

# Kenney Geotechnical Engineering Services, PLLC

Office: 6901 Herman Road, Syracuse, NY 13209

Mail: P.O. Box 117 Warners, N.Y. 13164

Phone: (315) 638-2706 Fax: (315) 638-1544



## **PROPOSAL**

August 28, 2023

Bainbridge Guilford Central School District  
18 Juliand Street  
Bainbridge, New York 13733  
c/o Appel Osborne Landscape Architecture  
<via email>

Re.: Geotechnical Investigation Services Proposal  
2023 Capital Improvements Project

Dear Ladies and Gentlemen,

Kenney Geotechnical Engineering Services, PLLC is pleased to present this proposal to perform geotechnical investigation services for the referenced project. This proposal will present our scope of services, estimated cost and business terms. The following scope of services was developed following review of your Request For Proposal (RFP) dated August 22, 2023.

### **Scope of Services**

1. We will position investigation locations based on the mapping provided with the RFP.
2. We assume testing locations will be accessible concurrently. We assume that truck and trailer parking access will be available on-site for our equipment.
3. We will contact Mr. James Rideout, Director of Facilities II (607-967-6322) to coordinate our on-site activities.
4. We will clear utilities through DIGSAFE as required by law. We will rely on the Bainbridge Guilford Lima Central School District staff to locate and mark private utilities that cannot be located by DIGSAFE representatives and will require written confirmation that testing locations are cleared of utilities prior to mobilization. If you desire, we will retain a third party private utility locator to locate utilities and clear boring and testing locations for an additional cost.
5. We have assumed that the use of lawn mats will not be required.
6. We will mobilize a track mounted drill rig, two-man drilling crew and Field Representative. The Field Representative will observe drilling activities and classify soil samples in conformance with the New York State Building Code.

7. The subsurface investigation will consist of 29 asphalt cores, 7 test pit borings, 12 topsoil tests, 3 soil borings to 15 feet, one soil boring to 25 feet, and 7 infiltration tests.
8. Infiltration tests will be installed at the locations provided on the testing location plan to a depth of five feet. Infiltration tests will consist of installing a temporary casing to facilitate pre-soaking and testing. Testing will be performed in accordance with NYSDEC guidelines.
9. Test pit borings will be performed to a depth of ten feet and will include continuous Standard Penetration Testing.
10. Topsoil testing will include in-place depth measurement and laboratory testing for pH, organics, and nutrient analysis.
11. Asphalt cores will be measured for depth, and a Standard Penetration Test will be performed to measure the subbase thickness and provide a sample for laboratory gradation testing.
12. One subgrade sample will be recovered for a laboratory CBR test.
13. Soil boring and infiltration testing locations will be backfilled with auger cuttings. If insufficient material is available to backfill the borehole, sand will be added. Asphalt will be capped with cold patch. Turf will be replaced in lawn areas.
14. Findings will be presented in a geotechnical report. The report will provide the information requested in the RFP including boring logs, laboratory testing results, and an analysis of the subsurface conditions encountered. The report will be provided in .pdf format and include the recommendations requested in the RFP.

**Fee For Service**

We propose to perform the services described above for the **lump sum of \$25,945**. We are available to initiate services upon authorization to proceed. The following unit fee schedule will be utilized for requested additional services. .

| <b>Item</b>   | <b>Unit Rate</b> | <b>Units</b>    |
|---|------------------|-----------------|
| Geotechnical Engineer/P.E.                          | \$ 150.00        | <i>hour</i>     |
| Ground Penetrating Radar Survey at Boring Locations | \$ 3500.00       | <i>Lump Sum</i> |
| Lawn Mats   | \$ 1000.00       | <i>Lump Sum</i> |
| Refraction Microtremor Survey                       | \$ 1200.00       | <i>Lump Sum</i> |
| Additional Soil Boring                              | \$ 30.00         | <i>l.f.</i>     |
| Rock or Concrete Coring                             | \$ 90.00         | <i>l.f.</i>     |
| Atterberg Limits Testing                            | \$ 75.00         | <i>test</i>     |
| Particle Size Analysis with Hydrometer              | \$ 125.00        | <i>test</i>     |
| Moisture Content                                    | \$ 10.00         | <i>test</i>     |
| Other services quoted upon request                  |                  |                 |

**Terms and Conditions**

Our standard terms and conditions are attached. Payment is due within 30 days of invoicing. Please note that our estimated cost is premised upon our standard insurance coverage, which is as follows:

- Professional Liability: \$2 Million Per Occurrence/\$2 Million Aggregate
- Comprehensive General Liability: \$1 Million Per Occurrence/\$2 Million Aggregate

Insurance certificates will be provided upon request.

**Closing**

Thank you for the opportunity to present this proposal. We look forward to answering any questions you may have.

Respectfully submitted,

**KENNEY GEOTECHNICAL ENGINEERING SERVICES, PLLC**

*Christopher Kenney*

**Christopher M. Kenney, P.E.  
President**

**AGREED AND ACCEPTED:**

\_\_\_\_\_  
Bainbridge Guilford CSD

\_\_\_\_\_  
Date

**Terms and Conditions**

Kenney Geotechnical Services (“Consultant”) will perform the services described in the attached proposal to Bainbridge Guilford CSD (“Client”) under the following terms and conditions:

**STANDARD OF CARE**

CONSULTANT and its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by professionals providing similar services. Client agrees that services provided will be rendered without any warranty, express or implied.

CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

When required as part of its work, CONSULTANT will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility

studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by CONSULTANT hereunder will be made on the basis of CONSULTANT's experience and qualifications and will represent CONSULTANT's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that CONSULTANT does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work

#### **OWNERSHIP OF DOCUMENTS**

Plans, specifications, reports, boring logs, calculations, field data, field notes, laboratory test data, estimates, and similar documents and materials (other than samples) prepared by or for Consultant as instruments of professional service are Consultant's property. Consultant shall retain these instruments of professional service for **six** years following submission of final project deliverable, during which period Consultant's instruments of professional service will be made available for Client's review at any reasonable time.

Any reuse or distribution to third parties without such express written permission or project-specific adaptation by CONSULTANT will be at the Client's sole risk and without liability to CONSULTANT or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless CONSULTANT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

#### **RIGHT OF ENTRY**

The Client will provide for right of entry of the employees, agents, or subcontractors of Consultant to perform and complete the work that is the subject of this Agreement.

#### **UTILITY CLEARANCE AND UNDERGROUND STRUCTURES**

The Client shall advise Consultant of the presence of any underground utilities or structures that are on site and potentially in conflict with boring locations. Consultant will bear no responsibility for any damages or losses due to damage caused by subsurface exploration. Client recognizes that failure to notify Consultant of the presence of utilities may cause severe injury, death, and financial loss to Consultant and shall be responsible for compensating Consultant as appropriate.

#### **HAZARDOUS WASTES**

The Client shall advise Consultant of any hazardous waste existing at or near the site at which Consultant is to perform work. If Consultant discovers hazardous wastes after it undertakes a project, or if Consultant discovers the nature or extent of hazardous waste differs materially from what the Client advised Consultant, the Client and Consultant agree that the scope of services, schedule and estimated fee budget shall be adjusted as needed to complete the work.

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 will be notified immediately, as required by law.

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

#### **PAYMENT**

Payment is due in full within 30 days of receipt of invoice. The Client will be liable for all court costs, disbursements, and reasonable attorney's fees incurred by Consultant in the collection of any outstanding invoices.

#### **INSURANCE**

Insurance certificate will be supplied upon request that illustrate Consultant's current policy limits. Requests to maintain insurance limits above Consultant's current limits will only be honored if Client compensates Consultant for the additional cost of the higher policy limits.

#### **TERMINATION**

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice.

#### **ASSIGNS**

Neither party may delegate, assign, sublet or transfer its duties or interest in this agreement without the written consent of the other party. Any assignee, successor or legal representative of any of the parties to this agreement shall be bound by the terms of this agreement.

#### **INDEMNIFICATIONS**

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Kenney Geotechnical and its officers, directors, partners, members, managers, employee, agents and subconsultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, cost or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of Kenney Geotechnical or its officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by the Kenney Geotechnical under this Agreement.

To the fullest extent permitted by law and subject to this Agreement's limitations on liability and damages Kenney Geotechnical shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolutions costs) caused solely by the negligent acts or omissions of Kenney Geotechnical in the performance and furnishing of services under this Agreement as finally determined by a court of competent jurisdiction.

To the fullest extent permitted by law, Client shall indemnify and hold harmless Kenney Geotechnical from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolutions costs) caused solely by the negligent acts or omissions of Client with respect to this Agreement or the Project.

To the fullest extent permitted by law and subject to this Agreement's limitations on liability and damages, Kenney Geotechnical's total liability to Client and anyone claiming by, through, or under Client for any costs, losses or damages caused in part by the negligence of Kenney Geotechnical as finally determined by a court of competent jurisdiction and in part by the negligence of a third party other than Client or any other negligent entity or individual shall not exceed the percentage share that Kenney Geotechnical's negligence bears to the total negligence of Kenney Geotechnical, and all other negligent entities and individuals. In the event that the client, its officers, directors, shareholders, partners, members, managers, agents and employees are found to be liable, in whole or in part, for its negligent acts or omissions or willful acts, the client shall not be entitled to be indemnified and held harmless under this provision.

To the fullest extent permitted by law, Client shall indemnify and hold harmless Kenney Geotechnical from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolutions costs) arising out of or resulting from a Hazardous Environmental Condition, Sick Building Syndrome and Building Related Illnesses provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing shall obligate Client to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

#### **SAMPLES**

CONSULTANT will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.

#### **CHANGES AND DELAYS**

Unless the accompanying Proposal provides otherwise, the proposed fees constitute CONSULTANT's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information, or if CONSULTANT's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of CONSULTANT. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in the accompanying Proposal.

**CONFLICT OF INTEREST**

This assignment may involve parties with adverse interests to clients with whom CONSULTANT has current or past relationships. It is CONSULTANT policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but CONSULTANT cannot assure that conflicts or perceived conflicts will not arise, and CONSULTANT does not accept responsibility for such occurrences.

**ADDITIONAL TERMS AND CONDITIONS**

The laws of the state in which the CONSULTANT office executing this Agreement is located shall govern the validity and interpretation of this Agreement.

In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

CONSULTANT shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT's having to certify, guaranty, or warrant the existence of conditions that CONSULTANT cannot ascertain.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or CONSULTANT. CONSULTANT's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against CONSULTANT because of this Agreement or CONSULTANT's performance of services hereunder.

Neither the Client nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.