

**USDA - Rural Development
Engineering Amendment Attachment
(EJCDC E-500, Exhibit K - 2008 Edition)**

Amendment No. 3

Applicant/Borrower: Town of Sterling - Water District #2

Engineer/Architect: Capital Consultants Inc., PC (C2AE)

	Original Agreement Amount	Previous Increase/ Decrease	Increase/ Decrease this Amendment	Revised Amount
Preliminary Eng. Services	\$22,000.00	\$0.00	\$0.00	\$22,000.00
Final Design	\$363,000.00	\$5,029.50		\$368,029.50
Design - New Well Development	\$0.00	\$35,193.38	\$17,692.50	\$52,885.88
Construction Administration	\$80,000.00	\$0.00	\$0.00	\$80,000.00
Resident Inspection	\$120,000.00	\$0.00	\$0.00	\$120,000.00
				\$0.00
Additional/Other Services (Specify):				
Survey/Mapping	\$65,000.00	\$0.00	\$0.00	\$65,000.00
				\$0.00
Additional Services	\$50,000.00	\$0.00	\$0.00	\$50,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Totals	\$700,000.00	\$40,222.88	\$17,692.50	\$757,915.38

USDA - Rural Development Concurrence

By: _____

Typed Name: John T. Helgren, PE

Title: State Engineer

Date: _____

This is EXHIBIT K, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated October 6, 2020.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3

The Effective Date of this Amendment is: April 18, 2022.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: Town of Sterling

Engineer: Capital Consultants Inc., PC, dba C2AE

Project: Water District #2

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

- *The Town of Sterling has advanced test well installation including hydrogeological investigations to locate and develop new well site based on original estimated time and materials quote, and efforts have identified potential new well water source.*
- *The Town would like to continue with development of identified groundwater source, including preparation of preliminary hydrogeologic report and large-diameter well development and testing plan not included under original scope of services or fees.*
- *Total additional Design Services – New Well Development = \$17,692.50*

Agreement Summary:

Original agreement amount:	\$ 700,000.00
Net change for prior amendments:	\$ 40,222.88
This amendment amount:	\$ 17,692.50
Adjusted Agreement amount:	\$ 757,915.38

Change in time for services (days or date, as applicable): 0

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

Town of Sterling

Capital Consultants Inc., PC, dba C2AE

By: _____

By:  _____

Print name: Scott Crawford

Print name: Ian F. Yerdon, PE

Title: Town Supervisor

Title: Project Manager

Date Signed: _____

Date Signed: March 29, 2022

CONSULTING AGREEMENT

The undersigned hereby authorizes HydroSource Associates, P.C. (HSA) to conduct the work described herein, and agrees to compensate HydroSource Associates, P.C. for such services in accordance with the following terms and conditions.

CLIENT INFORMATION

Name: C2AE Phone: 315-977-8239
Address: 301 Plainfield Road, Suite 270 email: tanner.dewolf@C2AE.com
Syracuse, New York 13212
Contact: Tanner DeWolfe

DESCRIPTION OF WORK TO BE PERFORMED: Preparation of Preliminary Hydrogeologic Report and Large-Diameter Well Development and Testing Plan, as described in HSA's proposal dated 3-15-2022.

BUDGET AND AGREEMENT TERMS: The total probable cost for this Agreement is \$16,850. This budget is a probable cost for all work described above. Invoices will be submitted periodically as work proceeds. If, as work proceeds, it is anticipated that this budget will be exceeded, HSA will notify Client's contact with a revised probable cost for Client's written approval.

HSA's payment terms are net 10 days. An interest charge of 1.5% per month (APR 18 percent) will be charged on all invoices outstanding more than 30 days unless a lower charge is required under applicable law, in which case the lower rate shall apply. HSA may cease its work under this Agreement until invoices outstanding more than 30 days are paid. In the event that HSA is required to make collection efforts or take legal action on seriously overdue payments, Client shall promptly reimburse HSA for administrative costs and collection costs, including reasonable attorneys' fees and expenses. HSA shall have the right to immediately terminate this Agreement without further liability if Client fails to make timely payment or otherwise materially breaches this Agreement.

This Agreement, the attached Standard Terms and Conditions, Appendix A (Scope of Services dated 2-18-22), and Fee Schedule constitute the entire agreement between HSA and Client. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of HSA and HSA's officers, directors, partners, employees, agents and subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of Agreement or warranty, express or implied, of HSA or HSA's officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by HSA under this Agreement. Under no circumstances shall HSA's aggregate liability exceed the amount of HSA's insurance coverage. This limitation of liability applies to all injuries, damages, claims, losses, expenses and defense costs, whether based on contract, negligence, strict liability, statutory, warranty, trespass, indemnity, misrepresentation or any other theory of liability, except intentional misconduct, collectively hereinafter "Claim." HSA will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages. HSA shall not be liable for any costs, losses, damages, or other liabilities arising from any acts or omissions of the Client, its agents, staff, or other consultants or contractors employed by the Client.

AUTHORIZED CLIENT SIGNATURE

HYDROSOURCE ASSOCIATES, P.C.
d/b/a HydroSource Associates Hydrogeologic Consultants, P.C.



3/15/2022

Signature

Date

Claude A. Cormier, President

Print Name and Title

Please return one signed original to HSA, 120 Daniel Webster Highway, Meredith, NH 03253

STANDARD TERMS AND CONDITIONS

(attached to HydroSource Associates, P.C.'s Agreement dated 3/15/2022 with C2EA [Client]) for Hydrogeologic Services for the Town of Sterling, New York

1. **Services.** HydroSource Associates, P.C. (HSA) will perform the services set forth in this Agreement, and any amendments or change orders signed by both parties. Any request or direction from the Client that would require extra work or additional time for performance or would result in an increase in HSA's costs, including unanticipated meetings, will be billed to the Client at HSA's standard rates or otherwise proposed rates in effect at the time the additional services are rendered.
2. **Standard of Care.** HSA will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. Client will notify HSA with reasonable specificity of any deficiencies in the services within 30 days of discovery but in no event later than 120 days after substantial completion of the services, and Client will give HSA a reasonable opportunity to inspect the property and to determine whether to correct any deficiencies in services or to provide Client with an explanation as to why HSA believes there has been no deficiency in services. Client agrees that HSA's professional duties are limited to the scope of work set forth in HSA's proposal, and that Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the Client is adequate and sufficient for the Client's intended purpose. Unless otherwise indicated in writing, HSA will be entitled to rely on documents and information Client provides and results of testing HSA or others may perform. Client agrees that HSA is allowed to rely on opinions it may form based on available documents, data and information and/or as a result of work that HSA may conduct according to regulatory standards in effect at the time the work is conducted. Client further acknowledges that natural, environmental, physical, geologic and geotechnical conditions can vary, that such conditions are subject to change, that such conditions and changes are often unforeseeable, and that the limitations of testing or available data may result in some level of risk and/or uncertainty with respect to the interpretation of these conditions, despite due professional care. HSA will not be held responsible for delays or failures to perform due to weather, labor disputes, natural disasters or other natural causes, politics or acts of God, force majeure, intervention by or inability to get approvals from public authorities, acts or omissions on Client's part or any other causes beyond HSA's reasonable control including, but not limited to potential changes in future productive capacity of wells or the quality of water they produce. Except as specifically set forth herein, HSA makes no warranties, either express or implied by HSA's proposals, oral or written communications, including emails and reports.
3. **Documents and Work Products.** All reports and other documents furnished to the Client pursuant to the Agreement and for which payment has been received shall be the property of the Client. All laboratory test data, field data, and notes, calculations, estimates, and other documents acquired or prepared by HSA during the course of the Work shall be and remain the sole property of HSA. All reports and other documents furnished by HSA as a courtesy to the Client or its agents, which have not been separately paid for (collectively, "Internal Reports"), shall be returned to HSA upon the earlier of completion of the Work or HSA's request. All reports and documents prepared by HSA are for use solely in connection with the Work and the Client hereby agrees that such reports and documents shall not be used by the Client or any contractor or subcontractor for any other purpose whatsoever. Any unauthorized or future use or distribution of HSA's work shall be at Client's and recipient's sole risk and without liability to HSA.
4. **Opinions of Cost.** If requested, HSA will use its best efforts and experience on similar projects to provide realistic opinions or estimates of costs as appropriate based on reasonably available information. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation. Client understands actual costs of such work can depend heavily

on regional economics, local construction practices, material availability, geologic and site conditions, weather, contractor skills, and other factors beyond HSA's control.

5. **Ownership of Wells.** Client at all times owns and assumes all responsibility, including proper use, management and abandonment, of any and all test, monitoring, production or other types of wells and/or piezometers. Client agrees to indemnify HSA, its successors and assignees, and hold each of them harmless from and against any and all claims, demands, losses, damages, liabilities, costs and expenses, including reasonable legal fees, arising out of or by reason of any contamination and/or degradation of the water quality of said test/monitoring/production wells that may result from Client's failure or negligence in adequately protecting same.

6. **Well Redevelopment/Rehabilitation.** Client assumes all risk and HSA will not be held liable for consequential damages or assume responsibility for any kind of damages to any well or appurtenances resulting from any redevelopment or rehabilitation process. HSA also does not guarantee any specific results, water quality, or production rate improvements from any well rehabilitation or redevelopment work.

7. **Right of Entry.** Client is responsible for securing any and all property rights and access to properties as may be needed for HSA to complete its work, and Client grants HSA and its subcontractors permission to enter said properties at all reasonable times and without unnecessary restriction to perform the services. If Client does not own said properties, Client represents and warrants that it has the legal right to allow HSA entry. Client further acknowledges that Client assumes full responsibility for ensuring there are no encumbrances on said properties that would prevent development of the properties for the intended use.

8. **Location Information.** HSA's services do not include costs associated with professional land surveying or accurate horizontal and vertical locations of features, surveys, tests, drilling or sampling locations. Client acknowledges that HSA's responsibilities do not include any work associated with wetlands, wetland delineation or wetland boundary identification relative to any well sites, or any activities related to wetlands permitting that may be required in relation to any groundwater source location and development efforts HSA may perform. Field test sites, survey, test boring and well locations, boundaries, cultural features and other features described in HSA documents, reports or shown on maps or sketches are based on information furnished by others or estimates made in the field by HSA personnel. Such dimensions, locations, depths, or elevations should be considered as approximations. Unless specifically stated otherwise, the services and unit fees included in this proposal do not include professional land surveying of the site or accurate horizontal and vertical locations of features, tests, or sampling locations.

9. **Termination and Work Stoppage.** This Agreement may be terminated by either party for any reason upon 10 days written notice. If Client requests, orders, or otherwise causes HSA to suspend, delay, or terminate its services, in whole or in part, Client agrees that HSA shall be paid for work performed on the Agreement up to the date of termination or suspension.

10. **Site Restoration.** HSA will use due care so as not to unreasonably cause impact to the site during its work. Although HSA will act to limit impacts to landscaping, paving, systems and structures at the site, Client acknowledges that due to the nature of the work, some impacts may occur even with the exercise of due care. Client understands that it shall be responsible for any and all site restoration efforts that may become necessary and the costs thereof.

11. **Underground Facilities.** Client is responsible for contacting local governmental authorities and private firms who coordinate underground utility information (e.g. DigSafe, DigSafely, PUPS, etc.). HSA may review plans and information they or Client provides. Client agrees that HSA is allowed to rely on such information and Client will not hold HSA liable for any damage to underground services or structures not accurately identified in such plans or information provided to HSA by such sources. Client agrees to indemnify and hold HSA, its directors, officers, employees, agents and subcontractors harmless from any claims, suits or losses, including related reasonable attorney's fees, arising out of such damage and its repair.

12. Lab Tests and Samples. HSA is entitled to rely on the results of laboratory tests using generally accepted methodologies, and will not be held responsible for any costs or liability associated with or resulting from independent laboratory errors. HSA, at its sole discretion, may retain or dispose of soil, water or other samples after submitting samples for independent testing and/or completing its own analyses. Other than samples collected during the course of HSA's work for analytical purposes, Client maintains ownership and responsibility for any water, soil or other materials generated during the completion of HSA's services including that which may be discharged during the drilling, installation, development, or pumping of wells.

13. Potential Source of Contaminants. Client acknowledges that any efforts HSA may propose or provide to identify potential sources of contamination may not be comprehensive, and do not represent any type of warranty or guarantee that a particular well site or water source will not be subject to potential future contamination.

14. Unknown, Undisclosed and Changed Conditions. The parties acknowledge that HSA's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, radioactive materials, or any type of hazardous substances or waste). If HSA or any other party encounters a Hazardous Environmental Condition, HSA may, at its option and without liability for consequential or any other damages, suspend performance of services affected thereby until Client: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the work site in question is in full compliance with applicable Laws and Regulations.

Client agrees to promptly advise HSA of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the site that presents a potential danger to human health, the environment, or HSA's or its subcontractors' equipment. By virtue of entering into this Agreement or providing services hereunder, HSA does not assume control of or responsibility as an operator or otherwise for the site or the person(s) in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees under advice of its counsel to notify the appropriate federal, state or local public agencies as required by law; or otherwise to disclose, in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment. In addition, Client waives any claims against HSA arising from HSA's discovery of unanticipated hazardous conditions or suspected hazardous materials.

In connection with toxic or hazardous substances or constituents and to the maximum extent permitted by law, client agrees to defend, hold harmless and indemnify HSA from and against any and all claims, liabilities, or judgments, except to the extent finally determined as being caused by HSA's negligence or willful misconduct, resulting from:

- (a) Client's violation of any federal, state, or local statute, regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents;
- (b) Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site;
- (c) Any third party suit or claim for damages against HSA alleging strict liability, personal injury (including death), or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during, or after completion of HSA's services under this Agreement.

The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions, artesian pressure, conditions or utilities on or in the job site(s) which were not brought to the attention of HSA prior to the date of the services performed will constitute a materially different site condition entitling HSA, at its option,

to alter or terminate this Agreement (and to receive payment for all work performed up to and including the date of such termination) or to receive an equitable adjustment in the Agreement price and time for performance. HSA, however, shall only have the right to terminate if such different site condition(s) creates additional health and safety risks or requires HSA to perform work outside the original scope or beyond its capabilities. In any event, HSA may terminate operations on a site which it believes presents an unreasonable health, environmental or safety risk.

In the event that undisclosed contaminants are encountered, HSA and/or its subcontractors will make a reasonable effort to clean its laboratory and field equipment which may become contaminated in the conduct of services. In the event such equipment cannot be completely decontaminated because of the type of hazards encountered, it may be necessary to properly dispose of the equipment in a manner that conforms to State and/or federal laws. Client agrees to pay the fair market value of any such equipment and reasonable disposal costs.

If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, HSA will promptly notify Client and, if mutually agreeable, the parties will negotiate appropriate changes to the scope of services, compensation and schedule. If the parties are unable to reach agreement, HSA will be entitled to immediately terminate its services and to be equitably compensated for services already performed. In the event of emergency, HSA may take immediate steps to protect public health, safety and the environment, and will be equitably compensated by Client therefor.

15. Limits on HSA's Responsibility. HSA shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of HSA. HSA will not be responsible for the acts or omissions of Client or any other contractors, agents, employees or others at the site, except for its own employees. HSA will not supervise, direct or have control over or the authority to stop any contractor's work, nor shall HSA's activities nor the presence of HSA or its employees be construed to imply that HSA has authority over or responsibility for any activities or failure of Client or any other contractor to comply with contracts, plans, specifications or laws. HSA neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work nor the quality thereof.

16. Confidentiality; Subpoenas. Information about this Agreement and HSA's services, and information Client provides to HSA regarding Client's business and the site, will be maintained in confidence and will not be disclosed to others without Client's consent, except as HSA reasonably believes is necessary (a) to perform its services, (b) to comply with professional standards to protect public health, safety and the environment, and (c) to comply with laws and court orders. HSA will make reasonable efforts to give Client prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties without a breach of duty will not be considered confidential. Should HSA be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing, trial, governmental inquiry or audit, in relation to services provided under this Agreement, then Client agrees to compensate HSA for the associated reasonable expenses and labor for HSA's preparations and testimony at appropriate unit rates.

17. New York State Environmental Facilities Corporation (NYS EFC), State Revolving Fund (SRF), Minority and Women-Owned Business Enterprises (MWBE), Disadvantaged Business Enterprises (DBE), and/or Service Disabled Veteran Owned Business (SDVOB) requirements. Client acknowledges that it may choose at its sole discretion to utilize NYS EFC and/or SRF financing for the project, and that these organizations have specific requirements that Client must meet in order to access funding. Client understands that HSA is not an MWBE, DBE or SDVOB, and that due to the specialized nature of the work involved, HSA may not be able to comply with all NYSEFC- and/or SRF-associated contracting requirements mainly because of the highly limited amount and nature of subcontracting opportunities available within HSA's proposed scope of work. Nonetheless, if Client notifies HSA that the work proposed under this Agreement will be funded through New York State EFC or the SRF program, HSA warrants that it will make good faith efforts to identify and subcontract MWBE, DBE and SDVOB firms where possible, assuming such firms are properly certified, appropriately qualified, and their costs

to perform requested services are competitive in comparison to other companies considered qualified to complete similar work. Any efforts to comply with and/or administer applicable contracting requirements are not included in HSA's proposed costs, and would be charged at additional time and expense. Client agrees to reimburse HSA for any and all time and expenses HSA may incur in relation to NYSEFC and/or SRF contracting activities, including waiver application efforts, regardless of whether a waiver is obtained or not, and/or efforts related to any audit required by any agent of the State of New York or NYSEFC, and that such charges are due and payable irrespective of whether they are reimbursable through NYSEFC and/or SRF financing. Client further agrees to pay HSA for any and all charges for work Client authorizes HSA to perform regardless of whether a waiver is granted.

18. Insurance. HSA currently maintains workers compensation, commercial general liability, automobile liability, and professional liability, insurance in the following minimum amounts:

- (a) Workers Compensation – each accident: \$100,000; disease, ea. employee: \$100,000; disease, policy limit: \$500,000
- (b) General Liability – \$1,000,000 per occurrence and \$2,000,000 aggregate
- (c) Automobile Liability – \$1,000,000 Bodily Injury & Property Damage; \$5,000 Medical Payments
- (d) Professional Liability – \$1,000,000 per occurrence and aggregate

HSA will furnish Client with certificates of such insurance on request. To the extent damages are covered by insurance, Client waives all rights of subrogation against HSA and its subcontractors, consultants, agents and employees for damages, except such rights as Client may have to the proceeds of such insurance. At the Client's request, HSA will purchase specific additional insurance provided it is commercially available and the Client pays the premium.

19. Limitation of Liability. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of HSA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "HSA") for all claims arising out of this Agreement or the services HSA provides is limited to the compensation received by HSA under this Agreement. Under no circumstances shall HSA's aggregate liability exceed the amount of HSA's insurance coverage. This limitation of liability applies to all injuries, damages, claims, losses, expenses, attorney's fees, mediation, arbitration and court costs, whether based on contract, negligence, strict liability, statutory, warranty, trespass, indemnity, misrepresentation or any other theory of liability, except intentional misconduct. Client hereby acknowledges its acceptance of all past work HSA may have performed on Client's behalf and waives its rights to any and all claims that are in any way associated with services HSA has performed under any prior agreement. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by HSA within one (1) year after HSA's substantial completion of work hereunder. HSA will not be liable for lost revenue or profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages. HSA shall not be liable for any costs, losses, damages, or other liabilities arising from any acts or omissions of the Client, its agents, staff, or other consultants or contractors employed by the Client. Notwithstanding anything to the contrary provided in this Agreement, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Agreement, that (a) there shall be absolutely no personal liability on the part of any director, officer, manager, member, employee, trustee, beneficiary or agent of HSA with respect to any of the terms, covenants and conditions of this Agreement, (b) Client waives all claims, demands and causes of action against HSA's directors, officers, managers, members, employees and agents in the event of any breach of any of the terms, covenants and conditions of this Agreement, and (c) Client shall look solely to the assets of HSA for the satisfaction of each and every remedy in the event of any breach of any of the terms, covenants and conditions of this Agreement, such exculpation of liability to be absolute and without any exception whatsoever.

20. **Indemnification.** Client agrees to hold harmless, indemnify, and defend HSA and its affiliates and subcontractors and their employees, and officers against all claims, suits, and fines, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which arise out of or are related to this Agreement or the services, except to the extent such claims, suits, or fines are a result of HSA's negligence or willful misconduct.

21. **Statute of Limitations.** All causes of action, including but not limited to actions for indemnification, arising out of HSA's work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run no later than the date of substantial completion of HSA's work or the date of HSA's final invoice for work undertaken specifically under this Agreement.

22. **Special, Incidental, Indirect, Consequential or Liquidated Damages.** To the fullest extent permitted by law, Client, on behalf of itself and its agents, employees, officers, and citizens, waives any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to work performed by HSA under this Agreement it or they may have against HSA and HSA's employees, officers, directors, agents, insurers, partners, and consultants. Client waives any right to any liquidated damages and no deduction shall be made from any invoice on account of liquidated damages.

23. **Miscellaneous.** The terms and conditions of this Agreement shall survive the completion of the services under this Agreement and the termination of the Agreement for any cause. Any amendment to this Agreement must be in writing signed by both parties. This Agreement and its Terms and Conditions supersede any other terms or conditions from any other document. Headings in these Terms and Conditions are for convenience only and do not form a part of the Agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties, and in no event shall HSA, its individual professionals, employees, agents, and subcontractors have any duty or obligation to any third party. The invalidity or unenforceability of any of the provisions of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. If any part or whole of any provision of this Agreement is found by an arbitrator or Court or such other competent authority to be void or unenforceable, that part or whole of the provision shall be deemed as deleted from this Agreement. Notwithstanding, the competent remainder thereof (if any) plus the remaining provisions of this Agreement shall continue to be in full force and effect.

IS
there
RISK to
TOWNA?

Appendix A



HydroSource Associates, P.C.
120 Daniel Webster Highway, Meredith, NH 03253
Phone: (603) 279-0301
www.teamhydrosorce.com

March 15, 2022

Mr. Tanner DeWolf, P.E.
C2AE
301 Plainfield Road, Ste. 270
Syracuse, New York 13212

Re: Town of Sterling, New York - Proposal to Prepare Preliminary Hydrogeologic Report and Large-Diameter Well Development and Testing Plan

Dear Mr. DeWolf,

Pursuant to your request, attached is a proposal to prepare a Preliminary Hydrogeologic Report and Large-Diameter Well Development and Testing Plan for a new proposed public drinking water supply well that is to be developed at the Town's wellfield in Sterling, New York. Our understanding is that this report/plan is to be submitted to the New York State Department of Health (NYSDOH) and New York State Department of Environmental Conservation (NYSDEC) for their review and concurrence prior to further work being undertaken by the Town to develop the proposed new well.

Thank you for the opportunity to offer our services, and we look forward to continuing our work with C2AE of this project. Please contact us if you or the Town of Sterling have any questions regarding this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Claude A. Cormier', written in a cursive style.

Claude A. Cormier
President

A3, A6, A7 A

**Preliminary Hydrogeologic Report
and
Large-Diameter Well Development and Testing Plan
Proposal
March 15, 2022**

Proposed Scope

A Preliminary Hydrogeologic Report and Large-Diameter Well Development and Testing Plan will be drafted for the proposed new supply well that is to be developed for the Town of Sterling, New York. The Plan will compile much of the information that has been obtained as a result of the well siting process, and the test well installation and preliminary yield testing efforts, and include proposed plans for proceeding with large diameter well installation, construction and testing. Its purpose will be to provide the hydrogeologic information the agencies typically require to make a preliminary assessment and determination as to the appropriateness of the site and local hydrogeologic conditions for development of a new public drinking water supply well source.

As discussed, and pursuant to your request, the report/plan is to include the following components:

- A discussion and description of the local hydrogeologic setting as it applies to the Town's objective of developing and permitting of the new well;
- Applicable lithology and construction information for the test well and the Town's existing supply wells;
- Results of the step test that was performed on the test well that was recently installed at the wellfield;
- Maps and figures (e.g., maps showing applicable site conditions, geology, topography, hydrography, local land use, property boundaries, setbacks, wetlands, floodplains, the distribution of surface water and groundwater level monitoring locations proposed for the pumping test that is to be performed on the new well, etc.) with pertinent features identified;
- A groundwater recharge and availability assessment that includes an estimate of the rate of recharge to the wellfield presumed to be available to support and sustain the cumulative extraction rate sought;
- Proposed preliminary large-diameter well design specifications and a schematic construction diagram for the new well;
- A summary of proposed plans and protocols for the constant rate pumping test designed to address New York State Department of Health (NYSDOH) and New York State Department of Environmental Conservation (NYSDEC) pumping test guidelines including how pumping interference between wells at the wellfield and potential offsite impacts will be assessed; and
- A description of sampling and water quality analyses that will be conducted on the new well that addresses NYSDOH Part 5 requirements.

no. 1
add. wells
S.W. → DEC →

The report/plan will include text, maps and figures addressing regulatory criteria and/or showing how the proposed groundwater source satisfies regulatory requirements, such as site conditions, land use, nearest sources of potential contamination, approximate anticipated pumping impact area, etc. The objective of the report/plan will be to document the test well installation and preliminary testing program and to provide NYSDEC and NYSDOH with the information they need to make a preliminary determination that a production well at the proposed site is likely to satisfy the State's requirements for approval of a public drinking water supply. After the regulatory agencies' review, HSA would follow-up as appropriate to address questions or comments they may have regarding the Town's proposed plans to develop a new groundwater source at the proposed location at the Town's wellfield. We assume a reasonably limited amount of follow-up correspondence will be necessary.

Probable Cost

\$16,850

Notes and Assumptions

All water level elevations reported by HSA will be estimated relative to ground surface based on topographic mapping. Likewise, all map locations shown or identified will be approximate. If required, surveys of precise elevations or locations relative to local established benchmarks or other features will be the responsibility of others. C2AE

* We assume that the Town will make whatever modifications are needed to Wells 1 and 2 to allow transducers to be used to measure and automatically record water levels, and to accurately record pumping start/stop times, pumping rates, and withdrawal volumes during the pumping test of the new well.

Note that our scope includes efforts to remotely identify existing wells that may be available for use as water level observation locations during the pumping test of the new large-diameter well (a field visit to physically assess wells that may be candidates for monitoring is not included in this scope). Our understanding is that proposed water level monitoring is to be limited to wells that are present at the Town's wellfield, and possibly a limited number of nearby private wells that are available and suitable for monitoring; and that installation of any new observation wells is not being proposed at this time. We also understand that HSA's efforts are to be limited to addressing the specific requests of C2AE, and not with the intent to be of use or benefit to any other party other than C2AE and the Town of Sterling.

We assume the Town understands that operation of the new well is likely to have some degree of pumping interference on the existing wells in the wellfield, and that the amount of interference is currently unknown.

NYSDEC typically wants to see evidence that recharge in the upgradient contributing watershed will be adequate to support the total proposed extraction rate, including both the proposed new withdrawal and any known preexisting withdrawals, like the permitted wells that already exist at the wellfield. We are assuming that NYSDEC will not require additional characterization of the watershed to demonstrate adequacy of recharge.

Our understanding is that the Town is working under the assumption that groundwater quality at the site where the proposed large-diameter well is to be installed is acceptable, and that the Town has chosen not to conduct preliminary water quality sampling and analyses of the test well prior to the installation and development of the large-diameter well.

HSA's proposed costs do not include any costs associated with well drilling or testing services solicitation or the services themselves, any efforts related to private well access or assessment for monitoring purposes, additional meetings or other efforts requested by regulators, the Town of Sterling, C2AE or others, or any engineering, design, construction or permitting activities beyond those described above. Any efforts related to these activities or others not included in HSA's proposed scope that HSA is requested to undertake would be charged at additional time-and-expense.

FEE SCHEDULE

As of February 01, 2022

LABOR

COST PER HOUR

Principal	\$185.00
Senior Scientist / Project Manager	\$160.00
Staff Scientist	\$135.00
Field Technician	\$125.00
Administrative Staff	\$105.00

EXPENSES

Mileage	\$0.695 per mile
Other	Direct cost plus 15%

All work associated with depositions, testimony and/or legal proceedings will be charged at 1.5X the rates listed above.

