

Professional Services Agreement

Agreement made the ____ day of _____, 20__
between

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

and

Village of Scotia
("Client")

for services related to the following Project:

FY 2025 CDBG Grant Administration Services
Scotia Village Hall Accessibility Improvements
4 North Ten Broeck Street
("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 January 2, 2025, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.

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

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

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

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

- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement;
- Cyber insurance with policy limits of not less than \$5,000,000 and excess Cyber insurance with policy limits of not less than \$5,000,000;
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate; and
- Pollution liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate. Pollution liability coverage is only provided for professional services.

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

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

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

LaBella Associates, D.P.C.

Client Name

By: _____

By: _____

Name _____

Name _____

Title _____

Title _____

Date: _____

Date _____

Exhibit A

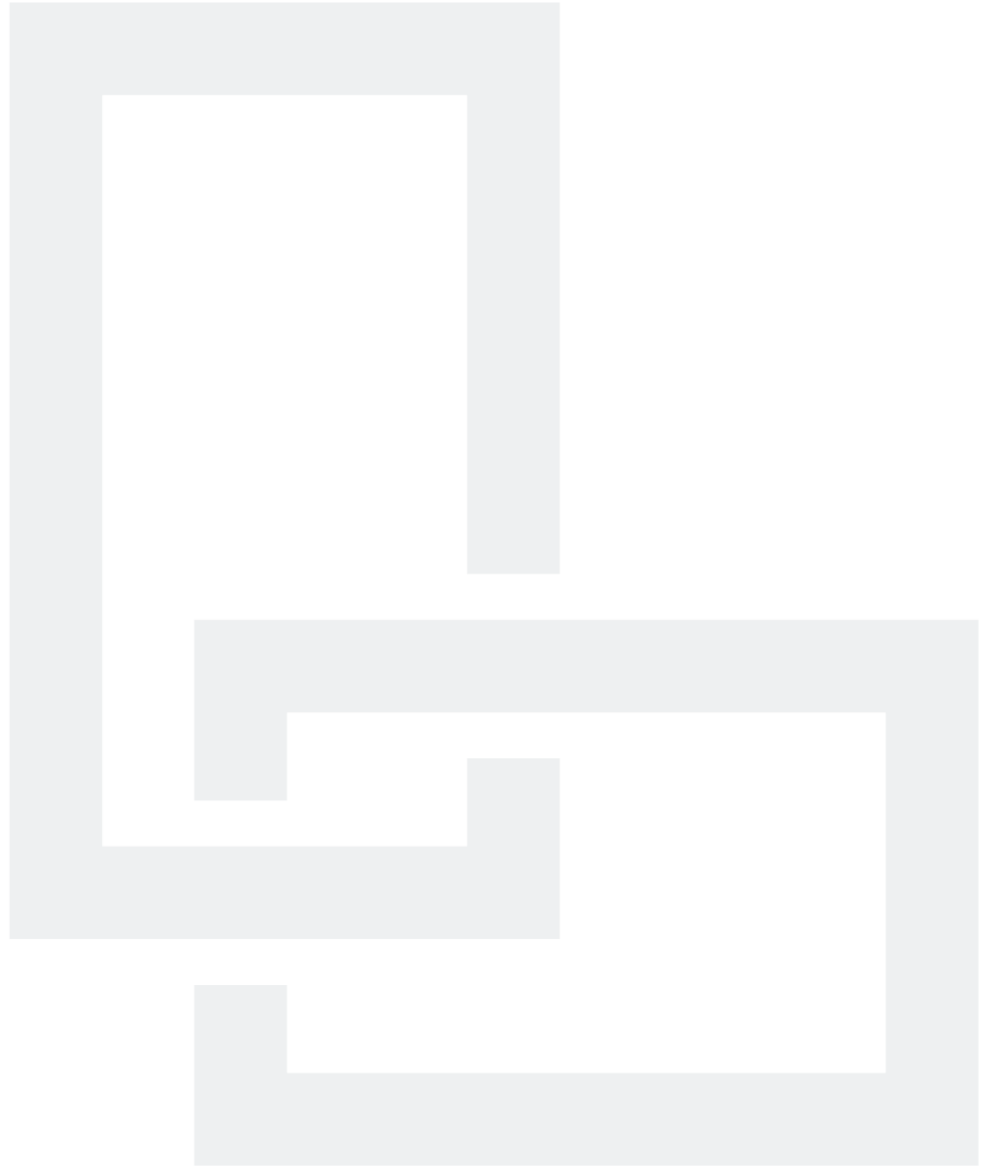
LaBella's Proposal

Prepared For:

Village of Scotia
4 N. Ten Broeck St.
Scotia, NY 12302

Submitted by:

LaBella Associates
20 Elm Street, Suite 110
Glens Falls, NY 12801



**FY 2025 CDBG Grant Administration Services:
Scotia Village Hall Accessibility Improvements**

1/2/2025

1/2/2025

David Bucciferro
Mayor
Village of scotia
4 N. Ten Broeck St.
Scotia, NY 12302

**Re: FY 2025 CDBG Grant Administration Services
Scotia Village Hall Accessibility Improvements**

Dear Mayor Bucciferro:

Thank you for the opportunity to provide grant administration and program implementation services for the Village's recently awarded CDBG Public Facilities Program grant to improve accessibility at the Village Hall. The grant award of \$1,000,000 will provide the funds necessary to make these important improvements.

LaBella Associates is a full-service planning, engineering, grant management, and land surveying firm capable of assisting the Village with all aspects of community development. LaBella has extensive experience in securing funds from state and federal sources for a wide range of community development projects and initiatives, and in assisting communities with the administration and implementation of these programs. LaBella also has been successful in implementing all of the programs funded through the Community Development Block Grant (CDBG) program.

Project Understanding

LaBella has reviewed the CDBG Grant Administration Manual and the grant application submission and understand the following:

- The Village is seeking grant administration and program delivery services for the successful implementation and grant close-out of the Village's public facilities grant award.
- The full award amount will be used for construction activities related to ADA accessibility improvements. Local funds will be used to pay for other project costs, including grant administration and program delivery services.

Scope of Services

We propose to work with Village officials to administer and implement the currently approved CDBG program so the project is implemented in compliance with CDBG regulations. We propose to provide the administrative and technical assistance services required to access the grant funds available through OCR. Grant management, grant utilization, and program coordination services from grant award through project completion will include, but is not limited to, the following:

Start-up

Initial coordination with Village Officials to meet the Office of Community Renewal (OCR) requirements immediately following grant award.

Village Responsibilities



- Identify, provide contact information for, and make available all project team members – Village staff, leadership, and any already engaged contractors.
- Sign and submit all grant agreement forms as directed by LaBella

Environmental Review Record

We will complete the required Environmental Review Record (ERR) and work with Village Officials to ensure the notice and publication requirements are met and that the Village obtains the release of funds. We will provide the Village with all required resolutions and notices for the ERR.

Village responsibilities

- Complete abatement work and provide documentation of completed abatement work
- Publish and post notices and publications per LaBella instruction
- Sign final ERR forms

Administration Plan/Program Manual

OCR recommends each grant recipient develop an administrative plan and a program manual. A program manual outlines procedures to guide the municipality and its staff and/or consultants through the CDBG process and to ensure compliance in the implementation of the project.

LaBella Associates will develop an Administrative Plan and Program Manual as recommended by OCR, which addresses the following:

- Administrative Structure
- Project Management
- Environmental Review
- Records Maintenance
- Procurement
- Labor Standards/Wage Rates
- Reports
- Coordination with Engineer
- Project Schedule
- Bidding Procedures
- Standard Contract Provisions
- Preconstruction Conference
- Labor Standards Compliance
- Inspections
- Financial Management
- Approving Expenditures
- Drawdown of Grant Funds
- Financial Records and Accounts
- Accounting Systems
- Insurance/Bonding
- Audit

Village Responsibilities

- Provide information and input on existing structures and systems
- Review draft administration plan and program manual for accuracy and practicability of implementation

Financial Management

LaBella will assist the Village in developing and maintaining the financial management system required to carry out the grant and the establishment of the project account.



Coordination with Village Consulting Engineer/Architect

LaBella Associates will work with Village Officials, H2B Architects, and Hueber-Breuer Construction Co. to ensure that applicable requirements of the block grant program are incorporated in the bidding and construction documents. LaBella will attend pre-construction meetings, define Federal and State requirements and define the contractor's responsibilities.

Village Responsibilities

- Identity project team and provide contact information for project team
- Attend meetings
- Perform follow-up tasks as assigned at the outcome of meetings

Grant Disbursement Request

LaBella Associates will review the contractor requests for payments as approved by the Village Engineer and will draft for the Village grant disbursement requests to be submitted by the Village to OCR.

Village Responsibilities

- Provide LaBella all payment documentation (invoices, bank canceled-checks, etc.) needed to support and substantiate project costs and reimbursement request figures.
- Review disbursement request for accuracy and completeness, ensuring all project costs are captured in requests.

Compliance with Applicable Federal and State Rules and Regulations

- Section 3 Compliance;
- Minority/Women Business Enterprises;
- Equal Employment Opportunity;
- Federal Labor Standards including Davis-Bacon Wage Rates;
- Historic Preservation;
- Floodplain Protection;
- Accessibility for the Handicapped;
- Fair Housing;
- Procurement;
- Steven's Amendment;
- Policies Prohibiting the Use of Excessive Force;
- Residential Anti-Displacement and Relocation Plan;
- Citizen Participation Activities;
- Community Development Plan and Related Activities; and
- Drug-free Work Place Policies.

Village Responsibilities

- Review draft forms
- Nominate staff or members of leadership to serve in roles required by Federal and State rules
- Provide all existing, related policies upon request for revision and further development for compliance with Federal and State requirements.



OCR Reporting

LaBella Associates will prepare all interim and final reports required by OCR. These reports consist of an annual performance report, project status reports, minority utilization, project monitoring meetings, and project close out forms and submissions to OCR.

Village Responsibilities

- Provide information and input on current project statuses where needed.
- Sign and date final versions of reports prior to submission

Grant Management and Oversight

The consultant's management responsibilities include facilitating steps or activities required to move the project forward in accordance with the schedule provided to OCR, including facilitating the resolution of unanticipated implementation issues or problems.

Village Responsibilities

- Communicate needs and issues in a timely manner for successful follow through.
- Provide relevant information and input as requested by LaBella.

Schedule

LaBella is available to begin services and start-up activities as soon as this agreement has been executed. LaBella is available to support the process for the duration of the 25-month CDBG contract term and will bring the project to successful completion by October 2026.

Professional Services Fees

LaBella Associates proposes to provide grant management and program delivery services as outlined above for a fixed fee. We propose a fee of \$50,000.00 for Program Administration Services and \$25,000.00 for Program Delivery Services, which is consistent with the approved grant award budget.

Agreement

Attached please find a copy of our Standard Professional Services Agreement. Receipt of an executed copy of this Agreement will be our authorization to schedule the performance of this work. This proposal is valid for 30 days from the date hereof.

Please note that while we have furnished what we believe is a comprehensive and complete scope of services, we are open to dialogue as to how we may modify our proposal to ensure that our services may better meet your needs, and/or how alternate approaches may be implemented.

Please feel free to contact me at 518-321-6042 or ngreenberger@labellapc.com if you have any questions. LaBella looks forward to working with you on this project.

Sincerely,





Norabelle Greenberger
Senior Planner

Attachments:
Standard Professional Services Agreement



Exhibit B

Terms and Conditions

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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