



November 5, 2014

Randy Lawrence, Supervisor
Town of Sterling
1290 State Route 104A
Sterling, NY 13156

Re: Town of Sterling - Water District #1
Bid Results for Subsurface Investigation

Dear Mr. Lawrence:

Enclosed for your review are the cost proposals for the subsurface investigation work for the Water District #1 Project.

We requested proposals from Atlantic Testing Laboratories, CME Associates, NYEG Drilling, and Northeast Specialized Drilling. The table below represents a summary of the results:

Atlantic Testing Laboratories	\$7,137
CME Associates	\$4,045
NYEG Drilling	\$3,725
Northeast Specialized Drilling	\$2,490

We have reviewed the attached proposals and agreements for the subsurface investigation work and are recommending Northeast Specialized Drilling for an estimated cost of \$2,490.

We have attached three extra copies of the Northeast Specialized Drilling proposal for your signature. **Please sign all three copies of the Northeast Specialized Drilling proposals, where the sign arrow tags indicate**, keep one for your records, and return two (2) to our office.

We have also enclosed a resolution for your next board meeting (November 17, 2014) to award the subsurface investigation work to Northeast Specialized Drilling, subject to concurrence with USDA Rural Development.

Should you have any questions, please feel free to contact us at 315-386-2623.

Respectfully submitted,

Steve Willard
C2AE

Enc

- c. Marcy Newman - Rural Development – with enc
- Natalie Meneilly – Northeast Specialized Drilling – letter only



**PO Box 28
Liverpool, New York 13088**

November 03, 2014

Proposal # NSD-008

Client:	Town of Sterling	Attn:	Steve Willard
Address:	c/o c2ae 70 Main Street	Phone:	315-386-2623
	Canton, New York 13617	Email:	stevenwillard@c2ae.com

**RE: Drilling Services
Water District #1
Sterling, New York**

Dear Steve:

Northeast Specialized Drilling, Inc. (NSD, Inc.) is submitting the following proposal to provide services for the design of Water District #1 in the Town of Sterling, NY.

Our Scope of Services is as follows:

- ❖ Mobilize/Demobilize Drill Rig & Two-Man Crew.
 - Seven (7) soil borings will be advanced. Five (5) borings will be advanced to a depth of 8' below grade, one (1) boring will be advanced to an estimated depth of 25' below grade and one (1) boring will be advanced to an estimated depth of 35' below grade. The Crew will be prepared to obtain a Bedrock Core at the direction of the Engineer. All boring termination depths will be approved by the Engineer prior to demobilizing from each location.
- ❖ Deliverables will include a report of findings consisting of typed boring logs, groundwater readings, if encountered, a boring location sketch for each location and a key to boring logs.

Our Fee Schedule is attached.

The following Terms and Conditions will apply:

- ❖ Services will be provided in general conformance with Proposal #NSD-008 dated November 03, 2014 and/or Master Services Agreement that was executed between NSD, Inc. and the Town of Sterling.
- ❖ Client is responsible for locating and marking private owned utilities prior to our arrival. Repairs to damaged unmarked or mismarked private owned utilities will be the responsibility of the Client.
- ❖ Please note that **Notice to Proceed** will be excepted from the Engineer on behalf of the Town of Sterling.
- ❖ Town of Sterling will be billed directly for services provided by NSD, Inc.
- ❖ Estimate is valid for 30 Days.
- ❖ Payment is due within 30 Days.

cheney@nsdrill.com

meneilly@nsdrill.com



**PO Box 28
Liverpool, New York 13088**

Proposal # NSD-008

Page 2

Northeast Specialized Drilling, Inc. would like to thank you for the opportunity to provide services on this project. Please feel free to contact the undersigned with any questions.

Sincerely,

Natalie A. Meneilly
Project Manager

ACCEPTANCE – TOWN OF STERLING

The signature below acknowledges acceptance of the Scope of Work, Fee Schedule and Terms as described above.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Town of Sterling – Water District #1
Cayuga County, NY
Water Distribution Project
Subsurface Investigation

Location: See Attached Spreadsheet

Item	Estimated Quantity	Unit	Unit Price	Total
Mobilization & Demobilization	1	L.S.	\$350.00	\$350.00
Hollow Stem Auger Boring with Split Spoon Sample	100	V.Ft.	\$20.00	\$2,000.00
N-Series Rock Core if Required	1	V.Ft.	\$65.00	\$65.00
Report Preparation	1	Ea.	\$75.00	\$75.00
TOTAL				\$2,490.00

The quantities listed above are estimated. The actual quantity may vary.

* Price shall include all miscellaneous costs necessary to complete the subsurface investigation, ie: permits, flagmen and Maintenance and Protection of Traffic per the Manual of Uniform Traffic Control Devices, utility clearances, restoration, bonds and any others not specifically mentioned.

Submitted by: Northeast Specialized Drilling, Inc.

Date: November 03, 2014



October 30, 2014

Proposal # 14-0130

C2AE
Capital Consultants Architecture & Engineering
70 Main St
Canton, NY 13167

Attn: Mr. Steven Willard

Phone: 315-386-2363 Ext. 205
Fax: 315-386-2632
Email: steven.willard@c2ae.com

RE: DRILLING SERVICES – TOWN OF STERLING- WATER DISTRICT #1

Dear Mr. Willard:

NYEG Drilling, LLC is pleased to submit the following cost estimate to perform drilling services at the above referenced location. Our Scope of Work is as follows:

SCOPE OF WORK

- Notify public owned utilities.
- Mobilize & Demobilize truck mounted drill rig & crew.
- Provide traffic control as needed per MUTCD.
- Provide hand drawn maps referencing (2) existing landmarks.
- Drill (8) Borings with a total accumulation of 100 LF.
- Provide typed boring logs.
- Restore surface to match existing conditions.

FEE SCHEDULE

Item Description	Amount	Units	Rate	Total
Mobilize and Demobilize truck rig	1	LS	\$350.00	\$350.00
Hollow stem auger boring with Split Spoon Sample	100	V.FT	\$30.00	\$3,000.00
N Series Rock Core, If required	1	V.FT	\$75.00	\$75.00
Report Preparation (typed boring logs/ Hand drawn maps)	1	Each	\$300.00	\$300.00
Billing Subtotal				\$3,725.00
Sales Tax				\$0.00
Total Estimated Billing				\$3,725.00



Page 2 Proposal #14-0130

RE: DRILLING SERVICES – TOWN OF STERLING – WATER DISTRICT #1

TERMS

- Payment Due Net 30 Days upon receipt of invoice.
- Invoicing is based on unit pricing.
- Free and easy access to work site and areas.
- **Sales tax is not included**. Please provide exempt certificate, if applicable.
- Offer valid for 30 days.
- Additional items encountered, will be handled via change order, as directed by client.
- All private property utilities must be identified by the owner and marked or shut off prior to our arrival. Any work associated with the repair, replacement or relocation while working around such utilities will be the responsibility of the owner and is not included in the above.
- The conditions set forth herein shall constitute the entire agreement relating to services to be provided by NYEG Drilling LLC. Any amendment or modification shall not be binding unless in writing and executed by both parties. NYEG Drilling LLC shall assume no liability for any claims, losses, damages and other costs, whether actual or consequential, resulting from services provided by others.
- Account balances that remain unpaid beyond thirty days of the invoice date will be subject to interest charges at a rate of 1.5 % per month. In the event that it becomes necessary to commence action to collect payment of our invoices, the CLIENT agrees to pay any and all costs, including attorney fees, court expenses, or arbitration costs, associated with such action. Further, NYEG Drilling LLC reserves the right to discontinue services and withhold unpaid work product, at our sole discretion, at any time that our invoices are not paid within 30 days.

If you have any questions regarding this information, please contact me at 315-752-0110.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Lyon", is written over a horizontal line.

Jeff Lyon
President

jl/lb

Enclosed: Bid Sheet

Indemnification Statement:

Any condition which may currently exist, and/or cause to exist in the future which may result in pollution and/or other damage to any person or property of any nature, which was not in the scope of this project as outlined and detailed in the proposal, proposal amendments and/or billing(s), shall be and remain the sole liability of the customer, who shall indemnify, defend and hold harmless NYEG Drilling LLC its owners, officers, assigns, representatives and employees from any suit or remedy at law of any nature whatsoever.

Proposal Acceptance: _____ **Date:** _____

Town of Sterling – Water District #1
Cayuga County, NY
Water Distribution Project
Subsurface Investigation

Location: See Attached Spreadsheet

Item	Estimated Quantity	Unit	Unit Price	Total
Mobilization & Demobilization	1	L.S.	\$350.00	\$350.00
Hollow Stem Auger Boring with Split Spoon Sample	100	V.Ft.	\$30.00	\$3,000.00
N-Series Rock Core If Required	1	V.Ft.	\$75.00	\$75.00
Report Preparation	1	Ea.	\$300.00	\$300.00
TOTAL				\$3,725.00

The quantities listed above are estimated. The actual quantity may vary.

* Price shall include all miscellaneous costs necessary to complete the subsurface investigation, ie: permits, flagmen and Maintenance and Protection of Traffic per the Manual of Uniform Traffic Control Devices, utility clearances, restoration, bonds and any others not specifically mentioned.

Submitted by: Jeff Lyon, NYEG Drilling, LLC

Date: October 30, 2014



CME
Associates, Inc.

6035 Corporate Drive
East Syracuse, New York 13057
(315) 701-0522
(315) 701-0326 (Fax)

www.cmeassociates.com

November 5, 2014

C2ae – Capital Consultants Architecture and Engineering (Client)

70 Main Street

Canton, New York 13617

Phone: 315.386.2623

Cell: 315.386.2632

Email: steven.willard@c2ae.com

Attn: Mr. Steve Willard, Project Manager

Re: Subsurface Exploration Services for the
Town of Sterling – Water District #1, Cayuga County, New York
CME Proposal/Agreement No.: 05.4426
Page 1 of 2

Dear Mr. Willard:

CME Associates, Inc. (CME) is pleased to provide **C2ae – Capital Consultants Architecture and Engineering** with the attached fees and agreement for Subsurface Exploration Services for the referenced project. **CME's** relationship with **C2ae – Capital Consultants Architecture and Engineering** is expected to be in conformance with the attached "*Terms and Conditions for Subsurface Exploration Services Agreement*". Please carefully review these terms to establish your understanding of the services, your responsibilities and the general conditions of our Agreement.

PRIVATE UTILITIES

C2ae – Capital Consultants Architecture and Engineering is responsible to identify privately owned utilities at the project site. **C2ae – Capital Consultants Architecture and Engineering** shall designate an individual to act on behalf **C2ae – Capital Consultants Architecture and Engineering** in regard to this matter. Said person's name shall be identified below with phone number. Written confirmation that marked locations are clear to drill or excavate shall be provided to **CME**, prior to **CME** mobilizing equipment to the site. In the event that **CME** damages a privately owned utility that was not marked by **C2ae – Capital Consultants Architecture and Engineering**, **CME** shall not be responsible for any damage whatsoever. By signing this agreement, **C2ae – Capital Consultants Architecture and Engineering** understands and agrees to this. If **C2ae – Capital Consultants Architecture and Engineering** cannot identify privately owned utilities, **CME** can subcontract this service out to a firm that specializes in this service. If this is the case, please let us know. **CME** shall be compensated for this service. This compensation will occur through a drilling services change order.

Designated Private Utility Contact

Phone Number

Signature



Agreement Acceptance and Execution

If **C2ae – Capital Consultants Architecture and Engineering** desires to engage **CME** for the services as described in the attached Terms and Conditions and this Proposal, please execute below and return to us. This Agreement shall mean the attached Terms and Conditions, this Proposal and any exhibits noted each of which is incorporated herein. By execution hereof, **CME** and **C2ae – Capital Consultants Architecture and Engineering** warrant that he/she has full authority to act for, in the name, and on behalf of, **CME** and **C2ae – Capital Consultants Architecture and Engineering**. Also, please fill out the attached Confidential Credit Application and return to our office. **CME** cannot commence with services until all required forms are completed and returned to our office.

Respectfully submitted,
CME Associates, Inc.

A handwritten signature in blue ink, appearing to read "C. Paolini", is written over a horizontal line.

Christopher R. Paolini, P.E.
Senior Vice President

CP.nlb

Attachments: Bid Form (1 Page)
Terms and Conditions for Subsurface Exploration Services Agreement (3 pages)
Confidential Credit Application (2 pages)

**C2ae – Capital Consultants Architecture
and Engineering (Client)**

Date Signed (Agreement Date)

Client Signature Designates Agreement

Printed Name and Title

CME Proposal/Agreement No.: 05.4426

Town of Sterling – Water District #1 Cayuga County, NY Water Distribution Project Subsurface Investigation				
Location: See Attached Spreadsheet				
Item	Estimated Quantity	Unit	Unit Price	Total
Mobilization & Demobilization	1	L.S.	\$1,250.00	\$1,250.00
Hollow Stem Auger Boring with Split Spoon Sample	100	V.Ft.	\$25.00	\$2,500.00
N-Series Rock Core if Required	1	V.Ft.	\$95.00	\$95.00
Report Preparation	1	Ea.	\$200.00	\$200.00
TOTAL				\$4,045.00

The quantities listed above are estimated. The actual quantity may vary.

* Price shall include all miscellaneous costs necessary to complete the subsurface investigation, ie: permits, flagmen and Maintenance and Protection of Traffic per the Manual of Uniform Traffic Control Devices, utility clearances, restoration, bonds and any others not specifically mentioned.

Submitted by: CME Associates, Inc.

Date: November 5, 2014

TERMS AND CONDITIONS FOR SUBSURFACE EXPLORATION SERVICES AGREEMENT

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Page 1 of 3

1.0 SERVICES

1.1 CME Associates, Inc. (hereinafter called "CME") will provide services to Client in accordance with these Terms and Conditions, the attached CME Proposal and any exhibits noted in said Proposal, for the Project Site which is the subject of this Agreement. Services may include, but shall not be limited to, subsurface exploration, test excavation, exploratory drilling, sampling and testing.

1.2 CME will prepare and submit exploratory logs and test reports of services performed. Both parties shall consider reports to be confidential instruments of service and the property of CME. CME will distribute reports only to those persons specifically designated by the Client in writing. CME may provide reports in an electronic format; however, the paper original prepared by CME shall remain the final product of CME's services. CME will retain pertinent records relating to service reports for a period of three years following submission of the report.

1.3 When included in CME's workscope, CME will layout and mark the test and exploration locations at the project site using Client furnished information.

1.4 After layout, CME will contact UFPO-Dig Safely New York, wait the required time, confirm utility response, respect field marks, and conduct exploration or digging with care. Upon proper notice and authorization and at Client's expense, CME will arrange for locating and clearing field test and exploration locations of privately-owned utilities and obscure and man-made objects which do not fall under the jurisdiction of the Public Utility Companies and will not be marked by UFPC-Dig Safely New York.

1.5 After CME receives all utility clearance confirmations, CME will commence subsurface exploration, sampling and testing. CME will endeavor to reduce alteration and damage to the project site as a result of the subsurface exploration services but makes no guarantee to restore the site to its previous condition.

2.0 CLIENT'S RESPONSIBILITIES

2.1 Client will furnish right of entry of the employees, agents and subcontractors of CME and all CME equipment needed to perform the services on the project. While CME will endeavor to reduce alteration and damage to the project site as a result of intrusive exploration methods, the Client understands and agrees that in the normal course of the services, some damage will occur, the correction of which is not part of this agreement.

2.2 Client will disclose the identity, presence and location of all privately owned, hidden or obscure utilities and man-made objects known to Client relative to the field test and project exploration locations. Client agrees to hold CME harmless and pay for any damages to privately owned, hidden or obscure utilities and man-made objects which were not disclosed or accurately shown on Client furnished documents, or disclosed and marked accurately by Client or by UFPO-Dig Safely New York.

2.3 Client will designate the person to act as the Client's Representative with respect to CME's services. Client's Representative shall have complete authority to schedule services, transmit instructions, receive information and data, interpret and define the Client's policies and decisions with respect to the Project; to bind Client with respect to decisions made in connection herewith; to contemporaneously orally authorize and direct changes to CME's scope of services; and to contemporaneously orally order, at the Client's expense, CME's services.

3.0 GENERAL CONDITIONS

3.1 **STANDARD OF CARE**-CME will endeavor to conduct services identified herein in a manner consistent with that level of care and skill ordinarily exercised by members of the industry currently practicing in the same locality and under similar conditions as this project. No warranty, either express or implied, is made or intended by CME's proposal, contract, and written and oral reports, all of which warranties are hereby expressly disclaimed. CME shall not be responsible for the acts or omissions of Client, its contractors, agents and consultants. CME may rely upon information supplied by Client, its contractors, agents and consultants or information available from generally accepted reputable sources, without independent verification, and CME assumes no responsibility for the accuracy thereof.

3.1.1 In accepting CME's reports of subsurface exploration and tests performed pursuant to this agreement, the Client agrees that the extent of CME's obligation with respect thereto is limited to the furnishing of such data. The Client recognizes that subsurface conditions may vary from those encountered at the locations where sampling, testing, borings, surveys or explorations were made by CME. CME will be responsible for those data, and the reporting thereof but shall not be responsible for the interpretation or use by others of the information developed by CME. Client agrees to indemnify and hold CME harmless from and against all claims, losses and expenses arising from the interpretation or use by others of the data and reports provided by CME.

Client: C2ae – Capital Consultants Architecture and Engineering
CME Proposal/Agreement No.: 05.4426



TERMS AND CONDITIONS FOR SUBSURFACE EXPLORATION SERVICES AGREEMENT

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3.2 INSURANCE-CME shall secure and maintain, throughout the full period of this Agreement; insurance required by statute to protect it from claims under applicable Workers' Compensation Acts and such other coverage as CME deems necessary to protect it from claims for bodily injury, death or property damage as may arise from the performance of services under this Agreement. CME will, upon request, file certification of such insurance coverage with Client, prior to the commencement of services hereunder. CME's proposal and fees are based on CME's insurance coverage, limits and endorsements in existence as of the date of the Proposal. Client agrees that the cost of any additional insurance coverage, limits and endorsements required by Client for the Project will be paid for by Client.

3.3 LIMITATION OF LIABILITY-CME and Client mutually agree that the services to be provided pursuant to this Agreement involve risks of economic liability which cannot be adequately compensated for by the payments Client will make under this Agreement. Client further acknowledges that CME is not an insurer and CME's fees for its services to be provided hereunder are based solely upon the value of services provided, as determined by CME in its sole discretion. Therefore, to the fullest extent permitted by law, the total cumulative liability of CME, its agents, employees and subcontractors to Client, its agents, employees, suppliers, subcontractors or any third-party claim by, through or under Client, whether in contract, tort, including but not limited to negligence, strict liability or common law, arising out of, connected with, or resulting from the services provided by CME pursuant to this Agreement shall not exceed the total fees paid by Client hereunder as of the date of such claim or Fifty Thousand and 00/100 Dollars (\$50,000), whichever is more. CME's consideration to Client for this limit of liability is specially reflected in CME's fees for services under this Agreement as such fees are less than CME would otherwise charge for similar services under an agreement without a limitation of liability. Notwithstanding the foregoing, at an additional cost defined in Exhibit "1" attached hereto, Client may, prior to CME's commencement of services under this Agreement, obtain protection for full liability arising out of any breach of contract or negligent acts or omissions by CME. For purposes of this Agreement, the phrase "full liability" shall mean either (i) an increase in the dollar amount set forth above to an amount in excess of Fifty Thousand and 00/100 Dollars, or (ii) a removal of the dollar amount(s) set forth above. The parties agree and acknowledge that the additional cost is compensation for CME increasing CME's limit of liability. The additional cost is not an insurance cost. Client is cautioned that if Client chooses not to increase CME's liability exposure hereunder, this is a limited liability Agreement limiting the liability of CME to the fullest extent permitted by law; therefore, Client is advised to carefully review Client's risks of liability related hereto and address such risks through Client's own insurance programs or through other means, as determined by Client. Client expressly consents to the limitation of liability set forth herein.

3.4 INDEMNITY-Client shall, to the fullest extent permitted by law, indemnify and hold CME, its officers, directors, shareholders, agents, employees, and representatives harmless from any and all liability costs, damages, attorney's fees and expenses from any claims or causes of action of whatever nature arising from Client's work in connection with the Project, including, without limitation, all claims relating to Client's contractors, subcontractors, suppliers, employees or other agents, or by reason of any claim or dispute by any person or entity for damages from any cause directly or indirectly relating to any action or failure to act by Client, its contractors, subcontractors, suppliers, employees or other agents.

3.5 PAYMENT-Client will pay CME for services and expenses in accordance with the attached Proposal. CME's invoice will be presented at the completion of its work and/or monthly, as agreed upon by the parties, and will be paid within thirty (30) days of receipt by Client or Client's Representative. If written inquiry is not received within ten (10) days of Invoice Date, the invoice is deemed to be correct, and if payment in full is not received within the time period set forth above, a finance charge of one and one-half (1.5) percent per month will be applied to the outstanding balance. Client shall pay all expenses incurred by CME for lien or collecting any delinquent amount, including, without limitation, attorney and filing fees and expenses. Client agrees that CME's right to payment shall not be conditioned upon payment by a third party.

3.6 HAZARDOUS ENVIRONMENTAL CONDITIONS-Client shall advise CME of any hazardous environmental conditions and wastes at or near the site at which CME is to perform services. If CME discovers hazardous environmental conditions or wastes after CME commences services, or if CME discovers the nature or extent of hazardous environmental conditions or wastes differs materially from what Client advised CME, both Parties agree that CME's scope of services, schedule and compensation fee shall be adjusted as needed to complete the work without injury or damage, and that all notifications required by law shall be made.

3.7 SAMPLES - Samples collected or tested by CME remain the property of the Client while in the custody of CME. CME will dispose of all unconsumed samples thirty (30) days after submission of test report to Client, in a manner deemed appropriate by CME. Samples consumed in the testing process will be discarded immediately after test completion. CME will return hazardous, acutely toxic, or radioactive samples and sample containers and residues to Client. Client agrees to accept such samples and sample containers.

TERMS AND CONDITIONS FOR SUBSURFACE EXPLORATION SERVICES AGREEMENT

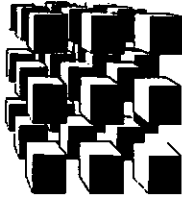
tcseas 0814

Page 3 of 3

- 3.8 ACCEPTANCE WITHOUT SIGNATURE-**For purposes of convenience, Client may choose to accept this Agreement orally and to orally authorize CME to initiate services, provided such acceptance is confirmed in writing by CME. In that event, Client specifically agrees that as a material element of the consideration CME requires to execute the services indicated herein, oral acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all Terms and Conditions of this Agreement. Unilateral modification of this Agreement subsequent to CME's initiation of services is expressly prohibited. Furthermore, all preprinted terms and conditions on Client's purchase order, executed purchase order acknowledgment form, task or work order are inapplicable to this Agreement and CME's involvement in the Project.
- 3.9 SAFETY-**With respect to project site safety, CME shall be responsible solely for the on-site activities of its employees, and this responsibility shall not be construed by any party to relieve the project site's Owner or Client or Contractor from its obligation to provide and maintain a safe project site. Should Client, or third parties, be conducting activities on or about the project site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
- 3.10 ADDITIONAL OR INCONSISTENT TERMS-**Terms and conditions set forth in any document provided by the Client or Client's designee subsequent to CME's commencement of services which are not noted in CME's Proposal, and which differ from, conflict with, or are not included in this Agreement, shall not become a part of this Agreement unless such terms and conditions are specifically accepted by CME in writing. The ordering of the services from CME shall constitute acceptance of the terms of CME's Proposal and these Terms and Conditions.
- 3.11 LAW TO APPLY-**The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding any conflicts of law principles thereof.
- 3.12 SEVERABILITY, NO WAIVER AND SURVIVAL-**In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, the remaining terms will be in full effect, and this Agreement will be construed as if the invalid or unenforceable matters were never included. No waiver of any default will be a waiver of any future default. Limitations of liability, indemnities and hold harmless provisions shall survive termination of this Agreement for any cause.
- 3.13 MUTUAL DISCLAIMER OF CONSEQUENTIAL DAMAGES-**In no event shall CME or Client be liable to the other for any special, indirect, incidental, punitive, or consequential loss or damages, including delays, lost profits and loss of use.
- 3.14 TERMINATION-**Client may terminate this Agreement with seven days' prior written notice to CME for convenience or cause. CME may terminate this Agreement for cause with seven days' prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CME has been paid in full all amounts due for services, expenses, and other related charges. Client shall reimburse CME for any costs incurred as a result of such suspension of services hereunder.
- 3.15 FORCE MAJEURE-**Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
- 3.16 CAPTIONS AND HEADINGS-**The captions and headings throughout these terms are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision or scope or intent of this Agreement.
- 3.17 ENTIRE AGREEMENT-**This Agreement shall mean this document as well as CME's Proposal and exhibits, each of which is incorporated herein. This Agreement represents the entire understanding and agreement between the parties hereto relating to the services and supersedes any and all prior negotiations discussions and agreements whether written or oral between the parties regarding same.

Client: C2ae – Capital Consultants Architecture and Engineering
CME Proposal/Agreement No.: 05.4426





CME
Associates, Inc.

P.O. Box 5490
Syracuse, New York 13220
(315) 668-0242
(315) 668-0256 (Fax)
www.cmeassociates.com

CONFIDENTIAL CREDIT APPLICATION AND PAYMENT AGREEMENT

Please fill out every line and do not leave anything blank.

Date of Application Request: _____

Company (Applicant) Name: _____

Mailing Address: _____

Physical Address: _____

City, State, and Zip Code: _____

Phone No.: _____ Facsimile No.: _____

Website Address: _____

Name of Accounts Payable Clerk: _____

Email Address of Accounts Payable: _____

Name of Authorized Purchaser: _____

Email Address of Authorized Purchaser: _____

Will You Be Issuing A Purchase Order? Yes No, If Yes, please attach PO & Instructions

Dun & Bradstreet DUNS #: _____

PAYMENT AGREEMENT

By signing this Payment Agreement, Applicant represents that the information contained herein is true and accurate in all respects. The signatory for Applicant further represents that s(he) has the full corporate authority to execute this Agreement. Applicant authorizes CME Associates, Inc. hereinafter referred to as "CME" or its agent(s), to investigate any credit and financial information, including banking reference, as CME in its sole discretion may deem necessary. As part of this investigation, Applicant authorizes CME to request and obtain business credit reports in connection with the opening, monitoring, renewal and extension of any accounts with CME.

Applicant acknowledges and agrees to pay for all services purchased from CME within thirty (30) days of invoice date unless otherwise noted in an executed Agreement. Any invoice or portion thereof not paid when due shall be subject to interest or service charges of 1.5% per month (APR=18% per annum) on the outstanding balance.

Applicant understands that should any account become more than ninety (90) days past due, credit may be suspended and services to the project discontinued. Future or continued credit may be reinstated only at the sole discretion of CME.

Applicant agrees to pay any and all expenses incurred by CME for liening or collecting any delinquent amount, including without limitation, all attorney and filing fees, costs and disbursements.

Signature of Corporate Officer – including Title

Date

Printed Name of Corporate Officer – including Title