



June 27, 2018

Mr. Anthony Ruggiero, M.P.A.
City Administrator
City of Beacon
One Municipal Plaza
Beacon, NY 12508

RE: Hydrogeologic Services
On-Call Service Contract

Dear Mr. Ruggiero:

LBG Hydrogeologic & Engineering Services, P.C., member of WSP (LBGHES) has prepared an annual cost estimate for hydrogeologic-related services for the City of Beacon. The cost estimates and tasks have been provided for anticipated services and annual billing.

The tasks and cost estimates are as follows.

Hydraulic Evaluation of Transmission Piping - \$8,500 – \$9,500

Evaluate hydraulics of the transmission pipe where Well 1, Well 2, Well 8 and the Cargill Reservoir combine into a single pipe (bottleneck) leading to the water treatment plant.

Village of Fishkill Water-Supply Development and Agreement - \$3,000 - \$4,500

Provide hydrogeologic services related to the water-supply development at the Clove Road well field and review of any future agreements.

Prepare Bid Specifications – Back-up Bedrock Well - \$4,000

Prepare bid specifications for the development of a back-up bedrock supply well at the Pump House Road well field.

Project Team Communication and Meeting Attendance - \$3,000 - \$6,000

Provide required project team communication and attend meetings, as necessary.



On-Call Water-Supply Services - \$5,000

Responding to request from the Village to conduct on-call water-supply services; including water audits.

Water-Supply Adequacy Evaluations - \$5,000

Conduct water-supply adequacy evaluation for new projects in the City for regulatory agencies.

An annual cost estimate for the above services (June 1, 2018 to June 1, 2019) is \$28,500-\$34,000. This agreement is intended to be continued based on the hourly rates presented in Exhibit A. The above task cost estimates presented in this letter are estimates only.

All related work will be conducted at the request of the City’s representative. Separate Task Orders will be provided for your approval for additional services requested that are beyond the scope of work.

Please feel free to contact me directly at (475) 882-1704 with any questions or comments.

Kind regards,

LBG Hydrogeologic & Engineering Services, P.C.

Thomas P. Cusack, CPG, PG(NY)
Senior Supervising Hydrogeologist

TPC:cmm
Enclosures
H:\Beacon, City\2018\Cost Estimate - Hydrogeologic Services.docx

The contents of this proposal have been reviewed and the designee below authorizes WSP to initiate work on the proposed scope of work, in accordance with the project budget and schedule proposed herein. The terms and conditions described herein shall apply to all work performed on this project.

Accepted and agreed to by:

By: _____

Title: _____

Date: _____



ENCLOSURE



STANDARD TERMS AND CONDITIONS

The following “Standard Terms and Conditions” shall apply to all of “the Services” carried out by WSP USA Inc. (“WSP”), on behalf of the City of Beacon “the Client” as of June 27, 2018. They shall constitute the sole contract between the Company and the Client until such time that they are replaced by a written, agreed, signed, and subsequent “Master Services Agreement.”

1) DEFINITIONS

- a) “The Services” shall mean the scope of services, duties, and activities provided by the Company to the Client as defined in the attached proposal.
- b) The “Agreement” refers to these Standard Terms and Conditions subject to this document.

2) AGREEMENT

The Agreement is between the Client and the Company.

- a) The Client hereby confirms that it is entering into this Agreement wholly on its own behalf and not on behalf of or for the benefit of any other party, and agrees that in the event of any claim for breach of contract arising out of or in connection with this Agreement it shall be entitled to recover from the Company only the losses, if any, it has itself suffered.
- b) The Company shall in the performance of the Services (as defined in the proposal letter) exercise and will continue to exercise the reasonable skill, care, and diligence to be expected of a properly qualified and competent consultant experienced in the provision of such services as in effect at the time and location where the Services are performed. NO OTHER REPRESENTATIONS TO CLIENT EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEE IS INCLUDED OR INTENDED IN THIS AGREEMENT OR ANY REPORT, OPINION DOCUMENT OR OTHERWISE.
- c) The Company shall not be required to sign any documents, no matter by whom requested, that would result in the Company having to certify, guarantee or warrant the existence of conditions whose existence the Company cannot ascertain. The Client also agrees not to make resolution of any dispute with the Company or payment of any amount due to the Company in any way contingent upon the Company’s signing any such certification.
- d) The Services shall be provided by the Company for the sole benefit and use of the Client unless otherwise agreed in writing by the parties. Unless otherwise agreed in writing by the parties, no person other than the Client may rely on any report or other communication made in writing or otherwise by the Company in relation to the Services.
- e) The Company has no responsibility for hazardous or toxic substances or other waste materials found or identified as part of the services and the Company shall have no responsibility for the removal, treatment, storage, transport or disposal of these materials unless specifically agreed in writing with the Client. In any event, the Company shall utilize only the licensed or permitted treatment, storage, or disposal facility or facilities designated by Client.
- f) The information contained in the proposal is provided in confidence and regarded as commercially sensitive and confidential; in particular, rates, fees, personal information and other information deemed by the Company to be commercially sensitive should not be released by the Client to any other party without the Company’s prior written consent.
- g) The Client acknowledges and agrees that the Services may be performed in whole or in part by subcontractors selected by the Company in its reasonable discretion. The Company will name Client as a third party beneficiary of all subcontracts entered into the performance of work under this Agreement unless the Client authorizes otherwise in writing.



- h)** Client agrees that the Company is not responsible for damages arising directly or indirectly from any delays for failure of performance by Client or Client's contractors or consultants or discovery of any previously undisclosed hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Company to perform its services in an orderly and efficient manner, the Company shall be entitled to a reasonable adjustment in schedule and compensation.

3) COMPENSATION

- a) Compensation.** In consideration of the performance of the Services, the Client shall pay to the Company the fees stated in the proposal.
- b) Additional Services.** If the Company is required by the Client to provide additional services outside the scope and nature of the Services set out in the proposal letter, the Client shall make payment according to the hourly rates and sums set out in the proposal letter.
- c) Termination.** In the event that the Client requests the Services to be aborted, the Client shall pay to the Company the fees commensurate with the work completed by the Company. For the avoidance of doubt, the fees will include the preparation of reports or other deliverable items actually carried out whether or not the Client requires them to be issued.
- d) Currency.** All monies due to the Company shall be paid in US \$ (dollars) unless specifically detailed otherwise.
- e) Invoices.** Payment is due on the date of each invoice rendered and accounts must be settled in full within 30 days of the date of the invoice. Invoices past due more than 10 days will be assessed at an interest rate based on one percent (1%) per month or the highest applicable rate permitted by law, whichever is less. Notice of any dispute concerning an invoice must be provided in writing within 14 days of receipt of the invoice or the invoice is deemed to be correct and the full sum according to the invoice is due to the Company.

4) ACCESS TO INFORMATION

Before the commencement of Services and continuing thereafter, the Client shall immediately notify the Company of any known potential or possible health or safety hazards existing on or near the project site on which Services are to be, or are being, performed by Company or its subcontractors, with particular reference to hazardous substances or conditions. The Client shall provide the Company with all relevant data and information in its possession relating to the site history, to the project, and to the environmental, geologic, and geotechnical surface and subsurface conditions of the site and surrounding areas. Furthermore, promptly on request by the Company, Client shall provide Company and its subcontractors with all information, requirements, reports, data, surveys, and instructions, and access to all premises within the Client's control that Company may reasonably request to perform the Services. The Company may use such information, requirements, reports, data, surveys, and instructions in performing its Services and is entitled to rely upon the accuracy and completeness thereof. The Company shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by Client and/or Client's consultants and contractors.

5) LIMITATION OF LIABILITY

Client agrees that to the fullest extent permitted by law, the Company's total liability to client and third parties for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to this agreement from any cause or causes, including but not limited to the Company's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed and shall be limited to the lesser of total compensation paid to and retained by the Company for services pursuant to this agreement or the amount of the Company's insurance provided pursuant to this Agreement. The Company shall not be liable for any for lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages incurred by the Client.



The Company's liability for any claims shall be further limited to such sum as it would be just and equitable for the Company to pay having regard to the extent of the Company's responsibility for the loss or damage suffered as a result of each claim or series of claims in question ("the loss and damage") and on the assumption that:

- a) all other Consultants and all Contractors shall have provided contractual undertakings on terms no less onerous than those applying to the Company in respect of the carrying out of their obligations, and
- b) there are no exclusions of or limitations of liability nor joint insurance or co-insurance provisions between the Client and any other party referred to in this clause and any other party who is responsible to any extent for the loss and damage is contractually liable to the Client for the loss and damage, and
- c) all other Consultants and all Contractors have paid, or agreed to pay, to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss and damage.

Client hereby acknowledges, understands and agrees that: (1) there are risks inherent to environmental investigation, analysis, management, and remediation, many of which cannot be ascertained or anticipated prior to or during the course of the Services; for example, site investigation activities may spread contaminants through geologic formations despite the use of accepted professional standards; (2) due to the inherently limited nature and amount of data resulting from environmental investigation methods, complete analysis of conditions is not always possible, and, therefore, conditions frequently vary from those anticipated earlier; for example, borings in one location may miss contaminants only a few feet away; and (3) technology, methods, accepted professional standards as well as law and policy, are undefined and/or constantly changing and evolving. In light of all of the foregoing and the Company's lack of responsibility for creating the conditions requiring the Services, as a material inducement to and consideration for the Company's agreement to perform the Services on the terms and at the price stated herein CLIENT SPECIFICALLY AGREES THAT THE COMPANY'S LIABILITY SHALL BE STRICTLY LIMITED AS AND TO THOSE CAUSES AND AMOUNTS PROVIDED ABOVE.

6) DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this Agreement or the provision of the Services shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

7) OWNERSHIP

All intellectual property rights and copyright associated with the Company's services shall remain vested in and the property of the Company. A specific license for use may be granted by the Company. Any such license will be strictly limited to issues associated with the Services. The Company will not accept any liability whatsoever for any use of the materials to which the license is granted for any purpose other than the original intent. In the event that the Client is in default of payment of monies due to the Company, such license is agreed by the parties to be immediately withdrawn and revoked. All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Company as instruments of service shall remain the property of the Company. The Company shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.

8) CLIENT'S DUTIES

- a) The Client shall procure access for the Company to the property or properties in respect of which the Services are to be performed.
- b) The Client shall supply to the Company without charge and within reasonable time all necessary and relevant data and information in the possession of the Client or known to him and shall give such assistance as shall reasonably be required by the Company in the performance of the Services.



- c) Where relevant to the Services, the Client shall give the Company adequate notice of any danger or hazard which might cause death or injury to their employees and of which the Client ought reasonably to be aware.
- d) Where relevant to the Services, the Client shall provide to the Company, prior to any intrusive investigations, full details concerning the presence and location of any underground or otherwise located services. If such details are unavailable, the Company will take reasonable precautions to identify such services including the use of specialist equipment. The Client agrees to reimburse the Company for the reasonable cost of any such precautions. Where no or insufficient information has been provided or is available, the Client agrees to indemnify the Company against any and all resulting losses or costs.

9) BUDGETARY ESTIMATIONS

Unless specifically stated to the contrary, any budgetary opinion or estimate offered by the Company, exclusive of written proposals signed by authorized representatives of the Company, is to be regarded by the Client as broad guidance only. The Company is not liable for any deviation from such budgetary opinions or estimates whatsoever.

10) NO THIRD PARTY RIGHTS

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Company. Any report issued by the Company is solely for the benefit of the Client for the purposes set out in the report and should not be relied on by third parties or for any other purpose without the express written consent of the Company. The Company shall have no liability whatsoever to a person who is not a party to the Agreement, unless otherwise agreed in writing.

If requested by the Client, the Company will consider the provision of reliance letters to third parties in a form to be agreed by the Company. In relation to property transactions the provision of such agreements will normally be limited to a lender, a first purchaser and a first tenant, and will be provided on no more than two occasions. Additional fees may be payable for the provision of this service.

11) REPORTING OBLIGATIONS

In states where there is a legal obligation for a licensed professional (employed by the Company) or the Company to report an observed release of a hazardous material or petroleum product to the environment, an imminent threat to human health or the environment, or other incident (as defined by applicable law) to a regulatory agency, the Company shall first notify the Client and its Counsel regarding the nature and timing of the required notification, but in any case will comply with the applicable legal requirements with regard to reporting.

12) SEVERABILITY

If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable, or otherwise enforceable by law, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby.

13) PERSONAL LIABILITY

Notwithstanding anything to the contrary contained in any other provision of this Agreement, the Company's partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of the Services hereunder.



14) HEADINGS

The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.

15) MODIFICATION

This Agreement may be modified or amended only by a written instrument signed by an authorized agent of each party.

16) AUTHORITY

Each individual and entity executing this Agreement hereby represents that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she, or it is executing this Agreement to the terms and provisions hereof, and that such entity has authorized the execution of this Agreement as necessary to bind such entity to the terms and provisions hereof.

17) GOVERNING LAW

This Agreement shall be deemed to be a contract made under the laws of the state of New York, and for all purposes shall be construed in accordance with the laws thereof. Client agrees that any and all disputes between the parties under or relating to the terms and conditions of this Agreement shall be fully and completely adjudicated in any federal or state court located in the state of New York and Client completely and entirely waives any and all jurisdictional defenses it may have now or in the future to the jurisdictional reach of such courts.

18) BUSINESS INTEGRITY

The Company values innovation, unity and trust. We are passionate about our work and care about how we conduct ourselves with all individuals and corporations we interact with. Simply put, this is how we get things done. Our Company's reputation depends on our ability to achieve our core values and to conduct our business ethically. To be clear, we do not, and will not, compromise on compliance with the law or on our business-conduct standards. We simply will not tolerate unethical behavior.

As your professional services provider, we undertake to follow your business integrity rules. This being said, we also invite you to review our Code of Conduct and underlying policies. These guidelines are the Company's standard for maintaining a legally-compliant and ethical workplace. They are available through our website at: <http://www.wsp-pb.com/en/Who-we-are/Corporate-Governance/Corporate-Policies/Code-of-Conduct-and-Policies/>. If you have any questions about our guidelines, please contact one of the local representatives identified on our website.

For situations which pertain to irregularities inconsistent with our guidelines, please report to our independent whistleblowing provider, Expolink. This service is available 24 hours a day, 7 days a week. Information as to numbers and e-mail where to contact the service provider can be found at: <http://www.wsp-pb.com/en/Who-we-are/Corporate-Governance/whistleblowing-service/>. All calls and e-mails are confidential and you can remain anonymous, should you request.

19) ACCEPTANCE OF AGREEMENT

If upon submission of this Agreement to the Client, the Client fails to return a signed copy to the Company and knowingly allows the Company to proceed with the Services, such Services shall be deemed performed pursuant to the Agreement and these Terms and Conditions shall be binding the same as if the Agreement were fully executed.

By receipt and in the absence of a written declaration to the contrary, these initial "Standard Terms and Conditions" are accepted by the Client and deemed to constitute a contract between the Client and the Company for the delivery of the Services and shall be binding the same as if the Agreement were fully executed.



EXHIBIT A



2018 BILLING RATES FOR CONSULTING SERVICES

Senior Supervising Engineer/Hydrogeologist	\$205 - \$235/hour
Supervising Hydrogeologist	\$185 - \$192/hour
Lead Environmental Engineer/Hydrogeologist	\$132 - \$180/hour
Project Engineer/Hydrogeologist	\$112 - \$120/hour
Senior Environmental Engineer	\$154/hour
Assistant Project Hydrogeologist	\$95/hour
Environmental Engineer/Hydrogeologist	\$75 - \$96/hour
Draftsperson	\$95 - \$98/hour
Clerical	\$75/hour