

30 April 2025
0206711-100

Granby Public Schools
15-B North Granby Road
Granby, CT 06035

Attention: Christopher DeGray, Director of Facilities

Subject: Proposal for Geotechnical Engineering Services - Geoprobes
Granby Public Schools – Turf Field and Track
50 North Granby Road
Granby, CT 06035

Mr. DeGray:

Haley & Aldrich, Inc. (Haley & Aldrich) is pleased to submit this proposal for geotechnical engineering services in connection with the subject project. Our understanding of the proposed project is based on recent discussions with Granby Public Schools. The project consists of performing a subsurface investigation program to identify subsurface conditions within the limits of the existing synthetic turf field and track.

Geotechnical Engineering Scope of Work

The focus of our work will be to prepare and implement a subsurface investigation program at select locations within the limits of the existing turf field and track. We will provide a summary letter report of the investigation results with geotechnical design considerations for the track and field complex renovation.

1. Subsurface Exploration Program - Develop a subsurface investigation program for the site in consultation with the Granby Public Schools team to obtain information on subsurface conditions at the site, evaluate site fill thickness, identify presence of voids, and obtain measurement to groundwater depth (if encountered). Arrange to perform a utility locate on site and have the explorations completed by a licensed and insured subsurface exploration contractor. Provide technical monitoring of subsurface explorations so that depths and locations of subsurface explorations, as well as in-situ sampling methods, can be varied to meet the subsurface conditions encountered. Provide logs of subsurface explorations.



Image 1. Taken from Google Earth. Site shown in "blue"

Perform up to 27 geoprobe explorations to a depth of approximately 15 feet (ft) below existing ground surface in the existing turf field and track area during the proposed three-day exploration program.

Prior to conducting the geoprobe explorations, cutting of synthetic turf surface at the proposed geoprobe locations will be required by a Sport Contractor to support the removal of 2x2 ft sections of the turf for the advancement of the geoprobe sampler. Repair of synthetic turf surface will also be required by the synthetic turf contractor following completion of each geoprobe. We have included the cost of this within the geoprobe subcontractor cost summary presented in the table below.

Each of the geoprobe explorations conducted within the limits of the synthetic track will be backfilled with sand and capped with approximately 4 inches of concrete. We have excluded restoration of the synthetic track surface from our Scope of Work.

2. Geotechnical Engineering Analysis and Reporting - Prepare a letter report that contains a summary of the results of the subsurface investigations and provides geotechnical design guidance relative to upgrades/renovations to the track and field. Participate in coordination calls to discuss.

Budget

We propose to do the above scope of work for the following Fixed Price budget.

Task No.	Task Description	Subcontractor Cost	Haley & Aldrich Labor and Expense
1.	Subsurface Exploration Program		
	Prepare and Coordinate Program	-	\$2,500
	Geoprobe Explorations at Field and Track (3 field days & travel)	\$20,000 ^{Note 1}	\$3,900
2.	Geotechnical Engineering Analysis and Letter Report	-	\$5,000
	<i>subtotal:</i>	<i>\$20,000</i>	<i>\$11,400</i>
		TOTAL:	\$31,400

Notes:

1. Subcontractor cost includes a \$9,500 allowance for the Sport Contractor to cut and repair the synthetic turf surface.
2. Subcontractor's scope of work includes coordination of a "Call Before You Dig" ticket, labor and equipment to complete explorations and restore ground surface at the exploration locations as close as possible to existing conditions.
3. Assumes one mobilization for geoprobe explorations.
4. If additional days to complete the recommended explorations as described herein are required, we will not proceed without formal written authorization and approval by Granby Public Schools.
5. Cost estimates and schedule are based on the following assumptions:
 - a. Access and right of entry into the site will be provided by others.
 - b. Prior to mobilizing to site and performing the explorations, we will be provided any and all information and plans showing locations of existing utilities (above and below ground) and other structures that may exist on site.

- c. Geoprobe explorations will be backfilled with soil cuttings.
- d. Field explorations are conducted from 7:00 am to 5:00 pm.

Schedule

Geoprobe explorations can generally be mobilized within three to four weeks of receipt of signed contract. Scheduling for the Sport Field Contractor work will need to be coordinated to avoid their busy Summer Construction schedules, which typically occur between start of June through September. The work will be coordinated with Granby Public School Facilities to minimize the impact to the school sports or summer camp schedules.

Exclusions

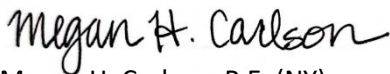
Excluded from the scope of our services is an assessment of oil or hazardous materials at the site, the presence of mold or other biological pollutants at the site, and restoration of the existing court surfaces.

Closure

If the above arrangements are satisfactory to you, please indicate your acceptance by signing and returning one copy of this letter. When accepted by you, this proposal together with the attached Terms and Conditions will constitute our Agreement.

We appreciate the opportunity to submit this proposal and look forward to our association with you on this project. Please contact the undersigned if you wish to discuss this proposal or any aspect of the project.

Sincerely yours,
HALEY & ALDRICH, INC.



Megan H. Carlson, P.E. (NY)
Project Manager



R. Scott Goldkamp, P.E. (MA/NH)
Principal

This proposal, and the attached "Standard Terms and Conditions, 2020" are understood and accepted:

Granby Public Schools

By _____
(authorized signature)

By _____
(print or type name)

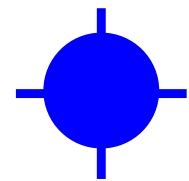
Title _____

Date _____

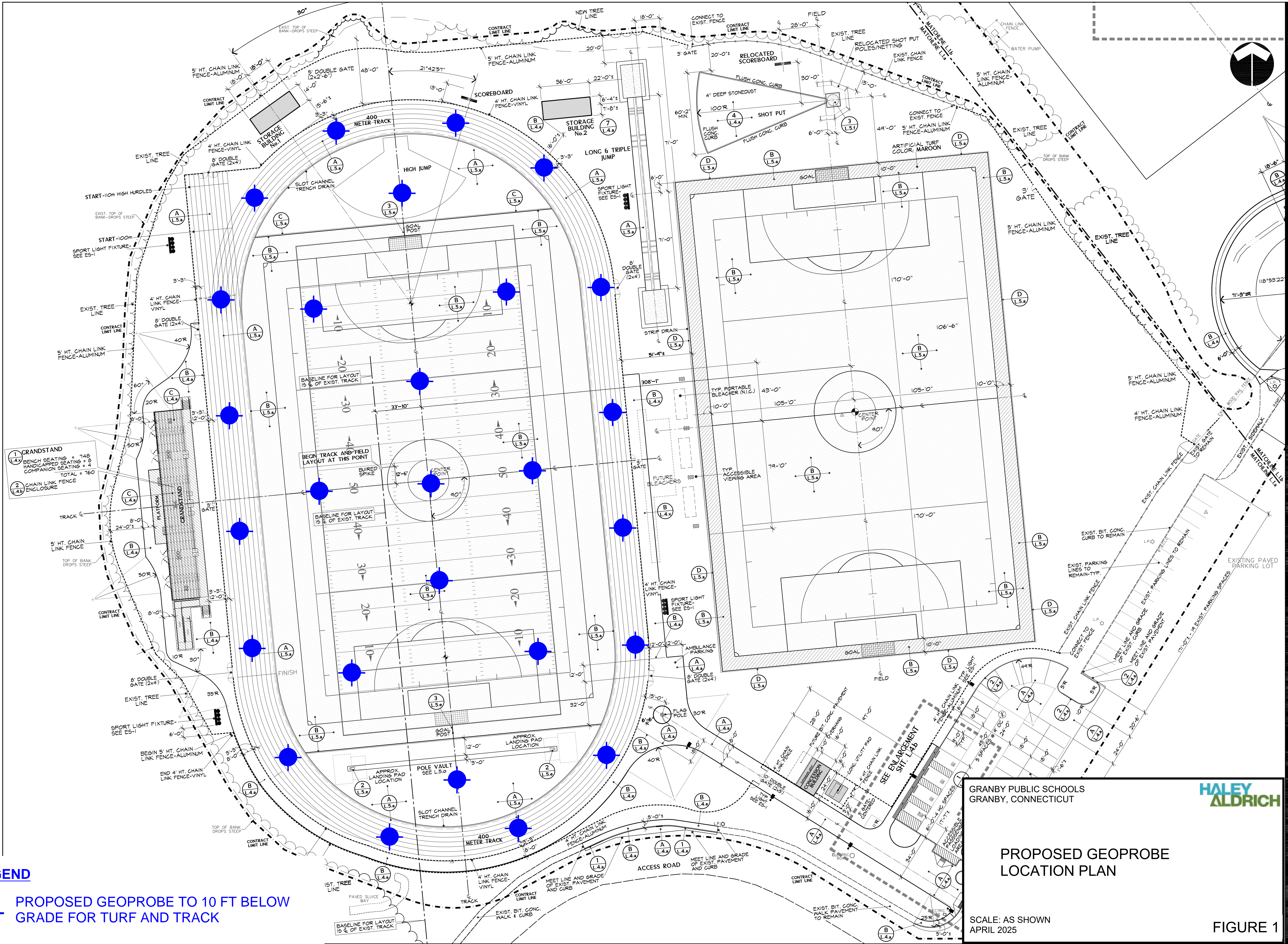
Attachments:

Figure 1 – Proposed Geoprobe Location Plan
Standard Terms and Conditions, 2020

LEGEND



PROPOSED GEOPROBE TO 10 FT BELOW
GRADE FOR TURF AND TRACK



GRANBY PUBLIC SCHOOLS
GRANBY, CONNECTICUT

HALEY
ALDRICH

PROPOSED GEOPROBE
LOCATION PLAN

SCALE: AS SHOWN
APRIL 2025

FIGURE 1

REVISIONS

DRAWN BY: JGS
CHECKED BY: GRH

GRANBY MEMORIAL HIGH SCHOOL ATHLETIC FIELDS
GRANBY, CONNECTICUT

NOTES

This drawing & details on it, as an instrument of service, is the property of CR3 LLP to be used for this specific project and shall not be loaned, copied, or reproduced without consent of CR3 LLP

SHEET NO.

L.1a

SITE
LAYOUT
PLAN

SCALE 1"=30'

DATE 01.16.13

PROJ. NO. 2012031.00

SITE PLANNING
LANDSCAPE ARCHITECTURE
571 HOPMEADOW STREET SIMSBURY, CT (860) 658-1988 FAX (860) 658-1217

1. INTRODUCTION. These Standard Terms and Conditions, together with the accompanying proposal and any attachments thereto ("Proposal"), constitute the Agreement between Haley & Aldrich, Inc., including its affiliates and subsidiaries ("Haley & Aldrich"), and the entity or person to whom the proposal is addressed ("Client") for the project at the project site ("Site") as may be referenced in the Proposal. Both parties agree that no third-party beneficiaries are intended by this Agreement, which is defined to include these Terms and Conditions and Haley & Aldrich's Proposal.
2. HEADINGS. The headings used in these terms and conditions are inserted for the convenience of the parties and shall not define, limit, or describe the scope or the intent of the provisions set forth herein.
3. PERFORMANCE OF SERVICES. Client agrees that Haley & Aldrich has been engaged to provide professional services only, and that Haley & Aldrich does not owe a fiduciary responsibility to Client. Haley & Aldrich's services will be performed in accordance with generally accepted practices of engineers and/or scientists providing similar services at the same time, in the same locale, and under like circumstances ("Standard of Care"). No warranty, expressed or implied, is included or intended by this Agreement.
4. CLIENT RESPONSIBILITIES. Except as otherwise agreed, Client will secure the approvals, Site access, permits, licenses, and consents necessary for performance of Haley & Aldrich's services under this Agreement. Client shall provide Haley & Aldrich with a plan delineating the boundaries of the Site and all documents, reports, surveys, plans, drawings, information concerning known or suspected Site conditions, above and below ground, information related to hazardous materials or other environmental or geotechnical conditions at the Site, utility information and other information that is reasonably foreseeable to be pertinent to Haley & Aldrich's services under this Agreement. If Client is not the owner of the Site, Client will make all reasonable attempts to obtain these same documents and provide them to Haley & Aldrich. Unless otherwise agreed to in writing by Haley & Aldrich, Haley & Aldrich shall be entitled to rely on documents and information Client provides.
5. PAYMENT. Invoices will generally be submitted monthly. Payment will be due within thirty (30) days of invoice date. Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month on the outstanding balance. In the event Haley & Aldrich must engage counsel to enforce overdue payments, Client will reimburse Haley & Aldrich for all attorney's fees and court costs.
6. INSURANCE. Haley & Aldrich will maintain: workers' compensation insurance as required under the laws of the state in which the services will be performed; commercial general liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, including death and property damage; automobile liability insurance with a combined single limit of \$1,000,000 per occurrence; professional liability insurance in the amount of \$1,000,000 per claim and in the aggregate; and contractor's pollution liability insurance in the amount of \$1,000,000 per occurrence and in the aggregate.
7. OWNERSHIP OF DOCUMENTS AND AUTHORIZED USE. All documents and all processes created, prepared, or furnished under this Agreement by Haley & Aldrich are its instruments of service and all ownership and copyright rights of the same shall remain with Haley & Aldrich. Haley & Aldrich's instruments of service are prepared solely for Client and made available to Client only for the purpose set forth in the Proposal. Client may make and retain copies of Haley & Aldrich's instruments of service, opinions, or reports or otherwise related documents ("Instruments of Services") for the project at the Site. Any (1) reuse or modification of Haley & Aldrich's Instruments of Services without written verification or adaption by Haley & Aldrich for the specific purpose intended and/or (2) unauthorized use of, or reliance upon, Haley & Aldrich's Instruments of Services by any other party, or for any other project or purpose, except and unless Haley & Aldrich provides prior written authorization, shall be at Client's and/or any third party's sole risk and without any liability or legal exposure to Haley & Aldrich. Client shall indemnify, defend, and hold harmless Haley & Aldrich from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Client agrees that any such verification or adaptation of Haley & Aldrich's documents and processes shall entitle Haley & Aldrich to just and proper compensation.
8. CONFIDENTIALITY. Haley & Aldrich will hold confidential all business and technical information obtained or generated in performing of services under this Agreement. Haley & Aldrich will not disclose such information without Client's consent except to the extent required for: (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health, and welfare; (3) compliance with any court order, statute, law, or governmental directive; and/or (4) protection of Haley & Aldrich against claims or liabilities arising from the performance of services under this Agreement. Haley & Aldrich's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

9. SUSPENSION OF WORK AND TERMINATION. Client may, at any time, suspend further work by Haley & Aldrich or terminate this Agreement. Suspension or termination shall be by written notice effective three (3) business days after receipt by Haley & Aldrich. Client agrees to compensate Haley & Aldrich for all services performed and commitments made prior to the effective date of the suspension or termination, together with reimbursable expenses including those of subcontractors, subconsultants, and vendors. Client acknowledges that its failure to pay all invoices on time and in full, including accrued interest, may result in a suspension of services by Haley & Aldrich. In the event of a suspension of services due to Client's failure to pay all invoices on time and in full, Haley & Aldrich shall have no liability to Client for delay or damage to Client or others because of such suspension of services.
10. FORCE MAJEURE. Except for Client's obligation to pay for services rendered, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, fire, flood, unanticipated Site or subsurface conditions, pandemics, explosion, war, terrorism, request or intervention of a governmental authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain materials, equipment, fuel or transportation.
11. SUBSURFACE RISKS. Client shall disclose to Haley & Aldrich any known or suspected subsurface conditions, below ground structures, and information related to hazardous materials or other environmental or geotechnical conditions at the Site. Client recognizes that inherent risks occur in the exploration and evaluation of subsurface conditions. Even with the information the Client provides to Haley & Aldrich and a comprehensive sampling, testing and exploration program performed in accordance with the Standard of Care, certain underlying conditions and/or structures may not be identified, and Client agrees to accept this level of risk. Client agrees to indemnify and hold Haley & Aldrich, and each of their subcontractors, consultants, officers, directors, and employees (Haley & Aldrich) harmless against any and all claims, losses, liabilities or damages, direct or consequential, related to interference with subterranean structures, or other such subsurface conditions, substances, or features that are not called to Haley & Aldrich's attention in writing, shown on documents provided by Client, or could not be reasonably detected by exercising the Standard of Care.
12. HAZARDS AND HAZARDOUS MATERIALS.
 - 12.1 Disclosure of Hazards (Right to Know). Haley & Aldrich will take reasonable precautions for the health and safety of Haley & Aldrich's employees while at the Site. Client will obtain from Site owner, and others as applicable, and furnish to Haley & Aldrich, prior to Haley & Aldrich beginning services under this Agreement, all available information concerning Site conditions, including, but not limited to: subsurface conditions, oil, hazardous material, toxic mold and biological conditions, radioactive or asbestos material in, on or near the Site. If such a material or condition is discovered that had not been disclosed to Haley & Aldrich, then, upon notification, Client and Haley & Aldrich shall seek an equitable adjustment to be made to this Agreement. By authorizing Haley & Aldrich to proceed with the services, Client confirms that Haley & Aldrich has not created nor contributed to the presence of any hazardous substances at or near the Site. Client agrees to assume all liability and shall indemnify, defend and hold Haley & Aldrich harmless from any claims, losses, liabilities or damages arising out of (1) personal injury or death resulting from such hazardous material or condition and/or (2) a release of hazardous substances except to the extent the release was caused by Haley & Aldrich's gross negligence or willful misconduct in the performance of the services.
 - 12.2 Hazardous Materials. Before any hazardous or contaminated materials are removed from the Site, Client shall sign manifests naming Client as the Generator of the waste (or, if Client is not the Generator, Client will arrange for the Generator to sign the manifest). Client shall select the treatment or disposal facility to which any waste is taken. Haley & Aldrich shall not be the Generator, Owner, Arranger, Operator, nor will it possess, take title to, or assume any legal liability for any hazardous or contaminated materials at or removed from the Site. Haley & Aldrich shall not have responsibility for or control of the Site or of operations or activities at the Site other than its own. Haley & Aldrich shall not undertake, arrange for or control the handling, treatment, storage, disposal, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than laboratory samples it collects or tests (which shall be returned to Client for disposal). Client agrees to defend, indemnify and hold harmless Haley & Aldrich for any costs or liability incurred by Haley & Aldrich in defense of or in payment for any legal actions in which it is alleged that Haley & Aldrich is the Owner, Operator, Generator, Arranger, Treater, Storer or Disposer of hazardous waste. Capitalized terms used herein shall have the meanings assigned to them in RCRA and CERCLA.
13. DIFFERING SITE CONDITIONS. If, during the course of performance of this Agreement, conditions or circumstances are discovered, which were not contemplated or anticipated by Haley & Aldrich, or otherwise provided to Haley & Aldrich by the Client, at the commencement of this Agreement or which differ materially from those indicated in Haley & Aldrich's Proposal, Haley & Aldrich may notify Client in writing of the newly discovered conditions or circumstances, and Client and

Haley & Aldrich shall renegotiate, in good faith, the scope of work and terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Haley & Aldrich may terminate this Agreement.

14. SAMPLES. Samples of soil, rock, water, waste, or other materials collected from the Site may be disposed of sixty (60) days from sampling date unless Client advises otherwise in writing or unless applicable law requires their retention. Haley & Aldrich will dispose of such samples with a qualified waste disposal contractor. Client shall pay all costs associated with the storage, transport, and disposal of samples, and agrees to indemnify, defend and hold Haley & Aldrich harmless for any liability arising therefrom. If samples must be stored by Haley & Aldrich for longer than sixty (60) days from sampling date, Client shall pay all associated storage costs. Client recognizes and agrees that Haley & Aldrich is a bailee and assumes neither title to said waste or samples nor any responsibility as generator of said waste or samples.
15. ENGINEERING/CONSULTING SERVICES DURING CONSTRUCTION. Haley & Aldrich shall not, during construction Site visits, shop drawing review, or as a result of observations of construction work, supervise, direct, or have control over any contractors' means, methods, work sequences or procedures of construction selected by contractors. Haley & Aldrich shall not be liable for any of contractors' work, safety precautions or programs incident to contractors' work. Haley & Aldrich shall not have any liability whatsoever for any failure of contractors to comply with any laws, rules, regulations, ordinances, codes or orders. Haley & Aldrich neither guarantees nor warrants the performance of any contractors' work and does not assume responsibility for any contractors' failure to furnish any labor, materials, equipment or related work in accordance with any agreement or contract documents.
16. ADDITIONAL SERVICES. Haley & Aldrich's compensation hereunder shall be subject to adjustment to recognize any increase in costs due to additional services requested or authorized by Client. Such additional services shall include, but not be limited to, additions in the manner or method of Haley & Aldrich's performance of Services or due to changes in schedule or circumstances not solely caused by or under the control of Haley & Aldrich. These additional services shall be verified in writing by the parties and performed on the basis of mutually agreed rates, or other such basis agreed to by the parties.
17. WAIVER OF CONSEQUENTIAL DAMAGES. Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees, or contractors of any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect, special, collateral, punitive, exemplary or consequential damages arising out of or related to the services, whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, and strict liability of any protected individual or entity), statute or otherwise.
18. WAIVER OF PERSONAL LIABILITY. No officer, director, or employee of Haley & Aldrich shall bear any personal liability to Client for any injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement or the performance of services hereunder.
19. LIMITATION OF REMEDIES. To the fullest extent permitted by law, the total aggregate liability of Haley & Aldrich, its officers, directors, and employees to Client, and anyone claiming by, through, or under Client, including all authorized Relying Parties, as applicable, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Haley & Aldrich's services, from any cause or causes whatsoever, including, but not limited to, negligence, errors, omissions, strict liability or contract, shall be limited to an aggregate amount of \$50,000 or Haley & Aldrich's fee, whichever is greater.

If Client prefers not to limit Haley & Aldrich's liability to this sum, Haley & Aldrich may increase this limitation upon Client's written request, provided that Client agrees to pay an additional fee agreed to by the parties. The additional fee is for the additional risk assumed by Haley & Aldrich and is not a charge for additional liability insurance.
20. DISPUTE RESOLUTION. If a dispute arises out of or relates to this Agreement or the breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. Except for payment matters, if a dispute is not resolved by these negotiations, the matter will be submitted to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. Except for payment matters or to preserve mechanics' lien rights, neither party will commence a civil action until after the completion of an initial mediation session.
21. LEGAL ACTION. All legal actions by either party against the other for any cause or causes, including, but not limited to, breach of this Agreement, negligence, misrepresentations, breach of warranty or failure to perform in accordance with the

Standard of Care, however denominated, shall be barred two (2) years from the day after completion of Haley & Aldrich's Services. Client agrees to compensate Haley & Aldrich for services performed in response to any legal action, subpoena, or court order arising out of or related to Haley & Aldrich's services under this Agreement at Haley & Aldrich's Standard Fee Schedule then in effect.

22. **TAXES.** Unless otherwise provided for in the scope of services, Haley & Aldrich's fee is exclusive of sales, use, or similar tax imposed by taxing jurisdictions on the amount of fees or services. Should such taxes be imposed, Haley & Aldrich will collect and remit any applicable sales taxes. Client's documentation of exemption from sales or use taxes, if any, must be provided to Haley & Aldrich prior to services being performed.
23. **SEVERABILITY.** If any of these Terms and Conditions are finally determined to be invalid or unenforceable in whole or part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these Terms and Conditions 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.
24. **SURVIVAL.** All Terms and Conditions contained herein shall survive the completion of Haley & Aldrich's services on this project or the termination of services for any cause.
25. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be solely governed, and construed and enforced, in accordance with the laws of the State or Commonwealth where the services are performed, without regard to its conflict of laws rules. Client agrees to submit and consent to the jurisdiction of the courts in that State or Commonwealth in any action brought to enforce (or otherwise arising from or relating to) this Agreement.
26. **ASSIGNMENT.** This Agreement shall not be assigned by either party without the express written consent of the other.
27. **PRECEDENCE.** These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, right of entry, or like document.
28. **ENTIRE AGREEMENT.** **Client and Haley & Aldrich agree that all provisions of these Terms and Conditions were mutually negotiated and agreed upon, and that this Agreement represents the entire Agreement between the parties.** No modification or alteration of any provision of this Agreement shall be binding upon either Client or Haley & Aldrich, unless such modification or alteration is mutually agreed to, is in writing, and is signed by the party against whom such modification or alteration is sought to be enforced.

END OF TERMS AND CONDITIONS