Technician IV	\$140
Technician III	\$100
Technician II	\$85
Technician I	\$70

BUILDING CODE & LIFE SAFETY SERVICES

Building Code Consultant	\$140
Safety Specialist	\$180

CONSTRUCTION ADMIN/INSPECTION

Construction Inspector IV	\$140
Construction Inspector III	\$125
Construction Inspector II	\$100
Construction Inspector I	\$85

Continued on next page

DIRECT COSTS

Reimbursable expenses are in addition to personnel charges and include expenditures made in the interest of the project for the expenses as listed below:

- Reproduction of reports, drawings, photocopies and blueprints
- Messenger and express service deliveries
- Travel, tolls, and overnight expenses. Auto use will be charged at IRS standard business mileage rate.
- Maps, photographs, ordinances, plans and other documents directly related to and necessary to complete contractual obligations.

SUBCONTRACTORS

Subcontractors work will be billed at actual cost plus 15%.

COURT PROCEEDINGS

All requests for appearance before a Judge or other Officer of the court will be billed on a per diem basis at a rate of \$3,120 per day, plus direct expenses. Other litigation support will be billed at a rate of \$390 per hour, plus direct expenses.

FORENSIC INVESTIGATIONS

Forensic investigations shall be billed at \$500 per hour.

BILLING

Project costs will be billed monthly. Invoices are payable upon receipt. Invoices not paid within 30 days will be assessed a finance charge of 1.5% per month.

HOURLY RATES

Title **2023 Billing Rate**

ENVIRONMENTAL SERVICES

Environmental Program Manager II	\$255
Environmental Program Manager I	\$120
Environmental Project Manager II	\$140
Environmental Project Manager I	\$100
Environmental Scientist IV	\$200
Environmental Scientist III	\$140
Environmental Scientist II	\$100
Environmental Scientist I	\$90
Environmental Analyst/Tech II	\$100
Environmental Analyst/Tech I	\$70

GIS

GIS Analyst/Professional V	\$150
GIS Analyst/Professional IV	\$125
GIS Analyst/Professional III	\$105
GIS Analyst/Professional II	\$90
GIS Analyst/Professional I	\$70

LANDSCAPE ARCHITECTURE

Landscape Architect VI	\$230
Landscape Architect V	\$170
Landscape Architect IV	\$140
Landscape Architect III	\$120
Landscape Architect II	\$100
Landscape Architect I	\$90

PLANNING

Planner VI	\$230
Planner V	\$140
Planner IV	\$130
Planner III	\$120
Planner II	\$95
Planner I	\$90

HOURLY RATES

Title	2023 Billing Rate
PROJECT ADMINISTRATION	
Project Manager	\$175
Project Coordinator II	\$105
Project Coordinator I	\$90
Administrative Support	\$90
SURVEY	
Survey Professional V	\$255
Survey Professional IV	\$200
Survey Professional III	\$185
Survey Professional II	\$170
Survey Professional I	\$160
Project Surveyor III	\$150
Project Surveyor II	\$147
Project Surveyor I	\$140
Assistant Project Surveyor II	\$132
Assistant Project Surveyor I	\$120
Crew Chief IV	\$140
Crew Chief III	\$132
Crew Chief II	\$126
Crew Chief I	\$90
Survey Draftsman	\$100
Survey Tech II	\$80
Survey Tech I	\$75
Survey Crew	\$225

Labor charges include administrative services, telephone, US mail and facsimiles.