

LEGGETTE, BRASHEARS & GRAHAM, INC.

PROFESSIONAL GROUNDWATER AND ENVIRONMENTAL ENGINEERING SERVICES

4 RESEARCH DRIVE, SUITE 204
SHELTON, CT 06484
(203) 929-8555
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www.lbgweb.com

June 10, 2016

Mr. Edward Balicki
Chief Operator, City of Beacon
1 Municipal Plaza, Suite 1
Beacon, NY 12508

Via Electronic Transmission

RE: City-Wide Hydrogeologic Assessment
Beacon, New York

Dear Mr. Balicki:

Leggette, Brashears & Graham, Inc. (LBG) is pleased to provide you this work scope and cost estimate for the completion of a Hydrogeologic Assessment of the City of Beacon to identify potentially suitable parcels for development of groundwater wells. The hydrogeologic assessment will include the evaluation of potential locations for groundwater-supply source development in both the stratified-drift sand and gravel and bedrock aquifers along the Fishkill Creek corridor. Once areas have been identified which may be potentially suitable for water-supply development, LBG will conduct a tax parcel search to determine if land parcels of sufficient size are available for the siting of production wells. A windshield tour of the potentially suitable properties will also be completed to assess site access and to complete a preliminary review of current land use.

LBG Tasks

Review of available maps and GIS data pertaining to the stratified-drift and bedrock aquifers; identify the location of existing USGS and other borings/wells drilled and review available geologic logs; identify and locate existing water withdrawals in the region; review available USGS studies for the region; and conduct a fracture-trace assessment to identify geologically favorable bedrock well sites \$3,200-\$3,800

Review GIS tax parcel maps for the city of Beacon to identify properties of suitable size for development of groundwater sources; complete a preliminary windshield tour of properties identified as potentially suitable for groundwater investigation to review current land use on and around parcels\$1,200

Provide report summarizing the data reviewed and providing recommendations for
areas and/or properties which warrant further investigation..... \$2,000-\$2,500

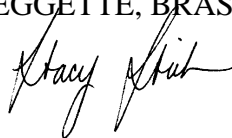
LBG Total \$6,400-\$7,500

Total Cost Estimate..... \$6,400-\$7,500

LBG can begin work immediately upon receipt of the signed Quick Start Contract.
Should you have any questions, please do not hesitate to contact me directly at (475) 882-1723.

Very truly yours,

LEGGETTE, BRASHEARS & GRAHAM, INC.



Stacy Stieber, CPG
Associate/Hydrogeologist

Affirmed by:



Thomas P. Cusack, CPG
Senior Vice President

SS:cm

Enclosures

H:\PROPOSAL\2016\ (C) Beacon City-Wide Hydro Assessment.doc

QUICK START CONTRACT

This agreement for the performance of services is entered into this 10th day of June, 2016, by and between Leggette, Brashears & Graham, Inc. (LBG) and City of Beacon (Client). Subject to the contract terms printed on the reverse side of this form, LBG's standard fee schedule and the annexed proposal or scope of work. In the event of a conflict between the standard contract terms or fee schedule and any attached proposal or scope of work, terms of the proposal or scope shall govern.

CLIENT

Name: Mr. Edward Balicki
Company: City of Beacon
Address: 1 Municipal Plaza, Suite 1
City/State/Zip: Beacon, NY 12508

CLIENT CONTACTS

Reporting: Mr. Edward Balicki
Site Conditions: Mr. Edward Balicki

BILLING INFORMATION

Name: Mr. Edward Balicki
Company: City of Beacon
Address: 1 Municipal Plaza, Suite 1
City/State/Zip: Beacon, NY 12508

Project Location: **Street:** _____ **City:** Beacon **State:** NY
Proposal/Scope Date and Reference No.: June 10, 2016 **#Pages Attached:** 3

Brief Statement of Services: City-Wide Hydrogeologic Assessment

Anticipated Start Date: To be determined **Anticipated Completion Date:** To be determined
Preliminary Cost Estimate: \$6,400-\$7,500 (LBG Costs Only)

LBG Office Location: Shelton, CT **Project Representative:** Stacy Stieber
Principal-in-Charge: Thomas P. Cusack
Retainer: Waived



Client hereby engages LBG to perform the services described and referred to herein and agrees to pay LBG for such services, and acknowledges that the terms of this agreement are subject to LBG's standard contract terms and all attached and referenced material and documents. Unless otherwise provided in the attached proposal or scope: (1) inclusion of anticipated "start" and "completion" dates shall not be construed to impose a "time is of the essence" requirement; and (2) any preliminary cost estimate shall not be construed as a "flat-fee" or "not-to-exceed" amount. In consideration of the foregoing, LBG agrees to perform the services described and referenced herein.

CITY OF BEACON

LEGGETTE, BRASHEARS & GRAHAM, INC.

CLIENT

By: (signature) _____
(printed) _____
Title: _____
Date: _____
Witness: _____

By: (signature) 
(printed) Thomas P. Cusack
Title: Senior Vice President
Date: June 10, 2016
Witness: 

GENERAL TERMS AND CONDITIONS

FEE PAYMENT

- 1) LBG will submit invoices to Client monthly following any month of significant activity, and a final invoice upon completion of services. Invoices will show charges based on current LBG Fee Schedules or other agreed-upon basis, and will include a detailed separation of charges and supporting information.
- 2) Payment is due upon receipt of invoice. On accounts past due by forty-five (45) days, Client will pay a finance charge of 1.25 percent per month dating from the invoice date.
- 3) In the event Client requires expert-witness testimony, Client will pay LBG all past due balances before LBG will proceed to prepare for or offer testimony.
- 4) Client will pay the balance stated on the invoice unless Client notifies LBG of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. Client will remit the balance of undisputed items in a timely manner while a disputed item is being reviewed.
- 5) In the event Client fails to pay LBG within forty-five (45) days following invoice date, LBG may consider the default a breach of the consulting agreement and all duties of LBG may be suspended or terminated, and work product may be withheld, without liability of any kind to LBG.

OWNERSHIP OF DOCUMENTS AND CONFIDENTIALITY

- 1) All reports, field data and notes, laboratory test data, calculations, estimates, and other documents prepared in the course of consulting service shall remain the property of LBG. Client agrees that all reports and other work LBG furnished to Client or Client's agents which are not paid for, will be returned upon demand and will not be used for any purpose whatsoever.
- 2) Documents provided to LBG by Client will be returned to Client, upon request, at the completion of work at Client's cost.
- 3) Reuse of reports or other materials by Client or others on extensions or modifications of the project or on other sites, without written permission from LBG or adaptation by LBG for the specific purpose intended, shall be at the user's sole risk, without liability on the part of LBG, and Client agrees to indemnify and hold LBG harmless from all claims, damages and expenses, including attorney's fees.
- 4) LBG shall maintain Client's project data and reports in strictest confidence, and will release such information to others only upon express written permission from Client.

DISPUTES

- 1) Client will pay all reasonable collection expenses or litigation fees, including attorney fees, that LBG incurs in collecting any delinquent amount Client owes.
- 2) If the Client institutes a suit against LBG which is dismissed or for which judgement is rendered for LBG, Client will pay LBG for all costs of defense including attorney fees, expert witness fees and court costs.

INSURANCE AND INDEMNIFICATION

- 1) LBG will carry Workers Compensation, General Liability, Automobile Liability, Excess Umbrella-Form Liability and Professional Liability insurance policies in amounts which LBG considers adequate. Certificates of insurance will be provided to Client upon request. Within the terms and conditions of the insurance, LBG agrees to indemnify Client against loss caused by actions of LBG, its employees or its subcontractors. LBG will not be responsible for liability beyond the limits and conditions of the insurance. At Client's request, LBG will seek additional insurance coverages or coverage limits for specific projects, and will bill Client for the additional premium cost. LBG will require that its field subcontractors are insured to the same levels required of LBG by Client.
- 2) LBG's professional liability will be limited to the value of the consulting services performed.
- 3) LBG will not be responsible for any loss or liability from negligence by Client or by other agents, contractors or consultants employed by Client or from negligence by any person for whose conduct we are not legally responsible.

TEST BORINGS AND OTHER EXPLORATIONS

- 1) To drill test borings or perform other explorations, LBG may engage a contractor experienced in this work. The Contractor's invoices plus a fifteen (15) percent service charge will be added to LBG's invoice. On occasion, LBG engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be used with Client's approval. The cost of such services plus a fifteen (15) percent service charge will be included in our invoice. Such specialists will be wholly responsible for their work product.

- 2) Alternatively, at Client's request, LBG will recommend contractor(s) or specialist(s) for Client to enter into direct contract(s) with. In that event, invoices for these outside services will be mailed to Client for direct payment to the contractor(s). LBG review and approval of each invoice will be provided on request. Under either alternative, LBG does not guarantee and is not responsible for the performance of the contractor(s) or the accuracy of their results.

GEOPHYSICAL AND GEOCHEMICAL INSTRUMENTATION SERVICES

LBG is equipped to provide specialized geophysical and geochemical instrumentation services according to project needs. Fees for these equipment services will be based on use charges at standard rates published by LBG plus fees for consulting services.

CUSTODY OF MATERIALS

- 1) In the course of work, LBG may take custody of and transport soil and/or water samples from Client's site. Upon the completion of evaluation and/or testing of such samples, LBG reserves the right to return the samples to Client at Client's expense, and Client agrees to accept such samples and the responsibility for their proper and legal disposal.
- 2) At no time, under any circumstances, will LBG personnel represent LBG or themselves as generators of waste, hazardous or otherwise, which may have to be removed from or disposed of on a site, and LBG personnel will not sign hazardous waste manifests on behalf of Client.

RIGHT OF ENTRY

Client will furnish right-of-entry on the site for LBG to conduct the work. LBG will take reasonable precautions to minimize damage to the land from use of equipment, but has not included in the fee the cost for restoration of damage that may result from site operations. If LBG is required to restore the land to its former condition, this will be arranged and the cost plus fifteen (15) percent will be added to our fee.

DAMAGE TO SUBSURFACE STRUCTURES

Reasonable care will be exercised in locating subsurface structures in the vicinity of proposed subsurface explorations. This will include contact with the local agency coordinating subsurface utility information (i.e., "Call Before You Dig" service) and a review of plans provided by Client for the site to be investigated. LBG shall rely upon any information provided by Client or Client's agent or representative. If the locations of underground structures are not known accurately or cannot be confirmed, then there will be a degree of risk to Client associated with conducting the work. In the absence of confirmed underground structure locations, Client agrees to accept the risk of damage and possible costs associated with repair and restoration of damage resulting from the exploration work.

PETROLEUM PRODUCTS AND HAZARDOUS MATERIALS

- 1) Petroleum products, hazardous materials, or asbestos may exist at a site where there is no reason to believe they should be present. If, at any time, evidence of the existence or possible existence of such substances is discovered, LBG reserves the right to renegotiate any consulting agreement, the fees for our services and our continued involvement in the project. LBG will notify Client as soon as possible should unanticipated hazardous materials or suspected hazardous materials be discovered.
- 2) The discovery of hazardous materials or suspected hazardous materials may make it necessary for LBG to take immediate measures to protect human health and safety and/or the environment. Client agrees to compensate LBG for the cost of any and all measures that, in our professional onsite judgment are justified to preserve and protect the health and safety of our personnel, Client's employees and/or the public, and/or the environment. In addition, Client waives any claims against LBG and, to the full extent permitted by law, agrees to indemnify, defend and hold LBG harmless from any and all claims, damages and liability, including but not limited to cost of defense, in any way connected with petroleum products, hazardous materials or asbestos.

STANDARD OF CARE

In accepting our proposal for consulting services, Client acknowledges the inherent risks associated with any subsurface investigation. In performing professional services, LBG will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar localities. LBG makes no express or implied warranty beyond our commitment to conform to this high standard of professional practice.

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2016 FEE SCHEDULE FOR CONSULTING SERVICES

Senior Vice President	\$235/hour
Vice President/Principal	\$235/hour
Associate Vice President	\$225/hour
Senior Consultant	\$235/hour
Senior Associate	\$185/hour
Associate	\$130 to \$162/hour
Senior Environmental Engineer	\$153/hour
Senior Hydrogeologist/Environmental Scientists	\$112/hour
Environmental Engineer II	\$93/hour
Hydrogeologist II/Environmental Scientist II	\$87/hour
Environmental Engineer I	\$80/hour
Hydrogeologist I/Environmental Scientist I	\$76/hour
Senior Technician	\$75/hour
Technician	\$70/hour
CAD Operator/Draftsperson	\$95/hour
Clerical	\$75/hour

We require reimbursement for actual expenses incurred, including computer time. The use of personal cars in the field would be billed at the IRS approved rate per mile. An administrative charge of 5-percent is affixed to actual expenses and 15-percent for subcontractors. A 2-percent charge on services will be included to cover telephone, facsimile and in-house printing costs.

Invoices are payable upon receipt; accounts unpaid more than 45 days after the billing date are subject to 1.25-percent interest per month (15-percent annual rate) from the invoice date.

Fees for pretrial conferences and expert-witness testimony are as quoted above, with no premium fees.

LEGGETTE, BRASHEARS & GRAHAM, INC.
2016 FEE SCHEDULE FOR EQUIPMENT USE

<u>ITEM</u>		<u>DAILY RATE*</u>
INSTRUMENTATION		
Turbidity meter	\$	35
Conductivity meter	\$	20
pH meter	\$	20
Conductivity/pH meter	\$	35
Dissolved oxygen meter	\$	50
Flow-Through Cell	\$	150
Photoionization detector	\$	100
Flame ionization detector	\$	120 Combustible gas
(LEL)/oxygen meter	\$	60
Gas detector tube system	\$	16
Oil/water interface tape	\$	65
Electric water-level indicator	\$	35
Multi-Channel Data logger	\$	75
Transducers	\$	30 each
In-Well Data logger/Tranducer	\$	90
Barotroll	\$	90
Surveying Equipment	\$	100
Air velocity meter	\$	80
Magnehelic gauges	\$	20
GPS Receiver (Trimble)	\$	150
Trimble Transducer Connection	\$	50
Trimble GPS/Transducer Connection	\$	200
Timble External Antenna	\$	75
Laptop Computer Transducer Connection	\$	50
Dust Monitor	\$	110
PID/LEL/02 meter	\$	100/day; 300/week
SAMPLING EQUIPMENT		
Two-inch air or electric submersible pumps	\$	115
Four-inch submersible pump	\$	75
Powered suction pump	\$	50
Peristaltic pump	\$	30
Hand-operated suction pump	\$	15
Teflon or stainless-steel bailers	\$	10 each
Manually operated soil/sediment sampling equipment (hand augers, sludge samplers)	\$	25
Soil vapor sampling equipment (probes, slide hammer) (consumable items additional)	\$	30
GEOPHYSICAL EQUIPMENT		
Electromagnetic terrain conductivity (EM-31) instrument and recorder	\$	100
Very low frequency electromagnetic receiver	\$	100
Signal-enhancement single channel seismograph	\$	50
Downhole video logger	\$	500
Borehole geophysical logger	\$	400
Magnetic cable indicator	\$	45
Metal detector	\$	20
MISCELLANEOUS		
Digital Camera	\$	15
Generator	\$	75
Rotary hammer drill	\$	60
Sediment gradation or hydrometer equipment	\$	10/sample
Van or truck for transport of equipment	\$	25/day + 0.65/mile
Jon Boat	\$	75/day
Laptop Computer Use In Field	\$	35/day

- Consumable materials (disposable bailers, filters, tubing, etc.) at cost.

Other specialty equipment by quote.

WEEKLY RATE IS THREE TIMES DAILY RATE, MONTHLY RATE IS THREE TIMES WEEKLY RATE.