



CME
Associates, Inc.

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www.cmeassociates.com

September 12, 2025

CPL (Client)

100 South Clinton Avenue
Rochester, New York 14604
Phone: 585.402.7584

Attn: Ron Rink, P.E., Principal
Email: RRink@CPLteam.com

Re: Subsurface Exploration and Geotechnical Recommendation Services for the
7469 Hutton Road Settlement Review Project
Town of Oakfield, New York
CME Proposal/Agreement No.: 05.8172
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Gentlepeople:

CME Associates, Inc. (**CME**), a New York State Certified Woman-Owned Business Enterprise (WBE), is pleased to provide **CPL (Client)** with this Proposal for Subsurface Exploration and Geotechnical Recommendation Services for the 7469 Hutton Road Settlement Review Project, Town of Oakfield, New York. **CME's** relationship with **CPL** is expected to be in conformance with the attached "*Standard Terms and Conditions for Geotechnical Engineering Services Agreement*". Please carefully review these terms to establish your understanding of the services, your responsibilities, and the general conditions of our Agreement.

INTRODUCTION

CME understands that a portion of Hutton Road over an existing 24-inch HDPE pipe is experiencing settlement and a potential cause is desired to be determined. **CPL** is requesting that two (2) borings be advanced as part of the project. A **Soils Investigation Report** is also required.

We also understand that the site is accessible with a truck-mounted drill rig. The Owner will provide **CME** access to the work site and will be responsible for moving any obstructions, as needed. Excess soil cuttings, if any, will be left adjacent to borings and will not be moved elsewhere on-site or removed off-site by **CME**.

We also understand that this work is considered Public Work and the payment of prevailing wages to the **CME** Drill Crew is required.

SCOPE OF BASIC SERVICES

Part A Field Services

- Mobilize/Demobilize a truck-mounted drill rig and crew.
- Layout exploration locations, mark for UDIG NY and collect GPS coordinates.
- UDIG NY Notifications and response review.
- Advance two (2) soil borings to a depth of 20 feet utilizing Hollow Stem Auger (HSA) drilling methods with continuous sampling up to 10 feet, and at standard sampling thereafter. Standard Penetration Testing will be performed in general conformance with ASTM D1586, "*Standard Test Method for Penetration Test and Split Barrel Sampling of Soils*".

A New York State Certified Woman-Owned Business Enterprise (WBE)

- The borings will be backfilled with auger cuttings.
- WZTC provided by others.

Part B – Professional Services

CME has budgeted for a reasonable amount of laboratory testing. If additional laboratory testing is required, CME will contact CPL for authorization.

Based on the data obtained from the field and laboratory program, CME will prepare a **Soils Investigation Report**, which includes the following;

1. A plot showing the location of the test borings.
2. The Boring Logs providing a record of the soil samples and soil profile. Also provide a narrative summary of the subsurface conditions encountered.
3. The elevation of groundwater, if encountered.
4. Comment on whether CME identified potential subsurface conditions in the borings that may have contributed to the settlement.
5. If poor subsurface conditions are identified, recommend a procedure to remediate or improve said conditions.

CME will provide one (1) pdf copy of the report via email to up to four (4) designated representatives. If a hard copy report is desired, please let CME know and we can provide a hard copy. The report will be signed by two geotechnical engineers, with at least one being an engineer licensed in New York State. The report will also include CME's General Information and Key to Test Boring Logs and CME's Laboratory Test Summary.

SERVICE FEES & ESTIMATE

CME has calculated the Current Cost based on the Scope of Basic Services described herein. Final billing will be made using the actual quantities used, multiplied by the applicable Unit Fee, and summing the totals. The actual quantities of each item may vary from those given depending on several factors beyond CME or CPL's control. If during execution of the work, CME anticipates changes which would exceed the Current Cost, CME will estimate the additional service and contemporaneously seek CPL's authorization of the changes. The costs in this proposal are valid for 60 days.

Part A – Field Services

<u>Service Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Fee</u>	<u>Estimated Cost</u>
Mobilization/Demobilization of a Drill Rig & Crew	1	Job	\$900.00	\$900.00*
UDIG NY Notifications and Response Review	1	Each	\$150.00	\$150.00
Layout, Mark for UDIG NY and GPS Coordinates	1	Job	\$600.00	\$600.00
HSA Boring w/Sampling (0 to 50 ft. depth).....	40	Lf.	\$60.00	\$2,400.00
Senior Project Manager/Professional Geologist.....	1	Hours	\$150.00	\$150.00
Project Manager/Professional Geologist	6	Hours	\$110.00	\$660.00
Administrative Fee		5% of Total Invoice		\$243.00
Estimated Current Cost for Part A				\$5,103.00

Part B – Professional Services

<u>Service Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Fee</u>	<u>Estimated Cost</u>
Soils Investigation Report	1	Report	\$4,500.00	\$4,500.00
Senior Geotechnical Engineer for Peer Review of Report	2	Hour	\$250.00	\$500.00
Geotechnical Representative, EIT or PhD.....	10	Hour	\$100.00	\$1,000.00



Laboratory Technician.....	6	Hour	\$70.00	\$420.00
Administrative Fee		5% of Total Invoice		\$321.00
Estimated Current Cost for Part B.....				\$6,741.00

Estimated Cost for Parts A and B..... \$11,844.00

Notes:

1. * The noted services are subject to a Fuel Surcharge that would be applied as an additional cost.
2. If sales tax applies to any portion of this work, it will be applied on our invoice to you.
3. This proposal presumes that no environmentally impacted soil will be encountered.

PROJECT SCHEDULE

Based on CME's careful consideration of our current workload and backlog, which changes daily, and in light of the anticipated service scope given herein, CME is pleased to offer the following good faith estimate of project schedule, subject to the conditions noted.

Task or Milestone	~ Business Days for Respective Tasks
Field Mobilization	50 - 60 days
All Field Work (layout, drilling, etc.)	1 day
Deliverables From Completion of Field Work	20 days

This schedule estimate is conditioned on receipt of NTP* (Notice to Proceed) not later than seven (7) business days after date of this proposal and the prosecution of the work by CME during normal (regular) business hours. NTP is the business day (date) on which CME received an executed written agreement and Client Furnished Information (reference Standard Terms and Articles 2.1, 2.4, 2.5 and 2.6), whichever is later, in our office. NTPs received off-hours or on weekends or holidays will rollover to the next regular business day.

A negotiable premium of up to fifty percent (50%) is applied to all expedited service. Expedited service is defined as work completed, at CPL's request, more quickly than that given above and includes schedule compression, fast-track and emergency services, in addition to, work conducted on overtime or outside daylight hours as needed to meet CPL's requested schedule. The premium may increase to one hundred percent (100%) for all services conducted on Sundays and Holidays.

Anticipated services include the basic service scope given in this proposal. Additional services include unanticipated conditions, unfavorable subsurface conditions and/or expedited services. Additional service requests are subject to negotiation of fees and schedule at the time such services are requested. CME will send written confirmation of oral instructions and authorizations received from CPL regarding all schedule and fee negotiation, within two (2) business days. Rutting of site soil may occur during the field work. CME is not responsible for fixing the rutted soil. This will be the Client or Owner's responsibility.

By advancing explorations, CME is creating holes in the ground, such that we can sample soils at the request of Client. Upon completion of advancing the explorations, CME will backfill the explorations with existing soil, and if the explorations are in pavement, CME will patch at grade surface with asphalt or non-shrink grout. It is possible for these exploration areas to settle over time. It is critical that CME's Client or the project owner monitor these areas for settlement at grade and backfill them accordingly. This is the Client's or Project Owner's responsibility. CME assumes no liability for settlement.



AGREEMENT ACCEPTANCE AND EXECUTION

If CPL desires to engage CME for the services described in the attached Terms and Conditions and this Proposal, please execute the below, and return it to us. This Agreement shall mean the attached Terms and Conditions, this Proposal and any exhibits noted, each of which is incorporated herein. By execution hereof, CME and CPL warrant that he/she has full authority to act for, in the name, and on behalf of, CME and CPL. CME will be happy to commence with services when the required forms are completed and returned to our office.

Respectfully submitted,
CME Associates, Inc.

CPL (Client)

Mark Schumacher, P.G.

Mark J. Schumacher, P.G.
Drilling Division Manager

Date Signed (Agreement Date)

Client Signature Designates Agreement

MS.cg

Printed Name and Title

Attachments: *Terms and Conditions for Geotechnical Engineering Services Agreement* (3 pages)
CME WBE Certificate (1 page)

TERMS AND CONDITIONS FOR GEOTECHNICAL ENGINEERING SERVICES AGREEMENT

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1.0 SERVICES

1.1 CME Associates, Inc. (hereinafter called "CME") will provide services to Client in accordance with these Terms and Conditions, the attached CME Proposal and any exhibits noted in said Proposal, for the Project Site which is the subject of this Agreement. Services may include, but shall not be limited to, geotechnical engineering services, exploratory drilling, sampling, testing, and construction observation or inspection services.

1.2 CME will prepare and submit reports of services performed. Both parties shall consider reports to be confidential instruments of service and the property of CME. CME will distribute reports only to those persons specifically designated by the Client in writing. CME may provide reports in an electronic format; however, the paper original prepared by CME shall remain the final product of CME's services. CME will retain pertinent records relating to service reports for a period of three years following submission of the report.

1.3 CME will endeavor to reduce alteration and damage to the project site as a result of the exploration, sampling and testing services but CME makes no guarantee to restore the site to its previous condition.

1.4 CME will carefully layout the tests and explorations in the field using Client furnished information and will contact UFPO-Dig Safely New York, wait the required time, confirm utility response, respect field marks, and conduct exploration or digging with care. Upon proper notice and authorization, and at Client's expense, CME will arrange for locating and clearing field test and exploration locations of privately-owned utilities and obscure and man-made objects which do not fall under the jurisdiction of the Public Utility Companies and will not be marked by UFPO-Dig Safely New York.

2.0 CLIENT'S RESPONSIBILITIES

2.1 Client will furnish right of entry of the employees, agents and subcontractors of CME and all CME equipment needed to perform the services on the project. While CME will endeavor to reduce alteration and damage to the project site as a result of intrusive exploration methods, the Client understands and agrees that in the normal course of the services, some damage will occur, the correction of which is not part of this agreement.

2.2 Client will disclose the identity, presence and location of all privately owned, hidden or obscure utilities and man-made objects known to Client relative to the field test and project exploration locations. Client agrees to hold CME harmless and pay for any damages to privately owned, hidden or obscure utilities and man-made objects which were not disclosed or accurately shown on Client furnished documents, or disclosed and marked accurately by Client or by UFPO-Dig Safely New York.

2.3 Client will provide to CME full information regarding the improvements and structures to be constructed on the project site or area, including locations and elevations, magnitudes and configuration of loads, permissible settlements, planned cuts and fills, proximity to adjacent structures, design loadings for pavement areas and roadways, and such other information ordinarily and customarily provided, so that CME can complete the contracted service scope. If a change, addition or deletion to said planned improvements, structures or scope is made after CME has commenced services, Client shall consider it a changed condition and understands that Additional Services Fees may apply.

2.4 Client will designate the firm and/or person to act as the Client's Representative with respect to CME's services. Client's Representative shall have complete authority to schedule services, transmit instructions, receive information and data, interpret and define the Client's policies and decisions with respect to the Project; to take action to prevent irrevocable entry of those materials in noncompliance until the issue at question can be resolved; to bind Client with respect to decisions made in connection herewith; to contemporaneously orally authorize CME's Additional Services; and to order, at the Client's expense, CME's services.

3.0 GENERAL CONDITIONS

3.1 **STANDARD OF CARE**-CME will endeavor to conduct the services identified herein in a manner consistent with that level of care and skill ordinarily exercised by member of the geotechnical engineering profession currently practicing in the same locality and under similar conditions as this project. No warranty, either express or implied, is made or intended by CME's proposal, contract, and written and oral reports, all of which warranties are hereby expressly disclaimed. CME shall not be responsible for the acts or omissions of Client, its contractors, agents and consultants. CME may rely upon information supplied by Client, its contractors, agents and consultants, or information available from generally accepted reputable sources, without independent verification, and CME assumes no responsibility for the accuracy thereof.

3.1.1 In accepting CME's reports of observations and tests, and CME's opinions expressed thereon, performed pursuant to this agreement, the Client agrees that the extent of CME's obligation with respect thereto is limited to the furnishing of such data and opinions. The Client recognizes that subsurface conditions may vary from those encountered at the locations where sampling, testing, borings, surveys, or explorations were made by CME and that the data, interpretations and opinions of CME are based solely on the information available to CME. CME will be responsible for those data, its interpretations and its opinions, but shall not be responsible for the interpretation or use by others of the information developed by CME. Client agrees to indemnify and hold CME harmless from and against all claims, losses and expenses arising from the interpretation or use by others of the data, interpretations and opinions provided by CME.

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3.2 INSURANCE-CME shall secure and maintain, throughout the full period of this Agreement; insurance required by statute to protect it from claims under applicable Workers' Compensation Acts and such other coverage as CME deems necessary to protect it from claims for bodily injury, death or property damage as may arise from the performance of services under this Agreement. CME will, upon request, file certification of such insurance coverage with Client, prior to the commencement of services hereunder. CME's proposal and fees are based on CME's insurance coverage, limits and endorsements in existence as of the date of the Proposal. Client agrees that the cost of any additional insurance coverage, limits and endorsements required by Client for the Project will be paid for by Client.

3.3 LIMITATION OF LIABILITY-CME and Client mutually agree that the services to be provided pursuant to this Agreement involve risks of economic liability which cannot be adequately compensated for by the payments Client will make under this Agreement. Client further acknowledges that CME is not an insurer and CME's fees for its services to be provided hereunder are based solely upon the value of services provided, as determined by CME in its sole discretion. Therefore, to the fullest extent permitted by law, the total cumulative liability of CME, its agents, employees and subcontractors to Client, its agents, employees, suppliers, subcontractors or any third-party claim by, through or under Client, whether in contract, tort, including but not limited to negligence, strict liability or common law, arising out of, connected with, or resulting from the services provided by CME pursuant to this Agreement shall not exceed the total fees paid by Client hereunder as of the date of such claim or Fifty Thousand and 00/100 Dollars (\$50,000), whichever is more. CME's consideration to Client for this limit of liability is specially reflected in CME's fees for services under this Agreement as such fees are less than CME would otherwise charge for similar services under an agreement without a limitation of liability. Notwithstanding the foregoing, at an additional cost defined in Exhibit "1" attached hereto, Client may, prior to CME's commencement of services under this Agreement, obtain protection for full liability arising out of any breach of contract or negligent acts or omissions by CME. For purposes of this Agreement, the phrase "full liability" shall mean either (i) an increase in the dollar amount set forth above to an amount in excess of Fifty Thousand and 00/100 Dollars, or (ii) a removal of the dollar amount(s) set forth above. The parties agree and acknowledge that the additional cost is compensation for CME increasing CME's limit of liability. The additional cost is not an insurance cost. Client is cautioned that if Client chooses not to increase CME's liability exposure hereunder, this is a limited liability Agreement limiting the liability of CME to the fullest extent permitted by law; therefore, Client is advised to carefully review Client's risks of liability related hereto and address such risks through Client's own insurance programs or through other means, as determined by Client. Client expressly consents to the limitation of liability set forth herein.

3.4 INDEMNITY-Client shall, to the fullest extent permitted by law, indemnify and hold CME, its officers, directors, shareholders, agents, employees, and representatives harmless from any and all liability costs, damages, attorney's fees and expenses from any claims or causes of action of whatever nature arising from Client's work in connection with the Project, including, without limitation, all claims relating to Client's contractors, subcontractors, suppliers, employees or other agents, or by reason of any claim or dispute by any person or entity for damages from any cause directly or indirectly relating to any action or failure to act by Client, its contractors, subcontractors, suppliers, employees or other agents.

3.5 PAYMENT-Client will pay CME for services and expenses in accordance with the attached Proposal. CME's invoice will be presented at the completion of its work and/or monthly, as agreed upon by the parties, and will be paid within thirty (30) days of receipt by Client or Client's Representative. If written inquiry is not received within ten (10) days of invoice Date, the invoice is deemed to be correct, and if payment in full is not received within the time period set forth above, a finance charge of one and one-half (1.5) percent per month will be applied to the outstanding balance. Client shall pay all expenses incurred by CME for lien or collecting any delinquent amount, including, without limitation, attorney and filing fees and expenses. Client agrees that CME's right to payment shall not be conditioned upon payment by a third party.

3.6 CONSTRUCTION PHASE-CME may, but shall be under no obligation to, provide continuous testing, observation or inspection of the progress and quality of the work of the Contractor on the Project Site. As used herein, "testing" is defined as: the measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials as deemed necessary by CME in its sole discretion. As used herein, "Inspection", or "Observation" are defined as: the visual determination of conformance with specific or on the basis of CME's judgment, general requirements. Client understands and agrees that CME shall not supervise, direct, or have control over Contractor's Work nor shall CME have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety precautions and programs incident to the Work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Construction Contract Documents. As used herein, "Contractor" is defined as: The contractor or contractors, including its/their subcontractors of every tier, retained to perform construction Work on the Project Site for which CME is providing services under this Agreement. As used herein, "Work" is defined as: the labor, materials, equipment and services of the Contractor provided pursuant to the Construction Contract Documents. CME is not authorized to supervise, alter, relax, enlarge or release any requirement of the Project plans and specifications or other Construction Contract Documents, nor to approve nor accept any portion of the Work, unless specifically authorized in writing by Client. CME shall not have the right of rejection or the right to stop the Work. CME, by the performance of services covered herein, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to the Project which, by custom or contract, are vested in the Owner, Construction Manager, Contractor, Registered Design Professionals, Code Enforcement Officials and State or Federal Officials.

TERMS AND CONDITIONS FOR GEOTECHNICAL ENGINEERING SERVICES AGREEMENT

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3.7 HAZARDOUS ENVIRONMENTAL CONDITIONS-Client shall advise CME of any hazardous environmental conditions and wastes at or near the site at which CME is to perform services. If CME discovers hazardous environmental conditions or wastes after CME commences services, or if CME discovers the nature or extent of hazardous environmental conditions or wastes differs materially from what Client advised CME, both Parties agree that CME's scope of services, schedule and compensation fee shall be adjusted as needed to complete the work without injury or damage, and that all notifications required by law shall be made.

3.8 SAMPLES-Samples collected or tested by CME remain the property of the Client while in the custody of CME. CME will dispose of all unconsumed samples thirty (30) days after submission of test report to Client, in a manner deemed appropriate by CME. Samples consumed in the testing process will be discarded immediately after test completion. CME will return hazardous, acutely toxic, or radioactive samples and sample containers and residues to Client. Client agrees to accept such samples and sample containers.

3.9 DISPUTE RESOLUTION-Client and CME agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement to mediation in Onondaga County, New York, in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective in such jurisdiction as of the date of this Agreement.

3.10 SAFETY-With respect to project site safety, CME shall be responsible solely for the on-site activities of its employees, and this responsibility shall not be construed by any party to relieve the project site's Owner or Client or Contractor from its obligation to provide and maintain a safe project site.

3.11 ADDITIONAL OR INCONSISTENT TERMS-Terms and conditions set forth in any document provided by the Client or Client's designee subsequent to CME's commencement of services which are not noted in CME's Proposal, and which differ from, conflict with, or are not included in this Agreement, shall not become a part of this Agreement unless such terms and conditions are specifically accepted by CME in writing. The ordering of the services from CME shall constitute acceptance of the terms of CME's Proposal and these Terms and Conditions.

3.12 LAW TO APPLY-The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding any conflicts of law principles thereof.

3.13 SEVERABILITY, NO WAIVER AND SURVIVAL-In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, the remaining terms will be in full effect, and this Agreement will be construed as if the invalid or unenforceable matters were never included. No waiver of any default will be a waiver of any future default. Limitations of liability, indemnities and hold harmless provisions shall survive termination of this Agreement for any cause.

3.14 MUTUAL DISCLAIMER OF CONSEQUENTIAL DAMAGES-In no event shall CME or Client be liable to the other for any special, indirect, incidental, punitive, or consequential loss or damages, including delays, lost profits and loss of use.

3.15 TERMINATION-Client may terminate this Agreement with seven days' prior written notice to CME for convenience or cause. CME may terminate this Agreement for cause with seven days' prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CME has been paid in full all amounts due for services, expenses, and other related charges. Client shall reimburse CME for any costs incurred as a result of such suspension of services hereunder.

3.16 FORCE MAJEURE-Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

3.17 CAPTIONS AND HEADINGS-The captions and headings throughout these terms are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision or scope or intent of this Agreement.

3.18 ENTIRE AGREEMENT-This Agreement shall mean this document as well as CME's Proposal and exhibits, each of which is incorporated herein. This Agreement represents the entire understanding and agreement between the parties hereto relating to the services and supersedes any and all prior negotiations discussions and agreements whether written or oral between the parties regarding same.



NEW YORK STATE **MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")** **CERTIFICATION**

Empire State Development's Division of Minority and Women's Business Development grants a
Women Business Enterprise (WBE)

pursuant to New York State Executive Law, Article 15-A to:

CME Associates, Inc.

Certification Awarded on: March 3, 2025

Expiration Date: March 3, 2030

File ID#: 58804



**Division of Minority
and Women's
Business Development**

A Division of Empire State Development