



30 June 2023

Ms. Karen LaRocca-Fels
Ossining Public Library
53 Croton Avenue
Ossining, NY 10562

Re: Investigation of Subgrade and Below-Grade Utilities within the Parking Lot and Evaluation of Conceptual Remedial Options for Mechanically Stabilized Earth Wall, Ossining Public Library, 53 Croton Avenue, Ossining, NY

Dear Ms. LaRocca-Fels:

Simpson Gumpertz & Heger Associates, Inc., P.C. (SGH) shall be pleased to investigate the subgrade and below-grade utilities within the parking lot and evaluate conceptual remedial options for the mechanically stabilized earth (MSE) wall at the above-named project. This letter summarizes our proposed scope, fee, and terms and conditions for our work.

1. BACKGROUND

Based on our conversations with you and our prior work at the above-referenced project site, we understand that portions of the MSE wall have previously experienced signs of distress, including bulging, gaps, and cracks in the wall facing. Between November 2016 and June 2021, Contractors' Line & Grade South, LLC (CL&GS) performed periodic optical wall movement monitoring of the MSE wall facing. In February 2022, at our recommendation, you engaged Langan Engineering and Environmental Services, Inc. (Langan) to take over the periodic optical wall monitoring. From February 2022 to present, Langan has performed monthly movement monitoring for the MSE wall and the adjacent parking lot. On 8 June 2023, we attended a conference call with you and members of the Ossining Public Library Board of Trustees and Lothrop Associates Architects. During the call, we indicated that the changes in lateral position and elevation of certain monitoring points along the MSE wall and the adjacent parking lot were greater than typical survey tolerances. The movements typically occur at discrete locations along the wall length and are generally the largest in magnitude at the bend in the wall located in the northwest corner of the property. We also noted that the rate of wall movement was relatively slow and, therefore, was taking time to manifest as distress in pavement behind the wall and for the magnitude of the movements to be larger than typical survey tolerances.

During our 8 June 2023 conference call, we recommended that you engage a consultant to evaluate conceptual remediation or wall replacement alternatives so that you are prepared if wall remediation or replacement is required in the future. During the call, you also informed us that you had previously observed ground subsidence at several locations within the parking lot. At the conclusion of the call, you asked us to prepare a proposal to investigate subgrade and below-grade utilities within the parking lot and evaluate conceptual remedial options for the MSE wall.

2. SCOPE OF WORK

We propose to perform the following scope of work:

Task 1 - Subsurface Investigations

We will engage local subcontractors to assist us with performing subsurface investigations at the site to determine the in-situ subsurface conditions, the condition of the fill directly below the pavement, and the condition of underground utilities. We include the following scope for this task:

- **Soil Test Borings:** We propose to perform up to three soil test borings and to install one observation well to determine the in-situ subsurface and groundwater conditions at the site. We anticipate the borings will extend to a depth of about 20 ft below the existing ground surface. We will require the assistance of a drilling subcontractor to drill the three test borings, install the groundwater observation well, and obtain continuous soil samples in the upper 10 ft and at intervals 5 ft to 10 ft thereafter. We assume the boring and observation well work will proceed first and that we will be able to complete groundwater monitoring well observations during our site visit to observe the test pit work (see next bullet point). We have also carried an allowance for one additional site visit to collect groundwater data at the observation well following a high-intensity rainfall event. We will coordinate the soil test boring work with the subcontractor and observe and log each soil boring.

SGH will be on site during the subsurface investigation to observe the drilling operations, to document the subsurface conditions, and measure groundwater conditions upon the completion of each boring. We will log, classify, and store samples retrieved from the boreholes, and coordinate shipping samples to GeoTesting Express in Acton, Massachusetts, for laboratory testing. Prior to drilling, it is required that UDig NY is notified to mark the location of known utilities proximate to the proposed boring locations. We will mark the boring locations prior to drilling to allow the driller to notify the local utility companies and UDig NY. This task includes time for us to coordinate our work with you and with the drilling subcontractor. We have carried an

allowance of \$5,000 to engage the subcontractor for the soil test borings and observation well.

Please note that our proposal assumes that the subsurface conditions are relatively free of man-made obstructions (e.g., buried foundations, abandoned utilities, boulders, etc.) that would preclude the drilling subcontractor from efficiently performing their work. For budgeting purposes, we have excluded additional work due to drilling inefficiencies and/or the presence of unsuitable soils in our proposal. If, during our work, we determine that additional drilling is required, we will notify you and obtain approval, before proceeding with additional work.

- **Test Pits:** We propose to perform up to two test pits to a depth of 3 ft to evaluate the condition of the soils directly below the pavement. We will require the assistance of a subcontractor to saw cut the existing pavement, excavate and backfill the test pits, and restore the landscape or pavement areas. We will coordinate the work with the subcontractor and make observations within each test pit.

SGH will observe the test pit, collect soil samples, and document the existing conditions at each test pit location. We assume the subcontractor will spend one day for this work. Similar to the soil test borings, UDig NY will need to be notified to mark the location of known utilities proximate to the proposed test pit locations. We will mark the test pit locations prior to the work to allow the subcontractor to notify the local utility companies and UDig NY. This task includes time for us to coordinate our work with you and with the excavation subcontractor. We have carried an allowance of \$5,000 to engage the subcontractor for the test pits.

- **Underground Utility Inspection:** We propose to perform a closed-circuit television (CCTV) inspection of portions of the stormwater, sewer, and underdrain piping systems within the parking lot proximate to the MSE wall to assess whether there is existing damage, low spots (i.e., bellies), partial blockages, or leaks that may affect the performance of the MSE wall. We will require the assistance of a subcontractor to perform the CCTV inspection. The CCTV will record the inspection to a video file for our review. As needed, SGH will be on site periodically during this work to observe the information in real time and verify if we are collecting the necessary information. We will coordinate the work with the subcontractor and review the results of the inspection. We have carried an allowance of \$6,000 to engage the subcontractor for the CCTV inspection.

Task 2 - Assign, Coordinate, and Perform Laboratory Testing

After the subsurface investigation is complete, and the samples have been shipped to GeoTesting Express, we will assign and coordinate the laboratory testing of soils collected

during the subsurface investigation. The purpose of the laboratory testing is to evaluate the strength and deformation characteristics of the subsurface soils beneath and adjacent to the MSE wall. At this time, the scope of the laboratory testing is unknown and will vary, based on the subsurface conditions encountered. The fees associated with the laboratory testing will vary, depending on the variability of the subsurface conditions encountered. We carried an allowance of \$4,000 for laboratory testing. This task includes time for SGH to coordinate with the laboratory.

Task 3 - Conceptual Remedial Options

Based on the results of the subsurface investigation and our knowledge of the project site, we will develop up to three conceptual remedial or replacement options for the MSE wall and provide the advantages and disadvantages for each option. Our evaluation will consider current and future structural, geotechnical, and civil aspects of a remedial or replacement wall project. We will produce hand sketches for each option and provide enough information so that each option can be priced by a cost estimator (see Task 4).

Task 4 - Comparative Cost Estimates

After completing Tasks 1 – 3, we will engage a subconsultant to provide cost estimating services for the three conceptual remedial options to assist with your review. The final cost for the conceptual remediation options is subject to change, after the selected repair is further developed and final pricing is obtained by your selected contractor (if required). This work will include assumptions for materials and geometry for general pricing purposes only and will exclude preliminary and final design. We have carried an allowance of \$9,500 to engage the subconsultant to provide the cost estimating services.

Task 5 - Presentation and Meeting

After Tasks 1 – 4 are complete, we will prepare a presentation summarizing our investigations and conceptual remedial options. The purpose of the presentation slides is to provide a summary of our work in lieu of preparing a formal report. We will attend a 1 hr virtual conference call with you to present the results of our investigation, the advantages and disadvantages and order-of-magnitude repair cost for each conceptual remedial option.

3. EXCLUSIONS

We exclude the following from our scope of work:

- Preparation of a formal report summarizing our investigation and findings.
- Preliminary and final design of the conceptual repair options.

- Preparation of construction documents and specifications for the conceptual repair options.
- Progress updates, site visits, and conference calls beyond those described herein.
- Any scope of work not explicitly included in the scope of work section.

4. SCHEDULE

We understand that local contractors are scheduling up to four weeks out or longer. We will schedule and coordinate the contractor's work upon receiving notice to proceed from you. Upon receiving a signed proposal from you, we will prepare a schedule for the remainder of our work.

5. FEE

We recommend that we perform the work described herein for a lump-sum fee of \$70,700. The following is a summary of our fee by task. If we determine that additional scope or fee is required to complete the work described herein, we will notify you in advance for your authorization before exceeding the budgeted amount. We reserve the right to transfer estimated budgets between tasks. While we have not solicited proposals from the subcontractors for this work, we have carried allowances based on our experience.

Task	Description	SGH Fee	Subcontractor Fee	Total
1	Subsurface Investigation	\$19,000	\$16,000	\$35,000
1a	Soil Test Borings	\$ 9,000	\$ 5,000	\$14,000
1b	Test Pits	\$ 6,300	\$ 5,000	\$11,300
1c	Underground Utility Inspection	\$ 3,700	\$ 6,000	\$ 9,700
2	Assign, Coordinate, and Perform Laboratory Testing	\$ 1,500	\$ 4,000	\$ 5,500
3	Conceptual Remedial Options	\$15,000	-	\$15,000
4	Comparative Cost Estimates	\$ 1,600	\$ 9,500	\$11,100
5	Presentation and Meeting	\$ 4,100	-	\$ 4,100
Totals for Tasks 1 – 5		\$41,200	\$29,500	\$70,700

6. TERMS AND CONDITIONS

Our fees are computed on an hourly basis, as shown on the attached Fee Schedule and Payment Terms. SGH will bill direct expenses at actual cost plus 10%. Direct expenses are out-of-pocket expenses and include, but are not limited to, subconsultants, travel, outside services, copying, and charges for the use of SGH field and laboratory equipment and specialized computer software.

This proposal is valid for sixty days. Our proposed agreement consists of this proposal and the enclosed Contract Provisions and Fee Schedule and Payment Terms. If acceptable, please sign and return one copy of this letter.

Sincerely yours,
SIMPSON GUMPERTZ & HEGER ASSOCIATES, INC., P.C.



Bryan P. Strohman, P.E.
Associate Principal
NY License No. 100362-01



Gloriana Arrieta Martinez

Accepted: OSSINING PUBLIC LIBRARY

Signature: _____

Printed Name: _____

Title: _____

Date: _____

BPS/kri (BO23-0002171-BPS)
0101C23-NY 010617-CP-2
Encls.

**SIMPSON GUMPERTZ & HEGER ASSOCIATES, INC., P.C.
FEE SCHEDULE AND PAYMENT TERMS**

<u>Personnel Category</u>	<u>Hourly Billing Rate</u>
Senior Principal	\$375
Principal	\$355
Associate Principal	\$315 – \$335
Project/Technical Director	\$275 – \$325
Senior Technical Manager	\$250
Senior Project Manager	\$285 – \$310
Senior Project Supervisor	\$255 – \$280
Senior Consulting Architect/Engineer	\$235 – \$260
Consulting Architect/Engineer	\$195 – \$220
Senior Project Consultant	\$240 – \$245
Project Consultant II	\$200
Project Consultant	\$175 – \$190
Associate Project Consultant	\$155
Technical Aide	\$100
Senior Laboratory Technician	\$155 – \$185
Laboratory Technician	\$145
Senior Graphics Specialist	\$260
Graphics Specialist II	\$195
Graphics Specialist	\$145
Senior BIM Technician II/Senior Project Drafter	\$200
Senior BIM Technician I/Senior Project Drafter	\$180
BIM Technician II/Senior Drafter	\$160
BIM Technician I/Drafter	\$130
Non-Technical	\$120 – \$140

Rates are in US dollars. Where ranges of hourly rates are shown for a single title, they reflect the varying rates of the particular individuals with that title. An annual rate adjustment, based upon salary increases, will apply on 1 January each year.

CONTRACT PROVISIONS

1. **CONTRACT** – These Contract Provisions and the accompanying Proposal and Fee Schedule constitute the entire Agreement of the parties, and supersede all prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement. These Contract Provisions shall take precedence over any inconsistency or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document. The parties may only amend this Agreement by a written document duly executed by both parties.
2. **RIGHT OF ENTRY** – When entry to property is required by the work, the Client agrees to obtain legal right-of-entry on the property.
3. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations, and other documents prepared by SGH are instruments of SGH's service that shall remain SGH's property. The Client agrees not to use SGH-generated documents for marketing purposes or for projects other than the project for which the documents were prepared by SGH without SGH's prior written permission.

Any reuse or disbursement to third parties without such express written permission or project-specific adaptation by SGH will be at the Client's sole risk and without liability to SGH or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, the Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless SGH 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 disbursement. Any release or project-specific adaptation by SGH will entitle SGH to further compensation at rates to be agreed upon by the Client and SGH.

4. **DISPOSAL OF SAMPLES** – SGH will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.
5. **HAZARDOUS MATERIALS** – The scope of SGH's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.
6. **CONSTRUCTION SERVICES** – When construction-phase services are included in the Agreement, SGH will provide personnel to evaluate whether construction is in general accordance with the construction contract, but not to perform detailed observations or inspections of the work.

SGH is not a guarantor or insurer of the contractor's work; the contractor is solely responsible for the accuracy and adequacy of construction and for all other activities performed by the contractor, including the means and methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, and other temporary construction aids; safety in, on, and about the job site; and compliance with OSHA and all other applicable regulations. SGH's evaluation of the contractor's performance will not include review or observation of the adequacy of the contractor's safety measures or of safety conditions on the project site nor of Contractor's means or methods of construction.

7. **STANDARD OF CARE** – SGH and its subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by engineers and architects providing similar services. The Client agrees that services provided by SGH will be rendered without any warranty, express or implied.

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

The Client agrees that SGH has been engaged to provide technical professional services only, and that SGH does not owe a fiduciary responsibility to the Client.

8. **OPINION OF PROBABLE COSTS** – When required as part of our work, SGH 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 SGH hereunder will be made on the basis of SGH's experience and qualifications and will represent SGH's judgment as an experienced and qualified design professional. SGH 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.
9. **SUSPENSION OF WORK** – The Client may, at any time, by written notice, suspend further work by SGH. The Client shall remain liable for, and shall promptly pay SGH for all services rendered to the date of suspension of services plus suspension charges. Suspension charges shall include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on the Client's behalf. If after ninety (90) days the Client resumes SGH's work on the Project, SGH and the Client shall renegotiate SGH's fee.

If payment of invoices by the Client is not maintained current, SGH may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold SGH harmless from any claim or liability resulting from such suspension.
10. **TERMINATION** – The Client or SGH may terminate this Agreement for cause, except only the Client may terminate for convenience. The party initiating termination shall so notify the other party. The Client shall compensate SGH for services performed prior to termination and for prior authorized commitments made by SGH on the Client's behalf.
11. **CHANGES OR DELAYS** – Unless the accompanying Proposal provides otherwise, the proposed fees constitute SGH'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. In addition, 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.

12. **FORCE MAJEURE** – SGH will not be liable to the Client for delays in performing its Services or for direct or indirect costs resulting from such delays that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

13. **LIABILITY** – SGH will furnish appropriate insurance certificates for general and professional liability upon request. The Client agrees that SGH's total liability to the Client and the total liability to the Client of SGH's principals, officers, agents, and employees, for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the Project or this Contract from any cause or causes, including, but not limited to, SGH's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed SGH's total fee under this Agreement or \$50,000, whichever is greater. In no event shall SGH be liable to Client for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the services provided under the Agreement.

14. **CONFLICTS OF INTEREST** – This assignment may presently or in the future involve parties with potentially adverse interests to those of SGH's existing or future clients ("Affected Parties" or "Affected Party"). Prior to SGH's acceptance of this assignment, SGH will make reasonable attempts to identify any Affected Parties based on information SGH has in its possession from the Client and any Affected Parties and SGH's search of its project and proposal databases. To the extent that SGH identifies a relationship with an Affected Party, SGH will inform the Client as to the identity of such parties. Client agrees to allow SGH to release to any Affected Parties the fact of SGH's engagement by the Client and any other information required to evaluate any potential conflict.

SGH's ability to inform the Client of a relationship with an Affected Party is limited by the thoroughness and accuracy of the information provided to SGH by the Client and any Affected Parties, and by SGH's limitations in reasonably and diligently discovering all relationships with Affected Parties. Regardless of SGH's relationship with an Affected Party, and, provided such relationship with an Affected Party does not arise from SGH's willful disregard of a relationship with the Affected Party, SGH shall be entitled to payment for all services rendered to the date of discovery or notice, whichever occurs first, of a relationship between SGH and an Affected Party. SGH does not guarantee that a relationship between the Client and an Affected Party, which may be perceived by the Client as a conflict, will not arise during the course of an assignment or thereafter. SGH disclaims responsibility for such occurrences and to the fullest extent permitted by law, the Client agrees to waive any claim against SGH arising out of any such actual or potential conflict-related occurrences. Subsequent to the date of this Agreement, SGH will not be in a position to guaranty that it can advise the Client of any future Affected Parties or perceived or actual conflict circumstances that may arise, but will endeavor to notify Client of such situations.

15. **INDEMNIFICATION** – SGH shall, subject to the limitation of liability contained in Section 13, indemnify the Client for any loss or damage caused solely by the professional negligence of SGH in performance of the services under this Agreement.
16. **MISCELLANEOUS**

Governing Law: The laws of the state in which the Project is located shall govern the validity and interpretation of this Agreement.

Invalid Terms: If any of these Contract Provisions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the contract between them to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

SGH Reliance: Unless otherwise specifically indicated in writing, SGH shall be entitled to rely, without liability, on the accuracy and completeness of information provided by the Client, the Client's consultants and contractors, and information from public records, without the need for independent verification.

Copyright Infringement Indemnification: To the fullest extent permitted by law, the Client agrees to defend, indemnify, and hold harmless SGH from any and all claims, damages, suits, causes of action, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising out of or in any way connected with SGH's use of documents or designs prepared by the Client's consultants, that may be asserted against or incurred by SGH.

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

Payment: Invoices will be submitted periodically, and are due and payable upon receipt. Unpaid balances shall be subject to an additional charge at the rate of 1-1/2% per month from the date of invoice if the unpaid balance is not paid within thirty (30) days. The Client shall reimburse SGH for all attorney's fees and costs related to collection of overdue payments.

Litigation: All costs and labor associated with compliance with any subpoena or other official request for documents, for testimony in a court of law (other than in connection with expert witness services), or for any other purpose relating to work performed by SGH, in connection with work performed for the Client, shall be paid by the Client as a direct expense (actual cost plus 10%).

Taxes: Client shall, in addition to the other amounts payable under this Agreement, pay, on a timely basis, all sales, use, value added or other taxes, federal, state or otherwise, however designated (hereinafter "Taxes"), which are levied or imposed by reason of the transactions contemplated by this Agreement or any of the Services, except for taxes on SGH's net income. Client shall promptly pay SGH for any Taxes actually paid by SGH on behalf of Client, or which are required to be collected or paid by SGH. SGH may bill Client separately for such Taxes.