



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES
REGULAR MEETING AGENDA

MEETING DATE: March 26, 2024

AGENDA ITEM SECTION: Resolutions

AGENDA ITEM NO. : 2

AGENDA ITEM:

Resolution: Consider a resolution authorizing the Village Administrator to accept a project proposal to commence with geotechnical engineering services by Down to Earth Consulting, LLC

ITEM BACKUP DOCUMENTATION:

1. Draft resolution
2. Down to Earth Consulting, LLC Proposal for Geotechnical Services

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY AUTHORIZING THE
VILLAGE ADMINISTRATOR TO ACCEPT PROJECT PROPOSAL TO COMMENCE WITH GEOTECHNICAL
ENGINEERING SERVICES BY DOWN TO EARTH CONSULTING, LLC**

WHEREAS, the Village of Dobbs Ferry is undertaking the Village Hall Building Improvements Project located at 112 Main Street, Dobbs Ferry, New York; and

WHEREAS, it is necessary to assess the condition of the pedestrian bridge and retaining wall at the rear of the building, as well as the possibility of groundwater infiltration in the Village Hall building basement; and

WHEREAS, Down to Earth Consulting, LLC (DTE) has submitted a comprehensive proposal for geotechnical engineering services for the aforementioned project which includes a comprehensive scope of services with a cost estimate of \$9,750; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Dobbs hereby accepts the proposal submitted by Down to Earth Consulting, LLC (DTE) for geotechnical engineering services; and

BE IT FURTHER RESOLVED, that the services outlined in the proposal, including preliminary engineering, test borings, geotechnical analysis, and report preparation, shall be carried out as described; and

BE IT FURTHER RESOLVED, that the Village shall provide necessary access to the project site and comply with the conditions and assumptions outlined in the proposal; and

BE IT FURTHER RESOLVED, that the Village Administrator is authorized and directed to execute any documents necessary to effectuate the acceptance of this proposal on behalf of the Village of Dobbs Ferry.



**DOWN TO EARTH
CONSULTING, LLC**
GEOTECHNICAL AND ENVIRONMENTAL ENGINEERING

March 3, 2023
File No. 0070-040.00

Chris Mecozzi, , PE
AI Engineers, Inc.
570 Taxter Road
Elmsford, New York 10523

Via email: CMecozzi@aiengineers.com

Re: Proposal for Geotechnical Services
Village Hall Building Improvements
Dobbs Ferry, New York

Dear Mr. Mecozzi:

Down to Earth Consulting, LLC (DTE) is pleased to provide this proposal for geotechnical engineering services for the proposed Village Hall Building Improvements Project located at the 112 Main Street in Dobbs Ferry, New York. This proposal is based on our recent email correspondence and site visit.

We understand that the pedestrian bridge and retaining wall located at the rear of the building are showing signs of distress and will be replaced. The building basement will also be assessed for the possibility of groundwater infiltration.

SCOPE OF SERVICES

Our services will be overseen by a New York Licensed Professional Engineer.

1. Preliminary Engineering

We will review project plans and interact with your design team to develop a subsurface exploration program. We will locate proposed explorations on a plan provided by the design team, visit the site to assess drill rig access and condition of existing structures, and contact Dig Safe NY to clear utilities. We assume that the boring locations will be marked in the field and cleared (e.g. brush, fences, trees, cars, etc.) by others prior to drilling. We also assume that private utilities not marked out by Dig Safe NY will be marked out in the field by others prior to drilling.

2. Test Borings

We will coordinate and retain a drilling subcontractor to perform geotechnical borings with a rubber tired truck mounted drill rig. The boring locations will be based on the location of the proposed structures with consideration to site access restrictions (utilities, trees, fences, etc.).



We will perform one day of geotechnical borings during which time we anticipate drilling up to two borings. Boring depths will be adjusted as the subsurface conditions are revealed and are anticipated being less than 30 feet deep. Standard Penetration Tests (SPT) will be performed in general accordance with ASTM D1586 semi-continuously up to ten feet and at five foot intervals thereafter. Groundwater levels will be recorded when first encountered and at the termination of each boring. We will install a 20 foot observation well at one location to measure stabilized groundwater levels (by others).

In the event that site soils differ from anticipated based on published geologic mapping (e.g., are less competent) or shallow bedrock is encountered, deeper borings or rock coring may be required. All samples collected during the exploration program will be stored for a period of up to thirty (30) days following the submission of our geotechnical engineering report.

3. Geotechnical Analysis and Report

We will prepare a geotechnical engineering report that will summarize the results of the subsurface explorations and provide recommendations for the geotechnical design and construction of the proposed structures.

The report will generally provide the following:

The report will provide following:

- General description of the project that will include a locus and site plan;
- Subsurface exploration program summary that will include logs for each test boring;
- Discussion of the site geology and encountered soil, bedrock, and groundwater conditions;
- Discussion of potential for groundwater to infiltrate the existing basement level;
- Foundation recommendations for the subsurface conditions encountered and the anticipated loading;
- Soil bearing pressure and settlement estimates;
- Seismic site coefficient and liquefaction potential;
- Lateral earth pressures for proposed site retaining wall;
- Foundation and slab subgrade preparation;
- Foundation drainage recommendations for new structures;
- Material gradation and compaction requirements;
- Method to improve existing uncontrolled Fill (if needed);
- Temporary excavation and groundwater requirements;

Our geotechnical engineering report containing our findings, conclusions, and recommendations will be submitted in pdf format.



BASIS OF BILLINGS AND BUDGET

Billings will be based upon the following unit prices and lump sum amounts. A summary of the project costs are presented below, which is based on the scope of services outlined above and represents our present judgment as to the level of effort required. You will be notified of any conditions (e.g. soil conditions requiring additional and/or deeper borings, bedrock coring, or laboratory testing) that result in an increase in the scope of services and budget estimate as soon as such information becomes evident.

ENGINEERING SERVICES

Task 1: Preliminary Engineering	Lump Sum	\$850
Task 2: Test Borings Inspection	1 Day at \$1,100/day	\$1,100
Truck Rig and Crew	1 Day at \$3,250/day	\$3,250
20' Observation Well	Lump Sum	\$1,000
Task 3: Geotechnical Analysis and Report	Lump Sum	\$3,550

Engineering Service Estimated Total: \$9,750

Additional services such as, but not limited to, additional test boring rig days and inspection, rock corings, meetings, laboratory testing, density testing, wall design, development of plans, details or specifications, as requested can be quoted on a task by task basis.

CLARIFICATIONS AND ASSUMPTIONS

Please note the following regarding the scope of work and estimated costs:

1. The subcontracted drilling costs will be invoiced based on the unit costs provided above and the actual days required to complete the drilling. All work will be performed during the weekdays between 7 AM and 5 PM. Any delays to our operations caused by others will be charged at \$375 per hour or a prorated daily rate. Permission to access the site will be obtained by the client. Any fees (e.g. permit cost) required by the property owner to perform the test borings will be paid by the client. Any obstructions (e.g. trees, brush, fences, cars, etc.) that will prevent us from getting to the borehole locations will be removed, by the client, prior to mobilization.
2. We assume that the site is accessible with a rubber tired truck mounted drill rig. The rig may cause damage to landscaped surfaces that we assume will be repaired by others.
3. Special inspection of the borings will be performed on a full-time basis based on the above day rate.
4. The laboratory testing maybe required if soft soils are encountered. They will be provided at additional cost.
5. All customer owned utilities or underground tanks/vaults/etc., not covered by the NY Call Before You Dig will be located by the owner or the owner's representative prior to performing the test borings.



6. No special health and safety procedures will need to be implemented due to contaminated subsurface materials or hazardous conditions.
7. A dimensioned site plan including key features, grading, etc. will be provided by the client.

CONDITIONS OF ENGAGEMENT AND SCHEDULE

The conditions of DTE's engagement are as described in the attached statement of Terms and Conditions. We anticipate that we can mobilize and drill this project within the next two weeks and our report will be available about one week after drilling is complete.

ACCEPTANCE

This proposal may be accepted by signing in the appropriate spaces below and returning the original copy to us. We appreciate the opportunity to provide this proposal. If you have any questions, please call.

Sincerely,

Down to Earth Consulting, LLC

Daniel F. LaMesa, P.E.
Principal

Attachments: Terms and Conditions



This proposal for Services is hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of:

AI ENGINEERS, INC.

Signed By: _____ Title: _____

Printed Name: _____ Date: _____

Billing Address: _____

TERMS AND CONDITIONS

These terms and conditions are incorporated by reference in the attached Proposal for Services, dated March 3, 2023, File Number 0070-040.00, directed to AI Engineers, Inc. (the "Client"). This proposal contains clauses that limit the liability of Down To Earth Consulting, LLC (the "Company") to Client and require the Client to indemnify Company for certain claims for damages. This Proposal should be reviewed carefully and Client may choose to consult with an attorney. Company and Client agree as follows:

1.0 Services. Company shall provide Client with the "Services" set forth in the Proposal for Services ("Proposal") with respect to the property identified in the Proposal ("Site"), under these terms and conditions. Company's Services will be performed on behalf of and solely for the exclusive use of Client for the purposes described in the Proposal and for no other purpose. Client acknowledges that Company's Services require decisions, which are based upon judgment stemming from limited data rather than upon scientific certainties. Client, in accepting Company's Proposal, acknowledges the inherent risks to Client and its property associated with the Services described in the Proposal and with underground work in general. Company reserves the right to refuse to undertake any work on behalf of any project or on behalf of any prospective Client. Client acknowledges that other qualified persons and entities are available to carry out the proposed Services. Client also acknowledges that the proposed Services may reveal certain conditions affecting the site, of which Company will inform Client and of which Company may be obligated to inform governmental agencies.

2.0 Billings and Payment. Client will pay Company for Services performed in accordance with the rates and charges in the Proposal. Invoices for Company's Services will be submitted on a periodic basis, or upon completion of Services as Company shall elect. All invoices are payable in full upon receipt. If payment in full is not received by Company within 30 days of the date on the invoice, the account will be deemed delinquent. Invoice balances remaining unpaid will bear interest from invoice date at 1.5 percent per month or at the maximum lawful interest rate if such interest rate is less than 1.5 percent per month. If Client fails to pay any invoice in full within 30 days of the invoice date, Company may, at any time, and without waiving any other rights or claims against Client, and without thereby incurring any liability to Client elect to terminate performance of Services upon ten (10) days prior written notice by Company to Client. Notwithstanding any termination of Services by Company for non-payment of invoices, Client shall pay Company in full for all Services rendered by Company to the effective date of termination of Services plus all delinquent fees, termination costs, and expenses incurred by Company and related to such termination. Client shall be liable to Company for all costs and expenses of collection, including reasonable attorney's fees. Company's non-exercise of any rights or remedies, whether specified herein or otherwise provided by law, shall not be deemed a waiver of any rights or remedies, nor preclude Company from the exercise of such rights or other rights and remedies under this instrument, or at law.

3.0 Right of Entry. Client grants to Company the right, exercisable from time to time, of entry to the Site by Company, its agents, employees, consultants, contractors and subcontractors, for the purpose of performing all acts, studies and research, including the performing of test borings, test pits and other explorations as described in the Proposal. Should Client not own the Site, Client warrants and represents by acceptance of this Proposal that it has authority and permission of Site owner and any other Site occupant to grant Company this right of entry. Company may require evidence of such authority in a form reasonably satisfactory to Company.

4.0 Subsurface Explorations.

4.1 Normal Disturbance. Client acknowledges that the use of exploratory equipment and processes may affect, alter or damage the terrain, vegetation, buildings, structures, improvements and equipment at, in or upon the Site. Client accepts such risks. Company will not be liable for any affect, alteration or damage arising out of such explorations except that caused by Company's grossly negligent acts. The cost of restoration of the Site because of any damage to the site has not been calculated or included in Company's fees.

4.2 Subterranean Structures. Company will exercise a reasonable degree of care in seeking to locate subterranean structures in the vicinity

of proposed subsurface explorations at the Site. Company will contact public utilities and review plans, if any, provided to Company by public utilities and public agencies and plans and information about the Site provided by Client. Company shall be entitled to rely on the accuracy and completeness of such plans and information. So long as Company observes such standard of care, Company will not be responsible for any damage, injury or interference with any subterranean structure, pipe, tank, cable or any other element or condition that is not called to Company's attention prior to commencement of work or which is not shown, or accurately located, on any plans furnished to Company by Client or by any other party (public or private).

5.0 Samples. Company may dispose of all soil, rock, water and any other samples within thirty (30) days after submission of Company's initial report. Client may request in writing that any such samples be retained beyond such date and Company shall arrange for shipment and storage of such samples at mutually agreed shipment and storage charges. Company will not give Client prior notice of intent to dispose of samples.

6.0 Documents. All reports, boring and test pit logs, field data, field notes, laboratory test data, calculations, estimates and other documents, data or information prepared by Company as instruments of Service shall remain the sole property of Company. All reports and other work prepared by Company for Client shall be used solely for the intended purposes and the Site described in the Proposal. Company will retain all pertinent documents for three (3) years following submission of Company's report to Client. Such documents will be available to Client upon request and upon reasonable notice and copies will be furnished by Company to Client for the total cost of reproduction.

7.0 Client's Duty to Notify Company of Hazards. Client represents and warrants that it will provide Company with any and all information known to or suspected by Client with respect to 1) The existence or possible existence at, on or under the Site of any hazardous materials, pollutants or asbestos as defined in the federal Water Pollution Control Act; the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980; the Superfund Reauthorization Act of 1986; the Resource Conservation and Recovery Act of 1976; or under the provisions of federal, state and local laws of similar import now or hereafter existing, 2) any conditions known to Client to exist in, on, under or in the vicinity of the Site which might represent a potential safety hazard or danger to human health or the environment, or 3) any permit, manifest, title record, or other record of compliance or non-compliance with any federal, state or local laws relating in any way, directly or indirectly, to the past or present environmental conditions at the Site.

In no event shall Company be deemed a handler, generator, transporter, or owner of any hazardous materials that may be at the Site. Client shall defend, indemnify, and hold Company harmless from and against any and all claims, suits, costs, damages, liabilities, and expenses, including reasonable attorneys' fees, arising from or related to any such claims or allegations of any kind directed at Company by any party or entity that may arise out of or relate to Company's Services.

8.0 Hazardous Materials, Pollutants, Asbestos. If unanticipated potentially hazardous materials, pollutants or asbestos are encountered during the course of this work, Company shall have the right 1) to suspend its work immediately and 2) to terminate its Services upon ten (10) days of Company's written notice of intent to terminate, unless Company and Client agree on mutually satisfactory amendment to the Proposal that may include a revision of the scope of services, adjustment of budget estimates, revised Terms and Conditions, and revised fees.

9.0 Confidentiality. Company will not disclose information regarding the proposal, Company's Services or reports, except 1) to Client, 2) parties designated by Client, 3) as provided in section 10.0 below, 4) as required by law, 5) or to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Information which is in the public domain or which is provided to the Company by third parties is excepted from the foregoing undertaking.

10.0 Public Responsibility. Client acknowledges that the Client or the Site owner, as the case may be, is now or shall remain in control of the site for all purposes and at all times. Company does not undertake to report to any federal, state, county or local public agencies having jurisdiction over the subject matter any conditions existing at the subject Site from time to time which may present a potential danger to public health, safety or the environment. Client by acceptance of this Proposal, agrees that Client will timely notify each appropriate federal, state, county or local public agency, as required by law, of the existence of any conditions at the Site which may present a potential danger to public health, safety or the environment.

Notwithstanding the provisions of section 9.0 and the foregoing, Company will comply with judicial orders or government directives, and federal, state, county or local laws, regulations and ordinances, and applicable codes regarding the reporting to appropriate public agencies of findings with respect to potential dangers to public health, safety or the environment. Company shall have no liability or responsibility to the Client or to any other persons or entity for reports or disclosures made with such statutory or other lawful requirements. Client shall defend, indemnify and hold Company harmless from and against any and all claims, demands, liabilities and expenses, including reasonable attorneys' fees, incurred by Company and arising directly or indirectly in connection with Company's reporting or disclosing such information under a bona fide belief that such reporting or disclosure is required by law.

11.0 Indemnification. To the fullest extent permitted by applicable law, unless caused by Company's sole negligence or willful misconduct, Client agrees to defend, indemnify and hold harmless Company, its subcontractors, consultants, agents, owners, directors, officers and employees harmless from and against any and all claims for damages and all costs, liability or expense, whether direct, indirect, economic or consequential, including reasonable attorneys' fees, and court and arbitration costs sustained or alleged by any person or entity other than Client, based upon or arising in connection with: 1) a release of hazardous materials or pollutants; 2) bodily injury including death and property damage (real or personal) or any other claim of damage, expense or loss, caused by the release, removal, remediation, assessment, evaluation or investigation of hazardous materials or pollutants; 3) removal, assessment, evaluation or investigation of hazardous materials or pollutants; 4) any federal, state, local or other governmental fines or penalties related to hazardous materials or pollutants; or 5) the detection, abatement, removal or replacement of products, materials, or processes containing asbestos.

12.0 Limitation of Professional Liability.

12.1 General. Client agrees that Company has neither created nor contributed to the creation of any hazardous materials, pollutants, asbestos, or other potentially dangerous substance that is now or may be in the future discovered or introduced at the Site. The Company does not assume any liability for the known and unknown presence of such materials. To the fullest extent permitted by law and notwithstanding Company's applicable insurance coverage limits, Company's liability to Client whether based upon or arising out of Company's actual or alleged breach of contract, tort, breach of warranty, negligent professional acts or omissions, or any other cause of action, is limited in the aggregate to the Company's fees actually received for Services rendered on the project or \$50,000, whichever is greater.

12.2 Increased Limit of Professional Liability. Company may, upon Client's written request, agree to increase the limit of Company's limitation of liability in consideration of payment by Client of additional monetary and other consideration. Any request for increased limit in professional liability must be made to Company in writing within five (5) days of Client's acceptance of this Proposal. Company is not obligated in any way to grant such request. Such additional monetary and other

consideration given to the Company for the additional economic risk assumed by the Company shall not be construed as a charge for the placement and provision of additional professional liability insurance by Company.

13.0 Governing Law, Severability, Modifications, Assignments. The agreement between Company and Client shall be governed by and enforceable in accordance with the laws of the State of Connecticut. The provisions of these Terms and Conditions are severable. The invalidity of any part of these Terms and Conditions shall not invalidate the remainder of these Terms and Conditions nor the remainder of any portion hereof. These printed Terms and Conditions cannot be modified orally or by any course of conduct. Any modification must be acknowledged in writing by Company. These Terms and Conditions shall take precedence over any inconsistent or contradictory provision contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document issued by Client. Client shall not assign any aspect of the agreement between Client and Company except upon the prior written consent of Company.

14.0 Standard of Care for Services. The Company agrees to perform its Services under this agreement in accordance with the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions. The Company makes no other representations and no warranties of any kind, whether express or implied, with respect to the quality or performance of the Services.

15.0 Construction-Phase Services. In the event Company is required to provide construction-phase services under this Agreement, it is expressly agreed that Company shall not have control over, charge of, or be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Construction Contractor's rights and responsibilities under generally accepted construction practices and as required under their construction contract with the Owner and/or the Client. Company shall, however, be responsible solely for the activities of its own employees while on the jobsite, but this shall not be construed to make Company in any way responsible for the site-specific safety programs of others, or to relieve the Construction Contractor from its responsibilities for maintaining a safe jobsite.

When Company is NOT required to provide construction-phase services under this Agreement, it is expressly agreed that since Company's Services do not include project observation or review of the Construction Contractor's performance, or any other construction-phase services, and since such services will be provided by Client or Owner, then Client or Owner assumes all responsibility for interpretation of the contract documents and for construction observation or review and waives any claims against the Company, its agents and employees, that may be in any way connected thereto. In addition, the Client or Owner shall defend, indemnify, and hold harmless the Company, its agents and employees, from and against any claims, losses or damages arising from the lack of construction-phase services.

16.0 Waiver of Subrogation. The Client hereby waives all rights of subrogation against the Company with respect to any damages the Client may incur to the extent such damages are covered by any insurance maintained by the Client. The Client shall endeavor to require corresponding waivers of subrogation rights in Company's favor from any contractors or consultants Client may retain to perform work or services relating to the Services.

17.0 Additional Insured. Client shall name or require its insurance carriers to name Company as an additional insured on any Commercial General Liability insurance policy maintained by Client and shall require the same of any other contractors or consultants retained by Client that may be performing work or services relative to the Services.

END OF TERMS AND CONDITIONS