



Contract Drilling and Testing

August 4, 2022
Proposal No. PBD-22-127

**BUFFALO OFFICE
CORPORATE OFFICE**
5167 South Park Avenue
Hamburg, NY 14075
p: 716.649.8110
f: 716.649.8051

ROCHESTER OFFICE
535 Summit Point Drive
Henrietta, NY 14667
p: 585.359.2730
f: 585.359.9668

CORTLAND OFFICE
60 Miller Street
Cortland, NY 13045
p: 607.758.7182
f: 607.758.7188

CPL
26 Mississippi Street, Suite 300
Buffalo, New York 14203

Attention: Dave Rhinehart
drhinehart@cplteam.com

Reference: *Percolation Testing
Proposed Septic Field
New Town Hall/Town Highway Garage
Town of Arkwright, New York*

Dear Dave,

Pursuant to your email request, we are hereby submitting our proposal to perform percolation testing for the Proposed Septic Field for the Town Hall/Highway Garage, located in the Town of Arkwright, New York.

It is our understanding that the scope of work will include the following items:

1. Eight (8) percolation tests.
2. Three (3) test pits to classify soil.
3. Summary data report.
4. All test pits and excavations for perc testing to be performed by the town.

We are available to begin this work within 20 days of receiving your notification to proceed. If this proposal is acceptable, please sign below as your formal acceptance and authorization to proceed; and return one copy to our office. This proposal and the attached General Conditions shall constitute our agreement for these services.

Thank you for considering SJB Services, Inc. for your project. If you have any questions, please contact our office. We look forward to working with you.

Sincerely,
SJB SERVICES, INC.

Stanley J. Blas
President

www.sjbegs.com
info@sjbempire.net

PROPOSAL ACCEPTED BY: _____
PRINT NAME: _____
COMPANY: _____
DATE: _____

SJB SERVICES, INC. - COST SUMMARY

PBD-22-127

CPL

Percolation Testing

Proposed Septic Field

New Town Hall/Town Highway Garage

Town of Arkwright, New York

ITEM NO.	DESCRIPTION	UNIT RATE	ESTIMATED QUANTITY	ESTIMATED TOTAL
1	Geologist/Technician to Perform Percolation Tests and log Test Pits	\$500.00 / Per Test Pit Logging or Percolation Test	11	\$5,500.00
2	Summary Data Report	\$500.00 / Lump Sum	1	\$500.00
ESTIMATED TOTAL COST: \$5,900.00				



SJB SERVICES, INC.

GENERAL CONDITIONS

Section 1: SERVICES

SJB SERVICES, INC. (SJB), with the corporate office at 5167 South Park Ave., Hamburg, NY 14075 shall provide to the client only those services as described in the Scope of Services of this contract. Additional services may be provided if acceptable to SJB and are subject to negotiation of additional fees for service.

Section 2: RIGHT OF ENTRY

The client will provide for right of entry of the employees, agents or subcontractors of SJB and all necessary equipment, in order to perform and complete the work, which is the subject of this agreement.

While SJB will take all reasonable precautions to minimize any damage to the property, the client understands and agrees that in the normal course of work some damage may occur, the correction of which is not part of this agreement.

Section 3: UTILITIES

The client will provide to SJB documentation setting forth the location and depth of all underground utilities or structures.

In the prosecution of its work, SJB will take all reasonable precautions to avoid damage or injury to underground structures or utilities.

The client agrees to hold harmless, indemnify and defend SJB from any and all loss, cost, expense claim, damage or liability resulting from subsurface conditions which are unforeseen, not called to SJB's attention or correctly shown on the plans furnished by or on behalf of the owner.

Section 4: SAMPLES

SJB will retain all soil and rock samples for 60 days after submission of test reports to the client. Further storage or transfer of samples will be made upon written request at the client's expense.

Sections: 5 INVOICES

SJB will submit invoices to the client monthly and a final bill upon completion of services. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at client's request.

Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. The client agrees to pay a finance charge of one and one-half percent (1 ½) per month, or the maximum rate allowed by law, on past due accounts.

Section 6: OWNERSHIP AND REUSE OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, and other documents prepared by SJB as instruments of service shall remain the property of SJB.

The client agrees that all reports and other work furnished to the client or its agents, which is not paid for, will be returned to SJB upon demand and will not be used by the client for any purpose whatsoever.

SJB will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the client at all reasonable times upon request and for the cost of reproduction.

The client and SJB agree that reuse of documents on extensions of the project or any other project by either party is prohibited without permission.

Section 7: DISPUTES

All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall first be referred to mediation under the then current Construction Industry Mediation Rules of the American Arbitration Associates prior to any recourse to arbitration or a judicial forum.

The Owner and SJB agree to include the foregoing provision in any and all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants to likewise include said provision in any and all agreements with subcontractor; subconsultants, suppliers, or fabricators so retained.

Section 8: STANDARD CARE; WARRANTIES

SJB will strive to perform services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. SJB makes no warranty, expressed or implied.

In accepting reports of observations and tests and opinions expressed thereon performed pursuant to this agreement, the client agrees that the extent of SJB's obligation with respect thereto is limited to the furnishing of such data and opinions, which shall not be solely relied upon by others as acceptance of the construction work, nor shall it relieve the contractor in any way from his obligations and responsibilities under the construction contract to conduct the work in conformance with the plans and specifications.

In no event shall SJB be responsible for methods of construction, superintendence, sequencing or coordination of construction, or safety in, on or about the job site.

The client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by SJB and that the data, interpretations and recommendations of SJB are based solely on the information available to it. SJB will not be responsible for the interpretation by others of the information developed.

Section 9: LIMITATION OF LIABILITY

The owner agrees to limit SJB's liability to the owner and all construction contractors and subcontractors on the project arising from SJB's professional acts, errors or omissions. Such that the total aggregate liability of SJB to all those named shall not exceed \$50,000 or SJB's total fee for the services rendered on this project, whichever is greater. The owner further agrees to require or the contractor and his subcontractors an identical limitation of SJB's liability for damages suffered by the contractor or the subcontractor arising from SJB's professional acts, errors, or omissions. Neither the contractor nor any of his subcontractors assumes any liability for damages to others, which may arise on account of SJB's professional acts, errors or omissions.

Section 10: INSURANCE

Except as set forth below, SJB states that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that SJB has such coverage under public liability, professional liability, and property damage insurance policies which SJB deems to be adequate. Certificates for all such policies of insurance shall be provided to the client upon written request. Within the limits and conditions of such insurance, SJB agrees to indemnify and save client harmless from and against any loss, damage, or liability arising from any negligent acts by SJB, its agents, staff, and consultants employed by it. SJB shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance. SJB shall not be responsible for any loss, damage, or liability arising from any acts by client, its contractors, agents, staff, & other consultants employed by it.

Section 11: INFORMATION PROVIDED BY CLIENT

The client agrees to hold harmless, indemnify and defend SJB from any and all loss, cost expense, claim, damage or liability resulting from the inaccuracy of data or information provided by the client or others on his behalf.

Section 12: HAZARDOUS WASTES

The client shall advise SJB of any hazardous wastes existing at or near the site at which SJB is to perform work. If SJB discovers hazardous wastes after it undertakes a project, or if SJB discovered the nature or extent of hazardous wastes differs materially from what client advised SJB, the client and SJB agree that the scope of services and schedule shall be adjusted as needed to complete the work without injury or damage. The project will be completed for an additional sum agreed to by both parties.

Section 13: 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. In the event of termination, SJB shall be paid for services performed to the termination notice date plus reasonable termination expenses.

Section 14: ASSIGNS

Neither the client nor SJB 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.