



Silos at Elk Street
50 Elk St., Suite 200
Buffalo, New York 14210

Buckingham Commons
85 Allen St., Suite 310
Rochester, New York 14608

April 1, 2026

RE: Sweet Home CSD 2025 CIP – Phase 1, Geotechnical Proposal Tabulation

<u>Proposals</u>	Total
Terracon	\$29,825.00
ESC New Yor Engineering, PLLC	\$31,955.00
CME Associates, Inc. & CEG Engineering Group, D.P.C.	\$43,165.00
Atlantic Testing Laboratories	\$41,755.00

At this time, we would recommend going with the lowest proposal from Terracon for Geotechnical.

Sincerely,

Sean McKenzie
Project Manager



70 Vantage Point Drive, Suite 1
Rochester, NY 14624
P (585) 247-3471
Terracon.com

March 13, 2026

Sweet Home Central School District
1901 Sweet Home Road; Amherst, NY; 14228

c/o:Appel Osborne

Attn: Mr. Tim Lobszowski
P: (315) 476-1022
E: tlobczowski@appelosborne.com

RE: Proposal for Geotechnical Engineering Services
Sweet Home CSD 2025 CIP
236 East Maplemere Road
Amherst, New York
Terracon Proposal No. PJA265022

Dear Mr. Lobszowski:

We appreciate the opportunity to submit this proposal to Sweet Home Central School District (Sweet Home CSD) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data

Our base fee to perform the Scope of Services described in this proposal is \$29,825 **(including private utility clearance fees)**. Exhibit C includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,

Terracon Consultants-NY, Inc.

A handwritten signature in black ink, appearing to read "Blake J. Pilarski".

Blake J. Pilarski, E.I.T.
Senior Staff Engineer

A handwritten signature in black ink, appearing to read "Michele A. Fiorillo".

Michele A. Fiorillo, P.E.
Geotechnical Department Manager

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Sweet Home Central School District ("Client") and Terracon Consultants - NY, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Sweet Home CSD 2025 CIP project ("Project"), as described in Consultant's Proposal dated 03/13/2026 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants - NY, Inc.**

By: Michele A Fiorillo Date: **3/13/2026**

Name/Title: **Michele A. Fiorillo / Department Manager II**

Address: **2410 Walden Ave Ste 100**
Cheektowaga, NY 14225-4745

Phone: **(716) 398-7040** Fax: _____

Email: **Michele.Fiorillo@terracon.com**

Client: **Sweet Home Central School District**

By: _____ Date: _____

Name/Title: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Proposal for Geotechnical Engineering Services

Sweet Home CSD 2025 CIP | Amherst, New York

March 13, 2026 | Terracon Proposal No. PJA265022

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Sweet Home CSD and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request Sweet Home CSD and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	An email request for proposal was provided by Tim Lobszowski with Appel Osborne on March 4, 2026. The request included a request for geotechnical services with an overview of the scope of work and maps of the request test locations.
Project Description	The project includes subsurface investigation services associated with the existing northern parking lot and the eastern side of the building at Maplemere Elementary School, including support for a potential building addition. Artificial and natural improvements are planned for the existing athletic fields located at the southeast corner of the Sweet Home High School property.
Proposed Structure	Structures associated with the project include a proposed one-story addition at Maplemere Elementary school.
Building Construction	Not provided; we anticipate that addition will be constructed using concrete tilt-up panels and slab-on-grade construction techniques.
Finished Floor Elevation	Not provided; boring depths have assumed that finished floor is not more than ± 2 feet below existing grade.
Maximum Loads	<p>Anticipated structural loads were not provided. In the absence of information provided by the design team, we will use the following loads in estimating settlement based on our experience with similar projects.</p> <ul style="list-style-type: none"> Columns: X,XXX kips Walls: XX kips per linear foot (klf) <p>Slabs: XXX pounds per square foot (psf)</p>

Proposal for Geotechnical Engineering Services

Sweet Home CSD 2025 CIP | Amherst, New York

March 13, 2026 | Terracon Proposal No. PJA265022

Item	Description
Grading/Slopes	The finished grades are assumed to be within 2 to 3 feet of the existing grades.
Below-Grade Structures	Not anticipated.
Free-Standing Retaining Walls	Not anticipated.
Building Code	2020 Building Code of New York State based on the 2018 IBC. 2020 NYS Uniform Fire Prevention and Building Code
Pavements	It is anticipated that recommendations for both rigid (concrete) and flexible (asphalt) pavement sections will be required. Please provide traffic volume (estimated ESAL) for the parking and drive areas for rigid and flexible pavement sections, if available. The pavement design period is 20 years.
Pavements	It is anticipated that recommendations for both rigid (concrete) and flexible (asphalt) pavement sections will be required. Please provide traffic volume (estimated ESAL) for the parking and drive areas for rigid and flexible pavement sections, if available. The pavement design period is 20 years.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at 236 East Maplemere Road in Amherst, New York (Maplemere Elementary School) and 1901 Sweet Home Road in Buffalo, New York (Sweet Home High School) (See Exhibit D)
Existing Improvements	Existing athletic fields, parking areas, and driveways.
Current Ground Cover	Grass areas, some trees, infield mix, asphalt pavement
Existing Topography	Relatively flat.
Site Access	We expect the site, and all exploration locations, are accessible with our track-mounted drilling equipment and support vehicles. It is anticipated that matting will not be required. If

Proposal for Geotechnical Engineering Services

Sweet Home CSD 2025 CIP | Amherst, New York

March 13, 2026 | Terracon Proposal No. PJA265022

Item	Description
	matting is required, a rate is supplied in the additional services portion of the compensation table.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development and review of geologic maps indicates subsurface conditions consist of lacustrine silt and clay or glacial till of variable texture overlying shale or dolostone of the Camillus, Syracuse and Vernon formations.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Sweet Home CSD requested the following boring locations and depths:

Number of Exploration	Planned Depth (feet) ¹	Planned Location ²
4 Borings	25	Maplemere Elementary School
3 Topsoil Analysis	1	
1 Infiltration Tests ³	5	
1 Boring	10	
3 Asphalt Cores	4	
3 Borings	25	Sweet Home High School
1 Deep Boring	50	
2 Asphalt Cores	4	
2 Infiltration Tests ³	5	
7 Borings	10	

Proposal for Geotechnical Engineering Services

Sweet Home CSD 2025 CIP | Amherst, New York

March 13, 2026 | Terracon Proposal No. PJA265022

Number of Exploration	Planned Depth (feet) ¹	Planned Location ²
<ol style="list-style-type: none">1. Borings would be terminated at shallower depths if refusal is encountered. Rock coring may be performed at selected locations.2. The planned boring locations are shown on the attached Anticipated Exploration Plan.3. A 4-inch PVC pipe will be installed at a depth of 5 feet at each of these proposed locations for infiltration testing.		

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-10 feet. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

Subsurface Exploration Procedures: Pavement cores will be performed by utilizing a 4 in. diameter diamond-impregnated core barrel. We will advance borings with a track-mounted drill rig using continuous flight hollow stem augers and/or rotary wash boring techniques. Five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Field Infiltration Testing: Field infiltration testing was requested for the planned Stormwater Management Areas, with test locations and depths identified by the client. Testing will be conducted in accordance with the NYSDEC Stormwater Management Design Manual, Appendix D. If bedrock and/or groundwater is encountered at or above the specified test depth, Terracon will contact the client for direction, as infiltration testing requires the PVC infiltration pipe to be installed above the groundwater table.

The infiltration testing procedure will be as follows:

Proposal for Geotechnical Engineering Services

Sweet Home CSD 2025 CIP | Amherst, New York

March 13, 2026 | Terracon Proposal No. PJA265022

- Upon reaching the planned depth, a solid, 4-inch diameter PVC pipe (casing) will be firmly seated into the bottom of the borehole.
- All loose material will be removed from the casing and a 2-inch layer of fine gravel will be placed to protect the bottom from scouring and sediment
- The pipe will be filled with 24-inch of clean water above the bottom of the borehole and allowed to pre-soak for 24 hours to simulate saturated conditions.
- After 24 hours, clean water will be added to the casing, as necessary, to bring the water level 24 inches above the bottom of the borehole and the drop in the water level will be monitored and measured after 1 hour.
- The monitoring process will be repeated a total of four times at the test location. Upon completion of the field testing, the casing will be removed or abandoned below grade, and the borehole will be backfilled with soil cuttings.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping.

We will backfill borings with auger cuttings upon completion. Pavements will be patched with cold-mix asphalt and/or ready-mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Sample Storage or Shipment: Soil samples collected during our exploration will be stored in our laboratory for a maximum period of 90 days after report delivery. If desired, we can ship the excess samples to Sweet Home CSD or store in our facility for additional fees. The fees for sample shipment or storage are not included in Exhibit C.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Proposal for Geotechnical Engineering Services

Sweet Home CSD 2025 CIP | Amherst, New York

March 13, 2026 | Terracon Proposal No. PJA265022

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through UDig-NY online or by phone at 811. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon's Scope of Services includes private utility clearance services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Atterberg limits

Proposal for Geotechnical Engineering Services

Sweet Home CSD 2025 CIP | Amherst, New York

March 13, 2026 | Terracon Proposal No. PJA265022

- Grain size analysis
- Organic content
- Topsoil nutrient analysis
- California Bearing Ratio (CBR)

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

If bedrock samples are obtained, rock classification will be conducted using locally accepted practices for engineering purposes; petrographic analysis (if performed) may reveal other rock types. Rock core samples typically provide an improved specimen for this classification. Boring log rock classification is determined using the Description of Rock Properties.

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil (and rock) classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended foundation options and engineering design parameters
- Estimated settlement of foundations
- Seismic site classification
- Earthwork recommendations including site/subgrade preparation

In addition to an emailed report, your project will also be delivered using our **Compass**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

Proposal for Geotechnical Engineering Services

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- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Seismic Geophysical Services: To ensure compliance with the 2024 IBC and ASCE 7-22 seismic provisions, we recommend performing an in-situ shear wave velocity (V_{s30}) survey using Multi-Channel Analysis of Surface Waves (MASW). MASW is a non-destructive, low-impact geophysical method that generates surface waves using a seismic source (e.g., sledgehammer striking a metal plate) and records wave propagation through an array of receivers. The collected data is processed to derive a shear wave velocity profile, which is critical for accurate seismic Site Class determination. This approach provides site-specific V_{s30} measurements, reducing reliance on conservative empirical correlations such as Standard Penetration testing (SPT) or Cone Penetration testing (CPT), thereby minimizing uncertainty, avoiding code penalties, and enabling more efficient structural design and potential cost savings. Testing will be conducted at one or more locations, in areas free from heavy traffic, machinery, or vibration sources, and can be performed on bare soil, lawn, or pavement. MASW aligns with current standards and supports optimized seismic performance for the project.

Post-report Consultation: Following issuing of the final geotechnical engineering report, the need for geotechnical consultation often arises as the design progresses and design changes are incorporated. The lump sum fee presented in Exhibit C does not include post-report consultation services. From our experience, several hours of consultation with a Senior Geotechnical Engineer may become necessary for the design team for this type of project.

Proposal for Geotechnical Engineering Services

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March 13, 2026 | Terracon Proposal No. PJA265022

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

Proposal for Geotechnical Engineering Services

Sweet Home CSD 2025 CIP | Amherst, New York

March 13, 2026 | Terracon Proposal No. PJA265022

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Fee ¹
Equipment Mobilization	\$700
Test boring stakeout and Private Utility Clearance Service	\$2,500
Soil Borings Per ASTM D1586 – 5 Days at \$3,800/day	\$19,000
Infiltration testing, including installation of test pipe, materials, and performing testing in accordance with NYSDEC Appendix D – 3 locations at \$500 each	\$1,500
Laboratory Testing – Water content (estimate 20 tests), grain size (estimate 4 tests), Atterberg limits (estimate 2 tests), Proctor (estimate 2 tests) and CBR (estimate 2 test)	\$2,200
Topsoil analysis testing - \$75/test	\$225
Engineer / Geologist to prepare subsurface logs	\$1,200
Geotechnical Engineer to prepare report	\$2,500
Base Fee	\$29,825
Additional Services, if required (see Exhibit B)	Fee
Seismic geophysical services to determine Vs30 for seismic site classification, completed during the initial site visit.	Upon Request

- Proposed fees noted above are effective for 90 days from the date of the proposal and assume prevailing wage rate apply.
- If the owner/client is unable to accurately locate private utilities, we can complete a private utility clearance utilizing geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Proposal for Geotechnical Engineering Services

Sweet Home CSD 2025 CIP | Amherst, New York

March 13, 2026 | Terracon Proposal No. PJA265022

Please note that the estimated number of drilling days is based on the anticipated subsurface conditions as outlined herein. If conditions differ significantly from those expected, we will contact the Client to discuss options and/or request additional drilling days.

Standby time for delays caused by parties other than Terracon or its subcontractors will be charged at \$400 per hour. Our fee includes one round of consulting services after issuance of our report. Additional consultation will be billed at \$195/hr. Please note that should snow accumulate across the field, extra charges for site access may be applicable, dependent upon its depth.

Our Scope of Services does not include access related snow plowing/removal or heavy tree/brush clearing, nor does it include repair of damage to the existing landscape due to soft or wet ground conditions. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its affect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Compass	Schedule ^{1, 2}
Kickoff Call with Client	2 days after notice to proceed (NTP)
Exploration Mobilization	2 weeks after NTP
Site Characterization	5 days after completion of field program
Geotechnical Engineering	10 to 15 days after completion of field program

Proposal for Geotechnical Engineering Services

Sweet Home CSD 2025 CIP | Amherst, New York

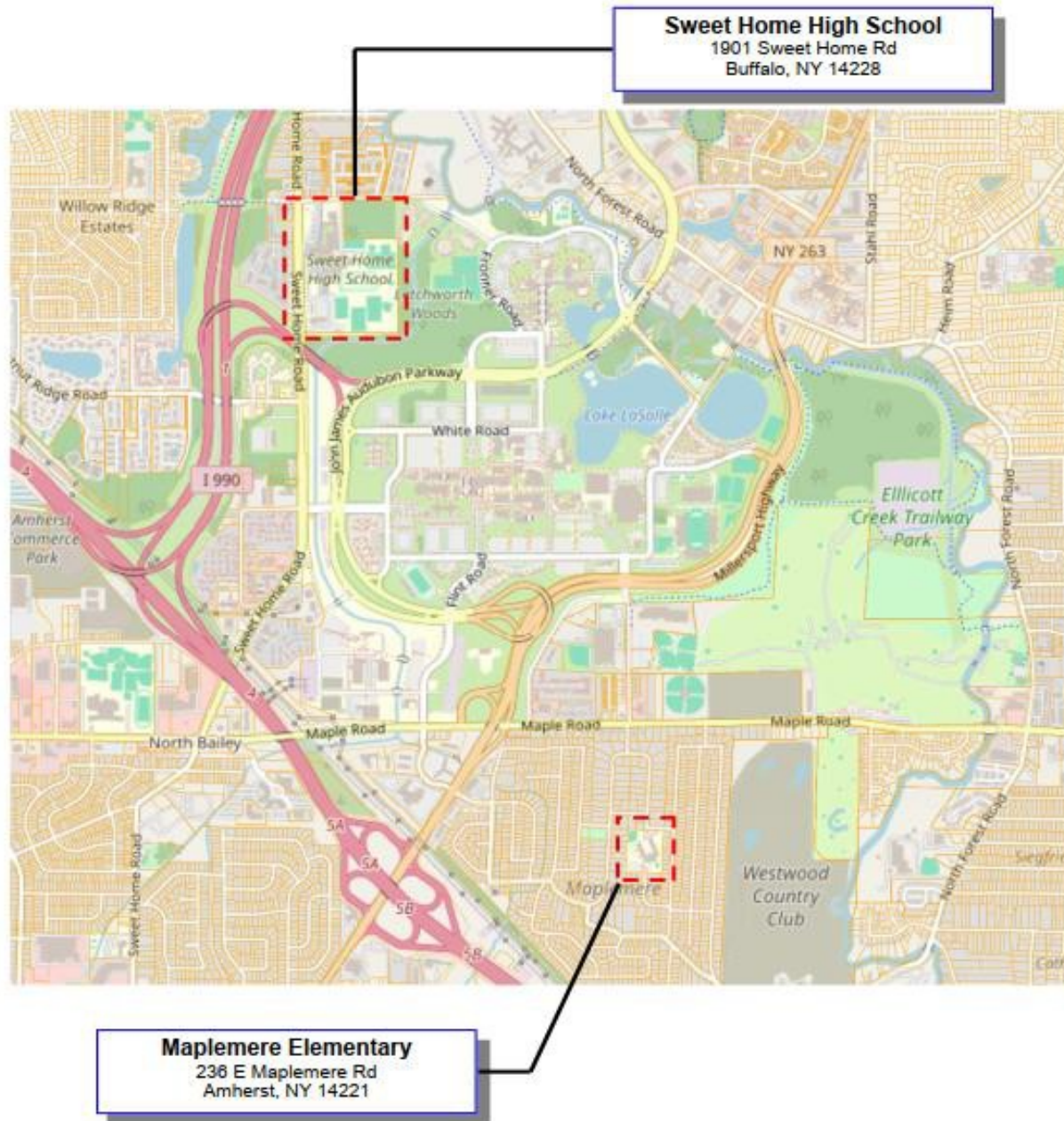
March 13, 2026 | Terracon Proposal No. PJA265022

Delivery on Compass

Schedule ^{1, 2}

1. Upon receipt of your notice to proceed we will activate the schedule component on **Compass** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Compass**. The schedule will be updated to maintain a current awareness of our plans for delivery.

Exhibit D – Site Location



Attachment A: Location Map Elementary and High School Sweet Home CSD - 2025 CIP

Map Source:
NYS GIS





ECS NEW YORK ENGINEERING, PLLC

Proposal to Provide Geotechnical Engineering Services

Sweet Home Central School District
2025 Capital Improvement Project

Maplemere Elementary School – 236 East Maplemere Road – Amherst, NY 14221
Sweet Home High School – 1901 Sweet Home Road – Buffalo, NY 14228

ECS Proposal Number 95:1371-GP

March 12, 2026



ECS NEW YORK ENGINEERING, PLLC

Geotechnical • Construction Materials • Environmental • Facilities

March 12, 2026

Ms. Emily Mrozek
Supervisor of Buildings and Grounds
Sweet Home Central School District
1901 Sweet Home Road
Amherst, New York 14228
c/o Mr. Timothy C. Lobczowski, RLA, LEED AP, ASLA
Appel Osborne Landscape Architecture
tlobczowski@appelosborne.com

ECS Proposal No. 95:1371-GP

Reference: Proposal to Provide Geotechnical Engineering Services
Sweet Home Central School District – 2025 Capital Improvement Project
Maplemere Elementary School – 236 East Maplemere Road – Amherst, NY 14221
Sweet Home High School – 1901 Sweet Home Road – Buffalo, NY 14228

Dear Mr. Lobczowski,

As requested, ECS New York Engineering, PLLC (ECS) is pleased to present this proposal for the requested Geotechnical Engineering Services associated with the proposed Sweet Home Central School District – 2025 Capital Improvement Project located at both the Maplemere Elementary School located at 236 East Maplemere Road in Amherst, Erie County, New York and the Sweet Home High School located at 1901 Sweet Home Road in Buffalo, Erie County, New York.

In preparing this proposal, we have had the opportunity to review the information provided via email, which included the following:

- One un-numbered, undated, NYS GIS image entitled, “Attachment A: Location Map – Elementary and High School”, consisting of the general location of the Maplemere Elementary School and the Sweet Home High School project sites.
- One un-numbered, undated drawing entitled, “Attachment B: Test Location – Maplemere Elementary School”, consisting of the general locations of the existing on-site structures, existing asphaltic concrete pavements, and locations of the proposed soil borings, asphalt core locations, topsoil probes, and infiltration tests.
- One un-numbered, undated drawing entitled, “Attachment C: Test Locations – Sweet Home High School”, consisting of the general locations of the existing on-site structures, existing asphaltic concrete pavements, existing athletic fields, tennis courts, and locations of the proposed soil borings, asphalt core locations, test pit locations, and infiltration tests.

14030 THUNDERBOLT PLACE, SUITE 500, CHANTILLY, VA 20151 • T: 571-299-6000

ECS Florida, LLC • ECS Mid-Atlantic, LLC • ECS Midwest, LLC • ECS Pacific, Inc. • ECS Southeast, LLC • ECS Southwest, LLP
ECS New York Engineering, PLLC - An Associate of ECS Group of Companies • www.ecslimited.com

"ONE FIRM. ONE MISSION."

- One un-numbered project document entitled, “Attachment D: Request for Proposal – Subsurface Soil Investigation”, dated February 6, 2026, consisting of the project description and scope of work.

Our proposal is based upon the information provided by the client and our experience working in the region.

PROJECT DESCRIPTION

Based upon provided information, the project involves determining soil profile, classification, topsoil depth, and infiltration information for an asphalt replacement for the northern parking lot and eastern side of the building as well as a six classroom building addition on northern end of the building at the Maplemere Elementary School (Attachment B) and the installation of a new multi-purpose synthetic turf field with associated drainage improvements at the Sweet Home High School (Attachment C). It is assumed that the Sweet Home High School project will also include the installation of a scoreboard and stadium lights.

Structural loadings for the field lighting and scoreboard were not provided for this proposal. Traffic loadings and finished grade elevations were also not provided.

In order to evaluate the subsurface conditions across the proposed project site, a series of geotechnical borings will be performed across the site. Our scope of work will include a subsurface exploration, laboratory testing program, geotechnical engineering analysis and preparation of a report. Specific items included within each of these tasks are presented within the following sections.

SCOPE OF SERVICES

Geotechnical Subsurface Exploration

Based on the plans provided and provided “Attachment D – Request for Proposal – Subsurface Soil Investigation” for the project, we propose to complete up to 16 test borings between the two the site. The borings are scheduled to extend to approximate depths ranging from 10 to 50 feet and/or auger refusal, whichever occurs first. Asphalt pavement cores/soil borings to assist in the design of the proposed pavements will be completed at up to 5 locations, to an approximate depth of 2 feet each or practical refusal, whichever occurs first. ECS will also perform up to 3 infiltration tests to a maximum depth of approximately 5 feet each below existing grades. The infiltration tests will be conducted utilizing the boring methodology in general accordance with the NYSDEC Stormwater Management Design Appendix D. Additionally, up to 3 topsoil depth determination probe tests will be performed.

ECS will directly supervise the subsurface exploration with Engineering Field Specialists trained in ASTM D-2488 to classify the soil based on visual methods. **The test borings will be advanced by drillers under subcontract to ECS with PREVAILING WAGES.** ECS will have full-time on-site representation during the drilling and infiltration testing operations which will allow ECS to adjust the drilling as needed based on the conditions observed.

Site restoration will be limited to backfilling each test location with the excavated materials and restored to existing grades. Upon completion of the subsurface exploration, soil samples will be returned to our in-house laboratory for further classification and testing.

A summary of our services is as follows:

Field Exploration Services

- a. Field locate test locations based on previously referenced plan utilizing a hand-held GPS unit with sub-meter accuracy. Elevations will be interpolated from provided drawings and/or referenced from areal imagery obtained from GoogleEarth Pro.
- b. Perform public utility notification through Dig Safely New York in an attempt to identify public utilities within the work area.
- c. Mobilize a track drill rig to the site.
- d. Provide full-time on-site supervision by ECS's Engineering Field Specialist.
- e. Perform up to 16 total test borings to depths ranging from approximately 10 to 50 feet each below existing grade and/or auger refusal whichever is shallower. Perform Standard Penetration Test (SPT) tests at continuous 2-foot intervals for depths up to 10 feet then 5-foot intervals thereafter. **(PREVAILING WAGE)**
- f. Perform up to 3 total infiltration tests in general accordance with NYSDEC Stormwater Management Appendix D at a maximum depth of 5 feet each.
- g. Extract up to 5 total pavement $\approx$ 4-inch diameter cores utilizing wet rotary methods with a portable drill a diamond bit at locations marked/located by others. Determine aggregate base layer thickness by performing Standard Penetration Test (SPT) test at aggregate base layer. Assumed total sampling depth to up to 2 feet each below existing site grade. **(PREVAILING WAGE)**
- h. Perform soil probes to determine the approximate topsoil thickness at up to 3 total locations.
- i. Measure depth of groundwater at each test location prior to backfilling.
- j. Backfilling of the test locations will be performed with auger cuttings and excavation spoils. Cold patch asphalt will be placed at the surface at any boring located in an existing pavement area. ECS will not be responsible for return trips to site to restore any backfill which has settled.

Laboratory Testing

ECS's in-house AMRL certified laboratory will conduct testing of soil samples from this project. Below is the proposed laboratory testing schedule which may be adjusted based on the materials encountered.

- a. Perform up to 15 Natural Moisture tests.

- b. Perform up to 4 Atterberg Limits tests.
- c. Perform up to 4 Gradation Analysis tests (wash sieve).
- d. Perform up to 2 Organic Content (LOI) tests.
- e. Perform up to 2 pH tests.
- f. Perform up to 1 California Bearing Ratio Test (CBR) including 1 modified proctor test.

GEOTECHNICAL ENGINEERING REPORT

Upon completion of the subsurface exploration and laboratory testing program, ECS will prepare a written engineering report which presents our findings and recommendations. The comprehensive report will address the methodology utilized to evaluate the site and our recommendations for engineering parameters to be used in construction which will include the following items:

- a. A discussion of our understanding of the proposed construction including: locations, dimensions, bearing elevations and loading conditions, to the extent known.
- b. Observations from our site reconnaissance including current site conditions, surface drainage features and surface topographic conditions. A site location diagram showing the extent of the project site will also be included.
- c. A review of the regional and published geologic conditions with their relevance to the project.
- d. A subsurface characterization and description of the field exploration, laboratory tests and analysis performed.
- e. Final logs will be prepared in accordance with the standard practice for geotechnical engineering. An exploration plan and coordinates of actual test locations will be included. Each log will include the surface elevation, depth of strata and exploration sample type, water levels encountered, SPT N-Value graphical representation.
- f. Results of the laboratory testing, including gradation/classification.
- g. Discussion of site preparation including depth removal of soil and over-excavation, or applicable ground improvement methods, if applicable.
- h. Discussion of groundwater concerns relative to the planned construction, if any, will be summarized.
- i. Recommended allowable soil bearing pressure(s) and recommendations for suitable shallow foundations, or recommendations for ground improvement, if necessary.
- j. Recommended allowable soil bearing capacity and skin friction coefficients, lateral modulus for resistance to lateral loads and moments, unit weight of soil (γ), angle of internal friction (Φ),

Cohesion of soil (C), and modulus of subgrade reaction (K) for drilled shaft foundation design (LPile soil parameters).

- k. Recommended frost depth.
- l. Discussion of parameters for slab on grade construction and modulus of subgrade reaction.
- m. Recommendations for site seismic design coefficients based on the 2020 NYSBC (2018 IBC) parameters.
- n. Results of stormwater infiltration testing at up to 3 locations (5 foot-depths).
- o. Pavement design recommendations based upon an estimated and/or laboratory CBR.

FEE

ECS will perform the above outlined Scope of Services, 4 days of geotechnical drilling (**PREVAILING WAGE**) and associated reporting and 1 day of infiltration testing performed concurrently for a lump sum fee of **\$31,955.**

In the event that unusual conditions are encountered that would require expansion/modification of our scope of services, we will contact you for authorization prior to proceeding.

This cost does not include time associated with project meetings. If required, these services will be provided on a time and materials basis in accordance with our standard hourly rates as follows:

Senior Project Manager	\$185.00/hour
Principal Engineer	\$265.00/hour

Schedule

Based upon current subcontract driller's backlog in the general area and depending on the weather conditions, we can mobilize to drill the site within 2 to 3 weeks of receipt of executed contract or possibly sooner subject to boring contractor availability. We anticipate approximately 4 days of field operations for drilling/asphalt coring/Infiltration pipe installation and 1 additional day of field work for infiltration testing and the completion of the report within approximately 3 weeks upon finishing drilling/field operations pending the time required to complete laboratory testing.

Assumptions

The assumptions used in composing this proposal are listed below:

- 1 Mobilization to the site with a truck or track mounted drill rig.
- All work can be completed in normal working hours, Monday to Friday, 7:00am to 5:00pm.
- Site access will be granted, and owners will be notified.
- Snow removal and/or clearing will not be required to access the boring locations with a drill rig.
- Associated grading plans and civil / utility drawings will be provided.
- Borings can be adjusted in the field at the discretion of the Geotechnical Engineer.

- Field work will take no more than 4 days to complete for Geotechnical drilling/sampling/coring/infiltration pipe installation and 1 day for Infiltration testing provided the work is to be performed concurrently.
- Borings will be backfilled with spoils and cold patch asphalt will be placed at the surface at any boring located in an existing pavement area.
- Boring settlement is the responsibility of the Owner.
- Site restoration will be limited to backfilling each test location with excavated spoils restored to generally match approximate existing grades. Specifically, no site remediation is included (grading, rut repair, straw, seed, return visits, etc).
- No special drilling setup requirements (E&S, water recycling, traffic control).
- About 3 weeks for the report upon completion of field work.

Utility Clearance and Site Restoration

We will contact U-Dig New York to locate underground utilities at the site; however, our experience indicates that U-Dig New York will not locate utilities beyond the point of distribution (meters or gauge points) on private property. We will coordinate our test locations based on U-Dig New York marking to an attempt to avoid any underground utilities.

ECS can provide a private utility locator for additional evaluation of site utilities for an additional fee. Contracting a private utility locator service is not a guarantee that all utilities within a work site will be identified; however, this service will lower the risk to the owner/client. ECS and our clients have had past success in avoiding utility conflicts by augmenting the U-Dig New York services with a private utility locator service. Private utility locator services can identify utility alignments that incorporate significant iron content in the conduit materials. However, private utilities possessing the higher likelihood of not being easily identifiable, beyond the point of distribution, include all utilities not containing significant ferrous (iron) content (examples would include but not be limited to most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, and irrigation lines).

Upon completion of the test locations, the boreholes will be backfilled with the excavated spoils and cold patch asphalt will be placed at the surface at any boring located in an existing pavement area. No other restoration is included.

CLOSING

Invoices will be issued on a monthly basis and will provide a percent complete of the lump sum fee, unless modified by request of the client. They are normally processed on or around the 10th of each month and represent costs incurred during the previous month. We request that payment be rendered within 30 days of receipt of the invoice. ECS reserves the right to assess a finance charge of 1.5% per month on the outstanding balance over 30 days.

Our proposal is valid for 4 months after issuance.

Attached to, and an integral part of, our proposal, are our "General Conditions of Service." These conditions represent the current recommendations of GBA, the Consulting Engineers' Council, and the Geo-Institute of the American Society of Civil Engineers.

Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the enclosed copy to us.

We are pleased to have this opportunity to offer our services and look forward to working with you on the project. If you have questions, please contact the undersigned at 716-908-5166.

Respectfully submitted,

ECS NEW YORK ENGINEERING, PLLC



David B. Sabol, P.E.
Principal Engineer
dsabol@ecslimited.com



Steven P. Pump
Senior Project Manager
spump@ecslimited.com

Enclosures: Proposal Acceptance, Terms and Conditions

PROPOSAL ACCEPTANCE

Proposal No.: 95:1371-GP
 Scope of Work: Geotechnical Engineering Services
 Project: Sweet Home Central School District – 2025 Capital Improvement Project
 Location: Amherst, Erie County, New York

Client Signature: _____ Date: _____

Optional Services

Private Utility Locate (\$2,850/day):	☐ Yes	☐ No
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Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

BILLING INFORMATION

(Please Print or Type)

Name of Client: _____
 Name of Contact Person: _____
 Telephone No. of Contact Person: _____
 Party Responsible for Payment: _____
 Company Name: _____
 Person/Title: _____
 Department: _____
 Billing Address: _____

 Telephone Number: _____
 Fax Number: _____
 Client Project/Account Number: _____
 Special Conditions for Invoice: _____
 Submittal and Approval: _____

ECS offers a full array of services to assist you with *all* phases of your project, including but not limited to:

<i>Phase I, II and III Environmental Site Assessments</i> <i>Archaeological Assessments</i> <i>Wetlands Delineations</i> <i>Asbestos/Lead Paint Services</i> <i>Indoor Air Quality Mold Services</i>	<i>Third Party Mechanical, Electrical, Plumbing Inspections Services</i> <i>Geotechnical Engineering Services</i> <i>Construction Materials Testing</i> <i>Septic/Drainfield Design Services</i> <i>LEED® Consulting Services</i>	<i>Building Envelope, Roofing, and Waterproofing Inspection and Consultation</i> <i>Pre- and Post-Construction Condition Assessments</i> <i>Specialty Materials and Forensics Testing</i>
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Please indicate any of the services you are interested in and a member of the ECS team will contact you to discuss how we can be of service to your project.

ECS New York Engineering, PLLC TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS Engineers of New York, PLLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from

any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the

Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, it's licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.
- 15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.
 - 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
 - 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$40,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage,

- or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.
- 19.0 INDEMNIFICATION**
- 19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**
- 20.0 CONSEQUENTIAL DAMAGES**
- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 21.0 SOURCES OF RECOVERY**
- 21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 22.0 THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.
- 23.0 DISPUTE RESOLUTION**
- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.
- 24.0 CURING A BREACH**
- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.
- 25.0 TERMINATION**
- 25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- 28.0 SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.
- 30.0 TITLES; ENTIRE AGREEMENT**
- 30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.
- 30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

ARTICLE 4 ATTACHMENT TO REQUEST FOR PROPOSAL (AIA C202 - 2015)

Project: Sweet Home Central School District – 2025 Capital Project
Maplemere Elementary School
236 East Maplemere Road
Amherst, New York 14221

Sweet Home High School
1901 Sweet Home Road
Buffalo, New York 14228

Owner: Sweet Home Central School District
Attn: Emily Mrozek, Supervisor of Buildings and Grounds
Phone: 716.250.1443
Email: srozler@sweethomeschools.org

Landscape Architect: Appel Osborne Landscape Architecture
Attn: Timothy C. Lobczowski, RLA, LEED AP, ASLA, Partner
Via email: tlobczowski@appelosborne.com

Geotechnical Engineer: CME Engineering Group, D.P.C. (CEG) CEG Proposal No.: 01.287

Proposal Date: March 13, 2026 Page 1 of 2

SCOPE OF WORK

CEG's scope of work includes preparation of a Geotechnical Recommendation Report utilizing the boring logs and laboratory testing report prepared by **CME Associates, Inc. (CME)**. The above services will be billed as noted below:

FEE PROPOSAL

<u>Service Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Fee</u>	<u>Estimated Cost</u>
Geotechnical Recommendation Report	1	Report	\$6,000.00	\$6,000.00
Senior Geotechnical Engineer	4	Hours	\$275.00	\$1,100.00
Administrative Fee		10% of total invoice		\$710.00
Current Cost.....				\$7,810.00

TOTAL FEE PROPOSAL: \$7,810.00 / Seven Thousand Eight Hundred Ten Dollars and Zero Cents

SCHEDULE: Upon authorization, **CEG** will provide the report within about twenty (20) business days, following receipt of the **CME Associates, Inc.** final boring logs and laboratory testing report, as well as traffic counts from the Design Team.

NOTES:

CEG's Terms and Conditions for Geotechnical Engineering Services Agreement is attached and is considered part of this agreement. Please have Client carefully review these terms to establish their understanding of the services, their responsibilities, and the general conditions of our Agreement.

CEG's Scope of Work does not include subsurface investigation or laboratory testing services. **CME Associates, Inc.** will send a proposal for these services under separate cover.

Respectfully Submitted,
CME Engineering Group, D.P.C.



Christopher R. Paolini, PE, MPS, EXWSM
Vice President

CP.rmd

Attachments: *AIA Document C202-2015 (17 pages)*
CEG's Terms and Conditions for Geotechnical Engineering Services (3 pages)

DRAFT AIA® Document C202™ – 2015

Standard Form of Consultant's Services: Geotechnical Engineering

for the following **PROJECT**:
(Name and location or address)

«Sweet Home Central School District – 2025 CIP »
« Maplemere Elementary School »
« Sweet Home High School »

THE OWNER:
(Name, legal status, and address)

« Sweet Home Central School District »
« 1901 Sweet Home Rd, Amherst, NY, 14228 »

THE GEOTECHNICAL ENGINEER:
(Name, legal status, and address)

« »
« »

THE AGREEMENT

This Standard Form of Consultant's Services is part of the accompanying C103™-2015, Standard Form of Agreement between Owner and Consultant without a Predefined Scope of Consultant's Services dated the « » day of « » in the year « »
(In words, indicate day, month and year of the accompanying C103-2015.)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GEOTECHNICAL ENGINEER'S SERVICES
- 3 ADDITIONAL SERVICES

ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Geotechnical Engineer's performance of the services set forth in this document is based upon the information contained in this Article 1 and the Initial Information in C103-2015. If this information changes materially, the Owner and Geotechnical Engineer shall appropriately adjust the schedule, the Geotechnical Engineer's services, and the Geotechnical Engineer's compensation.

(List below information, including conditions or assumptions, which will affect the Geotechnical Engineer's performance.)

« »

§ 1.2 Property Information

§ 1.2.1 Legal or other description of the Property upon, or for which, the Geotechnical Engineer's services will be performed.

(Insert legal description of the Property, if known. Otherwise, describe the Property.)

« »

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Consultant's scope of services only and should be attached as an exhibit to AIA Document C103™-2015, Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services.

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§ 1.2.2 Site access is provided by the arrangement checked below:

[☒] The Owner has title to the Property and the right of entry for the Geotechnical Engineer to perform its services.

[☐] The Owner has secured permission for entry to the Property for the Geotechnical Engineer to perform its services from the following parties subject to the conditions identified below.

Permission for entry provided by:

(Insert names, addresses, and telephone numbers of the present owner or tenant who has given permission for entry to the Property.)

« »

Conditions:

(Insert conditions pertaining to the Geotechnical Engineer's access to the Property, such as time, noise, and equipment limitations.)

« »

§ 1.2.3 The Geotechnical Engineer shall contact the following person(s) to schedule and make necessary arrangements for access to the Property.

(Insert names, addresses, and telephone numbers.)

«Emily Mrozek, Supervisor of Buildings and Grounds»
srozler@sweethomeschools.org 716-250-1443 »

§ 1.2.4 The Owner shall provide the Geotechnical Engineer with documents in the Owner's possession, such as geotechnical reports and surveys, that contain relevant information about the existing condition of the Property, including information regarding boundary lines, topography, means of access to the site, utilities, encumbrances, and locations of structures that may be affected by the Project.

§ 1.3 Project Information

The Owner shall provide the following Project information, to the extent known, to the Geotechnical Engineer:

§ 1.3.1 The Owner's objectives for the Project, including a general description and anticipated design loads of the buildings and other improvements being considered.

§ 1.3.2 A site plan showing grades and locations of proposed building or other improvements being considered.

§ 1.3.3 Other: *(Specify)*

«- Attachment A- Location Map, with addresses.

- Attachment B – Maplemere Elementary Test Location Map »
- Attachment C – Sweet Home High School Test Location Map »

ARTICLE 2 GEOTECHNICAL ENGINEER'S SERVICES

§ 2.1.1 The Geotechnical Engineer's services shall be performed by qualified personnel under the supervision of a licensed professional permitted to practice geotechnical engineering in the jurisdiction in which the Project is located.

§ 2.1.2 The Geotechnical Engineer shall review the information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Geotechnical Engineer's services. The requirements of this Agreement shall be in addition to such laws, codes, and regulations. If a conflict exists between the requirements of the jurisdiction in which the Project is located and the requirements of this Agreement, the Geotechnical Engineer shall notify and consult with the Owner prior to proceeding with the services impacted by the conflict.

§ 2.1.3 The Geotechnical Engineer shall identify a benchmark at the site, record it in the Geotechnical Report, and reference field explorations to it as appropriate.

§ 2.2 Explorations and Testing

§ 2.2.1 The Geotechnical Engineer shall perform field explorations, including soils sampling and field testing, necessary for the planning and design of the Project and for preparation of the Geotechnical Report. The Geotechnical Engineer's explorations shall be consistent with the scope of the Project as determined through consultation with the Owner and Architect, and review of the Initial Information and any attached exhibits.

§ 2.2.2 The Geotechnical Engineer shall prepare a detailed plan for the Owner's approval, in consultation with the Owner and Architect, indicating the nature and location of all proposed field explorations. The Geotechnical Engineer's plan shall include, at a minimum, information regarding the type, number, location, and depth of proposed soil borings and other explorations. If the Geotechnical Engineer finds it necessary to change the location or depth of any of these proposed borings, the Geotechnical Engineer shall notify the Owner and Architect and a new location or depth shall be agreed upon between the Owner and Geotechnical Engineer, in consultation with the Architect.

§ 2.2.3 The Geotechnical Engineer shall perform laboratory tests necessary for the planning and design of the Project and for preparation of the Geotechnical Report. The Geotechnical Engineer shall provide a detailed plan, for the Owner's review and approval, of the Geotechnical Engineer's proposed laboratory tests.

§ 2.2.4 If the Geotechnical Engineer encounters unusual and unanticipated conditions, including materials which cannot be penetrated by standard sampling equipment, the Geotechnical Engineer shall immediately consult with the Owner and Architect.

§ 2.2.5 The Geotechnical Engineer shall advise the Owner and Architect as to any additional explorations and tests necessary for the Geotechnical Engineer to assess the conditions at the Property. The Geotechnical Engineer shall perform such additional work only as authorized by the Owner and after consultation with the Architect.

§ 2.2.6 The Geotechnical Engineer shall perform all field explorations and lab tests in accordance with current applicable ASTM International (ASTM) standards or other standards approved in advance by the Owner. The Geotechnical Engineer shall record all data in the field and reference it to the appropriate exploration point numbers. When collecting soil samples, the Geotechnical Engineer shall classify soils in field logs in accordance with applicable ASTM standards or other standards, including ASTM D2488 Standard Practice for Description and Identification of Soils. The classification for final logs shall be based on field information, plus results of tests and further inspection of samples in the laboratory by the Geotechnical Engineer preparing the reports in accordance with ASTM D2487 Standard Practice for Classification of Soils for Engineering Purposes or other Owner-approved standards.

§ 2.2.7 All samples collected by the Geotechnical Engineer are the Owner's property and shall be preserved according to Section 2.4. All field logs shall be prepared by the Geotechnical Engineer or by an experienced soils technician or experienced driller acting under the supervision of the Geotechnical Engineer.

§ 2.2.8 The Geotechnical Engineer shall take reasonable precautions to prevent damage to the Property, both visible and concealed, and shall reasonably restore the Property to the condition existing prior to the Geotechnical Engineer's entry. Such restoration includes backfilling of borings, patching of slabs and pavements, and repair of lawns and plantings. Each boring shall be capped pending additional groundwater readings. At the completion of the groundwater readings, the borings shall be permanently plugged, including patching of slabs and pavements.

§ 2.2.9 Prior to starting any field explorations, the Geotechnical Engineer shall contact the Owner and the appropriate public utility location service for information regarding buried utilities and structures. If requested by the Geotechnical Engineer and agreed to by the Owner, the Owner shall provide the services of a utility location firm to locate utilities not identified by a public utility location service.

§ 2.3 Geotechnical Report

§ 2.3.1 The Geotechnical Engineer shall analyze the information gathered from the field explorations and lab tests performed under Section 2.2 and consult with the Owner and Architect regarding the design and engineering requirements of the Project. Based on such analysis, the Geotechnical Engineer shall provide a written Geotechnical Report to the Owner. The Geotechnical Engineer shall provide the Geotechnical Report and any related documents to

the Owner in a medium and format determined by the Owner and as required by the jurisdiction in which the Project is located. The Geotechnical Engineer shall sign and seal the Geotechnical Report as required by the jurisdiction in which the Project is located. The Geotechnical Engineer shall consult with the Owner and Architect regarding the information presented in the Geotechnical Report. The Geotechnical Report shall contain the following information:

§ 2.3.2 Background Information

§ 2.3.2.1 General description of the Project.

§ 2.3.2.2 List of all resources used in evaluation of the Property and preparation of the Geotechnical Report, including existing surveys and geotechnical reports.

§ 2.3.2.3 Narrative description of the history, existing features, and geology of the Property.

§ 2.3.3 Exploration and Test Results

§ 2.3.3.1 Record of the date and time of each field exploration.

§ 2.3.3.2 Plan showing dimensioned locations of each field exploration and equipment used.

§ 2.3.3.3 Identification of ASTM standards or other Owner-approved standard sampling and test methods used.

§ 2.3.3.4 All data as required by the ASTM standards or other Owner-approved standard sampling and test methods used.

§ 2.3.3.5 Chart illustrating the soil classification criteria, and defining the terminology and symbols used on the boring logs.

§ 2.3.3.6 Vertical sections for each boring, plotted and graphically presented to show (1) number of borings, (2) sampling method used, (3) date of start and finish, (4) surface elevations, (5) description of soil and thickness of each layer, (6) depth to loss or gain of drilling fluid, and (7) hydraulic pressure required or number of blows per foot (Standard Penetration Test N value for each sample). Where applicable, show depth to wet cave-in, depth to artesian head, groundwater elevation and time when water reading was made, and presence of gases. Note the location of strata containing organic materials, wet materials, or other inconsistencies that might affect engineering conclusions.

§ 2.3.3.7 Description of the existing surface conditions and a summary of the subsurface conditions.

§ 2.3.3.8 Subsurface profiles of rock or other bearing stratum.

§ 2.3.3.9 Estimate of potential variations in elevation and movements of subsurface water due to seasonal influences.

§ 2.3.3.10 Description of laboratory testing performed, and a report of all results, including laboratory determinations of soil properties.

§ 2.3.3.11 Results of any percolation tests performed.

§ 2.3.3.12 Other: *(Specify)*

«- Attachment D- Testing Notes and General Descriptions »

§ 2.3.4 Foundation Evaluation and Recommendations

As part of the Geotechnical Report, the Geotechnical Engineer shall prepare an evaluation and recommendations for the necessary areas of consideration pertaining to existing or proposed foundations, including the following:

§ 2.3.4.1 Foundation support of the structure and slabs, including bearing pressures, bearing elevations, foundation design recommendations, anticipated settlement, and need for ground improvement to mitigate against settlement, liquefaction, and other conditions encountered on the Property.

§ 2.3.4.2 Anticipation and management of groundwater for design of structures and pavements.

§ 2.3.4.3 Lateral earth pressures and requirements for design of below grade walls and trenches, including backfill, compaction, and subdrainage.

§ 2.3.4.4 Soil material and compaction requirements for the support of structures and pavements, and for site fill, construction backfill, and grading.

§ 2.3.4.5 Subgrade moduli for design of pavements or slabs.

§ 2.3.4.6 Temporary excavation and temporary protection, such as excavation sheeting, underpinning, and temporary dewatering systems.

§ 2.3.4.7 Site stability, including slope stability and settlement.

§ 2.3.4.8 Site seismic activity and seismic design information with references to current applicable building code.

§ 2.3.4.9 Frost penetration depth and effect.

§ 2.3.4.10 Effect of weather or construction equipment or both on soil conditions during construction.

§ 2.3.4.11 Presence of potentially expansive soils; deleterious, chemically active, or corrosive materials or conditions; or the presence of gas. The analysis shall not require the Geotechnical Engineer to provide environmental assessment services for the Project unless otherwise agreed to by the Geotechnical Engineer and Owner.

§ 2.3.4.12 Depth of material requiring rock or other difficult soil excavation and suggested methods of removal.

§ 2.3.4.13 Potential sustainable design elements and low-impact development.

§ 2.3.4.14 Other: *(Specify)*

« - Attachment D – Testing Notes and General Descriptions »

§ 2.4 Samples

The Geotechnical Engineer shall dispose of samples as indicated below after all laboratory tests have been completed:

[☐] Discard

[☒] Retain at the Geotechnical Engineer's office, and remain open to inspection until

[☐] the end of the Project's Bidding or Negotiation Phase.

[☒] the Project's foundation installation is complete.

[☐] Substantial Completion.

[☐] Other: *(Specify)*

« »

§ 2.5 Design Phase Services

§ 2.5.1 During the design phase of the Project, the Geotechnical Engineer shall consult with the Owner and the Owner's other consultants regarding geotechnical aspects of the Project.

§ 2.5.2 The Geotechnical Engineer shall review, and provide written comments on, geotechnical aspects of drawings, specifications, and other design submittals prepared by the Owner and the Owner's other consultants.

§ 2.6 Construction Phase Services

During construction of the Project, the Geotechnical Engineer shall consult with the Owner and the Owner's other consultants regarding geotechnical aspects of the Project. If required, site visits shall be performed as an Additional Service in accordance with Article 3.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Geotechnical Engineer shall provide the listed Additional Services only if specifically designated in the table below as the Geotechnical Engineer's responsibility.

(Designate the Additional Services the Geotechnical Engineer shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Geotechnical Engineer, Owner or Not Provided)	Location of Service Description (Section 3.2 below or an exhibit attached to this document and identified below)
§ 3.1.1 Ground Motion Studies		
§ 3.1.2 Bidding or Negotiation related Services		
§ 3.1.3 Ground Water Control		
§ 3.1.4 Earth Structures and Retention Systems		
§ 3.1.5 Preparation of Specifications		
§ 3.1.6 Geologic Mapping		
§ 3.1.7 Site Visits during Construction		
§ 3.1.8 Construction Phase Testing and Inspections		
§ 3.1.9 Ground Improvement		
§ 3.1.10 Other:		

§ 3.2 Insert a description of each Additional Service designated in Section 3.1 as the Geotechnical Engineer's responsibility, if not further described in an exhibit attached to this document.

ARTICLE 4 ATTACHMENTS BY GEOTECHNICAL ENGINEER

4.1 This is a prevailing wage rate project.

4.2 Proposal dated March 13, 2026.

4.3.1 Provide a fee for geotechnical services for Sweet Home Central School District to be completed within 30 days after authorization to proceed.

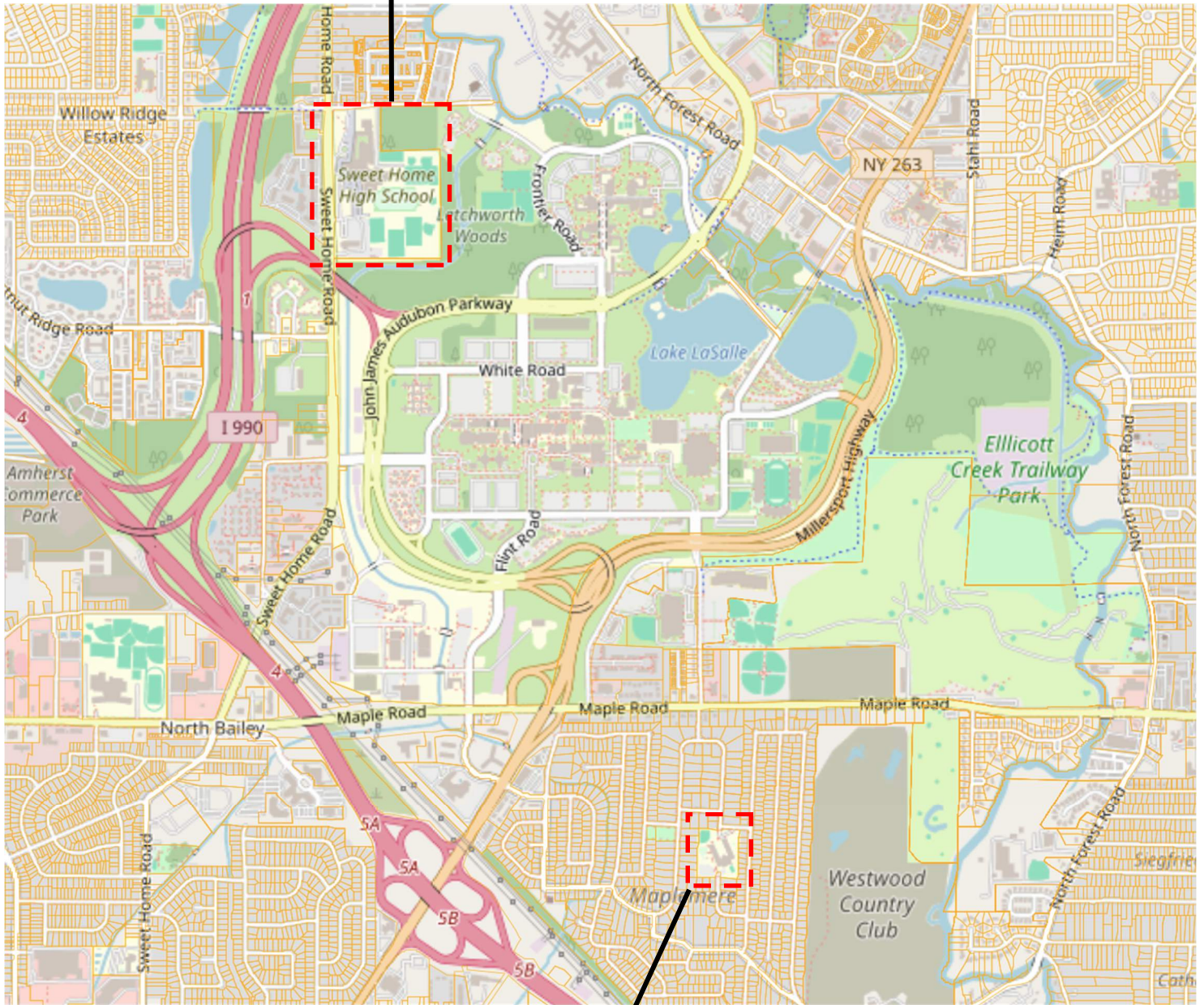
4.3.2 Provide hourly rate schedule for all personnel to be used for any additional work.

4.3.3 Provide unit prices for all tests/analysis noted in Attachment D in case additional studies are requested.

4.4 Provide a copy of liability insurance (min. \$1,000,000 coverage) rider naming the following on the policy as additionally insured:

Appel Osborne Landscape Architecture
Young + Wright Architecture
Sweet Home Central School District

Sweet Home High School
1901 Sweet Home Rd
Buffalo, NY 14228

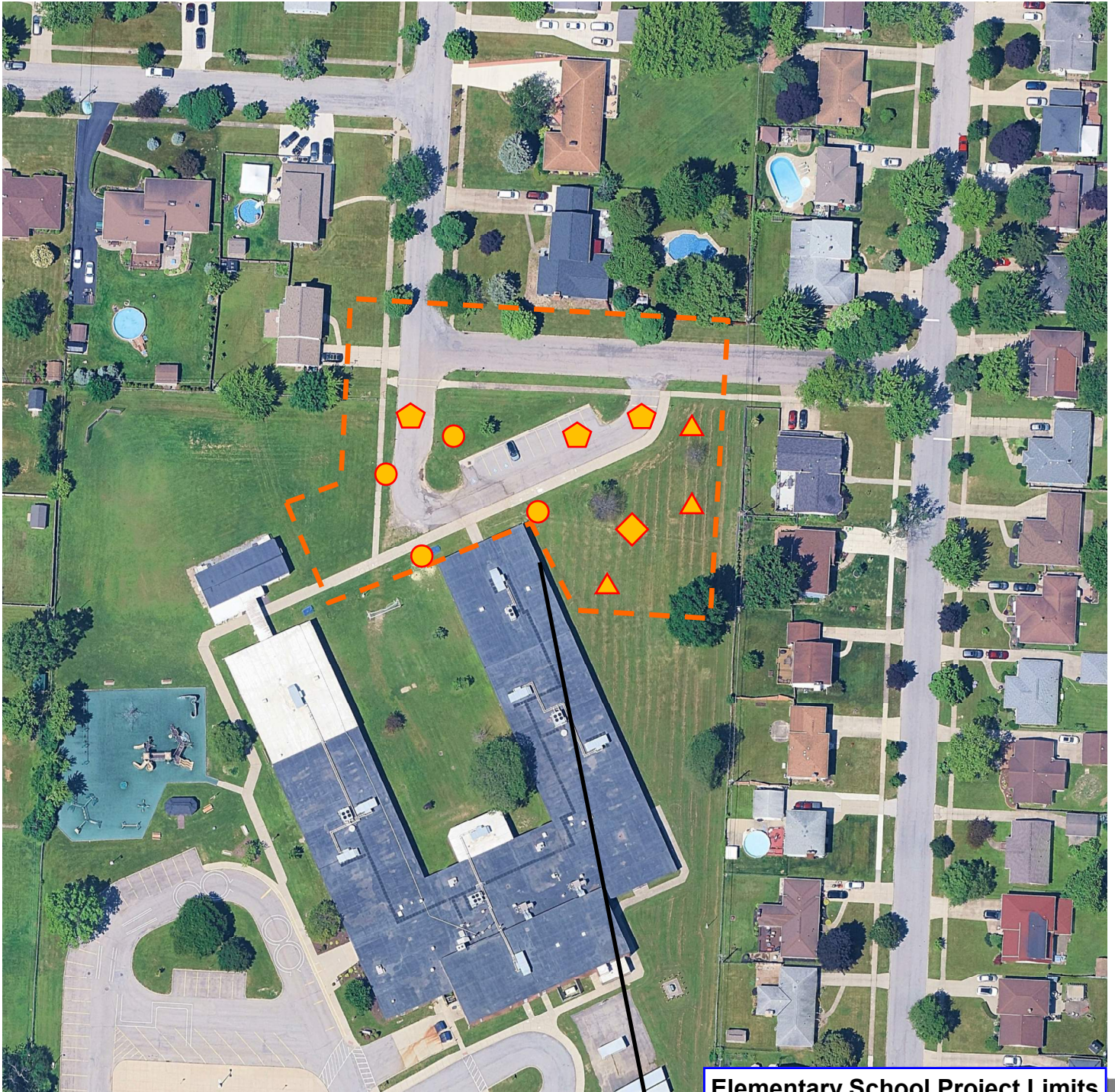


Maplemere Elementary
236 E Maplemere Rd
Amherst, NY 14221

Attachment A: Location Map Elementary and High School Sweet Home CSD - 2025 CIP

Map Source:
NYS GIS





Elementary School Project Limits
236 E Maplemere Rd
Amherst, NY 14221

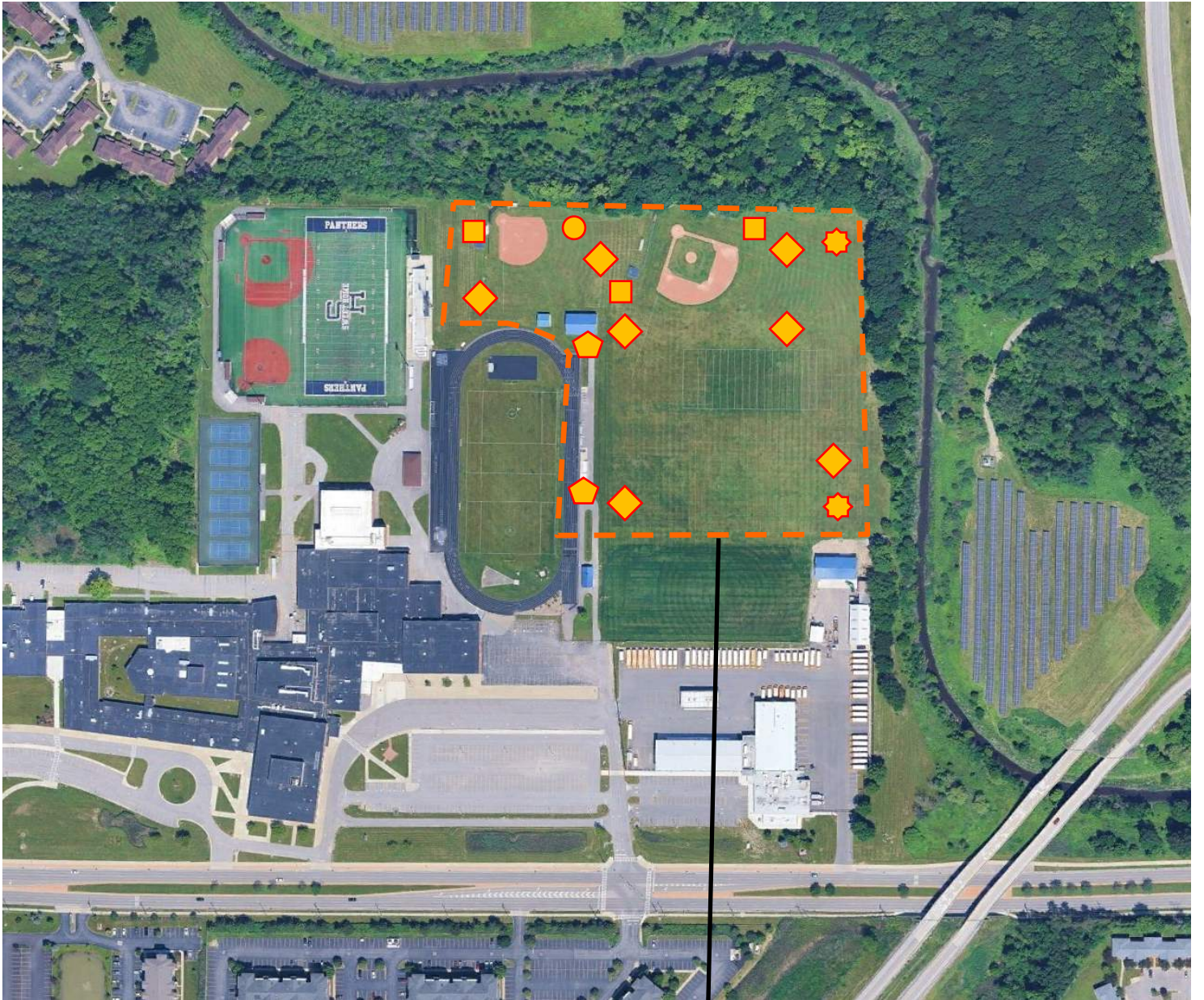
Legend

-  Deep Soil Boring
-  Topsoil
-  Asphalt Core
-  Test Pit / Infiltration Test

Attachment B: Test Location
Maplemere Elementary School
Sweet Home CSD - 2025 CIP

Map Source:
Google





Legend

-  Soil Boring
-  Deep Soil Boring
-  Topsoil
-  Asphalt Core
-  Infiltration Test
-  Test Pit

Map Source:
Google

High School Project Limits

1901 Sweet Home Rd
Buffalo, NY 14228

Attachment C: Test Locations
Sweet Home High School
Sweet Home CSD - 2025 CIP



ATTACHMENT D

REQUEST FOR PROPOSAL - SUBSURFACE SOIL INVESTIGATION

TESTING NOTES and GENERAL DESCRIPTIONS

2/6/2026

Sweet Home Central School District

1901 Sweet Home Rd
Amherst, NY, 14228

PART 1- GENERAL

- 1.1 OWNER:** The property Owner is Sweet Home Central School District, and hereafter is referred to as the [District] or Owner.
- 1.2 PROJECT:** The project involves determining soil profile, classification, topsoil depth, and infiltration information for the northern parking lot and eastern side of the building at Maplemere and the current athletic fields at the south east corner of the high school property.
- 1.3 SCOPE OF WORK**
- A. Furnish all labor, materials, tools, equipment, insurance, permits, licenses, and all other work or material necessary for:
1. ~~Layout of infiltration tests (IT), test pits (TP), soil boring (SB), deep soil boring (DSB), topsoil testing/analysis (TA), and asphalt cores (AC) shall be numbered in accordance with the attached location map(s).~~
 - a. ~~Drilling of testing boring holes.~~
 - b. ~~Digging test pits.~~
 - c. ~~Obtaining soil boring and test pit samples.~~
 - d. ~~Submitting soil boring and test pit logs.~~
 - e. ~~Asphalt/Sub-base coring.~~
 - f. Providing asphalt pavement evaluation for light, medium and heavy-duty traffic.
 - g. Infiltration test results.
 - h. Topsoil analysis
 - i. Soil classification (ASTM D2487)
 - j. Provide an evaluation of the subsurface conditions as required to provide the requested foundation design parameters and recommendations for the type of foundation system that best suits the proposed site, subsurface conditions encountered, and the proposed type of building addition construction. The foundation design parameters shall include, but are not limited to, bearing pressures, bearing elevations, specific foundation design recommendations and requirements, and unusual requirements.
 2. Submitting a final Geotechnical Report, including subsurface conditions revealed that will be relevant to the construction project. Provide any lab soil testing required for completion of the Geotechnical Report. All reports shall be prepared by and bear the signature of the supervising Registered Professional Engineer.
 3. Provide a qualified representative on site to supervise boring and sampling procedures per NYS Building Code Section 1802.5, ASTM D1586, D1587, D2113, and NYS DEC Standards.

- B. Investigation and report shall comply with the requirements of the 2020 New York State Uniform Fire Prevention and Building Code (“Uniform Code”), which references the 2018 International Building Code (2018 IBC) and the 2018 International Existing Building Code (2018 IEBC). Chapter 18 of the 2018 IBC is the applicable chapter of the code related to geotechnical investigations.

1.4 GENERAL CONDITIONS

- A. The Contractor shall perform the following:
1. Furnish all utilities necessary for the work.
 2. Comply with all rules, regulations and ordinances of all municipal, state or other authorities having jurisdiction and obtain and pay for any license required.
 3. ~~Call DIG Safe 811 and determine location of all underground utilities and structures in the vicinity of the boring locations in order to avoid any interference. Any damage caused to underground utilities and structures by the Contractor shall be repaired at the expense of the Contractor.~~
 4. Secure coverage by Workmen’s Compensation Insurance as required by law. Provide Public Liability Insurance in the amount of \$1,000,000 per occurrence, \$1,000,000 aggregate and Property Damage Liability Insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate. Furnish certificates to the Owner as requested prior to commencing work. No access to the property shall be granted until Owner is satisfied that all insurance certifications are in order.
 5. ~~Fill or otherwise close the upper part of each boring hole/asphalt core at completion of the work, unless otherwise instructed, and leave the site on the condition found prior to the start of work. *Should settlement of backfilled testing locations exceed 1” depth Geotechnical Service agrees to promptly return to site to rectify the condition to the satisfaction of the owner*~~
 6. A NYS registered Geotechnical Engineer shall determine if additional testing is required for geotechnical evaluations and recommendations, and notify the Architect and/or Landscape Architect immediately.
 7. The NYS registered Geotechnical Engineer shall have a fully Qualified Representative present at the site during all boring and sampling operations. The Qualified Representative shall be under the direct supervision of the hired NYS Geotechnical Engineer.

PART 2 – OPERATION

2.1 ACCESS AND LAYOUT

- A. Prior to submitting your proposal, the Contractor is encouraged to visit the Project site to properly evaluate site access, the scope of services and other existing site features first hand.
- B. The Contractor shall contact the following person to schedule site access and make necessary arrangements:
Frank Martinelli, Head Groundsman
fmartinelli@sweethomeschools.org
716-250-1349
- C. The Contractor shall layout the location of all test locations in accordance with the attached location map. Layout shall be by means of accepted surveying methods.

2.2 INFILTRATION TESTS (IT) OPERATION

- A. ~~Shall be performed in accordance with the NYSDEC Stormwater Management Design Manual, latest edition.~~

- ~~B. Install casing (solid 4-6 inch diameter, 30" length) to 24" below the anticipated system subgrade (5'-0" below existing grade).~~
- ~~C. Remove any soiled surface and provide a natural soil interface into which water may percolate. Remove all loose material from casing. Upon the tester's discretion, a two (2") in layer of coarse sand or fine gravel may be placed to protect the bottom from scouring and sediment. Fill casing with clean water to a depth of 24" inches and allow to pre-soak for twenty-four hours.~~
- ~~D. Twenty-four hours later, refill casing with another 24" of clean water and monitor water level (measured drop from the top of the casing) for 1 hour. Repeat this procedure (filling the casing each time) three additional times, for a total of four observations, or the value of the last observation. The final rate shall be reported in inches per hour.~~
- ~~E. May be done through a boring or open excavation as described in NYS DEC, Division of Water published in Standards of Wastewater Treatment Works, 1988 or latest revision.~~
- ~~F. Upon completion of the testing, the casing shall be immediately pulled, and the test pit shall be backfilled, seeded and mulched (for lawn conditions); or shall be backfilled using existing compacted onsite subbase materials and min. 6" asphalt patch (for paved conditions).~~
- ~~**G. Should settlement of backfilled testing locations exceed 1" depth Geotechnical Service agrees to promptly return to site to rectify the condition to the satisfaction of the owner**~~

2.3 TEST PIT (TP) OPERATION

- ~~A. The Contractor shall layout the location of all test pits in accordance with the Location Plans. Layout shall be by means of accepted surveying methods.~~
- ~~B. Provide hollow stem auger boring with continuous sampling of soils or excavated with earth moving equipment. Investigate each test boring to a depth of ten (10) feet or practical refusal.~~
- ~~C. Backfill holes after completion of work.~~
- ~~D. Notify the Architect immediately if rock, groundwater, or other unusual surface conditions are encountered to determine additional test pits that may be necessary.~~

2.4 SOIL BORING (SB) and DEEP SOIL BORING (DSB) OPERATION

- ~~A. The Contractor shall layout the location of all test holes/asphalt cores in accordance with the Location Maps. Layout shall be by means of accepted surveying methods.~~
- ~~B. Provide hollow stem auger boring with continuous sampling of soils. Investigate each test boring to a depth of twenty-five (25) feet or practical refusal. At soil boring locations designed as DSB, advance the boring to suitable depth as required (50-foot minimum or to practical refusal) to determine Seismic requirements and design parameters to meet the requirements of the New York State Building Code.~~
- ~~C. Perform Standard Penetration Testing in general conformance to ASTM D1586-08a "Standard Test Methods for Penetration Test and Split Barrell Sampling of Soils."~~
- ~~D. Backfill holes after completion of work.~~
- ~~E. Notify the Architect immediately if rock, groundwater, or other unusual surface conditions are encountered to determine additional borings that may be necessary.~~

2.5 TOPSOIL TESTING/ANALYSIS and SOIL CLASSIFICATION OPERATION

- ~~A. The Contractor shall layout the location of all topsoil testing locations in accordance with the Site Test Location Plan. Layout shall be by means of accepted surveying methods.~~
- ~~B. Provide a handheld soil probe with continuous sampling of soils. Investigate each test probe to a topsoil depth or practical refusal.~~

- C. ~~Notify the Architect immediately if rock, groundwater, or other unusual surface conditions are encountered to determine additional borings that may be necessary.~~

2.6 ASPHALT CORE (AC) OPERATION

- A. ~~The Contractor shall layout the location of all asphalt cores in accordance with the Site Test Location Plan. Layout shall be by means of accepted surveying methods.~~
- B. ~~Provide hollow stem auger boring with continuous sampling of soils. Investigate each asphalt core to a depth of twenty-four (24) inches or practical refusal.~~
- C. ~~Backfill holes after completion of work with existing compacted onsite subbase material and min. 6" asphalt patch. If asphalt core is in a track area, the patch shall be recessed one-half inch to accommodate resilient track surface patch. Patch shall be obtained and installed by geotechnical engineering firm.~~
- D. ~~Notify the Architect immediately if rock, groundwater, or other unusual surface conditions are encountered to determine if additional asphalt cores may be necessary.~~

PART 3 – EXECUTION: Findings Report

3.1 INFILTRATION TESTS (IT)

- A. Report to include infiltration rate in inches per hour for each run and final stabilized rate.
- B. Report to include depth to design grade of infiltration point (elevation 5' below existing finish grade).
- C. Soil classification of soil, at each strata, based on AASHTO M-145 Soil Classification Groups and Unified Soil Classification System as determined by ASTM D2487.

3.2 TEST PIT and SOIL BORING LOGS

- A. The Contractor shall submit a rough log record for each completed test. The logs shall include the following information
 - 1. Name of project, test hole designation and date.
 - 2. Name of test boring contractor
 - 3. Vertical graphical scale representation of each hole showing
 - a. Grade elevation
 - b. Depth of topsoil
 - c. Depth, graphically indicated for each foot, numbers at one-foot intervals
 - d. Soil classification at each strata according to the following scale, using AASHTO M-145 Soil Classification Groups and Unified Soil Classification System as determined by ASTM D2487:
 - 1. Grain size – gravel, sand, silt or clay. Gravel and sand further classified as coarse or fine.
 - 2. Moisture content – dry, wet or moist
 - 3. Consistency – hard, plastic, liquid for clays, Loose, compacted or cemented for other materials
 - 4. Color, gray, blue, red or yellow for clays, Yellow, white or brown for other materials.
 - e. Limits of each strata.
 - f. Limits of any fill materials.
 - g. Notation of unusual conditions (groundwater, etc.)
 - h. Ground water elevation
 - 4. Soil classification of soil, at each strata, based on AASHTO M-145 Soil Classification Groups and Unified Soil Classification System as determined by ASTM D2487.

3.3 TOPSOIL TESTING and ANALYSIS (TA)

- A. Report to include topsoil depth, pH, organics and nutrient analysis with recommendations.

3.4 ASPHALT CORE (AC) LOGS and PAVEMENT EVALUATION

- A. Report to include depth of asphalt (separated into top course and binder), depth and composition of sub-base stone, indication of any soil stabilization fabric, description of soil beneath all stone, and any moisture condition within the core.
- B. Provide gradation (sieve analysis) of sub-base aggregate at each test pit/asphalt core.
Provide classification of the soil located below the asphalt subbase stone based on AASHTO M-145 Soil Classification Groups and Unified Soil Classification System as determined by ASTM D2487.
- C. Provide one (1) Laboratory CBR test on a subgrade sample. Provide a CBR based on SPT N values for all remaining asphalt coring locations.
- D. Provide recommendations for light, medium and heavy duty vehicular traffic including, but not limited to, type of soil stabilization fabric, depth and type of subbase stone, depth and type of asphalt to be used for each traffic condition.
- E. Provide photo of each asphalt core with measurement instrument for records. Once photos are performed to show depths, they can be disposed of.

3.5 NEW BUILDING/ADDITION FOUNDATION DESIGN PARAMETERS and RECOMMENDATIONS

- A. The Geotechnical Report shall also include recommendations related to the Foundation Design Requirements for the proposed new building/addition based on the results of the subsurface exploration program, soil borings and knowledge of the site and/or surrounding areas. The contents shall be organized to include the following, as a minimum:
 - 1. An evaluation of the subsurface conditions including foundation design parameters and recommendations for the type of foundation system that best suites the proposed site, subsurface conditions encountered and the proposed type of building construction. The foundation design parameters shall include, but are not limited to, bearing pressures, bearing elevations, specific foundation design recommendations and requirements and unusual requirements.
 - 2. Assessment of the implications of the fill on the foundations, slabs on grade, and any retaining walls that may be planned for the building site.
 - 3. Evaluation of the adequacy of the subsurface soils to support conventional spread footings. Provide a design net allowable load bearing capacity of the soil and recommend footing bearing elevations. If subsurface conditions are such that a shallow foundation system is not advisable, or is not cost effective, provide recommendations, and design parameters for a deep foundation system.
 - 4. Determine the maximum expected total and differential foundation settlement.
 - 5. Potential settlement analysis and supporting laboratory tests performed (if required) to validate recommendations.
 - 6. Discussions of construction procedures and recommendations regarding recommended site preparation and recommended subsurface preparation that support the type of foundation system and foundation design parameters recommended that are specific to the conditions anticipated for the site and the project.
 - 7. Discussions of design parameters, construction procedures and recommendations regarding temporary excavation and temporary protection during constructions, including, but not limited to sheeting, underpinning and temporary dewatering systems.

8. Discussions of construction procedures and recommendations regarding construction near and adjacent to existing building footings (existing footing or foundation drawings not available at this time). Provide setback recommendations for clear space between existing and proposed building footings.
9. Discussions of construction procedures and recommendations for footings to bear on, or have the potential to bear on compacted fill, provide requirements for the compacted fill in accordance with Section 1803.5.8.
10. Provide design parameters for earth-retaining structures, both restrained and unrestrained at the top of wall.
11. Determine if groundwater is expected to be encountered during excavation for foundations and, if so, recommend procedures for managing it.
12. Concrete slab-on-grade and pavement design parameters and recommendations, including subgrade modulus.
13. General earthwork and fill recommendations for the site fill, building structural fill, pavement fill and construction backfill, including applicable compaction requirements.
14. Lateral earth pressures and design parameters for walls below grade, including backfill, compaction and sub drainage, and their requirements.
15. Frost penetration depth and effect.
16. Analysis of soils to ascertain the presence of potential expansive, deleterious, chemically active or corrosive materials or conditions, or presence of gas. Expansive soils shall be as defined by Section 1803.5.3 of the 2018 IBC. If these soil types are present, provide recommendations of procedures to mitigate their effect.
17. Evaluation of depth of material requiring rock excavation and methods of removal, if applicable.
18. Provide recommendations for foundation drainage.
19. Seismic requirements and design parameters to meet the requirements of the New York State Building Code. Evaluate the Seismic Design Category, as defined in Chapter 16 of the 2018 IBC.
 - i. If the Seismic Design Category of the proposed construction is C or greater, evaluate the potential hazards of slope instability, liquefaction, settlement, and surface rupture per Section 1803.5.11 of the 2018 IBC.
 - ii. If the Seismic Design Category is D, E, or F, determine the lateral pressures on basement walls and retaining walls, and assess the potential consequences of liquefaction and soil strength loss per Section 1803.5.12 of the 2018 IBC.

3.6 GENERAL SITE DESIGN PARAMETERS and RECOMMENDATIONS

- A. The Geotechnical Report shall also include recommendations related to general site design based on the results of the subsurface exploration program, soil borings and knowledge of the site and/or surrounding areas. The contents shall be organized to include the following, as a minimum:
 1. Assessment of the implications of the fill on the foundations, slabs on grade, and any retaining walls that may be planned for the building site.
 2. Provide design parameters for earth-retaining structures, both restrained and unrestrained at the top of wall.
 3. Determine if groundwater is expected to be encountered during excavation for utilities and, if so, recommend procedures for managing it.
 4. Concrete slab-on-grade and pavement design parameters and recommendations, including subgrade modulus.
 5. General earthwork and fill recommendations for the site fill, building structural fill, pavement fill and construction backfill, including applicable compaction requirements.

6. Lateral earth pressures and design parameters for walls below grade, including backfill, compaction and sub drainage, and their requirements.
7. Frost penetration depth and effect.
8. Analysis of soils to ascertain the presence of potential expansive, deleterious, chemically active or corrosive materials or conditions, or presence of gas. Expansive soils shall be as defined by Section 1803.5.3 of the 2018 IBC. If these soil types are present, provide recommendations of procedures to mitigate their effect.
9. Evaluation of depth of material requiring rock excavation and methods of removal, if applicable.
10. Location of ground water during drilling operations and after the completion of each boring location. If deemed applicable based on field observations during the drilling operations, include monitoring wells as required such that the elevations of the ground water can be documented prior to leaving the site at the completion of the on-site subsurface exploration operations. The report shall include an estimate of the potential variations in elevation and movement of subsurface water due to seasonal influences. Include recommendations for anticipation of and management of groundwater for design of structures and pavements. Also, include the same for control and management during construction operations.

3.7 ~~CLEAN-UP AND RESTORATION~~

- ~~A. During the contract and at intervals as directed by the Architect and as geotechnical fieldwork is completed, clear the site of surplus earth, large surface stones, debris, tools and equipment. Leave the site in a clean, safe, well draining and neat condition to the satisfaction of the Owner.~~
- ~~B. *Geotechnical Service is responsible for any rutting, tracking, or damages to District property that come as a result from geotechnical services. Any excessive damage to lawn areas, such as deep rutting, or permanent tracking, as identified by the Owner and/or Architect, shall be repaired back to their existing conditions, and the site left in a clean, safe, well-draining condition to the satisfaction of the Owner. Acceptable repairs include filling ruts with topsoil, seeding, and mulching.*~~
- ~~C. *Should settlement of backfilled testing locations exceed 1" depth Geotechnical Service agrees to promptly return to site to rectify the condition to the satisfaction of the owner.*~~

3.8 COMPLETION

- A. Two copies of the final report printed and electronic copy shall be submitted to the Landscape Architect. Two copies of the final report shall be submitted to the Architect. The final report shall include
 1. Site Test Location Plan
 2. Borings, Test Pits, Asphalt Cores and Infiltration Log Records
 3. Geotechnical Evaluation and Recommendations Report

PART 4 – MEASURE AND PAYMENT

4.1 MEASURE FOR PAYMENT

- A. Lump sum for all cores, topsoil analysis, soil classification, pavement evaluation, sieve analysis, test pits/borings/holes, design parameters/recommendations and Geotechnical Report

4.2 PAYMENT



- A. The Owner will make payment to the Contractor within 30 days after completion, invoicing and certification of acceptance by the Architect.

Cc: Appel Osborne Landscape Architecture
Young + Wright Architecture
Structural Engineer
Sweet Home Central School District
File



TERMS AND CONDITIONS FOR GEOTECHNICAL ENGINEERING SERVICES AGREEMENT

Page 1 of 3

1.0 SERVICES

1.1 CME Engineering Group, DPC (hereinafter called "CEG") will provide services to Client in accordance with these Terms and Conditions, the attached CEG 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 CEG will prepare and submit reports of services performed. Both parties shall consider reports to be confidential instruments of service and the property of CEG. CEG will distribute reports only to those persons specifically designated by the Client in writing. CEG may provide reports in an electronic format; however, the paper original prepared by CEG shall remain the final product of CEG's services. CEG will retain pertinent records relating to service reports for a period of three years following submission of the report.

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

1.4 CEG 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, CEG 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 CEG and all CEG equipment needed to perform the services on the project. While CEG 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 CEG 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 CEG 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 CEG can complete the contracted service scope. If a change, addition, or deletion to said planned improvements, structures or scope is made after CEG 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 CEG'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 CEG's Additional Services; and to order, at the Client's expense, CEG's services.

3.0 GENERAL CONDITIONS

3.1 **STANDARD OF CARE**-CEG 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 CEG's proposal, contract, and written and oral reports, all of which warranties are hereby expressly disclaimed. CEG shall not be responsible for the acts or omissions of Client, its contractors, agents, and consultants. CEG may rely upon information supplied by Client, its contractors, agents and consultants, or information available from generally accepted reputable sources, without independent verification, and CEG assumes no responsibility for the accuracy thereof.

3.1.1 In accepting CEG's reports of observations and tests, and CEG's opinions expressed thereon, performed pursuant to this agreement, the Client agrees that the extent of CEG'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 CEG and that the data, interpretations, and opinions of CEG are based solely on the information available to CEG. CEG 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 CEG. Client agrees to indemnify and hold CEG 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 CEG.

Client: Sweet Home Central School District c/o Appel Osborne
CEG Proposal/Agreement No.: 01.287

TERMS AND CONDITIONS FOR GEOTECHNICAL ENGINEERING SERVICES AGREEMENT

Page 2 of 3

3.2 INSURANCE-CEG 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 CEG 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. CEG will, upon request, file certification of such insurance coverage with Client, prior to the commencement of services hereunder. CEG's proposal and fees are based on CEG'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-CEG 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 CEG is not an insurer and CEG's fees for its services to be provided hereunder are based solely upon the value of services provided, as determined by CEG in its sole discretion. Therefore, to the fullest extent permitted by law, the total cumulative liability of CEG, 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 CEG 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. CEG's consideration to Client for this limit of liability is specially reflected in CEG's fees for services under this Agreement as such fees are less than CEG 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 CEG'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 CEG. 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 CEG increasing CEG's limit of liability. The additional cost is not an insurance cost. Client is cautioned that if Client chooses not to increase CEG's liability exposure hereunder, this is a limited liability Agreement limiting the liability of CEG 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 CEG, 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 CEG for services and expenses in accordance with the attached Proposal. CEG'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 CEG for lien or collecting any delinquent amount, including, without limitation, attorney and filing fees and expenses. Client agrees that CEG's right to payment shall not be conditioned upon payment by a third party.

3.6 CONSTRUCTION PHASE-CEG 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 CEG 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 CEG's judgment, general requirements. Client understands and agrees that CEG shall not supervise, direct, or have control over Contractor's Work nor shall CEG 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 CEG 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. CEG 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. CEG shall not have the right of rejection or the right to stop the Work. CEG, 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.

Client: Sweet Home Central School District c/o Appel Osborne
CEG Proposal/Agreement No.: 01.287

TERMS AND CONDITIONS FOR GEOTECHNICAL ENGINEERING SERVICES AGREEMENT

Page 3 of 3

3.7 HAZARDOUS ENVIRONMENTAL CONDITIONS-Client shall advise CEG of any hazardous environmental conditions and wastes at or near the site at which CEG is to perform services. If CEG discovers hazardous environmental conditions or wastes after CEG commences services, or if CEG discovers the nature or extent of hazardous environmental conditions or wastes differs materially from what Client advised CEG, both Parties agree that CEG'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 CEG remain the property of the Client while in the custody of CEG. CEG will dispose of all unconsumed samples thirty (30) days after submission of test report to Client, in a manner deemed appropriate by CEG. Samples consumed in the testing process will be discarded immediately after test completion. CEG 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 CEG 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, CEG 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 CEG's commencement of services which are not noted in CEG'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 CEG in writing. The ordering of the services from CEG shall constitute acceptance of the terms of CEG'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 CEG 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 CEG for convenience or cause. CEG 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 CEG has been paid in full all amounts due for services, expenses, and other related charges. Client shall reimburse CEG 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 CEG'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.

Client: Sweet Home Central School District c/o Appel Osborne
CEG Proposal/Agreement No.: 01.287



6035 Corporate Drive
East Syracuse, New York 13057
(315) 701-0522
(315) 701-0526 (Fax)

www.cmeassociates.com

ARTICLE 4 ATTACHMENT TO REQUEST FOR PROPOSAL (AIA C202 - 2015)

Project: Sweet Home Central School District – 2025 CIP Project
1901 Sweet Home Road
Amherst, New York 14228

Owner: Sweet Home Central School District
Attn: Emily Mrozek, Supervisor of Buildings and Grounds
Email: emrozek@sweethomeschools.org
Phone: 716.250.1443

cc: Frank Martinelli, Head Groundsman
Email: fmartinelli@sweethomeschools.org
Phone: 716.250.1349

Landscape Architect: Appel Osborne Landscape Architecture
Attn: Timothy C. Lobczowski, RLA, LEED AP, ASLA, Partner
Via email: tlobczowski@appelosborne.com

Subsurface Exploration Services: CME Associates, Inc. CME Proposal No.: 05.8420

Proposal Date: March 12, 2026 Page 1 of 3

SCOPE OF WORK

CME's Scope of Geotechnical Subsurface Exploration Services is based on our review of the exploration locations provided on Site Plans provided by Client for the Sweet Home Central School District – 2025 CIP Project.

CME's scope of work includes advancing three (3) soil borings, five (5) deep soil borings and seven (7) test pits, collecting three (3) topsoil samples and compositing into one (1) sample for testing, conducting three (3) infiltration tests with adjacent soil profile borings, extracting five (5) asphalt cores, conducting laboratory analysis and providing drill rig supervision at two (2) separate sites (see below).

Please Note: CME's proposed Scope of Work does not include Geotechnical Recommendation Services. CME Engineering Group, D.P.C. (CEG) will send a proposal for these services under separate cover.

Maplemere Elementary School	Sweet Home High School
<ul style="list-style-type: none">• 4 Deep Soil Borings• 3 Topsoil Samples• 3 Asphalt Cores• 1 Infiltration Test	<ul style="list-style-type: none">• 3 Soil Borings• 1 Deep Soil Boring• 2 Asphalt Cores• 2 Infiltration Tests• 7 Test Pits

- One (1) Mobilization/Demobilization of an ATV Drill Rig and Crew for the project.
- UDIG NY notifications and response reviews (2 sites).
- Field layout, marking for UDIG NY and GPS coordinates (2 sites).
- **Private Utility clearing is required at all exploration locations and is the responsibility of others.**
- Advance three (3) shallow soil borings to a depth of 25-feet or practical refusal with continuous sampling from 0-10 feet, and standard thereafter.



- Advance five (5) deep soil borings to a depth of 50-feet or practical refusal with continuous sampling from 0-10 feet, and standard thereafter.
- In lieu of test pits, advance seven (7) soil borings to a depth of 10-feet or practical refusal with continuous sampling from 0-10 feet.
- Collect three (3) topsoil samples and composite into one (1) sample for laboratory analysis (pH, organic content and nutrients).
- Advance three (3) infiltration tests (ITs) soil profile borings to a depth of 7-feet.
- Install three (3) IT test casings in soil borings to a depth of 5-feet offset from the soil profile borings and run IT tests.
- Extract five (5) asphalt cores and sample to a depth of 2-feet.
- Laboratory analysis for geotechnical index parameters.
- Review of soil samples and asphalt cores by a NYS-licensed Professional Geologist.
- Prepare and compile electronic soil boring logs, infiltration test forms, GPS data and site plans, asphalt core summaries, asphalt core photographs and laboratory data.

FEE PROPOSAL

<u>Service Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Fee</u>	<u>Estimated Cost</u>
Mobilization/Demobilization of an ATV Drill Rig and Crew.....	1	Each	\$4,800.00	\$4,800.00
UDIG Notifications and Response Review	2	Each	\$150.00	\$300.00
Exploration Layout and GPS Coordinates.....	1	Job	\$1,100.00	\$1,100.00
Collect Topsoil Samples.....	1	Job	\$200.00	\$200.00
Topsoil Analysis (pH, Organics and Nutrients)	1	Test	\$170.00	\$170.00
Extract Asphalt Cores, Subbase Samples & Repair Pavement.....	5	Each	\$165.00	\$825.00
Hollow Stem Auger Boring with Sampling (0 - 50-foot depth).....	395	Lf	\$42.00	\$16,590.00
Hollow Stem Auger Boring with Sampling (50 - 100-foot depth) ..	0	Lf	\$60.00	\$0.00
Soil Profile Boring to 7-feet	3	Each	\$300.00	\$900.00
Install Casing at 3 feet and Run Tests	3	Each	\$900.00	\$2,700.00
N Series Rock Coring.....	0	Lf	\$130.00	\$0.00
Senior Project Manager/Professional Geologist.....	2	Hours	\$160.00	\$320.00
Project Manager/Professional Geologist	10	Hours	\$115.00	\$1,150.00
Staff Professional/Geologist.....	20	Hours	\$80.00	\$1,600.00
Laboratory Budget.....	2	Sites	\$500.00	\$1,000.00
Administrative Fee	1	Job	\$3,700.00	\$3,700.00
Estimated Current Cost				\$35,355.00

TOTAL FEE PROPOSAL: Thirty-five thousand three hundred fifty-five dollars and zero cents.

OPTIONAL TASK: Private Utility Clearing at Exploration Locations = \$2,500.00/day. Estimate two (2) days.

SCHEDULE: CME estimates that we can commence with field services within about 55 - 65 business days of notice to proceed (if proposal authorization is given by 3-20-26).

Note: Fieldwork should be coordinated with usage of the playing field as it will impact the area and access to the areas. Therefore, consideration should be given to conducting work following completion of sports seasons, which utilize the field. Spring weather is also likely to result in muddy conditions where rutting can occur.

INSURANCE: Our Schedule of Insurance is attached to this proposal.



NOTES:

- Private utility (drainage features, lighting, communication lines, etc.) clearance is required prior to the start of intrusive activities and will be the responsibility of others. **Note: UDIG NY does not mark private utilities onsite. If accurate private utility plans and indemnification are provided to CME prior to the start of work, then private clearing may not be required.**
- Rutting of site soil may occur during our work. **CME** will work with the onsite Facilities staff to minimize any damage as best as possible during the fieldwork. However, if work areas are excessively soft or wet, **CME** may not be able to access these areas without causing damage. As a result, work schedules may be delayed until conditions are better for conducting the work to avoid these issues.
- Any “excessive” damage (deep rutting or permanent tracking) will be evaluated by **CME**, **Owner** or **Owner’s** Facilities Representative and/or Architect prior to **CME** leaving the site and agreement made on the need for repairs (if any). **CME** will repair “excessive” damage by filling ruts with topsoil and/or seeding. Please note that this may not be possible initially if heavy equipment is required as this would also cause damage. Repairs will be made (if needed) and as practical. The **Owner** will be responsible for fixing soils that are not excessively rutted or tracked and have tire or track impressions that would rebound over time. We understand that boring locations are truck-accessible. Any access required to get to the exploration locations (i.e., removing fence, removing rubble, removing trees, etc.) will be provided by the **Client**.
- **CME** understands that this work is considered public work and the payment of prevailing wages to the **CME** drill crew is required.
- If sales tax applies to any portion of this work, it will be applied on our invoice.
- Please note, if the scope changes or the quantities differ from those presented herein, then **CME** will be compensated for additional work.
- **CME’s** Standard Terms and Conditions for Subsurface Exploration Services Agreement is attached and is considered part of this agreement. Please have **Client** carefully review these terms to establish their understanding of the services, their responsibilities, and the general conditions of our Agreement.

Mark Schumacher, P.G.

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

Sweet Home Central School District (Owner)

Date Signed (Agreement Date)

Signature Designates Agreement

Printed Name and Title

MS.cg

Attachments: *AIA Document C202-2015 (17 pages)*
Schedule of Insurance Maintained by CME Associates, Inc. (1 page)
CME’s Terms and Conditions for Subsurface Exploration Services (3 pages)
Private Utility Indemnification (1 page)
CME WBE Certificate (1 page)

DRAFT AIA® Document C202™ – 2015

Standard Form of Consultant's Services: Geotechnical Engineering

for the following **PROJECT**:
(Name and location or address)

«Sweet Home Central School District – 2025 CIP »
« Maplemere Elementary School »
« Sweet Home High School »

THE OWNER:
(Name, legal status, and address)

« Sweet Home Central School District »
« 1901 Sweet Home Rd, Amherst, NY, 14228 »

THE GEOTECHNICAL SUBCONTRACTOR ENGINEER: All places herein that reference **GEOTECHNICAL ENGINEER shall be GEOTECHNICAL SUBCONTRACTOR**
(Name, legal status, and address)

« »
« »

THE AGREEMENT

This Standard Form of Consultant's Services is part of the accompanying C103™-2015, Standard Form of Agreement between Owner and Consultant without a Predefined Scope of Consultant's Services dated the « » day of « » in the year « »
(In words, indicate day, month and year of the accompanying C103-2015.)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GEOTECHNICAL ENGINEER'S SERVICES
- 3 ADDITIONAL SERVICES

ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Geotechnical Engineer's performance of the services set forth in this document is based upon the information contained in this Article 1 and the Initial Information in C103-2015. If this information changes materially, the Owner and Geotechnical Engineer shall appropriately adjust the schedule, the Geotechnical Engineer's services, and the Geotechnical Engineer's compensation.

(List below information, including conditions or assumptions, which will affect the Geotechnical Engineer's performance.)

« »

§ 1.2 Property Information

§ 1.2.1 Legal or other description of the Property upon, or for which, the Geotechnical Engineer's services will be performed.

(Insert legal description of the Property, if known. Otherwise, describe the Property.)

« »

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Consultant's scope of services only and should be attached as an exhibit to AIA Document C103™-2015, Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services.

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§ 1.2.2 Site access is provided by the arrangement checked below:

[☒] The Owner has title to the Property and the right of entry for the Geotechnical Engineer to perform its services.

[☐] The Owner has secured permission for entry to the Property for the Geotechnical Engineer to perform its services from the following parties subject to the conditions identified below.

Permission for entry provided by:

(Insert names, addresses, and telephone numbers of the present owner or tenant who has given permission for entry to the Property.)

« »

Conditions:

(Insert conditions pertaining to the Geotechnical Engineer's access to the Property, such as time, noise, and equipment limitations.)

« »

§ 1.2.3 The Geotechnical Engineer shall contact the following person(s) to schedule and make necessary arrangements for access to the Property.

(Insert names, addresses, and telephone numbers.)

«Emily Mrozek, Supervisor of Buildings and Grounds»

~~srozler@sweethomeschools.org~~ 716-250-1443 »

~~emrozek@sweethomeschools.org~~

§ 1.2.4 The Owner shall provide the Geotechnical Engineer with documents in the Owner's possession, such as geotechnical reports and surveys, that contain relevant information about the existing condition of the Property, including information regarding boundary lines, topography, means of access to the site, utilities, encumbrances, and locations of structures that may be affected by the Project.

§ 1.3 Project Information

The Owner shall provide the following Project information, to the extent known, to the Geotechnical Engineer:

§ 1.3.1 The Owner's objectives for the Project, including a general description and anticipated design loads of the buildings and other improvements being considered.

§ 1.3.2 A site plan showing grades and locations of proposed building or other improvements being considered.

§ 1.3.3 Other: *(Specify)*

«- Attachment A- Location Map, with addresses.

- Attachment B – Maplemere Elementary Test Location Map »

- Attachment C – Sweet Home High School Test Location Map »

ARTICLE 2 GEOTECHNICAL ENGINEER'S SERVICES

~~§ 2.1.1 The Geotechnical Engineer's services shall be performed by qualified personnel under the supervision of a licensed professional permitted to practice geotechnical engineering in the jurisdiction in which the Project is located.~~

§ 2.1.2 The Geotechnical Engineer shall review the information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Geotechnical Engineer's services. The requirements of this Agreement shall be in addition to such laws, codes, and regulations. If a conflict exists between the requirements of the jurisdiction in which the Project is located and the requirements of this Agreement, the Geotechnical Engineer shall notify and consult with the Owner prior to proceeding with the services impacted by the conflict.

§ 2.1.3 The Geotechnical Engineer shall identify a benchmark at the site, record it in the Geotechnical Report, and reference field explorations to it as appropriate.

§ 2.2 Explorations and Testing

§ 2.2.1 The Geotechnical Engineer shall perform field explorations, including soils sampling and field testing, necessary for the planning and design of the Project and for preparation of the Geotechnical Report. The Geotechnical Engineer's explorations shall be consistent with the scope of the Project as determined through consultation with the Owner and Architect, and review of the Initial Information and any attached exhibits.

§ 2.2.2 The Geotechnical Engineer shall prepare a detailed plan for the Owner's approval, in consultation with the Owner and Architect, indicating the nature and location of all proposed field explorations. The Geotechnical Engineer's plan shall include, at a minimum, information regarding the type, number, location, and depth of proposed soil borings and other explorations. If the Geotechnical Engineer finds it necessary to change the location or depth of any of these proposed borings, the Geotechnical Engineer shall notify the Owner and Architect and a new location or depth shall be agreed upon between the Owner and Geotechnical Engineer, in consultation with the Architect.

§ 2.2.3 The Geotechnical Engineer shall perform laboratory tests necessary for the planning and design of the Project and for preparation of the Geotechnical Report. The Geotechnical Engineer shall provide a detailed plan, for the Owner's review and approval, of the Geotechnical Engineer's proposed laboratory tests.

§ 2.2.4 If the Geotechnical Engineer encounters unusual and unanticipated conditions, including materials which cannot be penetrated by standard sampling equipment, the Geotechnical Engineer shall immediately consult with the Owner and Architect.

§ 2.2.5 The Geotechnical Engineer shall advise the Owner and Architect as to any additional explorations and tests necessary for the Geotechnical Engineer to assess the conditions at the Property. The Geotechnical Engineer shall perform such additional work only as authorized by the Owner and after consultation with the Architect.

§ 2.2.6 The Geotechnical Engineer shall perform all field explorations and lab tests in accordance with current applicable ASTM International (ASTM) standards or other standards approved in advance by the Owner. The Geotechnical Engineer shall record all data in the field and reference it to the appropriate exploration point numbers. When collecting soil samples, the Geotechnical Engineer shall classify soils in field logs in accordance with applicable ASTM standards or other standards, including ASTM D2488 Standard Practice for Description and Identification of Soils. The classification for final logs shall be based on field information, plus results of tests and further inspection of samples in the laboratory by the Geotechnical Engineer preparing the reports in accordance with ASTM D2487 Standard Practice for Classification of Soils for Engineering Purposes or other Owner-approved standards.

§ 2.2.7 All samples collected by the Geotechnical Engineer are the Owner's property and shall be preserved according to Section 2.4. All field logs shall be prepared by the Geotechnical Engineer or by an experienced soils technician or experienced driller acting under the supervision of the Geotechnical Engineer.

§ 2.2.8 The Geotechnical Engineer shall take reasonable precautions to prevent damage to the Property, both visible and concealed, and shall reasonably restore the Property to the condition existing prior to the Geotechnical Engineer's entry. Such restoration includes backfilling of borings, patching of slabs and pavements, and repair of lawns and plantings. Each boring shall be capped pending additional groundwater readings. At the completion of the groundwater readings, the borings shall be permanently plugged, including patching of slabs and pavements.

§ 2.2.9 Prior to starting any field explorations, the Geotechnical Engineer shall contact the Owner and the appropriate public utility location service for information regarding buried utilities and structures. If requested by the Geotechnical Engineer and agreed to by the Owner, the Owner shall provide the services of a utility location firm to locate utilities not identified by a public utility location service.

§ 2.3 Geotechnical Report

~~**§ 2.3.1** The Geotechnical Engineer shall analyze the information gathered from the field explorations and lab tests performed under Section 2.2 and consult with the Owner and Architect regarding the design and engineering requirements of the Project. Based on such analysis, the Geotechnical Engineer shall provide a written Geotechnical Report to the Owner. The Geotechnical Engineer shall provide the Geotechnical Report and any related documents to~~

~~the Owner in a medium and format determined by the Owner and as required by the jurisdiction in which the Project is located. The Geotechnical Engineer shall sign and seal the Geotechnical Report as required by the jurisdiction in which the Project is located. The Geotechnical Engineer shall consult with the Owner and Architect regarding the information presented in the Geotechnical Report. The Geotechnical Report shall contain the following information:~~

~~§ 2.3.2 Background Information~~

~~§ 2.3.2.1 General description of the Project.~~

~~§ 2.3.2.2 List of all resources used in evaluation of the Property and preparation of the Geotechnical Report, including existing surveys and geotechnical reports.~~

~~§ 2.3.2.3 Narrative description of the history, existing features, and geology of the Property.~~

~~§ 2.3.3 Exploration and Test Results~~

~~§ 2.3.3.1 Record of the date and time of each field exploration.~~

~~§ 2.3.3.2 Plan showing dimensioned locations of each field exploration and equipment used.~~

~~§ 2.3.3.3 Identification of ASTM standards or other Owner approved standard sampling and test methods used.~~

~~§ 2.3.3.4 All data as required by the ASTM standards or other Owner approved standard sampling and test methods used.~~

~~§ 2.3.3.5 Chart illustrating the soil classification criteria, and defining the terminology and symbols used on the boring logs.~~

~~§ 2.3.3.6 Vertical sections for each boring, plotted and graphically presented to show (1) number of borings, (2) sampling method used, (3) date of start and finish, (4) surface elevations, (5) description of soil and thickness of each layer, (6) depth to loss or gain of drilling fluid, and (7) hydraulic pressure required or number of blows per foot (Standard Penetration Test N value for each sample). Where applicable, show depth to wet cave in, depth to artesian head, groundwater elevation and time when water reading was made, and presence of gases. Note the location of strata containing organic materials, wet materials, or other inconsistencies that might affect engineering conclusions.~~

~~§ 2.3.3.7 Description of the existing surface conditions and a summary of the subsurface conditions.~~

~~§ 2.3.3.8 Subsurface profiles of rock or other bearing stratum.~~

~~§ 2.3.3.9 Estimate of potential variations in elevation and movements of subsurface water due to seasonal influences.~~

~~§ 2.3.3.10 Description of laboratory testing performed, and a report of all results, including laboratory determinations of soil properties.~~

~~§ 2.3.3.11 Results of any percolation tests performed.~~

~~§ 2.3.3.12 Other: (Specify)~~

~~« Attachment D - Testing Notes and General Descriptions »~~

~~§ 2.3.4 Foundation Evaluation and Recommendations~~

~~As part of the Geotechnical Report, the Geotechnical Engineer shall prepare an evaluation and recommendations for the necessary areas of consideration pertaining to existing or proposed foundations, including the following:~~

~~§ 2.3.4.1 Foundation support of the structure and slabs, including bearing pressures, bearing elevations, foundation design recommendations, anticipated settlement, and need for ground improvement to mitigate against settlement, liquefaction, and other conditions encountered on the Property.~~

~~§ 2.3.4.2 Anticipation and management of groundwater for design of structures and pavements.~~

~~§ 2.3.4.3 Lateral earth pressures and requirements for design of below grade walls and trenches, including backfill, compaction, and subdrainage.~~

~~§ 2.3.4.4 Soil material and compaction requirements for the support of structures and pavements, and for site fill, construction backfill, and grading.~~

~~§ 2.3.4.5 Subgrade moduli for design of pavements or slabs.~~

~~§ 2.3.4.6 Temporary excavation and temporary protection, such as excavation sheeting, underpinning, and temporary dewatering systems.~~

~~§ 2.3.4.7 Site stability, including slope stability and settlement.~~

~~§ 2.3.4.8 Site seismic activity and seismic design information with references to current applicable building code.~~

~~§ 2.3.4.9 Frost penetration depth and effect.~~

~~§ 2.3.4.10 Effect of weather or construction equipment or both on soil conditions during construction.~~

~~§ 2.3.4.11 Presence of potentially expansive soils, deleterious, chemically active, or corrosive materials or conditions; or the presence of gas. The analysis shall not require the Geotechnical Engineer to provide environmental assessment services for the Project unless otherwise agreed to by the Geotechnical Engineer and Owner.~~

~~§ 2.3.4.12 Depth of material requiring rock or other difficult soil excavation and suggested methods of removal.~~

~~§ 2.3.4.13 Potential sustainable design elements and low impact development.~~

~~§ 2.3.4.14 Other: (Specify)~~

« - Attachment D – Testing Notes and General Descriptions »

§ 2.4 Samples

The Geotechnical Engineer shall dispose of samples as indicated below after all laboratory tests have been completed:

[☐] Discard

[☒] Retain at the Geotechnical Engineer's office, and remain open to inspection until

[☐] the end of the Project's Bidding or Negotiation Phase.

[☒] the Project's foundation installation is complete.

[☐] Substantial Completion.

[☐] Other: (Specify)

« »

§ 2.5 Design Phase Services

~~§ 2.5.1 During the design phase of the Project, the Geotechnical Engineer shall consult with the Owner and the Owner's other consultants regarding geotechnical aspects of the Project.~~

~~§ 2.5.2 The Geotechnical Engineer shall review, and provide written comments on, geotechnical aspects of drawings, specifications, and other design submittals prepared by the Owner and the Owner's other consultants.~~

~~§ 2.6 Construction Phase Services~~

~~During construction of the Project, the Geotechnical Engineer shall consult with the Owner and the Owner's other consultants regarding geotechnical aspects of the Project. If required, site visits shall be performed as an Additional Service in accordance with Article 3.~~

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Geotechnical Engineer shall provide the listed Additional Services only if specifically designated in the table below as the Geotechnical Engineer's responsibility.

(Designate the Additional Services the Geotechnical Engineer shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Geotechnical Engineer, Owner or Not Provided)	Location of Service Description (Section 3.2 below or an exhibit attached to this document and identified below)
§ 3.1.1 Ground Motion Studies		
§ 3.1.2 Bidding or Negotiation related Services		
§ 3.1.3 Ground Water Control		
§ 3.1.4 Earth Structures and Retention Systems		
§ 3.1.5 Preparation of Specifications		
§ 3.1.6 Geologic Mapping		
§ 3.1.7 Site Visits during Construction		
§ 3.1.8 Construction Phase Testing and Inspections		
§ 3.1.9 Ground Improvement		
§ 3.1.10 Other:		

§ 3.2 Insert a description of each Additional Service designated in Section 3.1 as the Geotechnical Engineer's responsibility, if not further described in an exhibit attached to this document.

ARTICLE 4 ATTACHMENTS BY GEOTECHNICAL ENGINEER

4.1 This is a prevailing wage rate project.

4.2 Proposal dated March 13, 2026.

4.3.1 Provide a fee for geotechnical services for Sweet Home Central School District to be completed within 30 days after authorization to proceed.

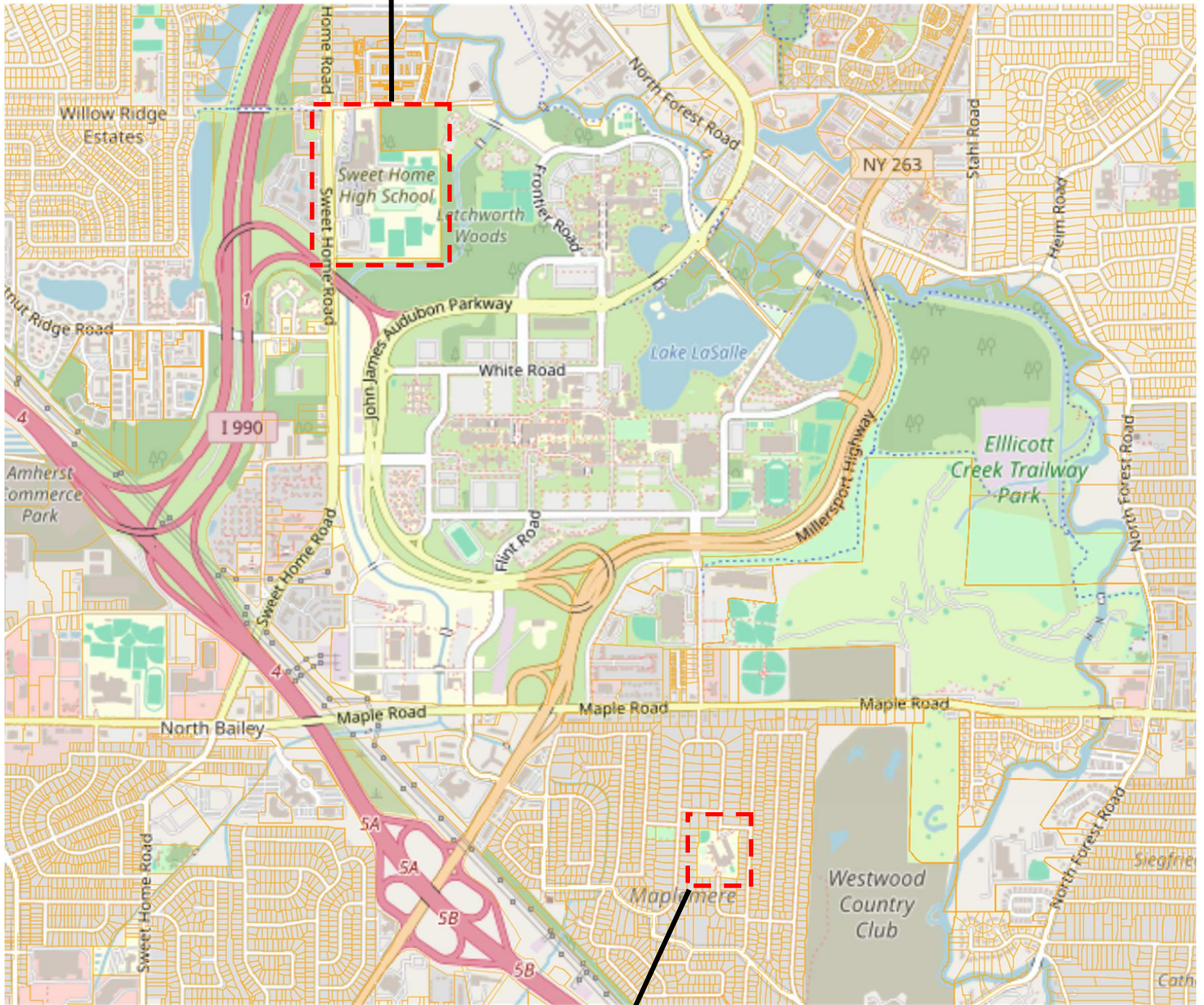
4.3.2 Provide hourly rate schedule for all personnel to be used for any additional work.

4.3.3 Provide unit prices for all tests/analysis noted in Attachment D in case additional studies are requested.

4.4 Provide a copy of liability insurance (min. \$1,000,000 coverage) rider naming the following on the policy as additionally insured:

Appel Osborne Landscape Architecture
Young + Wright Architecture
Sweet Home Central School District

Sweet Home High School
1901 Sweet Home Rd
Buffalo, NY 14228

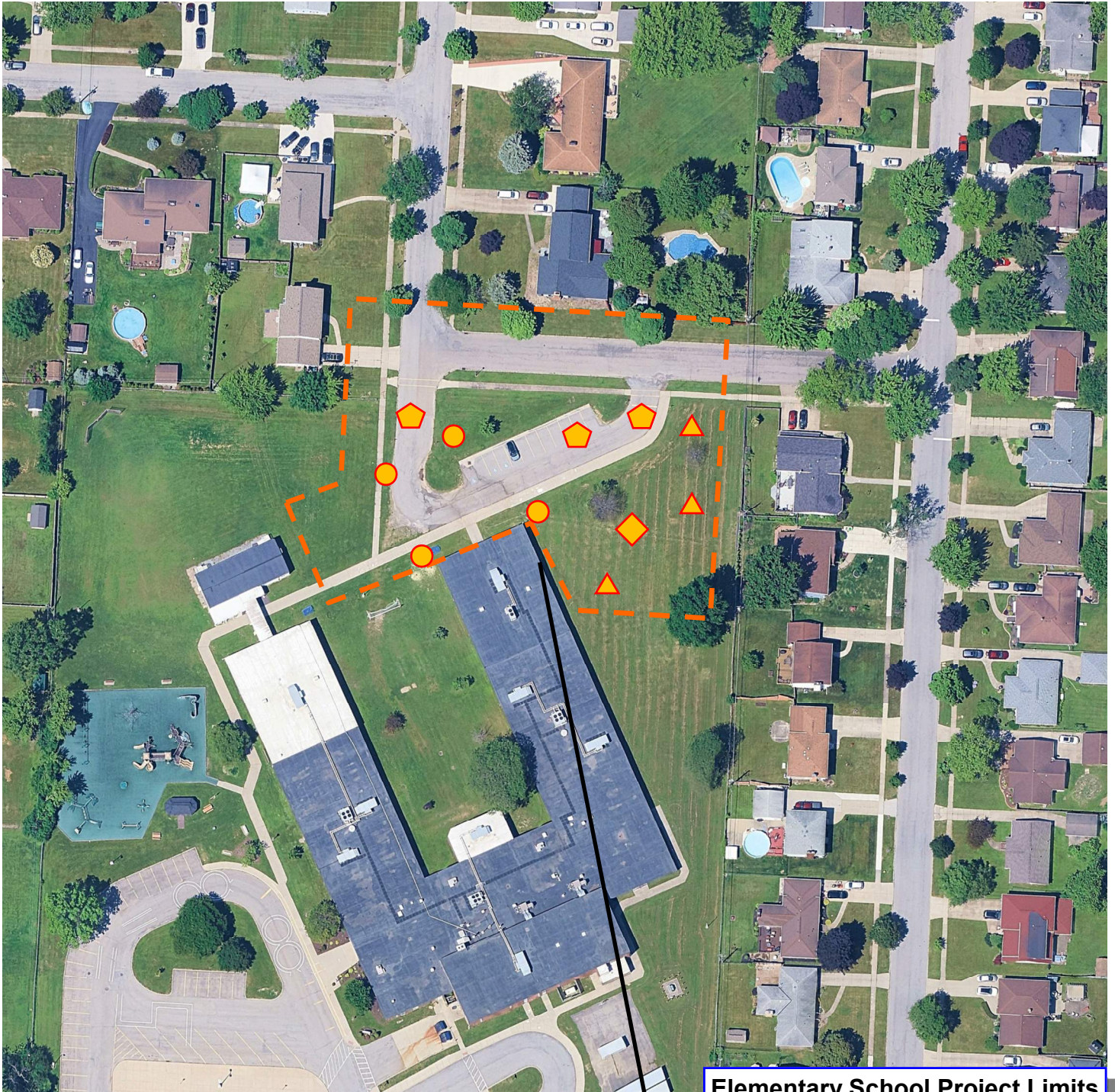


Maplemere Elementary
236 E Maplemere Rd
Amherst, NY 14221

Attachment A: Location Map Elementary and High School Sweet Home CSD - 2025 CIP

Map Source:
NYS GIS





Elementary School Project Limits
236 E Maplemere Rd
Amherst, NY 14221

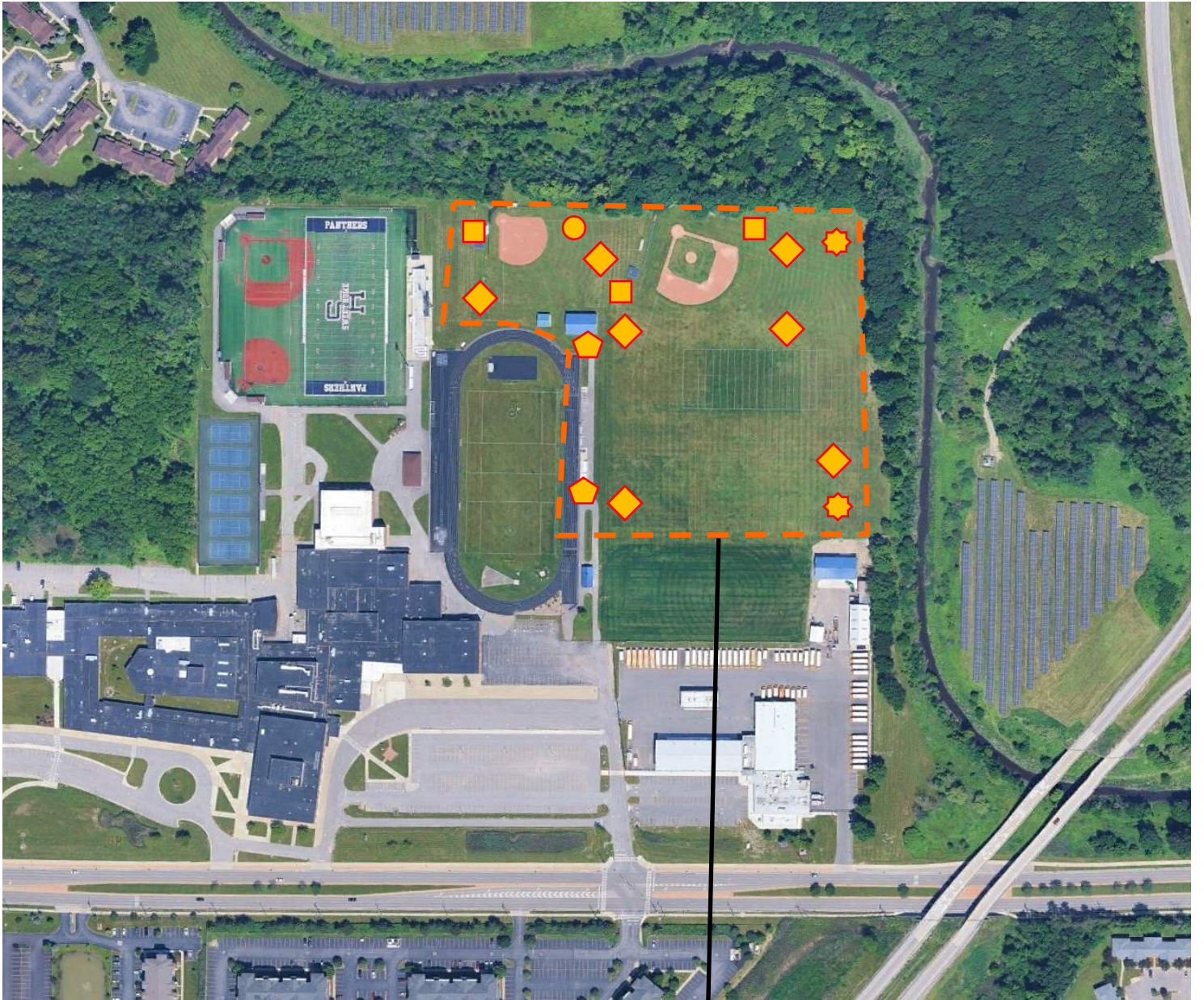
Legend

-  Deep Soil Boring
-  Topsoil
-  Asphalt Core
-  Test Pit / Infiltration Test

Attachment B: Test Location
Maplemere Elementary School
Sweet Home CSD - 2025 CIP

Map Source:
Google





Legend

-  Soil Boring
-  Deep Soil Boring
-  Topsoil
-  Asphalt Core
-  Infiltration Test
-  Test Pit

Map Source:
Google

High School Project Limits

1901 Sweet Home Rd
Buffalo, NY 14228

Attachment C: Test Locations
Sweet Home High School
Sweet Home CSD - 2025 CIP



ATTACHMENT D

REQUEST FOR PROPOSAL - SUBSURFACE SOIL INVESTIGATION

TESTING NOTES and GENERAL DESCRIPTIONS

2/6/2026

Sweet Home Central School District

1901 Sweet Home Rd
Amherst, NY, 14228

PART 1- GENERAL

- 1.1 OWNER:** The property Owner is Sweet Home Central School District, and hereafter is referred to as the [District] or Owner.
- 1.2 PROJECT:** The project involves determining soil profile, classification, topsoil depth, and infiltration information for the northern parking lot and eastern side of the building at Maplemere and the current athletic fields at the south east corner of the high school property.
- 1.3 SCOPE OF WORK**
- A. Furnish all labor, materials, tools, equipment, insurance, permits, licenses, and all other work or material necessary for:
 - 1. Layout of infiltration tests (IT), test pits (TP), soil boring (SB), deep soil boring (DSB), topsoil testing/analysis (TA), and asphalt cores (AC) shall be numbered in accordance with the attached location map(s).
 - a. Drilling of testing boring holes.
 - b. Digging test pits.
 - c. Obtaining soil boring and test pit samples.
 - d. Submitting soil boring and test pit logs.
 - e. Asphalt/Sub-base coring.
 - f. Providing asphalt pavement evaluation for light, medium and heavy-duty traffic.
 - g. Infiltration test results.
 - h. Topsoil analysis
 - i. Soil classification (ASTM D2487)
 - j. Provide an evaluation of the subsurface conditions as required to provide the requested foundation design parameters and recommendations for the type of foundation system that best suits the proposed site, subsurface conditions encountered, and the proposed type of building addition construction. The foundation design parameters shall include, but are not limited to, bearing pressures, bearing elevations, specific foundation design recommendations and requirements, and unusual requirements.
 - 2. ~~Submitting a final Geotechnical Report, including subsurface conditions revealed that will be relevant to the construction project. Provide any lab soil testing required for completion of the Geotechnical Report. All reports shall be prepared by and bear the signature of the supervising Registered Professional Engineer.~~
 - 3. Provide a qualified representative on site to supervise boring and sampling procedures per NYS Building Code Section 1802.5, ASTM D1586, D1587, D2113, and NYS DEC Standards.

- B. Investigation and report shall comply with the requirements of the 2020 New York State Uniform Fire Prevention and Building Code (“Uniform Code”), which references the 2018 International Building Code (2018 IBC) and the 2018 International Existing Building Code (2018 IEBC). Chapter 18 of the 2018 IBC is the applicable chapter of the code related to geotechnical investigations.

1.4 GENERAL CONDITIONS

- A. The Contractor shall perform the following:
1. Furnish all utilities necessary for the work.
 2. Comply with all rules, regulations and ordinances of all municipal, state or other authorities having jurisdiction and obtain and pay for any license required.
 3. Call DIG Safe 811 and determine location of all underground utilities and structures in the vicinity of the boring locations in order to avoid any interference. Any damage caused to underground utilities and structures by the Contractor shall be repaired at the expense of the Contractor.
 4. Secure coverage by Workmen’s Compensation Insurance as required by law. Provide Public Liability Insurance in the amount of \$1,000,000 per occurrence, \$1,000,000 aggregate and Property Damage Liability Insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate. Furnish certificates to the Owner as requested prior to commencing work. No access to the property shall be granted until Owner is satisfied that all insurance certifications are in order.
 5. Fill or otherwise close the upper part of each boring hole/asphalt core at completion of the work, unless otherwise instructed, and leave the site on the condition found prior to the start of work. ***Should settlement of backfilled testing locations exceed 1” depth Geotechnical Service agrees to promptly return to site to rectify the condition to the satisfaction of the owner***
 6. A NYS registered Geotechnical Engineer shall determine if additional testing is required for geotechnical evaluations and recommendations, and notify the Architect and/or Landscape Architect immediately.
 7. The NYS registered Geotechnical Engineer shall have a fully Qualified Representative present at the site during all boring and sampling operations. The Qualified Representative shall be under the direct supervision of the hired NYS Geotechnical Engineer.

PART 2 – OPERATION

2.1 ACCESS AND LAYOUT

- A. Prior to submitting your proposal, the Contractor is encouraged to visit the Project site to properly evaluate site access, the scope of services and other existing site features first hand.
- B. The Contractor shall contact the following person to schedule site access and make necessary arrangements:
Frank Martinelli, Head Groundsman
fmartinelli@sweethomeschools.org
716-250-1349
- C. The Contractor shall layout the location of all test locations in accordance with the attached location map. Layout shall be by means of accepted surveying methods.

2.2 INFILTRATION TESTS (IT) OPERATION

- A. Shall be performed in accordance with the NYSDEC Stormwater Management Design Manual, latest edition.

- B. Install casing (solid 4-6-inch diameter, 30" length) to 24" below the anticipated system subgrade (5'-0" below existing grade).
- C. Remove any soiled surface and provide a natural soil interface into which water may percolate. Remove all loose material from casing. Upon the tester's discretion, a two (2") in layer of coarse sand or fine gravel may be placed to protect the bottom from scouring and sediment. Fill casing with clean water to a depth of 24" inches and allow to pre-soak for twenty-four hours.
- D. Twenty-four hours later, refill casing with another 24" of clean water and monitor water level (measured drop from the top of the casing) for 1 hour. Repeat this procedure (filling the casing each time) three additional times, for a total of four observations, or the value of the last observation. The final rate shall be reported in inches per hour.
- E. May be done through a boring or open excavation as described in NYS DEC, Division of Water published in Standards of Wastewater Treatment Works, 1988 or latest revision.
- F. Upon completion of the testing, the casing shall be immediately pulled, and the test pit shall be backfilled, seeded and mulched (for lawn conditions); or shall be backfilled using existing compacted onsite subbase materials and min. 6" asphalt patch (for paved conditions).
- G. ***Should settlement of backfilled testing locations exceed 1" depth Geotechnical Service agrees to promptly return to site to rectify the condition to the satisfaction of the owner***

2.3 TEST PIT (TP) OPERATION

- A. The Contractor shall layout the location of all test pits in accordance with the Location Plans. Layout shall be by means of accepted surveying methods.
- B. Provide hollow stem auger boring with continuous sampling of soils or excavated with earth moving equipment. Investigate each test boring to a depth of ten (10) feet or practical refusal.
- C. Backfill holes after completion of work.
- D. Notify the Architect immediately if rock, groundwater, or other unusual surface conditions are encountered to determine additional test pits that may be necessary.

2.4 SOIL BORING (SB) and DEEP SOIL BORING (DSB) OPERATION

- A. The Contractor shall layout the location of all test holes/asphalt cores in accordance with the Location Maps. Layout shall be by means of accepted surveying methods.
- B. Provide hollow stem auger boring with continuous sampling of soils. Investigate each test boring to a depth of twenty-five (25) feet or practical refusal. At soil boring locations designed as DSB, advance the boring to suitable depth as required (50-feet minimum or to practical refusal) to determine Seismic requirements and design parameters to meet the requirements of the New York State Building Code.
- C. Perform Standard Penetration Testing in general conformance to ASTM D1586-08a "Standard Test Methods for Penetration Test and Split Barrell Sampling of Soils."
- D. Backfill holes after completion of work.
- E. Notify the Architect immediately if rock, groundwater, or other unusual surface conditions are encountered to determine additional borings that may be necessary.

2.5 TOPSOIL TESTING/ANALYSIS and SOIL CLASSIFICATION OPERATION

- A. The Contractor shall layout the location of all topsoil testing locations in accordance with the Site Test Location Plan. Layout shall be by means of accepted surveying methods.
- B. Provide a handheld soil probe with continuous sampling of soils. Investigate each test probe to a topsoil depth or practical refusal.

- C. Notify the Architect immediately if rock, groundwater, or other unusual surface conditions are encountered to determine additional borings that may be necessary.

2.6 ASPHALT CORE (AC) OPERATION

- A. The Contractor shall layout the location of all asphalt cores in accordance with the Site Test Location Plan. Layout shall be by means of accepted surveying methods.
- B. Provide hollow stem auger boring with continuous sampling of soils. Investigate each asphalt core to a depth of twenty-four (24) inches or practical refusal.
- C. Backfill holes after completion of work with existing compacted onsite subbase material and min. 6" asphalt patch. If asphalt core is in a track area, the patch shall be recessed one-half inch to accommodate resilient track surface patch. Patch shall be obtained and installed by geotechnical engineering firm.
- D. Notify the Architect immediately if rock, groundwater, or other unusual surface conditions are encountered to determine if additional asphalt cores may be necessary.

PART 3 – EXECUTION: Findings Report

3.1 INFILTRATION TESTS (IT)

- A. Report to include infiltration rate in inches per hour for each run and final stabilized rate.
- B. Report to include depth to design grade of infiltration point (elevation 5' below existing finish grade).
- C. Soil classification of soil, at each strata, based on AASHTO M-145 Soil Classification Groups and Unified Soil Classification System as determined by ASTM D2487.

3.2 TEST PIT and SOIL BORING LOGS

- A. The Contractor shall submit a rough log record for each completed test. The logs shall include the following information
 - 1. Name of project, test hole designation and date.
 - 2. Name of test boring contractor
 - 3. Vertical graphical scale representation of each hole showing
 - a. Grade elevation
 - b. Depth of topsoil
 - c. Depth, graphically indicated for each foot, numbers at one-foot intervals
 - d. Soil classification at each strata according to the following scale, using AASHTO M-145 Soil Classification Groups and Unified Soil Classification System as determined by ASTM D2487:
 - 1. Grain size – gravel, sand, silt or clay. Gravel and sand further classified as coarse or fine.
 - 2. Moisture content – dry, wet or moist
 - 3. Consistency – hard, plastic, liquid for clays, Loose, compacted or cemented for other materials
 - 4. Color, gray, blue, red or yellow for clays, Yellow, white or brown for other materials.
 - e. Limits of each strata.
 - f. Limits of any fill materials.
 - g. Notation of unusual conditions (groundwater, etc.)
 - h. Ground water elevation
 - 4. Soil classification of soil, at each strata, based on AASHTO M-145 Soil Classification Groups and Unified Soil Classification System as determined by ASTM D2487.

3.3 TOPSOIL TESTING and ANALYSIS (TA)

- A. Report to include topsoil depth, pH, organics and nutrient analysis with recommendations.

3.4 ASPHALT CORE (AC) LOGS and PAVEMENT EVALUATION

- A. Report to include depth of asphalt (separated into top course and binder), depth and composition of sub-base stone, indication of any soil stabilization fabric, description of soil beneath all stone, and any moisture condition within the core.
- B. Provide gradation (sieve analysis) of sub-base aggregate at each test pit/asphalt core.
Provide classification of the soil located below the asphalt subbase stone based on AASHTO M-145 Soil Classification Groups and Unified Soil Classification System as determined by ASTM D2487.
- C. Provide one (1) Laboratory CBR test on a subgrade sample. Provide a CBR based on SPT N values for all remaining asphalt coring locations.
- D. ~~Provide recommendations for light, medium and heavy duty vehicular traffic including, but not limited to, type of soil stabilization fabric, depth and type of subbase stone, depth and type of asphalt to be used for each traffic condition.~~
- E. Provide photo of each asphalt core with measurement instrument for records. Once photos are performed to show depths, they can be disposed of.

3.5 ~~NEW BUILDING/ADDITION FOUNDATION DESIGN PARAMETERS and RECOMMENDATIONS~~

- A. ~~The Geotechnical Report shall also include recommendations related to the Foundation Design Requirements for the proposed new building/addition based on the results of the subsurface exploration program, soil borings and knowledge of the site and/or surrounding areas. The contents shall be organized to include the following, as a minimum:~~
 - 1. ~~An evaluation of the subsurface conditions including foundation design parameters and recommendations for the type of foundation system that best suites the proposed site, subsurface conditions encountered and the proposed type of building construction. The foundation design parameters shall include, but are not limited to, bearing pressures, bearing elevations, specific foundation design recommendations and requirements and unusual requirements.~~
 - 2. ~~Assessment of the implications of the fill on the foundations, slabs on grade, and any retaining walls that may be planned for the building site.~~
 - 3. ~~Evaluation of the adequacy of the subsurface soils to support conventional spread footings. Provide a design net allowable load bearing capacity of the soil and recommend footing bearing elevations. If subsurface conditions are such that a shallow foundation system is not advisable, or is not cost effective, provide recommendations, and design parameters for a deep foundation system.~~
 - 4. ~~Determine the maximum expected total and differential foundation settlement.~~
 - 5. ~~Potential settlement analysis and supporting laboratory tests performed (if required) to validate recommendations.~~
 - 6. ~~Discussions of construction procedures and recommendations regarding recommended site preparation and recommended subsurface preparation that support the type of foundation system and foundation design parameters recommended that are specific to the conditions anticipated for the site and the project.~~
 - 7. ~~Discussions of design parameters, construction procedures and recommendations regarding temporary excavation and temporary protection during constructions, including, but not limited to sheeting, underpinning and temporary dewatering systems.~~

- ~~8. Discussions of construction procedures and recommendations regarding construction near and adjacent to existing building footings (existing footing or foundation drawings not available at this time). Provide setback recommendations for clear space between existing and proposed building footings.~~
- ~~9. Discussions of construction procedures and recommendations for footings to bear on, or have the potential to bear on compacted fill, provide requirements for the compacted fill in accordance with Section 1803.5.8.~~
- ~~10. Provide design parameters for earth retaining structures, both restrained and unrestrained at the top of wall.~~
- ~~11. Determine if groundwater is expected to be encountered during excavation for foundations and, if so, recommend procedures for managing it.~~
- ~~12. Concrete slab on grade and pavement design parameters and recommendations, including subgrade modulus.~~
- ~~13. General earthwork and fill recommendations for the site fill, building structural fill, pavement fill and construction backfill, including applicable compaction requirements.~~
- ~~14. Lateral earth pressures and design parameters for walls below grade, including backfill, compaction and sub drainage, and their requirements.~~
- ~~15. Frost penetration depth and effect.~~
- ~~16. Analysis of soils to ascertain the presence of potential expansive, deleterious, chemically active or corrosive materials or conditions, or presence of gas. Expansive soils shall be as defined by Section 1803.5.3 of the 2018 IBC. If these soil types are present, provide recommendations of procedures to mitigate their effect.~~
- ~~17. Evaluation of depth of material requiring rock excavation and methods of removal, if applicable.~~
- ~~18. Provide recommendations for foundation drainage.~~
- ~~19. Seismic requirements and design parameters to meet the requirements of the New York State Building Code. Evaluate the Seismic Design Category, as defined in Chapter 16 of the 2018 IBC.~~
 - ~~i. If the Seismic Design Category of the proposed construction is C or greater, evaluate the potential hazards of slope instability, liquefaction, settlement, and surface rupture per Section 1803.5.11 of the 2018 IBC.~~
 - ~~ii. If the Seismic Design Category is D, E, or F, determine the lateral pressures on basement walls and retaining walls, and assess the potential consequences of liquefaction and soil strength loss per Section 1803.5.12 of the 2018 IBC.~~

3.6 GENERAL SITE DESIGN PARAMETERS and RECOMMENDATIONS

- ~~A. The Geotechnical Report shall also include recommendations related to general site design based on the results of the subsurface exploration program, soil borings and knowledge of the site and/or surrounding areas. The contents shall be organized to include the following, as a minimum:~~
 - ~~1. Assessment of the implications of the fill on the foundations, slabs on grade, and any retaining walls that may be planned for the building site.~~
 - ~~2. Provide design parameters for earth retaining structures, both restrained and unrestrained at the top of wall.~~
 - ~~3. Determine if groundwater is expected to be encountered during excavation for utilities and, if so, recommend procedures for managing it.~~
 - ~~4. Concrete slab on grade and pavement design parameters and recommendations, including subgrade modulus.~~
 - ~~5. General earthwork and fill recommendations for the site fill, building structural fill, pavement fill and construction backfill, including applicable compaction requirements.~~

- ~~6. Lateral earth pressures and design parameters for walls below grade, including backfill, compaction and sub drainage, and their requirements.~~
- ~~7. Frost penetration depth and effect.~~
- ~~8. Analysis of soils to ascertain the presence of potential expansive, deleterious, chemically active or corrosive materials or conditions, or presence of gas. Expansive soils shall be as defined by Section 1803.5.3 of the 2018 IBC. If these soil types are present, provide recommendations of procedures to mitigate their effect.~~
- ~~9. Evaluation of depth of material requiring rock excavation and methods of removal, if applicable.~~
- ~~10. Location of ground water during drilling operations and after the completion of each boring location. If deemed applicable based on field observations during the drilling operations, include monitoring wells as required such that the elevations of the ground water can be documented prior to leaving the site at the completion of the on-site subsurface exploration operations. The report shall include an estimate of the potential variations in elevation and movement of subsurface water due to seasonal influences. Include recommendations for anticipation of and management of groundwater for design of structures and pavements. Also, include the same for control and management during construction operations.~~

3.7 CLEAN-UP AND RESTORATION

- A. During the contract and at intervals as directed by the Architect and as geotechnical fieldwork is completed, clear the site of surplus earth, large surface stones, debris, tools and equipment. Leave the site in a clean, safe, well-draining, and neat condition to the satisfaction of the Owner.
- B. Geotechnical Service is responsible for any rutting, tracking, or damages to District property that come as a result from geotechnical services. Any excessive damage to lawn areas, such as deep rutting, or permanent tracking, as identified by the Owner and/or Architect, shall be repaired back to their existing conditions, and the site left in a clean, safe, well-draining condition to the satisfaction of the Owner. Acceptable repairs include filling ruts with topsoil, seeding, and mulching.***
- C. Should settlement of backfilled testing locations exceed 1" depth Geotechnical Service agrees to promptly return to site to rectify the condition to the satisfaction of the owner.***

3.8 COMPLETION

- A. Two copies of the final report printed and electronic copy shall be submitted to the Landscape Architect. Two copies of the final report shall be submitted to the Architect. The final report shall include
 1. Site Test Location Plan
 2. Borings, Test Pits, Asphalt Cores and Infiltration Log Records
 - ~~3. Geotechnical Evaluation and Recommendations Report~~

PART 4 – MEASURE AND PAYMENT

4.1 MEASURE FOR PAYMENT

- A. Lump sum for all cores, topsoil analysis, soil classification, pavement evaluation, sieve analysis, test pits/borings/holes, design parameters/recommendations and Geotechnical Report

4.2 PAYMENT



- A. The Owner will make payment to the Contractor within 30 days after completion, invoicing and certification of acceptance by the Architect.

Cc: Appel Osborne Landscape Architecture
Young + Wright Architecture
Structural Engineer
Sweet Home Central School District
File



CURRENT SCHEDULE OF INSURANCE MAINTAINED
CME Associates, Inc.
(for use with Proposal Submission)
Date January 1, 2026

COMPANIES AFFORDING COVERAGE

Insurer Co. Letter: A Union Insurance Company
Insurer Co. Letter: B Acadia Insurance Company
Insurer Co. Letter: C Homeland Insurance Company of New York
Insurer Co. Letter: D Admiral Insurance Company

Coverages

Ins Co. Ltr	Type Of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits	
A	General Liability Commercial General Liability Occurrence Form Blanket Contractual Per Project Aggregate	CPA 5620598-10	01/01/26	01/01/27	Each Occurrence	\$1,000,000
					Damage to Rented Premises (Ea Occurrence)	\$1,000,000
					Medical Expense (Any one person)	\$15,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS – COMP/OP AGG	\$2,000,000
A	Automobile Liability Any Auto	CAA 5620599-10	01/01/26	01/01/27	Combined Single Limit (Each Accident)	\$1,000,000
B	Umbrella Liability Excludes Prof. Liability Occurrence Retention \$10,000	CUA 5620600-10	01/01/26	01/01/27	Each Occurrence	\$5,000,000
					Aggregate	\$5,000,000
A	Worker's Compensation And Employers' Liability	WCA 5620601-10	01/01/26	01/01/27	NY Statutory Limits Each Accident Disease-Policy Limit Disease-Each Employee	\$1,000,000 \$1,000,000 \$1,000,000
A	Commercial Property Building & Equipment Floater Deductible \$1,000	CPA 5620598-10	01/01/26	01/01/27	Blanket Limits	\$ Per Sch.
C	Pollution Liability	793-01-41-77-000	05/15/25	05/15/26	Occurrence \$5,000,000	
D	Professional/ E&O	EO000066055-01	05/15/25	05/15/26	Aggregate \$5,000,000	

TERMS AND CONDITIONS FOR SUBSURFACE EXPLORATION SERVICES AGREEMENT

Page 1 of 3

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, subsurface exploration, test excavation, exploratory drilling, sampling and testing.

1.2 CME will prepare and submit exploratory logs and test 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 When included in CME's workscope, CME will layout and mark the test and exploration locations at the project site using Client furnished information.

1.4 After layout, CME 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.

1.5 After CME receives all utility clearance confirmations, CME will commence subsurface exploration, sampling and testing. CME will endeavor to reduce alteration and damage to the project site as a result of the subsurface exploration services but makes no guarantee to restore the site to its previous condition.

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 designate the 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 bind Client with respect to decisions made in connection herewith; to contemporaneously orally authorize and direct changes to CME's scope of services; and to contemporaneously orally order, at the Client's expense, CME's services.

3.0 GENERAL CONDITIONS

3.1 **STANDARD OF CARE**-CME will endeavor to conduct services identified herein in a manner consistent with that level of care and skill ordinarily exercised by members of the industry 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 subsurface exploration and tests 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. 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. CME will be responsible for those data, and the reporting thereof 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 and reports provided by CME.

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

Client: Sweet Home Central School District, c/o Appel Osborne
CME Proposal/Agreement No.: 05.8420



TERMS AND CONDITIONS FOR SUBSURFACE EXPLORATION SERVICES AGREEMENT

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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 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.

3.7 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.

3.8 ACCEPTANCE WITHOUT SIGNATURE-For purposes of convenience, Client may choose to accept this Agreement orally and to orally authorize CME to initiate services, provided such acceptance is confirmed in writing by CME. In that event, Client specifically agrees that as a material element of the consideration CME requires to execute the services indicated herein, oral acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all Terms and Conditions of this Agreement. Unilateral modification of this Agreement subsequent to CME's initiation of services is expressly prohibited. Furthermore, all preprinted terms and conditions on Client's purchase order, executed purchase order acknowledgment form, task or work order are inapplicable to this Agreement and CME's involvement in the Project.

**Client: Sweet Home Central School District, c/o Appel Osborne
CME Proposal/Agreement No.: 05.8420**



TERMS AND CONDITIONS FOR SUBSURFACE EXPLORATION SERVICES AGREEMENT

Page 3 of 3

3.9 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. Should Client, or third parties, be conducting activities on or about the project site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.

3.10 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.

3.11 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.

3.12 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.

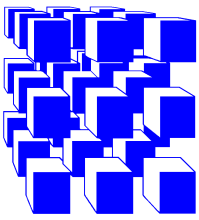
3.13 MUTUAL DISCLAIMER OF CONSEQUENTIAL DAMAGES-In no event shall CME or Client be liable to the other for any special, indirect, incidental, punitive, or consequential loss or damages, including delays, lost profits and loss of use.

3.14 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.

3.15 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.

3.16 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.

3.17 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.



CME
Associates, Inc.

6035 Corporate Drive
East Syracuse, New York 13057
(315) 701-0522
(315) 701-0526 (Fax)

www.cmeassociates.com

PRIVATE UTILITIES

The Property Owner is responsible to identify privately owned utilities at the project site. **The Property Owner** shall designate an individual to act on behalf of The Property Owner in regard to this matter. Said person's name shall be identified below with phone number. Written confirmation that marked locations are clear to drill or excavate shall be provided to **CME**, prior to **CME** mobilizing equipment to the site. In the event that **CME** damages a privately-owned utility that was not marked by The Property Owner, **CME** shall not be responsible for any damage whatsoever. By signing this agreement, The Property Owner understands and agrees to this. If the **Property Owner** cannot identify privately owned utilities, **CME** can perform this work in-house or subcontract this service out to a firm that specializes in this service. If this is the case, please let us know. **CME** shall be compensated for this service. This compensation will occur through a drilling service change order.

Designated Private Utility Contact

Phone Number

Signature

A New York State Certified Women Owned Business Enterprise (WBE)



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



Buffalo
5167 South Park Ave
Hamburg, NY 14075
716-649-8110 (T)
atlantictesting.com

March 12, 2026

Appel Osborne Landscape Architecture
102 West Division Street
Syracuse, New York 13204

Telephone: 315-476-1022
Email: tlobczowski@appelosborne.com

Attn: Timothy C. Lobczowski, RLA, LEED AP, ASLA
Partner

Re: Subsurface Investigation and Geotechnical Evaluation Services
Proposed Addition, Pavement Improvements, and Athletic Field Improvements
Sweet Home Central School District
High School and Maplemere Elementary School
Town of Amherst, Erie County, New York
ATL No. BD998-563-03-26

Thank you for the opportunity to submit a proposal for the referenced services. In accordance with your request, please find enclosed the following items for review:

- ♦ Scope of Services
- ♦ Fee Schedule
- ♦ AGREEMENT for Subsurface Investigation and Geotechnical Evaluation Services
- ♦ Standard Terms and Conditions

To accept ATL's proposal, return a signed AGREEMENT with attachments via email or to:

Atlantic Testing Laboratories, Limited
Contracts Department
6431 US Highway 11
Canton, New York 13617

One countersigned AGREEMENT will be returned via email, unless otherwise directed.

It is ATL's understanding that NYS prevailing wages are applicable for this project. The unit fees are based on the applicable prevailing wage rates.

This proposal is valid for 90 days from the date of issuance. Thereafter, ATL reserves the right to declare the proposal null and void and/or adjust the proposed fees.

If you have any questions or require additional information, please contact me at your convenience. We look forward to your response.

Sincerely,
ATLANTIC TESTING LABORATORIES, Limited

Thomas R. Seider, PE
Senior Engineer

TRS/TJG/sb
Enclosures

SCOPE OF SERVICES FOR SUBSURFACE INVESTIGATION AND GEOTECHNICAL EVALUATION

Proposed Addition, Pavement Improvements, and Athletic Field Improvements Sweet Home Central School District High School and Maplemere Elementary School Town of Amherst, Erie County, New York

Based on information provided to ATL by Appel Osborne Landscape Architecture (CLIENT), it is our understanding that the project consists of performing Subsurface Investigation and Geotechnical Evaluation Services for the above referenced projects. This is expected to include an addition, along with pavement and stormwater drainage improvements at the Elementary School. At the High School, pavement and drainage improvements are planned within the natural turf athletic field, along with new light poles, backstop netting poles, and dugouts.

The following combined Scope of Services is based on the February 6, 2026 Request for Proposal prepared by CLIENT. The proposed subsurface investigation activities will include: five (5) pavement cores / soil borings, eight (8) soil borings for structures, three (3) soil borings with adjacent infiltration pipe installations, five (5) shallow soil borings for the athletic field, and collection of 3 topsoil samples, at locations to be selected by CLIENT, along with field and laboratory testing, to provide information regarding asphalt pavement / subbase, soil, rock, and groundwater conditions, and preparation of a geotechnical report.

It is understood and accepted by CLIENT that subsurface investigation involves the use of intrusive drilling and sampling methods. Such methods typically require access for heavy equipment that may damage or alter the site topography, including sensitive landscape and pavement surfaces. ATL will take reasonable precautions to minimize and limit potential damage to the site while accessing locations and performing the work. Restoration of the site to its pre-existing state will not be performed by ATL, unless specifically provided for in this Scope of Services or through a written addendum mutually signed by authorized representatives of ATL and CLIENT.

Professional Engineering services, required to perform the Scope of Services outlined below, will be provided by ATL Engineering, P.C.

A. Subsurface Investigation Services

1. Request an underground utility clearance through UDIG-NY or other equivalent public utility locating service. The CLIENT or OWNER shall be responsible for providing information regarding private buried and overhead site utilities not managed by public utility sources. ATL shall take reasonable precautions to avoid damage to subsurface utilities and structures that have been properly identified and marked. ATL shall not be responsible for damage to subsurface utilities and structures that are not correctly identified or marked during the public underground utility clearance and/or damage to private subsurface utilities and structures resultant from incorrect information provided by the CLIENT or OWNER.

Completion of an underground utility clearance requires a minimum of three business days, in accordance with UDIG-NY or equivalent policy.

2. Stake the location and obtain the approximate ground elevation of each pavement core / boring, soil boring, infiltration boring, and topsoil sample.

3. If requested, subcontract with a private utility locating company to perform Ground Penetrating Radar (GPR) at each pavement core / boring, soil boring, and infiltration boring. This service will not be required at the topsoil sample locations.
4. Mobilize and demobilize the following:
 - ♦ Two-person drill crew
 - ♦ ATV-mounted drill rig
 - ♦ Thin-wall coring equipment
5. Obtain five (5) thin wall core samples from compacted bituminous pavements, in accordance with ASTM D 5361 "Sampling Compacted Bituminous Mixtures for Laboratory Testing". A hand sample of the subbase material, if encountered, will be collected from immediately below bottom of pavement.
6. Collect two (2) composite bulk samples of the subgrade soils for laboratory moisture / density relationship (ASTM D 1557) and laboratory CBR (ASTM D 1883) testing.
7. At three (3) locations, use a hand shovel to excavate through the topsoil layer, measure its approximate thickness, and collect a bulk sample for laboratory testing.
8. Advance soil borings, utilizing hollow stem augers, to the following estimated depths, or to practical refusal, whichever is less.
 - ♦ Four (4) soil borings for the addition to a depth of 50 feet each
 - ♦ Three (3) soil borings for the light poles / netting poles to 25 feet each
 - ♦ One (1) soil boring for the light poles / netting poles to 50 feet
 - ♦ Five (5) soil borings for the athletic field to a depth of 12 feet each.
9. If practical refusal is encountered, the material may be cored, at selected locations, a minimum of 5 feet using an NX-size core barrel (2-inch core diameter).
10. Advance three (3) soil borings to an estimated depth of 12 feet each, or to practical refusal, whichever is less, to support infiltration testing. Adjacent to each boring, install a 4-inch inside diameter pipe to a depth of 5 feet, and perform infiltration testing in general accordance with NYS Stormwater Design Manual, Appendix D guidelines.
11. Perform soil sampling and Standard Penetration Testing (SPT), using a 2-inch outside diameter split spoon sampler, in accordance with ASTM D 1586: "*Standard Test Method for Standard Penetration Test (SPT) and Split Barrel Sampling of Soils*". Sampling will be performed:
 - ♦ continuously to a depth of 4 feet below the bottom of the subbase layer at the pavement core locations
 - ♦ continuously to a minimum depth of 12 feet, and at 5-foot intervals thereafter at the soil boring locations
 - ♦ continuously throughout the full depth of the infiltration borings
12. Collect undisturbed samples (3-inch Shelby tubes) of soft cohesive soil, if encountered, and as directed by the Geotechnical Engineer.
13. Backfill borings with on-site material. The boreholes will be restored at the surface grade to generally correspond with existing conditions (i.e., soil, asphalt cold patch, concrete). CLIENT will be responsible for monitoring backfilled locations for settlement and condition

of surface restoration. ATL assumes no liability for borehole settlement and makes no warranties or guarantees, express or implied, related to surface restoration.

14. If requested, obtain shear wave velocity measurements in the field, using Multi-Channel Analysis of Surface Waves (MASW) methods, to provide information for determining seismic site classification.

B. Laboratory services

1. Soil and Rock:

- ♦ ASTM D 422: Particle-Size Analysis of Soils (without Hydrometer analysis)
- ♦ ASTM D 1557: Laboratory Compaction Characteristics of Soil Using Modified Efforts
- ♦ ASTM D 1883: (CBR) California Bearing Ratio of Laboratory-Compacted Soils
- ♦ ASTM D 2216: Natural Moisture Content
- ♦ ASTM D 2435: One-Dimensional Consolidation Properties of Soils
- ♦ ASTM D 2974: Percent Organic and pH of Soils
- ♦ ASTM D 4318: Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ♦ Topsoil Nutrient Analysis
- ♦ ASTM D 7012: Unconfined Compressive Strength of Intact Rock Cores
- ♦ Perform visual classification of soil samples. Soil samples will be classified in accordance with the Burmister Soil Classification System.
- ♦ Pavement core and subbase photographs / descriptions.

C. Reporting

1. Prepare a Geotechnical Report to include the following:
 - ♦ Site and Boring Location Maps
 - ♦ Description of subsurface investigation and sampling methodology
 - ♦ Pavement surface photographs
 - ♦ Pavement core and subbase photographs with total pavement thickness and individual pavement layer thicknesses reported
 - ♦ Description of subsurface soil, rock, and groundwater conditions
 - ♦ Computer-generated soil boring logs with laboratory soil classifications, subsurface stratigraphy, SPT observations, and groundwater observations,
 - ♦ Laboratory test results
 - ♦ Geotechnical analysis that includes the following:
 - 1) Recommended foundation systems
 - 2) Allowable soil bearing capacity
 - 3) Estimated settlement
 - 4) Modulus of subgrade reaction
 - 5) Frost protection
 - 6) Backfill criteria
 - 7) Recommended subgrade CBR value
 - 8) Pavement design criteria for full depth reconstruction, and milling / overlay construction, for light duty, medium duty, and heavy duty traffic
 - 9) Recommended infiltration rates
 - 10) Subsurface drainage recommendations
 - 11) Determine the Seismic Site Classification in accordance with the New York State Building Code
2. Reports will be distributed to CLIENT by email, unless otherwise directed.

D. CLIENT will be responsible for the following:

1. Provide or coordinate clearance for private buried and overhead site utilities not managed by public utility sources.
2. Provide appropriate access for the proposed equipment to each pavement core / boring location, including blocking off parking spaces.
3. Obtain required permissions for site access.
4. Provide a field representative to coordinate drilling activities with on-site personnel.
5. Provide a Prevailing Wage Rate Case number (PRC) for the project.

NOTES TO THE SCOPE OF SERVICES

Untested portions of soil, rock, and/or boring samples will be discarded 6 months after completion of the testing, unless directed otherwise.

Based on current workload, scheduling of field work is approximately 6 weeks from receipt of signed contract.

EXHIBIT B

FEE SCHEDULE

Service	Estimated Quantity	Unit Fee	Estimated Cost
ATL SERVICES			
Mobilization/Demobilization			
Truck or ATV-Mounted Drill Rig with a Two-Person Drill Crew	1	\$ 1,500.00 Lump Sum	1,500.00
Support Equipment			
Thin-Wall Coring Machine	2	\$ 150.00 /Day	300.00
Support Services			
Soil Boring Stakeout and Elevations	1	\$ 800.00 Lump Sum	800.00
Pavement Cores and Soil Borings			
Thin-Wall Core Asphalt Pavement	5	\$ 125.00 /Each	625.00
Hollow Stem Auger Boring (< 75 blows/foot material)	421	\$ 60.00 /LF	25,260.00
Hollow Stem Auger Boring (> 75 blows/foot material)	---	\$ 70.00 /LF	If Required
Soil Sampling			
Topsoil Samples	3	\$ 25.00 /Each	75.00
2-inch OD Split Spoon Sample	155	\$ 20.00 /Each	3,100.00
Undisturbed Sample (Shelby Tube)	---	\$ 220.00 /Each	If Required
Rock Drilling			
NX Coring	---	\$ 125.00 /LF	If Required
Specialty Testing			
Install 4-inch diameter PVC Riser	3	\$ 150.00 /Each	450.00
Perform Infiltration Test	3	\$ 200.00 /Test	600.00
Field Shear Wave Velocity Testing (Seismic Site Class)	---	\$ 2,500.00 /Site	If Required
Laboratory Testing			
Visual Soil Classification (Burmister)	155	\$ 8.00 /Each	1,240.00
ASTM D 422: Particle Size Analysis of Soils without Hydrometer	16	\$ 80.00 /Test	1,280.00
ASTM D 1557: Laboratory Compaction Modified Effort	2	\$ 150.00 /Test	300.00
ASTM D 1883: CBR Test - One Point	2	\$ 175.00 /Test	350.00
ASTM D 2216: Moisture Content	24	\$ 10.00 /Test	240.00
ASTM D 2435: One-Dimensional Consolidation Test (13 points)	---	\$ 950.00 /Test	If Required
ASTM D 2974: Topsoil Analysis - Percent Organic and pH	3	\$ 35.00 /Test	105.00
ASTM D 4318: Liquid Limit, Plastic Limit, Plasticity Index (Atterberg Limits)	4	\$ 105.00 /Test	420.00
ASTM D 7012 Method C: Uniaxial Compressive Strength of Intact Rock Core Specimens	---	\$ 250.00 /Test	If Required
Pavement Core and Subbase Photographs / Descriptions	5	\$ 50.00 /Each	250.00
Report Preparation			
Prepare Typed Boring Logs	21	\$ 60.00 /Log	1,260.00
Miscellaneous			
Standby Time Includes time delays uncontrolled by ATL	---	\$ 450.00 /Hour	If Required
Subtotal ATL Services			38,155.00
ATL ENGINEERING, P.C. SERVICES			
Technical Personnel			
Prepare Geotechnical Report	1	3,000.00 Lump Sum	3,000.00
Principal Engineer	2	\$ 150.00 /Hour	300.00
Subtotal ATL Engineering, P.C. Services			3,300.00
SUBCONTRACTED SERVICES			
Laboratory Testing			
Topsoil Nutrient Testing	3	\$ 100.00 /Test	300.00
Clear Borings of Private Utilities			
GPRS	---	\$ 5,000.00 Lump Sum	If Required
Subtotal Subcontracted Services			300.00
Estimated Cost			\$41,755.00

NOTES TO THE FEE SCHEDULE

The Estimated Cost is based on the foregoing Scope of Services and Fee Schedule, and is not intended to be not-to-exceed amounts. The actual cost for ATL services is subject to change should the project require additional site work time, laboratory analyses, and/or report preparation time. The actual number of laboratory analyses and hours expended will be dependent upon field conditions and/or direction by the CLIENT.

Unit Fee invoices will be based on the unit fees and the actual services rendered, and may vary from the Total Estimated Cost.

It is ATL's understanding that NYS prevailing wages are applicable for this project. The unit fees are based on the applicable prevailing wage rates.

AGREEMENT

SUBSURFACE INVESTIGATION AND GEOTECHNICAL EVALUATION SERVICES

This AGREEMENT is by and between

Appel Osborne Landscape Architecture
102 West Division Street
Syracuse, New York 13204

Herein referred to as "CLIENT" and

Atlantic Testing Laboratories, Limited
6431 US Highway 11
Canton, New York 13617

Herein referred to as "ATL", who agree as follows:

- A. **DECLARATIONS:** CLIENT by virtue of the mutual execution of this AGREEMENT retains ATL to provide Subsurface Investigation and Geotechnical Evaluation Services associated with CLIENT's project (herein referred to as the "PROJECT"), and described as follows:

Proposed Addition, Pavement Improvements, and Athletic Field Improvements
Sweet Home Central School District
High School and Maplemere Elementary School
Town of Amherst, Erie County, New York

- B. **SERVICES:** ATL will provide Subsurface Investigation and Geotechnical Evaluation Services for the PROJECT in accordance with the attached Scope of Services.
- C. **FEES:** All services provided for the PROJECT will be invoiced in accordance with the attached Fee Schedule.
- D. **PAYMENT TERMS:** Invoices will be submitted in accordance with the attached Scope of Services and Fee Schedule for the actual services rendered. Invoices are due when rendered and payable in US dollars. Accounts past due 10 days are subject to a service charge of 1.5% per month or an annual percentage rate of 18%.
- E. **CONTRACT DURATION:** This AGREEMENT shall continue in force until ATL has completed its Scope of Services for the PROJECT and has received final payment in full, unless terminated earlier by mutual agreement or as described hereinafter.
- F. **STANDARD TERMS AND CONDITIONS:** The attached Standard Terms and Conditions are a part of this AGREEMENT and are incorporated herein by reference.

This AGREEMENT and its attachments represent the complete and final agreement between CLIENT and ATL. All prior negotiations, representations, and understandings are integrated herein. This AGREEMENT may be amended only by written instrument, signed by authorized representatives of both CLIENT and ATL.

This AGREEMENT and its attached Scope of Services, Fee Schedule, and Standard Terms and Conditions are hereby accepted, agreed upon, and signed by an authorized representative of each party.

ACCEPTED BY:

ATLANTIC TESTING LABORATORIES, Limited

ACCEPTED BY:

Appel Osborne Landscape Architecture

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date

STANDARD TERMS AND CONDITIONS

1. Definitions.

ATL – Atlantic Testing Laboratories, Limited, with its Corporate Offices located at 6431 US Highway 11, Canton, New York 13617. The firm retained to provide the services under this AGREEMENT.

CLIENT – The Entity or person with whom ATL has entered into this AGREEMENT for the services to be provided under this AGREEMENT.

OWNER – The Entity or person that possesses ownership rights and control over the PROJECT.

2. Right of Entry. CLIENT will provide or arrange for right of entry of the employees, agents, or subcontractors of ATL to perform and complete the work that is the subject of this AGREEMENT.

CLIENT authorizes and/or will coordinate authorization for ATL and/or its representatives to enter and examine the subject property and/or subject building(s) and if applicable, to extract samples for subsequent laboratory analysis, in accordance with the Scope of Services made part of this AGREEMENT.

Further, CLIENT authorizes ATL to make oral and/or written inquiry of appropriate federal, state, and local government agencies or authorities in respect to the services being rendered.

3. Jobsite Activities. In no event shall ATL be responsible or liable for construction means and methods, jobsite superintendence, construction sequencing and/or coordination, or general safety in, on, or about the jobsite.

4. Health and Safety. ATL and its employees, agents, and subcontractors shall be afforded safe access to and on the project site in accordance with all applicable federal and state safety laws and regulations, including, but not limited to, relevant provisions of the OSHA standards. The more stringent of those or any site specific health and safety programs and procedures shall prevail.

In addition to the laws, standards, and regulations above, the OWNER, or CLIENT, as the OWNER's representative, and any agents thereof, including contractors and subcontractors, shall adhere to all applicable safety requirements while within the exclusion zone work area established by ATL.

5. Standard of Care. Services provided by ATL under this AGREEMENT will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of the industry performing similar services using recognized methodologies in the same or comparable locality.

6. Tests, Data, and Reports. In accepting reports of tests, data, and/or observations provided pursuant to this AGREEMENT, CLIENT acknowledges that the extent of ATL's obligation with respect thereto is limited to furnishing of such tests, data, and/or observations which shall not be used by others to determine acceptance of any construction work, nor shall it relieve the contractor in any way from his obligations and responsibilities to conduct the work in conformance with the PROJECT plans and specifications.

7. Ownership and Reuse of Instruments of Service. All data compilation, reports, photographs, and/or drawings produced by ATL as instruments of service, in accordance with this AGREEMENT, shall not be used or reused for

unrelated extrinsic purposes by either CLIENT or ATL, without the prior written consent of the other party.

CLIENT agrees to compensate ATL, in accordance with the terms of this AGREEMENT, for all documents and other work produced by ATL as instruments of service. Failure to compensate ATL for services rendered under this AGREEMENT forfeits CLIENT's right to Ownership and use of ATL's instruments of service for any purpose.

ATL shall not be responsible for the interpretation and/or misuse by others of the instruments of services furnished by it. CLIENT agrees to release and hold ATL harmless from and against all claims, damages, losses, and expenses arising from the interpretation and/or misuse by others of instruments of service provided by ATL.

ATL will retain all pertinent records relating to the services performed in accordance with ATL's record retention policy. The records will be made available to CLIENT at all reasonable times, upon written request, and for the cost of retrieval and reproduction.

8. Hidden Conditions. A condition is hidden if it is concealed or is not capable of detection by reasonable visual observation. If ATL recognizes that a hidden condition may exist, ATL will notify CLIENT. ATL shall not be responsible for any costs or liabilities resulting from hidden conditions.

9. Hazardous Wastes. CLIENT shall advise ATL of any known hazardous wastes or hazardous substances existing at or near the site at which ATL is to perform work. If ATL discovers hazardous wastes or hazardous substances after it undertakes the PROJECT, or if ATL discovers the nature or extent of hazardous wastes or hazardous substances differs materially from what CLIENT initially advised, ATL's Scope of Services, Schedule, and Fees made part of this AGREEMENT shall be adjusted, as mutually agreed by CLIENT and ATL.

If reportable quantities of petroleum product and/or chemical contamination are discovered on the PROJECT site during performance of the work tasks described herein, or during any subsequent work completed at the PROJECT site, the appropriate local, state, and/or federal agencies must be notified, as required by law. ATL will make a reasonable attempt to notify CLIENT when reportable quantities are discovered. The OWNER, or CLIENT, as the OWNER's representative, is responsible for providing notification to the proper authorities.

ATL shall have no responsibility for the presence, discovery, handling, removal, or disposal of, or exposure of persons to, hazardous wastes or hazardous substances at the PROJECT site. CLIENT shall indemnify and hold harmless ATL from any liability, loss, damage, or expense arising out of or related to the presence or discovery of hazardous wastes or hazardous substances on the PROJECT site.

The ownership of and responsibility for all contaminated materials, hazardous materials, hazardous wastes, and hazardous substances generated, released, uncovered, transported, and/or collected during the work tasks referred to herein will remain with the OWNER.

10. Limitations of Liability. To the fullest extent permitted by law, CLIENT agrees to limit the liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders for any and all claims, losses, damages, expenses or claim expenses (including attorneys' fees) arising out of this AGREEMENT, from any cause or causes whatsoever, so that the total aggregate liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders shall not exceed ATL's total fee for services rendered under this AGREEMENT, or \$50,000, whichever is greater and regardless of the legal theory under which liability is imposed. Such causes by way of example include, but are not limited to: (a) professional negligence, including errors, omissions, or other professional acts; (b) strict liability; (c) breach of contract; (d) environmental contamination resulting from handling, transport, storage, discharge, dispersal or release of hazardous materials; and (e) including without limitation, CLIENT claims of contribution and indemnification with respect to third-party claims.

ATL will not be responsible for any loss, damage, or liability arising from acts or omissions by the CLIENT or OWNER, or any agents, staff, contractors, or other consultants thereof.

Relevant to ATL services provided under this AGREEMENT, CLIENT shall provide ATL with immediate written notification of event or actions that may result in any liability claims, damages, losses, and expenses.

11. Waiver of Consequential Damages. Notwithstanding any other provision of this AGREEMENT, and to the fullest extent permitted by law, CLIENT and ATL waive incidental, indirect, and consequential damages (such as loss of business, loss of income, lost revenues, lost profits, loss of financing, loss of use, and loss of reputation) for claims, disputes, or other matters arising out of or relating in any way to the PROJECT or to this AGREEMENT. This mutual waiver is applicable, without limitation, to all consequential damages that either party may have incurred or may incur, whether arising in contract, tort (including negligence), warranty, strict liability, equity, or that may arise out of or be asserted as a part of a third-party claim.

12. Insurance. ATL represents that it, together with its agents and staff, are protected by worker's compensation insurance, and that ATL has such coverage under public liability and property damage insurance policies ATL deems to be adequate. Certificates for any such policies of insurance will be provided to CLIENT upon written request.

CLIENT recognizes that ATL's insurance policies may contain certain exclusions, including, but not limited to, those for certain claims arising from the discharge, dispersal, release, or escape of pollutants.

13. Dispute Resolution. If a dispute arises out of this AGREEMENT, CLIENT and ATL agree to pursue resolution through good faith discussion and negotiation or other mutually agreed dispute resolution process, including mediation, before instituting litigation.

In the event legal action is necessary to enforce the payment terms of this AGREEMENT, ATL shall be entitled to collect from CLIENT any judgment or settlement sums due plus reasonable attorney's fees, court costs, and other expenses incurred by ATL for such collection action.

14. Termination. ATL or CLIENT may terminate this AGREEMENT for convenience and without cause. Upon receipt of termination notice, ATL will stop work on all services included in this AGREEMENT. CLIENT shall pay ATL for all services performed up to the date of termination notice, plus reasonable termination expenses and fees. Receipt of final payment is a condition precedent to delivery of instruments of service owed up to the date of termination notice. Upon termination for convenience, the terminating party shall have no further rights or remedies.

In the event of failure by either party to perform in accordance with the terms hereof, either party may terminate this AGREEMENT for cause, upon written notice. Such termination may be rescinded by the terminating party if that substantial failure has been remedied within a reasonable period of time.

15. Delay. Neither CLIENT nor ATL will be liable to perform services provided for under this AGREEMENT when such performance is delayed or prevented by an occurrence beyond the control and without fault or negligence of either CLIENT or ATL.

In no event shall ATL be liable or responsible to the CLIENT, its respective shareholders, directors, officers, employees, consultants, contractors, and agents, or OWNER, for or on the account of any stoppage or delay to the PROJECT resulting from the tests, data, results, and/or findings furnished by ATL through performance of the services under this AGREEMENT.

In the event of PROJECT suspension, or delay for more than three months, ATL may elect to finalize all tests, data compilation, analysis, and reports to complete services performed to the date of suspension or delay. CLIENT agrees to compensate ATL, in accordance with the terms of the agreement, for all services completed and other work produced by ATL as instruments of service.

16. Non-Solicitation. During the term of this AGREEMENT and for a period of twelve (12) months thereafter, neither party will actively recruit, solicit, or otherwise attempt to hire the employees of the other party without prior written consent from the other party. Notwithstanding the foregoing, neither party shall be in default of this provision, as a result of: (a) employment advertising in periodicals of general circulation or other general solicitations that are not specifically targeted at the employees of the other party; or (b) hiring of any employees that responds to any such advertising or other general solicitations or as an unsolicited walk-in candidate.

17. Successor and Assigns. CLIENT and ATL each bind themselves, their partners, successors, assigns, and legal representatives to the other party of this AGREEMENT and to the partners, successors, assigns, and legal representatives of such other party, in respect to all covenants of this AGREEMENT. Neither CLIENT nor ATL shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

18. Governing Law and Venue. This AGREEMENT shall be governed and construed in accordance with the laws of the State of New York without regard to any conflicts of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this AGREEMENT shall be resolved or adjudicated in the State of New York.

End of Standard Terms and Conditions